

General Terms and Conditions of Purchasing of H. & J. Brügggen KG for the "Food" sector

§ 1 General, Scope of Application

- 1.1 These General Terms and Conditions of Purchasing (hereinafter briefly: "**AEB-Food**") of H. & J. Brügggen KG (hereinafter briefly: "**Brügggen**") apply exclusively to all purchases of raw materials in the food sector (hereinafter: "Delivery") that Brügggen makes from business partners ("**Suppliers**").
- 1.2 Any terms and conditions of the supplier that conflict with or deviate from these AEB-Food will not be recognized unless Brügggen expressly agrees to their validity in writing.
- 1.3 No verbal collateral agreements have been made. Agreements deviating from or supplementing these AEB-Food must be recorded in writing.
- 1.4 These AEB-Food also apply if Brügggen accepts a delivery from the Supplier unconditionally despite being aware of contrary or deviating conditions of the Supplier.
- 1.5 If a framework supply contract has been concluded between Brügggen and the Supplier, the content of the contractual agreement is determined by the framework agreement, the written order from Brügggen, and these AEB-Food. If these differ in content, the written order shall take precedence over the framework agreement and these AEB-Food shall then follow. All future transactions with the Supplier will also be carried out – subject to the provisions of the framework agreement and the other – exclusively on the basis of these AEB-Food.

§ 2 Conclusion of Contract

- 2.1 The offer by Brügggen to conclude a contract ("**Order**") must be made in writing to be effective, which is deemed to be in writing if it is made by letter, e-mail or any other electronic means of communication expressly agreed by both parties in the individual case.
- 2.2 Brügggen's written order is not only based on these AEB-Food, but also on Brügggen's "Code of Conduct", which can be viewed at www.brueggen.com/de/verhaltenskodex/. The Supplier must confirm compliance with the principles laid down in the Code of Conduct to Brügggen at <https://forms.office.com/r/CTJ873kquB?origin=lprLink>. Furthermore, Brügggen's order is based on the "Delivery Instructions for Raw and Packaging Materials Lübeck" attached to the order.
- 2.3 The Supplier is obliged to confirm Brügggen's order in writing within a period of 48 hours or to execute it without reservation, in particular by dispatching the delivery or providing the service ("**Acceptance**").
- 2.4 Late acceptance is considered a new offer and requires acceptance by Brügggen. Brügggen will also take the late acceptance into account in its supplier evaluation.
- 2.5 The Supplier must inform Brügggen of obvious errors (e.g. typing or calculation errors), incompleteness or ambiguities in the order including the order documents, otherwise the contract shall be deemed not to have been concluded.
- 2.6 Verbal agreements prior to or upon conclusion of the contract require the written confirmation of Brügggen to be effective. § 2.1 remains unaffected.
- 2.7 Verbal agreements after the conclusion of the contract, in particular subsequent changes and additions to these AEB-Food – including this written form clause – as well as collateral agreements of any kind also require the written confirmation of Brügggen to be effective.
- 2.8 No remuneration is granted for the preparation of offers, plans, cost estimates and the like. These are non-binding for Brügggen.

§ 3 Prices

- 3.1 Unless otherwise agreed in writing, all prices are net fixed prices.
- 3.2 The agreed prices are binding.
- 3.3 Unless otherwise agreed in individual cases, the price includes all main and ancillary services of the Supplier as well as ancillary costs (e.g. proper packaging, transportation and travel costs including any transportation and liability insurance costs).

§ 4 Terms of Payment

- 4.1 Subject to separately agreed regulations in individual cases, the agreed price is due for payment within 30 calendar days of complete delivery (including any agreed acceptance) and receipt of a proper invoice. If Brügggen pays within 14 calendar days, a 3% discount on the net invoice amount is agreed.
- 4.2 The Supplier has to send Brügggen the invoice digitally as a PDF to invoice-de@brueggen.com.
- 4.3 If an invoice from the Supplier contains data that deviates from the contract or contains errors, Brügggen reserves the right to return the invoice in question to the Supplier for correction, postponing the payment date.
- 4.4 Interest on arrears shall not be owed. The statutory provisions shall apply to late payment.
- 4.5 Brügggen is entitled to set-off and retention rights as well as the defense of non-performance of the contract to the extent permitted by law. Brügggen is especially entitled to withhold due payments as long as Brügggen is still entitled to claims from complete or defective deliveries against the Supplier.
- 4.6 The Supplier shall only be entitled to a right of set-off or retention on the basis of legally established or undisputed counterclaims.

§ 5 Delivery

- 5.1 Deviations from the order are only permitted with prior written consent of Brüggén.
- 5.2 The supplier is not authorized to have the delivery owed by him performed by third parties (e.g. subcontractors) without the prior written consent of Brüggén. Even in case of consent, the Supplier remains fully responsible for the proper fulfillment of the contract.
- 5.3 The Supplier shall bear the procurement risk for its delivery, unless otherwise agreed in individual cases (e.g. limitation to a stock).
- 5.4 Subject to separately agreed provisions in individual cases, delivery within Germany shall be “free domicile” to the place specified in the order. If a place of destination is not specified or if nothing else has been agreed, the delivery shall be made to the place of business of Brüggén. The respective place of destination is also the place of performance for the delivery and any subsequent performance (obligation to deliver). If a special calculation of the packaging has been agreed upon, it will be credited in full in case of freight paid return.
- 5.5 The delivery must be accompanied by the relevant documents in accordance with the “Delivery Instructions for Raw and Packaging Materials Lübeck”. Furthermore, all other agreed documents are to be handed over to Brüggén immediately after acceptance in the agreed number and type.
- 5.6 If documents according to § 5.5 above are missing or incomplete, Brüggén is not responsible for any resulting delays in processing and payment and will also take the incompleteness of the documents into account in its supplier evaluation.
- 5.7 For quantities, weights and dimensions, the values determined by Brüggén during the incoming goods inspection are decisive, unless otherwise proven.
- 5.8 Partial deliveries are generally not permitted, unless Brüggén has expressly agreed to them or they are reasonable for Brüggén.

§ 6 Delivery Time and Delay in Delivery

- 6.1 Agreed delivery dates and delivery periods are binding. The Receipt of the delivery at Brüggén or at the place of use specified by Brüggén is decisive for compliance with the delivery date or date of delivery period – subject to deviating provisions in individual cases. If a shipment of the delivery “ex works” has been agreed upon, the Supplier has to provide the delivery in time, taking into account the time for loading and shipment to be agreed upon with the forwarding agent.
- 6.2 The Supplier is obliged to inform Brüggén immediately in writing if he will probably not be able to meet agreed delivery periods or delivery dates – for whatever reason – or not in the agreed quality.
- 6.3 If agreed delivery dates or delivery periods are culpably exceeded, the Supplier is in default without the need for a further reminder. The Supplier is obliged to compensate Brüggén for the damage caused by the delay in accordance with the legal regulations. Brüggén expressly reserves the right to assert further legal claims and rights, in particular the right to withdraw from the contract. Brüggén will also consider the delay of the Supplier in the context of its supplier evaluation.
- 6.4 If the Supplier is in default with the delivery, Brüggén may – in addition to further statutory claims – demand lump-sum compensation for its damage caused by default in the amount of 1% of the net price per completed calendar week, but not more than a total of 5% of the net price of the delayed delivery. Brüggén reserves the right to prove a higher damage has occurred. The Supplier has the right to prove that Brüggén has suffered no or only minor damages.

§ 7 Impossibility, Force Majeure, Insolvency

- 7.1 If delivery is or becomes impossible for the Supplier for reasons for which the Supplier is responsible, the statutory provisions shall apply.
- 7.2 In the event of force majeure, such as war, lockout, strike, pandemics or other unforeseeable circumstances that cause significant operational disruptions, Brüggén is entitled to withdraw from the contract to the exclusion of any claims for compensation by the Supplier.
The same applies if the Supplier cannot meet an agreed delivery date or an agreed delivery period due to events of force majeure and no agreement is reached with Brüggén on a new delivery date.
- 7.3 If insolvency proceedings are opened against the assets of the Supplier or if an application for the opening of insolvency proceedings is filed and the contract has not yet been fulfilled, this entitles Brüggén to withdraw from the contract.

§ 8 Transfer of Risk, Default of Acceptance

- 8.1 The risk of accidental loss and accidental deterioration of the delivery shall pass to Brüggén upon handover at the place of destination.
- 8.2 If acceptance has been agreed, this shall be decisive for the transfer of risk, taking into account any separately agreed conditions. A record of the acceptance shall be drawn up and signed by both parties.
- 8.3 The statutory regulations apply to the occurrence of default of acceptance by Brüggén. However, the Supplier must also expressly offer his delivery to Brüggén if a specific or determinable calendar time has been agreed for an action or cooperation to be provided by Brüggén. If Brüggén is in default of acceptance, the Supplier can demand compensation for his additional expenses according to the legal regulations (§ 304 BGB).

§ 9 Warranty, Duty to Complain, and Rights Due to Defects

- 9.1 The right of Brüggén in case of material defects or defects of title of the delivery (including wrong and short delivery) and in case of other breaches of duty by the Supplier result from the statutory provisions, unless otherwise agreed below.
- 9.2 In accordance with the statutory provisions, the Supplier is liable in particular for ensuring that the delivery has the agreed quality upon transfer of risk to Brüggén. In any case, those product descriptions that – in particular by designation or reference in Brüggén's order – are the subject of the respective contract or have been included in the contract in the same way as these AEB-Food are deemed to be an agreement on the quality.. It makes no difference whether the product description originates from Brüggén, from the Supplier or from any manufacturer.
- 9.3 In particular, the Supplier warrants that its delivery complies with all relevant statutory and official provisions applicable in the Federal Republic of Germany and does not infringe third-party rights.
- 9.4 The statutory provisions (§§ 377, 381 HGB) shall apply to the commercial obligations to inspect and give notice of defects with the following provisions:
Brüggén's obligation to inspect is limited to defects that become apparent during Brüggén's incoming goods inspection under external examination, including the delivery documents (e.g. transport damage, wrong and short deliveries) or that are recognizable during Brüggén's quality controls by random sampling. If acceptance has been agreed, there is no obligation to inspect. Otherwise, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case.
Brüggén's obligation to give notice of defects discovered later remains unaffected. Notwithstanding the obligation to inspect, a complaint (notice of defects) by Brüggén is deemed to be immediate and timely if it is sent within 14 days of discovery in the case of hidden defects or within 2 days of delivery in the case of obvious defects.
- 9.5 In the event of a defective delivery, Brüggén may initially demand subsequent performance free of charge – at its own discretion by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery). In both cases, the Supplier bears all costs incurred by him or Brüggén (e.g. transport, travel, labor and material costs or costs for an incoming goods inspection exceeding the usual scope). The same applies to any dismantling and installation costs incurred. In the event of replacement delivery, the Supplier shall take back the defective delivery at its own expense.
- 9.6 In the case of unsuccessful supplementary, performance, unreasonableness or default of the Supplier with the rectification, Brüggén can withdraw from the contract without further notice and return the delivery at the risk and expense of the Supplier.
- 9.7 In the event of a material defect or defect of title, Brüggén is otherwise entitled to reduce the price or to withdraw from the contract in accordance with the statutory provisions. Furthermore, Brüggén is entitled to compensations for damages and expenses according to the legal regulations.

§ 10 Producer Liability

- 10.1 In the event that claims are made against Brüggén on the basis of product liability, the Supplier is obliged to indemnify Brüggén against such claims, if and insofar as the damage was caused by a defect in the delivery supplied by the Supplier. In cases of fault-based liability, however, this only applies if the Supplier is at fault.
- 10.2 Within the scope of his indemnification obligation, the Supplier must reimburse such expenses in accordance to §§ 683, 670 BGB, which arise from or in connection with a claim by third parties, including costs of any legal action or recall action. Brüggén will inform the Supplier about the content and scope of recall actions – as far as possible and reasonable – and give him the opportunity to comment. Further legal claims remain unaffected.
- 10.3 The Supplier shall take out and maintain product liability insurance with a lump sum cover of at least EUR 10 million per personal injury/property damage.

§ 11 Statute of Limitations

- 11.1 The mutual claims of the parties shall become time-barred in accordance with the statutory provisions, unless otherwise stipulated below.
- 11.2 Notwithstanding § 438 Para. 1 No. 3 BGB, the general limitation period for claims for defects is three years from the transfer of risk. In the event of a subsequent delivery, the limitation period for the newly delivered goods shall begin anew. If acceptance has been agreed, the limitation period shall commence upon acceptance. The three-year limitation period also applies accordingly to claims arising from defects of title, whereby the statutory limitation period for third-party claims for restitution in rem (§ 438 para. 1 no. 1 BGB) remains unaffected; claims arising from defects of title do not expire in any case as long as the third party can still assert
- 11.3 The limitation periods of sales law including the above extension apply – to the extent permitted by law – to all contractual claims for defects. Insofar as Brüggén is also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) shall apply, unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases.

§ 12 Assignment, Retention of Title

- 12.1 The supplier may only transfer, assign or pledge this contract or individual rights or claims arising from it to third parties with the written consent of Brüggén..
- 12.2 Other forms of retention of title than the simple retention of title of the supplier and the advance assignment of the purchase price claim within the framework of an extended retention of title customary in the industry are excluded. Deviating declarations of the supplier on delivery bills, invoices or other documents are only binding if they are confirmed in writing by Brüggén.

§ 13 Liability of the Supplier

13.1 The Supplier shall be liable for damages, irrespective of the legal grounds, in accordance with the statutory provisions.

§ 14 Liability of Brüggén

14.1 Brüggén is liable for damages, regardless of the legal grounds, only in the case of intent or gross negligence on the part of its organs or assistants. The above exclusion of liability for simple negligence does not apply to the violation of essential contractual obligations. In the event of a breach of material contractual obligations, liability shall be limited to typical, foreseeable damages.

14.2 Liability for damages due to a guarantee assumed by Brüggén as well as due to liability under the Product Liability Act or other mandatory standards remains unaffected by the above provisions. The same applies in the event of damage caused by injury to life, body or health.

§ 15 Confidentiality, advertising, data protection

15.1 The supplier shall keep secret from third parties all knowledge and information of a technical and commercial nature (hereinafter referred to as “Confidential Information”) obtained within the scope of the contractual relationship with Brüggén, even beyond the duration of the contractual relationship, as long as and insofar as he cannot provide proof that this Confidential Information was already known or in the public domain at the time it was obtained by the supplier or became public knowledge later through no fault of his own or was demonstrably developed completely independently by the supplier or was obtained by a third party without breach of the confidentiality obligation.

15.2 Documents disclosed by Brüggén relating to confidential information, in particular documents exchanged in the course of the cooperation, remain the property of Brüggén and must be surrendered upon request by Brüggén, at the latest upon termination of the contractual relationship. Any kind of license to confidential information requires a written agreement.

15.3 Subcontractors are to be obligated accordingly. The culpable breach of confidentiality on the part of the supplier entitles Brüggén to claim damages in accordance with the statutory provisions.

15.4 The Supplier shall not be entitled to a right of retention with regard to confidential information or corresponding documents and materials.

15.5 Separately concluded non-disclosure and confidentiality agreements shall remain unaffected by the above provisions of this § 15.

15.6 The Supplier may only refer to the business relationship with Brüggén in advertising materials, brochures, etc. and exhibit items manufactured for Brüggén in its business premises or elsewhere with the prior written consent of Brüggén.

15.7 Insofar as Brüggén or the supplier process personal data for the fulfillment or initiation of the contractual relationship, the data protection regulations are complied with. Brüggén uses services and systems of third parties (e.g. Microsoft) for the storage and processing of data, which - on the basis of corresponding agreements on commissioned data processing - provide for storage in the European Union.

§ 16 Services within the Brüggén plants

16.1 In the case of work performed within Brüggén's plants, the supplier is obligated to provide Brüggén with the names of his workers and to provide evidence of their qualification and instruction in accordance with the legal and other requirements, in particular Brüggén's work guidelines for external companies, before commencing work. Brüggén will make the relevant work guidelines available to the supplier separately in advance.

16.2 The supplier's employees are obliged to handle Brüggén's facilities with care and energy efficiency and to maintain safety, cleanliness and order.

§ 17 Place of jurisdiction, applicable law, miscellaneous

17.1 For all present and future claims arising from the business relationship, the exclusive place of jurisdiction is the registered office of Brüggén in 23568 Lübeck. This place of jurisdiction also applies to disputes regarding the creation and effectiveness of the contractual relationship. Brüggén is at liberty to file suit at the registered office of the supplier.

17.2 The contractual relationship is subject to the law of the Federal Republic of Germany to the exclusion of all references to other legal systems and international treaties. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

17.3 If parts of the above AEB-Food are invalid or waived, the validity of the remaining provisions shall remain unaffected. The contracting parties are obliged to replace ineffective provisions with provisions that are legally effective and correspond to the ineffective provisions as far as possible in terms of meaning, purpose and economic result.