

## **General Terms and Conditions**

for the Purchase of Raw Materials, Consumables and Supplies

### **Art. 1 General provisions**

- (1) These General Terms and Conditions for the Purchase of Raw Materials, Consumables and Supplies (hereinafter referred to as "GTC Purchase") shall apply to all present and future business relationships between us and the supplier of raw materials, consumables and supplies (hereinafter referred to as "the Supplier"). They shall not apply to natural persons who conclude legal transactions solely for a purpose that cannot be attributed to their commercial or independent professional activities.
- (2) By accepting a contract and/or by performing a purchase order, the Supplier shall accept these GTC Purchase in the version valid at the time of the order. Conflicting and/or deviating general terms and conditions of the Supplier shall not be accepted and shall not become part of the contract unless their validity is expressly agreed to by us in writing upon conclusion of the contract. The GTC Purchase shall also apply if the contract is performed by the Supplier without reservation despite being aware that the Supplier's own terms and conditions conflict with or deviate from the GTC Purchase. Acceptance of a delivery or service from the Supplier by us or payment by us without objection shall not constitute consent to the Supplier's general terms and conditions. Silence in response to an order confirmation containing conflicting statements by the Supplier shall also not constitute such consent.

### **Art. 2 Supplier Code of Conduct**

The basis for our own socially responsible behaviour towards people, animals and the environment within the value chain is compliance with all applicable laws and regulations. Fulfilling the obligations of our Supplier Code of Conduct in all aspects of our business relationships is a matter of course for us; our Supplier Code of Conduct can be accessed and downloaded on our homepage at [www.premiumfoodgroup.de/impresum](http://www.premiumfoodgroup.de/impresum). We expect our Suppliers to implement the standards of our Supplier Code of Conduct as well. Consequently, the Supplier shall ensure, and be able to demonstrate to us, that it complies with the Supplier Code of Conduct and shall require comparable conduct from its own suppliers and sub-suppliers. We pursue a cooperative approach with our business partners in order to address and improve the situation where necessary and possible. By accepting and performing a contract and/or a purchase order, the Supplier accepts the Supplier Code of Conduct in the version valid at the time of the order, which shall thereby form an integral part of the contract in its respective current version.

### **Art. 3 Purchase orders and contracts**

- (1) The Supplier shall accept our order in writing as soon as possible, quoting our order number.
- (2) If the Supplier prepares drafts, calculations, costings, project models, cost estimates, etc., this shall be done free of charge, even if such services are usually provided for remuneration.
- (3) The conclusion of the contract and all agreements made between us and the Supplier for the purpose of performing this contract must be made in writing. However, purchase orders may also be placed in text form. The Supplier shall inform us without undue delay of any obvious errors or incompleteness in order to enable the correction of the purchase order and thus an effective conclusion of the contract.

- (4) The Supplier shall not be entitled to use the business relationship with us as a reference towards third parties without our written consent.

#### **Art. 4 Scope of service**

- (1) The scope of services results from the respective individual order. Documents, reports, ideas, drafts, models, samples, software and hardware, as well as all other results arising in the course of providing the services, shall form part of the contractual performance. Delivery of the agreed quality, quantity and within the agreed time limits shall be ensured on a binding basis.
- (2) The Supplier shall expressly indicate any deviations from our purchase order in its order confirmation, in writing and clearly highlighted. If the deviations in the Supplier's order confirmation are material, the conclusion of the contract shall require the express written confirmation of our responsible purchasing department. The principles of the commercial letter of confirmation shall not apply.
- (3) The Supplier shall perform its services with the utmost care, taking into account the latest state of science and technology and the safety regulations issued by authorities and trade associations. The Supplier shall comply with all statutory requirements. In particular, the Supplier warrants that the goods delivered comply, at the time of delivery, with the statutory requirements (e.g. food law requirements), the recognised rules of engineering, the relevant DIN standards, statutory directives and regulations, and that the goods are fully marketable at the specified place of delivery. The Supplier undertakes to regularly monitor compliance with the aforementioned regulations. Goods shall only be accepted if they meet all quality requirements
- (4) The Supplier shall comply with all national, European and international customs regulations. If the Supplier's registered office is located within the EU, the Supplier shall provide us with long-term supplier's declarations for goods with preferential origin status in accordance with the applicable EU regulation. If the Supplier's registered office is located outside the EU, the Supplier shall prove the origin of the goods by means of an official certificate of origin and shall enclose the necessary preferential documents. The Supplier shall indemnify us against all costs arising from incorrect statements of origin.
- (5) In the event of any uncertainties, the Supplier shall obtain all necessary information before commencing work and shall notify us immediately in writing of any concerns it may have regarding the manner in which we wish the service or delivery to be performed.
- (6) Insofar as the Supplier's performance relates to the delivery of commodities within the meaning of Section 2 (6) of the German Food, Commodities and Feed Code (LFGB), the Supplier warrants that the commodities manufactured and/or delivered by the Supplier comply with the relevant provisions of German and European food law, in particular the provisions of Sections 30 et seq. of the LFGB, and can be used by us without restriction for the production of foodstuffs.
- (7) The use of oils, fats, lubricants and other hazardous substances that have not been approved by us is prohibited. The documents required for review, approval and inclusion in the hazardous substances register must be submitted to [sdb@premiumfoodgroup.de](mailto:sdb@premiumfoodgroup.de) in advance. The General Safety and Hygiene Regulations for External Contractors must be complied with; they are available at [www.premiumfoodgroup.de/impressum](http://www.premiumfoodgroup.de/impressum). In accordance with the applicable statutory requirements, suppliers of hazardous substances within the meaning of the German Ordinance on Hazardous Substances (GefStoffV) shall provide current safety data

sheets to [sdb@premiumfoodgroup.de](mailto:sdb@premiumfoodgroup.de) without being requested whenever any changes occur.

- (8) Upon request, the Supplier shall provide information on the composition of the delivery item insofar as this is necessary for the fulfilment of official requirements in Germany and abroad.
- (9) Unless otherwise expressly agreed in advance or otherwise commissioned, partial deliveries shall not be permitted. In such a case, we shall be entitled to cancel the remaining quantity.
- (10) The performance of the ordered supplies and services by third parties shall require our prior written consent. Insofar as the Supplier engages third parties to fulfil its obligations, the Supplier shall bind such third parties in the same manner as the Supplier itself is bound by the order and these terms and conditions. The Supplier shall always conclude contracts with third parties in its own name and for its own account.
- (11) As long as the Supplier has not yet fully fulfilled its obligations, we shall be entitled, within the scope of reasonableness, to request changes to the order with regard to execution, quantity and delivery time. The effects of such changes (e.g. additional or reduced costs, delivery dates, etc.) shall be mutually agreed. We may also request changes to the delivery item after conclusion of the contract, insofar as this is objectively reasonable for the Supplier. In the event of such an amendment to the contract, the effects on both parties, in particular with regard to additional or reduced costs and delivery dates, shall be mutually agreed.

#### **Art. 5 Special provisions for food raw materials and foodstuffs**

- (1) Before delivering to us, the Supplier must check the goods delivered and, if applicable, manufactured by the Supplier for compliance with the applicable legal regulations and warrant to us that, in particular, the provisions of the German Food and Feed Code (LFGB), the Regulation on Maximum Residue Levels and the other food regulations of the Federal Republic of Germany and the European Union in their currently applicable versions are complied with. The Supplier shall ensure that the ordered goods comply with applicable food law and are marketable.
- (2) The Supplier warrants that it will not supply any products that contain or consist of genetically modified organisms (GMOs), are produced from GMOs, or contain ingredients produced from GMOs. This also applies to additives and flavourings. The exceptions pursuant to Regulations (EC) No. 1829/2003 and 1830/2003, as amended, shall apply. The Supplier must also ensure that its upstream suppliers comply with this obligation.
- (3) Notwithstanding statutory requirements, the Supplier must ensure that perishable foodstuffs and raw materials requiring refrigeration are delivered to us in compliance with the legal regulations governing transport and storage, whereby the core temperatures specified in the product specifications must be maintained.
- (4) Notwithstanding statutory requirements, the Supplier must in all cases transport and store frozen goods at a maximum temperature of -22° C. The core temperature of the goods must not exceed -18° C.

- (5) If the Supplier has any indications that the goods to be delivered have product-related or other defects, deviate from our specifications, are not marketable, or may have more than insignificant deviations from the agreed product quality, we must be informed without undue delay and before the Supplier informs third parties of such circumstances. In such cases, delivery of the goods must be suspended, and goods delivered to us may be rejected by us without further inspection. The Supplier must coordinate with us all other measures deemed necessary as a result of such circumstances, in particular any recalls or warnings that may be considered. If the Supplier is under an obligation to issue a recall, it must provide us with all necessary data.
- (6) If the food raw materials or foodstuffs to be delivered are classified as allergens pursuant to Annex II of Regulation (EU) No. 1169/2011 (Food Information Regulation), the national implementing regulation on food information, or Regulation (EU) No. 2015/2283 on novel foods, the Supplier shall notify us of this separately prior to conclusion of the purchase contract. The Supplier shall likewise notify us in advance if it has reason to believe that the food raw materials or foodstuffs to be delivered may unintentionally contain substances classified as allergens.
- (7) If the goods ordered originate from organic production, the Supplier shall ensure compliance with Regulation (EC) No. 834/2007 on organic production and the labelling of organic products during production, processing, packaging, import and trade.
- (8) If the food raw materials or foodstuffs to be delivered contain palm fat (palm oil), the Supplier shall, prior to the conclusion of the purchase contract, provide unsolicited proof of its certification in accordance with the criteria and principles of the RSPO (Roundtable on Sustainable Palm Oil) by submitting the RSPO certificate.
- (9) The Supplier shall take retention samples from each batch immediately prior to filling the transport containers and shall preserve such samples until the expiry of the best-before date. We are entitled to request samples for follow-up tests at any time.
- (10) Items for which a best-before date or use-by date must be indicated shall be delivered in good time so that the agreed remaining shelf life is available to us.
- (11) Wrapped or packaged goods shall be delivered in Euro crates. In the case of goods packed in cardboard boxes, the cardboard used must be in perfect hygienic condition. The type of packaging shall be specified in the order or in our respective product specifications. Films that come into direct contact with food must be coloured blue.
- (12) Euro crates used for transporting goods may only be delivered stacked on plastic pallets, preferably Euro H1 pallets. The Euro crates and pallets must be in perfect hygienic condition and free from damage.
- (13) The tare weights of pallets and all packaging shall be deducted when determining the net weight.
- (14) Delivered goods shall be inspected by a qualified specialist in the goods-receiving department. If non-conformities are found, in particular due to non-compliance with the foregoing provisions, other requirements of these terms and conditions or statutory provisions, the goods in question shall either be accepted with reservation or rejected. Rejected goods must be taken back and removed by the Supplier's transport personnel.

- (15) We may return or dispose of defective goods or goods not suitable for human consumption at the Supplier's expense and risk.

#### **Art. 6 Provisions for goods subject to REACH regulations**

- (1) If the goods to be delivered fall within the scope of the REACH Regulation (Regulation (EC) No. 1907/2006) concerning the registration, evaluation, authorisation and restriction of chemical substances, the Supplier shall ensure that all provisions and requirements for placing such goods on the market and for their delivery to us are complied with.
- (2) The Supplier shall inform us without undue delay if goods delivered by the Supplier or their primary or secondary packaging contain substances falling within the scope of REACH.

#### **Art. 7 Quality assurance, audits**

- (1) We only purchase food raw materials and foodstuffs whose production is secured by a certified quality assurance system – including an HACCP plan and a crisis management plan – and which is carried out in accordance with good manufacturing practice (GMP). The Supplier and its sub-suppliers must be certified according to IFS, BRC, DIN EN ISO 22000, DIN EN ISO 9001 and/or hold USDA approval.
- (2) If the goods ordered originate from organic farming, the Supplier must be inspected and certified by a recognised organic control body at least once a year.
- (3) The Supplier shall, without being requested, submit the necessary and valid evidence for this purpose and provide the names and current mobile numbers of all relevant quality assurance contacts.
- (4) The Supplier shall provide us with truthful and complete information and particulars, keep such information and particulars up to date at all times, and notify us of any changes to the information and particulars provided without undue delay and without being requested.
- (5) In accordance with legal requirements and a plan to be agreed with us, the Supplier shall create retention samples of each batch of goods to be delivered by the Supplier, to which we shall have access.
- (6) In accordance with legal requirements and a plan to be agreed with us, the Supplier shall arrange at its own expense for recognised and accredited laboratories to carry out microbiological, chemical and physical tests on each batch of goods to be delivered; the test results shall be made available to us free of charge upon request.
- (7) If a test report under the preceding paragraph gives reason to believe that a delivered product is not marketable, the Supplier shall submit the relevant test report to us without undue delay and without request; we shall be entitled to have follow-up tests carried out at the Supplier's expense by an institute selected by us.
- (8) If quality deviations and/or inaccurate tests for which the Supplier is responsible result in consequential costs, for example due to recalls, such costs shall be borne by the Supplier or reimbursed to us. If bacteriological limits are exceeded, the Supplier shall reimburse us for the resulting testing costs and a handling fee of EUR 100.00 for our additional expenses. The Supplier may prove that we have suffered no or lesser damage.

- (9) Depending on the result of our incoming goods inspection, we reserve the right to notify the veterinary authority responsible for the Supplier's operations.
- (10) The Supplier shall, at reasonable intervals, enable us to satisfy ourselves that appropriate quality assurance measures are being implemented at its premises, in particular by allowing us to inspect all relevant documents. For this purpose, the Supplier shall grant us and/or the competent authorities access to its premises by prior appointment and shall provide a suitably qualified employee free of charge to assist during such access. The documents presented shall be explained, and samples of the substances used shall be provided to us. The inspectors shall be bound to confidentiality towards third parties.
- (11) If two consecutive deliveries from the Supplier fail to meet the required product quality standards, the inspectors may carry out control measures during normal business hours without prior notice.
- (12) The Supplier may refuse to allow access to confidential manufacturing processes and other trade secrets where appropriate confidentiality cannot be ensured.
- (13) The aforementioned rights shall also apply to the inspectors in respect of the Supplier's subcontractors. The Supplier shall ensure that such rights are granted accordingly in its contracts with subcontractors.

#### **Art. 8 Prices, invoice details, terms of payment**

- (1) The prices stated in the order are binding. The price shall in particular include costs for freight (DDP in accordance with the Incoterms to the agreed place of delivery), insurance, customs duties and packaging. Any obligation to return packaging requires a separate agreement.
- (2) A delivery note must be issued to us for each delivery and must accompany the goods. The delivery note shall contain the following information: supplier number; order date and order number; purchaser's material number; quantity; additional data; export control classification numbers; number/reference regarding export licences; any distribution restrictions; customs tariff.
- (3) If the scope of services also includes assembly and/or installation, the Supplier shall bear all associated costs. The Supplier's general terms and conditions of delivery and assembly in this regard shall expressly not form part of the contract.
- (4) Invoices shall be transmitted electronically to the email address of the relevant Premium Food Group company. The currently valid overview of the email addresses of the individual companies in the group is available as a document entitled "Premium Food Group guidelines on electronic invoicing" at [www.premiumfoodgroup.de/impressum](http://www.premiumfoodgroup.de/impressum). Only in individual cases where the specific email addresses cannot be retrieved on the basis of the "Premium Food Group Guidelines for Electronic Invoicing" should invoices be transmitted electronically to [rechnungseingang@premiumfoodgroup.de](mailto:rechnungseingang@premiumfoodgroup.de) as an alternative. Invoices due will be processed only if they comply with statutory requirements, in particular the German Value Added Tax Act (UStG), and contain the order number stated in the order, the place of delivery or the place of performance, as well as the information and/or documents agreed upon in the order; a copy of the

delivery note or our signed proof of performance must also be enclosed. The Supplier shall be responsible for all consequences arising from non-compliance with this obligation. Incomplete or incorrect invoices will be returned to the Supplier. Incomplete or incorrect invoices for which the Supplier is responsible entitle us to charge an administration fee of EUR 50.00. The assertion of this claim shall not constitute a waiver of any further claims for damages.

- (5) We are entitled to rights of set-off and retention to the extent permitted by law. The Supplier's rights of set-off shall apply only if they are undisputed or have been established as final and absolute; the Supplier may assert a right of retention only insofar as it is based on claims arising from the same contractual relationship. We are entitled to reduce invoice amounts by the value of returned goods and any expenses and claims for damages. We are also entitled to effect internal set-offs within the Premium Food Group.
- (6) Price adjustments shall be effective only with the purchaser's prior written consent.
- (7) The Supplier shall be entitled to assign claims only with our written consent.

#### **Art. 9 Delivery date**

- (1) The delivery time/performance time specified in the order is binding. Delivery periods commence on the order date. The delivery date or date of performance is the date on which the goods are received by us or at the place of receipt specified by us.
- (2) The Supplier shall notify us in writing without undue delay if circumstances arise or become apparent which indicate that the agreed delivery time cannot be met. Failure to notify shall preclude the Supplier from relying on such circumstances at a later date.
- (3) In the event of culpable delay by the Supplier, and after prior written warning, we may claim a contractual penalty of 0.5% of the delivery value based on the final invoice for each commenced day of delay, up to a maximum of 5%. The contractual penalty shall be credited against any damages recoverable from the Supplier due to the delay. We reserve the right to assert further statutory claims. Acceptance of a delayed delivery or performance shall not constitute a waiver of any rights or claims for damages.

#### **Art. 10 Exemption from the obligation to perform, withdrawal from contract**

- (1) Force majeure, labour disputes, operational disruptions through no fault of our own, unrest, official measures, pandemics and epidemics as well as other unavoidable events shall entitle us, without prejudice to our other rights, to withdraw from the contract in whole or in part, insofar as these circumstances result in a reduction in demand and are of considerable duration.
- (2) We shall be entitled to withdraw from the contract if the Supplier applies for the opening of insolvency proceedings, if insolvency proceedings are opened, or if the opening is rejected for lack of assets.

- (3) The statutory regulations relating to the withdrawal from contracts shall remain unaffected.

#### **Art. 11 Transfer of risk, documents**

- (1) Even if dispatch has been agreed, the risk shall pass to us only when the goods are handed over at the agreed destination.
- (2) If the Supplier does not fulfil its obligations pursuant to Art. 8 (2) of these Terms and Conditions, we shall not be liable for delays in processing.
- (3) The Supplier shall maintain a standard transport insurance policy covering the risk of accidental loss or deterioration of the ordered raw materials, consumables and supplies. The Supplier shall assign to us in advance all claims against the transport insurer to which the Supplier is entitled; we accept such assignment.
- (4) Goods must be packed so as to avoid damage during transport, loading and unpacking. Packaging materials shall be used only to the extent necessary to fulfil the purpose. The Supplier's take-back obligations, including with regard to transport and product packaging, shall be governed by the statutory provisions. The Supplier assures that all packaging is legally licensed and registered with an appropriate system provider and that the charges for this are paid in full and properly.

#### **Art. 12 Warranty claims**

- (1) In the event of defects, we shall be entitled to all statutory claims and remedies. If the goods delivered by the Supplier do not comply with the contractual specifications, we shall be entitled to demand, at our discretion, supplementary performance by remedying the defect or delivering an item free of defects (purchase contract) or remedying the defect or reproducing the work (contract for work and services). Costs incurred by us as a result of a defective or delayed delivery, such as in particular transport costs, labour costs, material costs, installation and conversion costs, as well as other comparable costs, shall be borne by the Supplier.
- (2) In deviation from the statutory regulation, the warranty period shall be 30 months.
- (3) The Supplier warrants that the goods and deliveries comply with the applicable statutory regulations.
- (4) If the Supplier has to manufacture a movable item individually for us, the statutory regulations on acceptance shall apply. Payment shall be due only after acceptance. An acceptance report to be signed by us and the Supplier shall be drawn up on acceptance. If the work is not ready for acceptance, the Supplier shall, at our request, provide supplementary performance within a reasonable period of grace. If the Supplier is in default with the supplementary performance or if this does not produce the results desired by us, we may have the subsequent improvement or new production carried out by a third party at the Supplier's expense without setting a further deadline. The Supplier shall be obliged to surrender all material already produced for this purpose upon request.
- (5) Any other claims, in particular claims for damages due to default as a result of the remedy of defects, shall remain unaffected.

- (6) Upon receipt by the Supplier of our written notice of defects, the limitation period for warranty claims with regard to the defects covered by the notice shall be suspended. In the event of replacement delivery and remedy of defects, the warranty period for replaced and repaired parts shall recommence, unless, based on the Supplier's conduct, we had reason to assume that the Supplier did not consider itself obliged to take such measures.

### **Art. 13 Liability, product liability**

- (1) The Supplier shall be liable within the scope of the statutory provisions.
- (2) If the Supplier is responsible for product damage, the Supplier shall be obliged to indemnify us on first demand against claims for damages by third parties insofar as the cause lies within its sphere of control and organisation and the Supplier is liable vis-à-vis third parties. The obligation to indemnify shall also extend to all expenses necessarily incurred by us as a result of or in connection with the claim by a third party, including the costs of legal representation. The Supplier shall also be obliged to reimburse us for any expenses arising from of or in connection with a recall campaign carried out by us. To the extent practicable and reasonable, we shall consult with the Supplier about the proposed content and scope of any recall campaign, notify the Supplier and allow it to submit comments. Other statutory claims shall remain unaffected.
- (3) Paragraph 2 above shall apply mutatis mutandis to the extent that we are entitled to claims against the Supplier pursuant to Section 478 and 479 German Civil Code (BGB). In this context, the Supplier hereby assigns to us in advance any rights of recourse to which it is entitled against its sub-suppliers pursuant to Sections 478 and 479 BGB, in order to secure the rights of recourse to which we are entitled. We shall accept the assignment.
- (4) We shall be liable in accordance with statutory provisions for damages arising from injury to life, body or health, in the event of intent or gross negligence on our part, on the part of a legal representative or vicarious agent, as well as for damages which are covered by a guarantee or assurance given by us. In the event of slight negligence, we shall be liable for compensation only for foreseeable damage typical for the contract and only insofar as we, a legal representative or vicarious agent have breached an obligation the proper fulfilment of which is essential for the performance of this contract and on the compliance with which the contractual partner could rely (cardinal obligation). Otherwise, liability shall be excluded to the extent permitted by law.
- (5) The Supplier shall maintain public liability insurance and extended product liability insurance at its own expense to cover third-party claims for damages (including property damage, personal injury and financial loss) arising from defective performance. These insurances must be maintained for the entire duration of the contractual relationship. The Supplier's insurance cover must fulfil the following requirements and be evidenced by a current insurance confirmation from the insurer:
  - a) Public liability insurance covering property damage, personal injury and financial loss with a minimum cover of EUR 10 million.
  - b) Extended product liability insurance with a minimum cover of EUR 5 million.
  - c) Product recall liability insurance with a minimum cover of EUR 5 million.

The same requirements shall also apply to the Supplier when commissioning subcontractors after our approval.

#### **Art. 14 Ownership, provision, mixing**

- (1) If we supply and/or provide substances and materials, such items shall remain our property. Any processing or remodelling by the Supplier shall be carried out on our behalf. If our substances and materials are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our items to the other processed items at the time of processing.
- (2) If the item (substances/materials) provided by us is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the reserved item to the other mixed items at the time of mixing. If the mixing takes place in such a way that the Supplier's item is to be regarded as the main item, it shall be deemed agreed that the Supplier transfers ownership to us on a pro rata basis; the Supplier shall keep the sole or co-ownership on our behalf free of charge.
- (3) To the extent that the security rights to which we are entitled pursuant to the foregoing paragraphs 1 and/or 2 exceed the purchase price of all our reserved goods not yet paid for by more than 10%, we shall be obliged, at the Supplier's request, to release the security rights at our discretion.
- (4) If the Supplier takes over items in our works, the responsibility for damage and loss shall pass to the Supplier, irrespective of whether the items are provided by us free of charge or delivered against payment. The Supplier shall, at its own expense, insure any tools, machines, parts of machines or other equipment provided by us against fire, water and theft and shall provide us with evidence of such insurance within a reasonable period of time upon request. The Supplier hereby assigns to us all claims for compensation under such insurance policies; we accept this assignment. If the deadline expires without result, we shall be entitled to take out appropriate insurance cover at the Supplier's expense.
- (5) We reserve the right of ownership or copyright to orders and commissions placed by us and to drawings, illustrations, calculations, descriptions and other documents made available to the Supplier. The Supplier may not make them available to third parties or use or reproduce them itself or through third parties without our express consent; the Supplier must return these documents in full to us on request if they are no longer required by the Supplier in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. In this case, any copies made by the Supplier shall be destroyed, except for storage in accordance with statutory documentation obligations and storage of data for back-up purposes as part of normal data back-up.
- (6) The Supplier's retention of title shall apply only to the extent that it relates to our payment obligation for the relevant products to which the Supplier retains title. In particular, extended or prolonged retentions of title by the Supplier are not permitted.

#### **Art. 15 Property rights and secrecy**

- (1) The Supplier shall be obliged to keep confidential all written or verbal information received in connection with the placing of the order. The obligation of confidentiality shall apply in particular to data, drawings, specifications, calculations and production instructions. Such information may only be disclosed to third parties with our express written consent. The obligation of confidentiality shall continue after performance or failure of this contract; it shall expire if and insofar as the information contained in the documents provided or the information given orally has become generally known.

Third parties engaged by the Supplier to fulfil the obligations arising from this contract shall be bound mutatis mutandis. In the event of a breach of these obligations, we may demand the immediate return of the documents provided and claim damages.

- (2) The Supplier warrants that no third-party rights are infringed in connection with the Supplier's delivery. If a claim is made against us by a third party in this respect, the Supplier shall indemnify us immediately on first demand against all claims arising therefrom and shall defend us against such claims. The obligation to indemnify shall also extend to all expenses necessarily incurred by us as a result of or in connection with a claim by a third party, including the costs of legal representation. The Supplier shall insure itself against these risks to an extent customary in the trade.

#### **Art. 16 Final provisions**

- (1) The law of the Federal Republic of Germany shall apply. The provisions of the UN Convention on Contracts for the International Sale of Goods and legal norms referring to another legal system shall not apply. If copies of these GTC Purchase have been made in languages other than German, only the German version shall be binding in the relationship between us and the Supplier.
- (2) Subsidiary agreements, amendments or supplements must be made in writing to be valid, as must any waiver of the written-form requirement. The written-form requirement within the meaning of these GTC Purchase shall also be satisfied by e-mail and fax.
- (3) The place of performance shall be the registered office of the purchasing company. The place of jurisdiction for disputes arising out of or in connection with the existing contractual relationship shall be Rheda-Wiedenbrück, provided that the contractual partner is a merchant, a legal entity under public law or a special fund under public law.
- (4) Should any provision of these GTC Purchase be or become invalid, this shall not affect the validity of the remaining provisions.