



General Terms and Conditions of Sale of Bisquiva GmbH & Co. KG

§ 1 Scope, Conclusion of Contract

- (1) All deliveries, offers and other services are provided exclusively on the basis of our current General Terms and Conditions of Sale (hereinafter referred to as "Terms and Conditions of Sale"). By placing an order with Bisquiva, but no later than upon acceptance of at least part of the delivery, these Terms and Conditions of Sale are deemed accepted.
- (2) Bisquiva does not recognize any deviating, conflicting or supplementary general terms and conditions of the customer unless Bisquiva has expressly agreed to their validity in writing. These Terms and Conditions of Sale shall also apply if Bisquiva makes delivery to the customer without reservation despite being aware of conflicting, supplementary or deviating terms and conditions of the customer. This also applies if such terms and conditions of the customer are transmitted to Bisquiva by confirmation letter.
- (3) All offers made by Bisquiva are subject to change without notice. The placing of an order with Bisquiva shall be deemed a binding offer to contract by the customer. Unless otherwise stated in the order, Bisquiva shall be entitled to accept this offer to contract within 2 weeks of its receipt by Bisquiva. Acceptance may be declared either in writing (e.g. by order confirmation) or by delivery of the goods to the customer.
- (4) The conclusion of the contract by Bisquiva is subject to correct and timely self-delivery by Bisquiva's supplier. This shall only apply if Bisquiva is not responsible for the non-delivery.
- (5) All agreements made between Bisquiva and the customer for the execution of this contract are set forth in writing in this contract. Legally relevant declarations and notices to be submitted by the customer to Bisquiva after conclusion of the contract (e.g. setting of deadlines, notices of defects, declarations of withdrawal or reduction) must be made in writing to be effective. This applies in particular to

agreements on master data maintenance or quality of data to be transferred, unless these are prescribed by law.

- (6) Our Terms and Conditions of Sale shall only apply to entrepreneurs within the meaning of § 14 BGB (German Civil Code), as well as to legal entities under public law or special funds under public law. The Terms and Conditions of Sale, in their respective version, shall also apply as a framework agreement for all future contracts with the same customer, without us having to refer to them again in each individual case. The current version of the Terms and Conditions of Sale can be found at http://www.bisquiva.com/downloads/BQ_AVB_DE.pdf.

§ 2 Place of Performance, Transfer of Risk

- (1) Unless otherwise agreed, the place of performance for the services to be rendered by Bisquiva is the receiving point designated by Bisquiva.
- (2) The risk of accidental loss or accidental deterioration shall pass to the customer upon handover of the goods to the forwarding agent, the carrier or other persons designated to carry out the shipment. Handover shall be deemed to have taken place even if the customer is in default of acceptance.

§ 3 Manner of Delivery, Packaging

- (1) Unless otherwise agreed, delivery by Bisquiva is EXW.
- (2) Delivery shall be made in customary packaging at Bisquiva's discretion, unless otherwise agreed. There is no obligation to take back packaging material. The customer shall dispose of packaging material arising from a delivery by Bisquiva at its own expense.
- (3) If delivery is made on standard pallets, the customer is obligated to provide the same number of undamaged empty pallets of the same size, design and condition (according to EPAL classification) in exchange upon delivery. If exchange pallets are not available, are damaged within the meaning of the UIC standard, or cannot be exchanged in consideration of food law requirements, Bisquiva shall be entitled to demand a lump-sum compensation of EUR 10.00 for each missing exchange pallet.

§ 4 Delivery Periods

Delivery dates are to be understood as approximate dates, unless they have been expressly designated by Bisquiva as binding.

§ 5 Delay in Delivery, Default of Acceptance

- (1) Bisquiva shall not be liable for the impossibility of delivery or for delays in delivery if these are caused by force majeure or other events unforeseeable at the time of conclusion of the contract (e.g. operational disruptions of all kinds, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, shortages of labor, energy or raw materials, difficulties in procuring necessary official permits, official measures or the non-delivery, incorrect delivery or late delivery by suppliers) for which Bisquiva is not responsible. If such events make it considerably more difficult or impossible for Bisquiva to make delivery or render the service and the impediment is not merely of a temporary nature, Bisquiva shall be entitled to withdraw from the contract. In the event of impediments of temporary duration, the delivery periods shall be extended or the delivery dates postponed by the period of the impediment. If, as a result of the delay, acceptance of the delivery is not reasonable for the customer, the customer may withdraw from the contract by giving immediate written notice to Bisquiva.
- (2) If the customer is in default of acceptance of the goods, Bisquiva may refuse further deliveries until the customer has fulfilled its obligations to Bisquiva arising from the agreed delivery. Any claims for damages shall remain unaffected.
- (3) Bisquiva may make further deliveries dependent on prior payment of the purchase price or the provision of security, without this giving the customer the right to withdraw from the concluded contract.

§ 6 Terms of Payment

- (1) Unless otherwise agreed, payments shall be made to Bisquiva without deduction by the 30th day after the date stated on the invoice.

- (2) The customer may only offset claims of Bisquiva against undisputed or legally established claims. § 7 (3) shall remain unaffected in the event of defects in delivery.

§ 7 Warranty

- (1) Bisquiva warrants defects in the delivered goods at its discretion by rectification or replacement delivery (subsequent performance).
- (2) Warranty claims by the customer require that the customer has duly complied with its obligations to inspect and give notice of defects pursuant to §§ 377 HGB (German Commercial Code) and has given notice of any defect discovered without undue delay, at the latest within a period of 2 weeks from receipt of the goods. If the customer fails to inspect or give notice of defects in due time, the delivered goods shall be deemed approved unless the defect was not discernible during inspection. Notices of defects must be given to Bisquiva in writing, enclosing the packing slip accompanying the shipment or another identification document. This also applies to any incorrect deliveries or quantity discrepancies.
- (3) Bisquiva shall be entitled to make the due subsequent performance conditional upon the customer paying the purchase price due. The customer shall be entitled to withhold a portion of the purchase price that is reasonable in relation to the defect.
- (4) The expiry of the best-before date after delivery does not entitle the customer to return the goods.
- (5) The proper quality of the goods shall be deemed to be the product description agreed between Bisquiva and the customer. Public statements, commendations or advertising by third parties do not constitute an independent statement of the quality of the goods in addition to Bisquiva's product description.
- (6) If the goods are provided with a Global Trade Item Number (GTIN) / European Article Number (EAN) or their representation in the barcode, Bisquiva only warrants the correct assignment of the respective goods to the corresponding EAN. In the event of illegibility of the barcode, insofar as Bisquiva is responsible for this, a warranty will only be assumed insofar as the error rate that is

acceptable according to the current state of the art is exceeded. The corresponding published regulations of GS1 Germany GmbH shall apply.

- (7) If subsequent performance has failed or a reasonable period to be set by the customer for subsequent performance has expired without success or is dispensable according to the statutory provisions, the customer may withdraw from the contract or reduce the purchase price. However, there shall be no right of withdrawal in the event of an insignificant defect.
- (8) At Bisquiva's request, the customer shall declare within a reasonable period whether it is withdrawing from the contract or continues to insist on delivery due to a defect.
- (9) The customer's claims for damages or reimbursement of futile expenses shall only exist in accordance with § 8 and are otherwise excluded.
- (10) Notwithstanding § 438 para. 1 no. 3 BGB (German Civil Code), the general limitation period for claims arising from material defects and defects of title shall be one year from delivery. Special statutory regulations for real claims for surrender by third parties (§ 438 para. 1 no. 1 BGB), in the event of fraudulent intent on the part of the seller (§ 438 para. 3 BGB) and for claims in supplier recourse in the event of final delivery to a consumer shall remain unaffected. Insofar as Bisquiva does not expressly acknowledge any warranty claims of the customer (§ 212 para. 1 no. 1 BGB), new deliveries and rectifications of the delivered item shall be made on a goodwill basis and without acknowledgement of an obligation to perform.

§ 8 Liability

- (1) In the case of slightly negligent breach of material contractual obligations, Bisquiva's liability shall be limited to the foreseeable damage typical for the type of goods. Bisquiva's liability for slight negligence in other cases is excluded. This also applies to slightly negligent breaches of duty by Bisquiva's legal representatives or vicarious agents.
- (2) Liability under the German Product Liability Act shall remain unaffected by the aforementioned limitations of liability. The same shall apply to liability for damages resulting from injury to life, limb or health, insofar as Bisquiva has

fraudulently concealed a defect or has assumed a guarantee for the quality of the goods.

- (3) The limitation period stated in § 7 (10) shall also apply to contractual and non-contractual claims for damages by the customer which are based on a defect in the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would result in a shorter limitation period in the individual case. The limitation periods of the Product Liability Act shall remain unaffected in any case. Otherwise, the statutory limitation periods shall apply exclusively to the customer's claims for damages pursuant to § 8.

§ 9 Retention of Title

- (1) Bisquiva retains title to the delivered goods until full payment of all claims arising from the business relationship with the customer.
- (2) The customer is permitted to sell the goods handed over to it in the ordinary course of business. If the customer ceases to make its payments, it may no longer dispose of the goods already delivered to it.
- (3) The customer is obligated to immediately notify Bisquiva of any access by third parties to the goods delivered under retention of title and to provide the information and documents necessary for Bisquiva to assert its rights.
- (4) Upon placing the order, the customer assigns to Bisquiva all claims arising from the sale or further processing, including any ancillary rights, that accrue against third parties, until full payment of all claims arising from the business relationship with Bisquiva. Bisquiva accepts this assignment. The customer further warrants that it has not yet disposed of the assigned claims in any other way. Bisquiva reserves the right to collect the claim itself as soon as the customer fails to properly meet its payment obligations to Bisquiva and is in default of payment.
- (5) The customer shall only be entitled to assign claims arising from resale to third parties after prior written consent from Bisquiva. Bisquiva's claims under §§ 47 and 48 InsO (German Insolvency Code) shall remain reserved.
- (6) If payment by the customer is not made in accordance with the contract, Bisquiva may demand the return of its property, without prejudice to its other rights. The taking back of the goods shall not be deemed a withdrawal from the contract unless Bisquiva declares withdrawal in writing.

- (7) If the realizable value of the securities exceeds Bisquiva's claims by more than 10%, Bisquiva will release securities at the customer's request at Bisquiva's discretion.

§ 10 Compliance, Sustainability

- (1) The customer is fully familiar with the Bahlsen Group's Corporate Compliance Policy, to which Bisquiva belongs, in particular the Code of Conduct, in its current version, and will comply with the regulations contained therein in full. The Code of Conduct in its current version is available at <https://www.thebahlsenfamily.com/de/download/> and will be sent upon request.
- (2) The Bahlsen Group understands sustainability as a continuous learning and change process for the entire company. For Bisquiva, sustainability does not mean a final result, but describes a path that responsible companies must follow. The customer undertakes to comply with the provisions of the Sustainability Guideline and to ensure sustainability through appropriate measures.
- (3) At Bisquiva's request, the customer must prove its implementation of the compliance and/or sustainability requirements. If the customer violates the aforementioned requirements and does not remedy the violation within a reasonable period set by Bisquiva, Bisquiva shall have the right to withdraw from the contract as a whole.

§ 11 Miscellaneous

- (1) The law of the Federal Republic of Germany shall apply. The law of the Federal Republic of Germany is agreed as the applicable law to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG).
- (2) Should individual provisions of the contract with the customer, including these Terms and Conditions of Sale, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. In place of the wholly or partially invalid provisions, those legally effective provisions shall be deemed agreed which the contracting parties would have agreed in accordance with the economic objectives of the contract and the purpose of these Terms and Conditions of Sale if they had known of the invalidity.

- (3) The exclusive place of jurisdiction for all disputes arising from this contract is Hanover. However, Bisquiva is also entitled to bring an action at the customer's general place of jurisdiction.