

**General Terms and Conditions of Purchase
of Hefe van Haag GmbH & Co. KG
and the Hefe van Haag B.V.**

1 Scope of application and form

- 1.1 These General Terms and Conditions of Purchase (“GTCP”) and the Annex entitled “Foodstuffs and Quality Assurance” apply to all business relationships with our suppliers (“Seller”). The GTCP shall only apply if the Seller is an entrepreneur (Section 14 German Civil Code [BGB]), a legal entity under public law or a special fund under public law.
- 1.2 The GTCP and the Annex “Foodstuffs and Quality Assurance” apply, in particular, to contracts for the sale and/or delivery of movable goods (“Goods”), irrespective of whether the Seller manufactures the goods itself or purchases them from suppliers (Sections 433, 650 German Civil Code [BGB]).
- 1.3 These GTCP and the Annex “Foodstuffs and Quality Assurance” apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Seller shall only become part of the contract if and to the extent that we have expressly agreed to their validity in writing. This requirement of consent shall apply in any case, for example, even if we accept the Seller’s deliveries without reservation in the knowledge of the Seller’s general terms and conditions.
- 1.4 Individual agreements made with the Seller on a case-by-case basis (including ancillary agreements, supplements and amendments) shall in any case take precedence over these GTCP. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements.
- 1.5 Legally relevant declarations and notifications by the Seller with regard to the contract (e.g. setting of a deadline, reminder, withdrawal) must be made in writing or text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, in particular, in the event of doubt regarding the legitimacy of the declarant, shall remain unaffected.

2 Conclusion of contract

- 2.1 Our order shall be deemed binding at the earliest upon written submission or confirmation. The Seller shall point out any obvious errors (e.g. spelling and calculation errors) and lack of integrity in the order – including the order documents – to us, for the purpose of correction or completion before acceptance; otherwise, the contract shall be deemed not to have been concluded.
- 2.2 The Seller is obligated to confirm our order within a period of 1 week at least in text form or, in particular,

to execute it without reservation by dispatching the goods (acceptance).

A delayed acceptance shall be deemed a new offer and shall require acceptance by us.

- 2.3 The Seller warrants that the goods manufactured and/or delivered by it comply with the relevant provisions of German and European law, in particular, the provisions on declaration, labelling and marking. In the context of the supply of foodstuffs and primary packaging (packaging that is in contact with foodstuffs), the Seller shall ensure compliance with the General Provisions for Foodstuffs and Quality Assurance in accordance with the Annex “Foodstuffs and Quality Assurance”. Further performance obligations of the Seller remain unaffected.
- 2.4 The Seller shall notify us in good time before the delivery date – at least in text form – of any delays in delivery which it may expect on the basis of a careful assessment. The assertion of our claims for delay in delivery shall remain unaffected by this notification.
- 2.5 We shall be entitled to withdraw from the contract at any time by written declaration stating the reason, if we are no longer able to use the ordered goods in our business operations or are only able to use them at considerable expense due to circumstances for which the Seller is responsible and which occurred after the conclusion of the contract (such as the lack of compliance with legal requirements), or if the financial circumstances of the Seller deteriorate subsequent to the conclusion of the contract in such a way that delivery in accordance with the contract cannot be expected.

3 Delivery time and delay in delivery

- 3.1 The delivery time stated by us in the order shall be binding. Early deliveries are only permitted on condition of prior written consent.
- 3.2 We are entitled to change the delivery time at any time by giving written notice of at least 5 calendar days before the agreed delivery date. If such changes result in delays in delivery which cannot be avoided by way of reasonable effort in the Seller’s normal production and business operations, the originally agreed delivery date shall be postponed accordingly.
- 3.3 If the Seller does not render the requisite service (or does not perform it within the agreed delivery time) or if he is in default, our rights – in particular, to rescission and the assertion of claims for damages – shall be determined in accordance with the statutory provisions.

4 Performance, delivery, packaging, transfer of risk, default of acceptance

- 4.1 Without our prior written consent, the Seller is not entitled to have the performance owed by him rendered by third parties (e.g. subcontractors). The Seller shall bear the procurement risk for its services unless otherwise agreed in individual cases (e.g. limitation to stock).
- 4.2 Delivery is within Germany and to Germany “free domicile” to the location specified in the order. If the place of destination is not specified and nothing else has been agreed, delivery shall be made to our place of business in Kempen. The respective destination is also the place of performance for the delivery and any subsequent performance (obligation to deliver).
- 4.3 We shall be entitled to change the place of delivery, as well as the type of packaging, at any time by issuing written notice of at least 5 calendar days before the agreed delivery date. The same shall apply to changes to products insofar as these can be implemented within the framework of the Seller’s normal production process without significant additional effort, whereby in such cases, the notification period pursuant to the preceding sentence shall be at least 5 calendar days. If such changes result in delays in delivery which cannot be avoided with reasonable efforts in the Seller’s normal production and business operations, the originally agreed delivery date shall be postponed accordingly.
- 4.4 The Seller shall inform us of the specification of the packaging filled with goods using the **Annex** entitled “Master data – Packaging and Pallet Layers”. For the primary packaging, secondary packaging and packaging aids, the specification includes the type of material, the weight of the respective type of material and the packaging confection (packaging units, size). Should the specification of the packaging filled with the goods change, the Seller shall immediately (and without being requested to do so) send us an updated attachment “Master Data – Packaging and Pallet Layers” by e-mail to stammdaten@hefe-van-haag.de.
- 4.5 We shall be entitled to demand from the Seller that he returns packaging that is not subject to system requirements in accordance with the provisions of Section 15 (1) Sentences 1 to 3 of the German Packaging Act (“Verpackungsgesetz”, Version 3.7.2021 or as amended from time to time), at its own expense. For this case, the place of return shall be the original place of actual transfer of the packaging not subject to system requirements. In the context of recurring deliveries, the Seller may also take back packaging that is not subject to system requirements in one of the next deliveries.

4.6 The risk of accidental loss and accidental deterioration of the goods shall pass to us upon handover at the place of performance. If we are in default of acceptance, this shall be deemed equivalent to handover.

4.7 Statutory provisions shall apply to any default in acceptance on our part. However, the Seller must also expressly offer us his performance if a specific or determinable calendar time has been agreed for a course of action or cooperation on our part (e.g. provision of materials). If we are in default of acceptance, the Seller may demand compensation for its additional expenses in accordance with the statutory provisions (Section 304 German Civil Code [BGB]). If the contract relates to a non-representable item to be manufactured by the Seller (individual production), the Seller shall only be entitled to further rights if we have undertaken to cooperate and are responsible for a failure to cooperate.

5 Prices and terms of payment

5.1 The agreed prices are binding. All prices are exclusive of any statutory value added tax. Price changes by the Seller must be announced to us at least 1 month in advance.

5.2 Unless otherwise agreed on an individual case basis, the price shall include all services and ancillary services of the Seller, as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance).

5.3 Insofar as, according to the agreement reached, the price does not include packaging and the remuneration for the packaging – which is not only provided on loan – is not expressly determined, this shall be charged at the proven cost price.

5.4 The agreed price shall be due for payment within 30 calendar days of complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice. If we make payment within 14 calendar days, the Seller shall grant us a 2% discount on the invoice amount. In the case of a bank transfer, payment shall be deemed to have been made on time if our transfer order is received by our bank before the expiry of the payment deadline; we shall not be responsible for any delays caused by the banks involved in the payment process.

5.5 We shall not owe interest on maturity. Statutory provisions shall apply to any default in payment.

5.6 We shall be entitled to the rights of off-setting and retention, as well as the defence of non-performance of contract to the extent provided by law. In particular, we shall be entitled to withhold payments due as long

as we remain entitled to claims vis-a-vis the Seller arising from incomplete or defective performance.

5.7 The Seller shall have a right of off-setting or retention only in respect of counter-claims, which have been established by declaratory judgement or are otherwise undisputed.

6 Non-disclosure and retention of title

6.1 We reserve the property rights and copyrights to illustrations, plans, drawings, calculations, implementation instructions, recipes, product descriptions and other documents. Such documents are to be used exclusively for the purpose of contractual performance and returned to us after completion of the contract. The documents must be kept secret from third parties, even after termination of the contract. The obligation to non-disclosure shall only expire if and to the extent that the knowledge contained in the documents provided has become generally known.

6.2 Any processing, mixing or combination (further processing) of items provided by the Seller shall be carried out for us. The same shall apply in the event of further processing of the delivered goods by us, in order that we shall be deemed to be the manufacturer and shall acquire ownership of the product at the latest upon further processing in accordance with statutory provisions.

6.3 The transfer of ownership regarding goods to us shall be unconditional and without regard to the payment of the respective price. However, if, in an individual case, we accept an offer by the Seller to transfer title conditional on payment of the purchase price, the Seller's retention of title shall expire at the latest upon payment of the purchase price for the goods delivered. We shall remain authorised to resell the goods in the ordinary course of business, even before payment of the purchase price with advance assignment of the claim arising there from (alternatively, the simple reservation of title extended to the resale shall apply). This excludes all other forms relating to a retention of title, in particular, an extended retention of title, a forwarded retention of title and a retention of title extended with regard to further processing.

7 Warranty for defective delivery

7.1 In accordance with statutory provisions, the Seller shall be liable, in particular, for ensuring that the goods have the agreed quality when the risk passes to us. In any case, those product descriptions and specifications which – in particular, by designation or reference in our order – are the subject matter of the respective contract, or have been included in the contract in the same way as these GTCP, shall be deemed to be an agreement on the quality. It shall make no difference as to whether the product

description comes from us, the Seller or the manufacturer.

7.2 Goods that reveal the following defects on arrival shall be rejected immediately: Pest infestation, rot, other quality defects which make further processing or sale of the goods impossible, especially if a risk to a consumer cannot be ruled out. If the Seller is unable to take back the goods, we shall charge the costs incurred for their destruction.

7.3 The statutory provisions shall apply to our rights in the event of material defects and defects of title, and in the event of other breaches of duty by the Seller, unless otherwise stipulated below.

7.4 We do not waive warranty claims by accepting or approving samples or specimens submitted to us.

7.5 Statutory provisions shall apply to the commercial obligation to inspect goods and issue notice of defects, subject to the following proviso: Our obligation to inspect goods shall be limited to defects which become apparent during our incoming goods inspection by way of external appraisal – including the delivery documents (e.g. transport damage, wrong delivery and short delivery) or which are recognisable during our quality control in the random sampling procedure. Moreover, it depends on the extent to which an investigation is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to issue a notice of defects discovered later on shall remain unaffected. Notwithstanding our obligation to inspect goods, our complaint (notice of defect) shall be deemed to have been made without delay and in good time if it is sent within 7 working days of discovery or, in the case of obvious defects, from delivery.

7.6 Our liability for damages in the event of an unjustified request to remedy a defect shall remain unaffected; in this respect, however, we shall only be liable if we recognised or were grossly negligent in not recognising that there was no defect.

7.7 Upon receipt of our written notice of defects by the Seller, the limitation period for warranty claims shall be suspended until the Seller rejects our claims or declares the defect eliminated or otherwise refuses to continue negotiations on our claims. In the event of replacement delivery and the rectification of defects, the warranty period for replaced and rectified parts shall begin again unless we had to assume – based on the behaviour of the Seller – that the Seller did not consider itself obligated to take the measure but only undertook the replacement delivery or rectification of defects as a gesture of goodwill, or for similar reasons.

7.8 If the Seller fails to fulfil its obligation of subsequent performance – at our discretion by remedying the defect (subsequent improvement) or by delivering an item free of defects (replacement delivery) – within a reasonable period of time set by us, we may remedy the defect ourselves and demand reimbursement of the expenses required for this purpose, or a corresponding advance payment from the Seller. If subsequent performance by the Seller has failed or is deemed unreasonable for us (e.g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), no deadline need be set; we shall inform the Seller of such circumstances without delay, if possible in advance.

7.9 Otherwise, in the event of a material defect or defect of title, we shall be entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions. Furthermore, we shall be entitled to compensation for damages and expenses in accordance with the statutory provisions.

8 Supplier recourse

8.1 Our legally determined claims for recourse within a supply chain (supplier recourse pursuant to Sections 445a, 445b, 478 German Civil Code [BGB]) are available to us without restriction in addition to claims for defects. In particular, we shall be entitled to demand exactly the type of subsequent performance (repair or replacement delivery) from the Seller that we owe our customer in the individual case. Our statutory right of election (Section 439 [1] German Civil Code [BGB]) shall not be restricted by this.

8.2 Before we acknowledge (or fulfil) a claim for defects asserted by our customer (including the reimbursement of expenses pursuant to Sections 445a [1], 439 [2] and [3] German Civil Code [BGB]), we shall notify the Seller and request a written statement, briefly setting out the facts of the case. If a substantiated statement is not made within a reasonable period of time and if no amicable solution is brought about, the claim for defects actually granted by us shall be deemed to be owed to our customer. In this case, the Seller has the burden of proof to the contrary.

8.3 Our claims from supplier recourse shall also apply if the defective goods have been further processed by us or another entrepreneur, e.g. by incorporation into another product.

9 Producer liability

9.1 If the Seller is responsible for product damage, it shall indemnify us against third-party claims upon first request if the cause is deemed to lie within its sphere of control and organisation and it is itself liable in relation to third parties. This shall also apply if there is a suspicion of product damage. The Seller shall inform

us immediately of any suspicion of danger concerning its goods in writing and, if necessary, in urgent cases also in advance by telephone (see also **Annex “Food-stuffs and Quality Assurance”**).

9.2 Within the scope of its indemnification obligation, the Seller shall reimburse expenses arising from (or in connection with) a claim by a third party, including recall actions carried out by us. We shall inform the Seller about the content and scope of recall measures – as far as possible and reasonable – and give him the opportunity to comment. Further legal claims remain unaffected. The same shall apply to recall actions carried out by us without there being a third-party claim. With regard to market-relevant measures with external effect on the Seller, reference is made to No. 9 of the Annex “Quality Assurance”.

9.3 The Seller shall take out and maintain a product liability insurance policy and a recall costs insurance policy with a lump sum coverage of at least EUR 10 million per personal injury/property damage.

10 Limitation

10.1 The mutual claims of the contracting parties shall become statute-barred in accordance with the statutory provisions, unless otherwise stipulated below.

10.2 In deviation from Section 438 (1) No. 3 German Civil Code (BGB), the general limitation period for claims for defects shall be three years from the transfer of risk. The three-year limitation period shall apply mutatis mutandis to claims arising from defects of title, whereby the statutory limitation period for claims in rem of third parties for the surrender of goods (Section 438 [1] No. 1 German Civil Code [BGB]) shall remain unaffected; claims arising from defects of title shall furthermore not become time-barred in any case as long as the third party can still assert the right – in particular, in the absence of limitation – against us.

10.3 The limitation periods of the law on sales including the above extension shall apply – to the extent provided by law – to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (Sections 195, 199 German Civil Code [BGB]) shall apply for this, unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases.

11 Choice of law and place of jurisdiction

11.1 These GTCP and the contractual relationship between us and the Seller shall be governed by the laws of the Federal Republic of Germany to the exclusion of international private law and the UN Convention on Contracts for the International Sale of Goods.

11.2 If the Seller is a merchant within the meaning of the German commercial law (German Commercial Code), a legal entity under public law or a special fund under public law, the exclusive – including international – place of jurisdiction for all disputes arising from the contractual relationship shall be our registered office in Kempen. The same applies if the Seller is an entrepreneur within the meaning of Section 14 German Civil Code (BGB). However, we shall also be entitled in all cases to bring legal action at the place of performance of the delivery obligation in accordance with these GTCP, or a prior individual agreement, or at the general place of jurisdiction of the Seller. Overriding statutory provisions, in particular, with regard to exclusive jurisdictions, shall remain unaffected.

12 Code of Conduct

The seller will comply with the principles we have established to protect human rights, fair labour conditions, anti-corruption and the environment ("Code of Conduct"). The Code of Conduct is published on

https://www.hefe-van-haag.de/wp/wp-content/uploads/2023/12/2024_HvH_Code-of-Conduct_v1.00-1.pdf

13 Severability clause

In the event that individual provisions in these GTCP or the individual contracts with the Seller are invalid, the remaining provisions shall remain in full force and effect. Ineffective provisions shall be replaced by provisions that come as close as possible to the economic purpose of the ineffective or invalid provision. The same shall apply in the case of regulatory loopholes.