

General Purchasing Terms and Conditions of the Corporate Group ERBACHER the food family*

§ 1 General Information & Scope

- (1) These General Purchasing Terms and Conditions (in German: AGB) apply to all business relations of the operating companies of the Corporate Group ERBACHER the food family* (hereinafter: "ERBACHER the food family" or "Company") including its business partners and suppliers (hereinafter: "Supplier"). The AGB are only effective if the Supplier is a contractor (§14 BGB = German Civil Code), a legal entity under public law, or special public law fund.
- (2) The AGB apply specifically to contracts for purchasing and/or the shipment of moveable property (hereinafter: "Goods"), irrespective of the Supplier being the manufacturer, or the purchaser of Goods from a subcontractor (§§ 433, 651 BGB). Our AGB apply as a laid-out precondition, also for future contracts regarding purchasing and/or shipment of Goods with the same Supplier, without having to refer to these again in each individual case; in case of any modification within these AGB, the Company must instantly inform the Supplier.
- (3) These AGB apply exclusively. Any deviating, contradicting, or supplementary General Business Terms of the Supplier shall only then and insofar become valid if the Company explicitly has approved these in writing beforehand. This consent requirement applies at all times, for example also if, with knowledge of the General Business Terms of the Supplier, the Company acknowledges deliveries without reservation.
- (4) Individual agreements with the Supplier which were reached in any individual case (including collateral agreements, additions, or amendments) shall take priority over these AGB. A written contract or consent of the Company in writing is authoritative for the contents of such agreements.
- (5) Legally relevant declarations and notifications, which must be submitted to the Company by the Supplier after conclusion of the contract (e.g., setting deadlines, dunning letters, rescission), require a written form in order to be valid.
- (6) References to the validity of statutory regulations shall only have clarifying significance. Therefore, the statutory regulations shall also apply without said clarification unless directly changed or explicitly excluded in these AGB.

§ 2 Delivery Time and Delivery Default

- (1) The delivery time specified in the purchase order by the Company is binding. The Supplier issues a written order confirmation at the latest within two working days after receiving the purchase order. Irrespective of the reasons, in the event that the Supplier anticipates not being able to meet the delivery time, he shall be obliged to inform the Company promptly in writing.
- (2) In the event that the Supplier shall not provide his service, or not provide his service within the agreed delivery time, or is in default, our rights – particularly the right to rescission or damages - shall be determined according to legal regulations. Regulations under Section 2 §3 remain unaffected by this.
- (3) If the Supplier shall be in default, the Company is entitled – in addition to legal claims - to demand lump sum compensation of its default damage in the amount of 1% of the net price per full week, but not more than 5% of the net price of the Goods delivered late. The Company is reserved the right to furnish proof that it suffered greater damage. The Supplier is reserved the right to furnish proof that the Company did not suffer any or much less damage.

§ 3 Service, Passing of Risks

- (1) In case of default of due performance (production of the Goods/ rendering of the service), the Supplier is not entitled to engage a third party to perform such services without prior written consent of the Company.

- (2) The risk of accidental loss and the accidental deterioration of the item shall pass to the Company upon handover at the place of performance.

§ 4 Terms of Delivery

- (1) Unless agreed otherwise, the delivery is carried out within Germany DDP (ICC 2010) at the destination specified in the order. In case of no given point of destination, or not otherwise indicated, deliveries must be carried out to the registered office of ERBACHER the food family in Kleinheubach. The stipulated place of delivery is the place of performance (obligation).
- (2) The Supplier is upfront obliged to book a corresponding and binding slot for the confirmed delivery time at the booking portal provided by the Company.
- (3) Each shipment is to be accompanied by a delivery note containing the following information: return address, shipping address in accordance with the order, order number of the Company, material number of the Company (if available), material description, amount, batch number (if available), and where applicable expiration date of delivered Goods.
- (4) Packaged Goods must be labelled with all statutory label elements. In case of Goods not packed, or „in bulk“, a declaration for accompanying documents must be enclosed. Shipment of packed Goods must be delivered on strictly batch-specific pallets.
- (5) For road transport of unpacked animal feed, the following applies: The shipment agency must be certified under QS, GMP, or any standard recognized as being equivalent (exception: Animal feed of animal origin). Regulations of IDTF (www.icrt-idtf.com) regarding original freights and container cleaning must be met. The last three previous original freights and cleanings must be disclosed to the Company at all times prior to unloading and, on request, been proven.
- (6) The Supplier commits to taking out a transport insurance corresponding to the Goods value. The Company has the right to claim evidence for a corresponding insurance certificate.

§ 5 Prices and Terms of Payment

- (1) The price given in the purchase order is binding. All prices mentioned are net without statutory value added tax.
- (2) Unless otherwise agreed, the price includes all services and ancillary services of the Supplier as well as all additional charges (e.g., proper packaging, transport costs including shipment, and liability insurance).
- (3) With bank transfers the payment shall be deemed to have been made in good time, if the transfer order of the Company is submitted to the bank within the payment deadline; the Company cannot be accounted for delays by the banks providing the payment transaction.
- (4) We are not liable to pay maturity interest in accordance with §353 HGB (German Commercial Code). The default interest rate amounts to 5 percentage points above the base rate. In occurrence of default, the statutory provisions apply, and by way of derogation, a written reminder must be sent in each case by the Supplier.
- (5) The Company is privileged to claim all rights of offsetting and retention as well as the plea of non-performance to the extent permitted by law. The Company shall be entitled to withhold due payments, as long as further claims of incomplete or deficient services exist against the Supplier. The Supplier shall only have a right of set off or retention if, and to the extent that undisputed or legally effective counterclaims confirmed by a final and absolute judgement, exist.

§ 6 Quality Requirements

- (1) The Supplier guarantees that all delivered Goods comply with the agreed specifications, as well as with relevant legal stipulations, especially with the applicable national EU feed and food law, and furthermore, are without defect or error as laid out in the BGB, respectively the product liability law. The Supplier shall ensure that the Company is provided with a current specification, and where necessary that a safety data sheet, describing the Goods, is enclosed. The supplier information form completed and signed by the Supplier, and authorized by the Company, is an integral part of this agreement.
- (2) Where these purchasing conditions concern animal feed, intended for food production, the Goods must be applicable in accordance with QS and GMP systems. The Supplier is obliged to notify the Company about each modification of this status without delay.
- (3) Insofar, that the delivered Goods were dried directly by combustion gases, the Supplier must guarantee, prior to the first delivery that these were manufactured by fuel gas, or the Supplier must issue a declaration of clearance about the used drying method.

§ 7 Defective Delivery

- (1) Regarding the liability for material defects of quality and title, and additionally precontractual obligations by the Supplier, the statutory provisions apply, unless otherwise determined in the following.
- (2) According to statutory provisions, the Supplier is particularly liable irrespective of which party is at fault that all Goods have the agreed quality characteristics at the time of transfer of risk to the Company. In any case, those descriptions of the Goods that are the subject matter of the respective contract or incorporated in the contract in the same way as these AGB - in particular due to identification or reference in the order - shall be valid as an agreement on the properties and conditions, whereby it shall be immaterial whether the description of Goods originates from the Company, from the Supplier, or from the manufacturer.
- (3) For the obligation of inspection and notification, statutory regulations (§§ 377, 381 HGB) apply. In each case the complaint of the Company (notice of defects) is considered promptly and in due time if received by the Supplier within 5 workdays.
- (4) Costs arising for necessary expenses for the purpose of inspection and subsequent performance will be covered by the Supplier even if it is proven that there were no defects. In case of unjustified requests of corrective measures, the Company's liability for damages shall remain unaffected; subsequently, the Company shall only be liable if it recognized, due to intent or gross negligence, that there was no defect, or if the Company is responsible for the defect.
- (5) If the Supplier does not honor the obligation to supplementary performance, either by remedying the defect (subsequent improvement), or by supplying an item which is free from defects (replacement) at the Company's option within an appropriate time limit set by the Company, the Company can remedy the defect and demand reimbursement of the required costs, or an appropriate advance payment from the Supplier. In the event that subsequent performance fails or cannot be reasonably accepted by the Company (e.g., due to particular urgency, operational safety, or impending occurrence of disproportionate damage) there shall be no need to set a time limit; in such circumstances, the Company shall be informed promptly, and where possible, beforehand by the Supplier.
- (6) In addition, the Company is entitled to withdrawal or reduction of the purchase price in case of defects in goods or title complying to statutory regulations

Furthermore, the Company is entitled to claim compensation of damages or expenditure as legally regulated.

§ 8 Producer Liability

- (1) If the Supplier is responsible for a problem that gives rise to a product liability claim, the Supplier must on request exempt the Customer from any claims by third parties, to the extent that the cause is located within the Supplier's authority and organizational area, and the Supplier is individually liable to third parties.
- (2) Under the obligation to indemnify, the Supplier must reimburse any expenses according to §§ 683, 670 (BGB) that arise out of or in connection with any recourse taken by third parties including recall

campaigns carried out by the Company. The Company will inform the Supplier instantly – as far as possible and reasonable - about the content and scope of recall measures and give the Supplier opportunity to comment. All rights to continued legal claims remain unaffected.

§ 9 Choice of Law and Place of Jurisdiction

- (1) The law of the Federal Republic of Germany, excluding the international uniform law, in particular the UN Convention on Contracts, shall apply to these AGB and all legal relationships between the Company and the Supplier.
- (2) Exclusive place of jurisdiction, including international jurisdiction, for all disputes resulting from this contractual relationship, is Aschaffenburg.



*The Corporate Group ERBACHER the food family consists currently of the following individual companies:

- Josera GmbH & Co. KG
- FarmChamps GmbH & Co. KG
- Erbacher Food Intelligence GmbH & Co. KG
- Green Sale GmbH & Co. KG
- foodforplanet GmbH & Co. KG
- Josera Erbacher Service GmbH & Co. KG
- Josera Polska Sp. z o.o.
- Josera Petfood GmbH & Co. KG
- Erbacher Nutrition Technik GmbH
- Erbacher Immobilien GmbH
- EFF Maschinen GmbH & Co. KG
- EFF Immobilien GmbH & Co. KG

These General Terms and Conditions of the corporate group ERBACHER the food family are drafted in German and translated into the English language. In case of discrepancies or contradictions between the German and the English version, the German version shall prevail.