

General terms and conditions

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Section 1: General

§1 Scope

- 1) Our terms and conditions (subdivided into general, purchasing and sales terms) shall apply exclusively; we do not recognize any terms and conditions of the customer or contractor (hereinafter referred to as "Supplier") that conflict with or deviate from our terms and conditions of purchase, unless we have expressly agreed to their validity in writing. Our terms and conditions shall also apply if we deliver goods or accept the delivery/service of a supplier without reservation in the knowledge of terms and conditions of the customer that conflict with or deviate from our terms and conditions.
 - 2) All agreements made between us and a business partner (on the purchasing and sales side) for the purpose of executing a contract must be recorded in writing (written form requirement). Subsidiary agreements are inadmissible. Also verbal as well as telephonic sales contracts are subject to written confirmation. In this case, the content of the confirmation letter shall be decisive, unless the recipient objects immediately, i.e. within a reasonable processing period corresponding to the importance of the matter.
 - 3) Our terms and conditions of purchase and sale shall also apply to all future transactions with the business partner. We shall notify any future changes to our terms and conditions in writing without delay.
 - 4) All rights to which we are entitled under statutory provisions or other agreements beyond our terms and conditions shall remain unaffected.
 - 5) All legal regulations mentioned below, national as well as international, shall always only apply to our contracts in their currently valid, most recently consolidated version. If there is a dispute about a business transaction carried out in the past, the legal situation valid at that time or at the time of the respective business transaction shall be cited, if applicable. If disputes arise only in the future and if, as the case may be, exclusively successor regulations for the legal provisions originally named hereunder have occurred, the versions valid at the later point in time and/or new legal acts shall be cited, as the case may be.
- 2) The parties are at liberty to alternatively enforce claims of any kind through the ordinary legal channels. Both parties agree that the exclusive place of jurisdiction for all types of legal disputes shall be Hamburg, Germany.
 - 3) All transactions with the business partner, including (full) merchants, shall be subject to the national law applicable at the place of jurisdiction defined under §2 (2) (esp. BGB, HGB), both in substantive and procedural respects. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply. The language of the contract shall be the official language spoken at the place of jurisdiction. Customary clauses shall be interpreted in accordance with the respective valid Incoterms - ICC, Paris.
 - 4) Notwithstanding the above provision § 2 para. 2, we shall also remain entitled to sue the business partner before the court having jurisdiction over the business partner.
 - 5) Unless otherwise agreed in writing, our registered office (Hamburg, Germany) shall also be the place of performance. This also applies to payment obligations.

§3 Reservation of set-off

- 1) The business partner agrees that claims and liabilities arising from bilateral commercial relationships with the same contractual partner shall be offset. Such a contractual partner exists if it is the same company in the sense of §14 BGB (German Civil Code) or the same legal entities under public law as well as special funds under public law in the sense of §310 para. 1 p. 1 BGB. This shall also apply if the claims are due at different times, whereby settlement shall be made with value date.
- 2) In the case of current payment transactions, the calculation refers to the balance. In the case of offsetting, a payment advice (payment note) must be sent to the business partner in writing in advance, detailing the individual offsetting items.

§4 Data protection

All, voluntarily transmitted, personal data of our business partners are used exclusively for the fulfillment and execution of the contractually concluded services. This data is managed and stored in accordance with the legal requirements (BDSG, DSGVO, TMG, etc.). If business relevant, personal data will be stored within the legal retention period.

§2 Court of Arbitration, Place of Jurisdiction, Place of Performance

- 1) The parties to this contract shall endeavor to settle any disagreements amicably. The parties may also decide by mutual agreement that all disputes arising in connection with this contract or concerning its validity shall be finally

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§5 Secrecy, advertising

- 1) Any disclosure or publication of the business relationship existing with us as well as all contents thereof, in particular regarding information on trading volumes, qualities and prices, is not permitted. The business partner must maintain confidentiality about all contents and processes during and after the termination of the business relationship. This shall also apply to information which is (or was) recognizable as a business or trade secret and which demonstrably provides the business partner or third parties with an economic advantage as a result of the infringement.
- 2) All content provided by us to the business partner shall remain our property. This applies in particular, but not exclusively, to contracts including ancillary agreements, condition papers, technical data sheets, certificates, test results, illustrations, drawings, calculations, product specifications and other documents. They must be kept secret and may not be brought to the attention of or transmitted to unauthorized third parties, either within or outside the business partner's organization. Suitable handling and destruction in compliance with data protection regulations must be ensured for all electronic and physical documents, information and data carriers.
- 3) Excluded from the obligation of secrecy are data and information, the disclosure of which, appropriate in scope and nature, must be passed on to third parties for the fulfillment of the contract components between the business partners. In this context, the business partner shall, if necessary, contractually ensure that the transfer, utilization and further custody of the data and information by third parties are handled in accordance with the same rules of secrecy, data security and data sovereignty from §5 para. 1 and para. 2 and that no unauthorized utilization takes place.
- 4) Publications for advertising purposes, in particular also on advertising flyers or in marketing emails, are only permitted with our express consent. Our consent must be in writing, (remote) verbal commitments without written confirmation are void and inadmissible.

§6 Other provisions

- 1) Permissible contract languages are German and English only.
- 2) Business partners are only entitled to transfer claims, rights and obligations to third parties with our prior written consent. This includes in particular the execution of deliveries, orders or the provision of services. If subcontractors are used by the business partner, they shall be deemed vicarious agents and shall be notified to us in

writing without delay and without being requested to do so.

§7 Severability clause

- 1) Insofar as our terms and conditions of business are ineffective in whole or in part, concluded contracts shall remain effective irrespective of the loophole in the remaining provisions. In the event of invalidity, the content of the contracts shall generally be governed by the statutory provisions.
- 2) It is further stipulated that a provision which proves to be invalid shall be replaced by a provision which, as far as possible (i.e. in the original sense), economically achieves what the business partners involved intended to achieve with the invalid provision. A loophole is to be filled accordingly in such a way as the parties would presumably have regulated the point if they had considered it.

Section 2: Sales provisions

§8 Offer, commissioning, deviation

- 1) The preparation of offers is free of charge for the customer, unless otherwise agreed. If a customer makes technical specifications or sends a specification, we will adhere to the wording of the request. In the event of deviations, this must be expressly pointed out. Deviations require confirmation by the customer prior to commissioning. If no technical specifications are made by the customer, we will offer those products and services that come closest to the descriptions and the intention of the customer. For this purpose, we will provide comprehensive information on the products and/or services in a suitable form (data sheets, flowcharts, reports, performance descriptions, etc.) based on the available data from the upstream supplier. If the customer does not make any written comments on our documents, these shall be deemed to have been accepted in full in the event of the subsequent order.
- 2) Unless expressly marked to the contrary, our offers are subject to confirmation by us. This shall also apply to offers made by us in the context of invitations to tender and even if the invitation to tender itself requires a minimum period of validity for the information provided.
- 3) Assignments must be in writing and must be sent to us by the customer upon acceptance of an offer. The sending of the commissioning alone is ineffective if it is not confirmed by us in writing. If the customer does not receive an order confirmation within a reasonable period of time, the customer is obliged to check the transmission of his message to us and, if necessary, to renew his order. Verbal orders, changes or additions are only binding if they are confirmed

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- by us in writing. An assignment that deviates from the offer requires our consent and counterconfirmation.
- 4) An order confirmation issued with the aid of automatic or electronic equipment, in which the signature and name are missing, shall be deemed to be in writing. The written form shall also be deemed to have been complied with in the event of transmission by way of electronic data transmission. Our silence in response to orders, requests or other declarations by the customer shall not be deemed to constitute consent unless this has been agreed in writing in advance.
 - 5) Insofar as an offer or an order confirmation by us contains obvious errors, spelling mistakes or miscalculations, this (these) shall not be binding for us. The customer shall notify us immediately of any recognizable errors and/or discrepancies.
 - 6) If it becomes apparent during the performance of a contract that deviations from the original agreement will be necessary or expedient, we shall inform the customer in writing without delay and submit proposals for changes. All changes must be recorded in writing. The general obligation to deliver or perform shall otherwise remain unaffected.
 - 7) Our offers are always subject to successful verification or positive confirmation of coverage of the relevant payment amount (measured by delivery frequency and amount of simultaneously outstanding receivables) of our trade credit insurance, unless we have agreed otherwise in writing. In the event of insufficient cover or rejection of cover by the insurer, we reserve the right to modify the offer, to propose a different method of payment (e.g. payment in advance) or to withdraw our offer or not to confirm it (see also §8 (2) to (5)).
- §9 Delivery, transfer of risk, liability**
- 1) Our order confirmation, performance descriptions, drawings, weight, dimension and consumption data, raw material and product specifications are binding and describe the agreed goods or services. The provisions made under §8 regarding specifications and deviations shall apply.
 - 2) Early delivery/service provision, excess or short delivery and/or other deviation may be agreed with reasonable notice. The customer shall be obliged to seriously examine such a request by Andreas Wendt GmbH and to accept such measures as are appropriate to the factual situation and the urgency. Andreas Wendt GmbH shall be entitled to render the contractual performance in partial deliveries if this is reasonable for the customer.
 - 3) The date and place of performance for delivery and service result from our framework agreements and order confirmations. Unless specifically stated in the order confirmation, the place of performance shall be our registered office in accordance with §2 (5).
 - 4) Goods are delivered in accordance with the specified storage and transport instructions. Deep-frozen goods must be stored immediately after delivery in deep-freezing facilities at a temperature of at least minus 18 degrees Celsius. Thawed goods must not be refrozen. The customer warrants that it can ensure compliance with the deep-freeze chain at a core temperature of minus 18 degrees Celsius.
 - 5) In the event of collection by the customer, the customer shall bear the transport risk. This also includes the risk of accidental loss or accidental deterioration of the products after the transfer of risk. In due time before collection by the customer or a contractor commissioned by the customer, all information must be made available to us which enables identification of the vehicle or legitimation of the collector. Furthermore, the provisions, rights and obligations of the valid Incoterms - ICC, Paris shall apply.
 - 6) Deadlines, delivery and performance dates shall be observed. If delivery on call over a defined time frame has been agreed (framework agreement), the customer shall take delivery of the products in the agreed quantity and time. If a customer culpably fails to meet a collection or performance date specified in the calendar, he shall be in default of acceptance without further reminder or setting of a deadline. We shall be entitled to set a grace period appropriate to the business and the urgency and, if the customer fails to comply with the grace period, we reserve the right to rescind the contract and/or claim damages, if applicable. Any clear or recognizable deviation/delay shall be immediately brought to the attention of Andreas Wendt GmbH in writing. This shall also apply to sales where we deliver products "ex works" or "ex warehouse" and also if these are collected by a third party commissioned by the customer. A customer shall not be in default if Andreas Wendt GmbH agrees in writing to the deviation and/or delay made known and new terms and dates are agreed instead of the original terms.
 - 7) Deliveries are always subject to correct and timely delivery by our suppliers. In the event of non-delivery or insufficient delivery to Andreas Wendt GmbH by its upstream suppliers, we shall be released from our delivery obligations in whole or in part. This shall only apply if Andreas Wendt GmbH has taken the necessary precautions to procure the goods to be delivered by it and has carefully selected its upstream suppliers. In this case, Andreas Wendt GmbH may assign its claims against the supplier(s) to the customer upon the latter's request.

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- 8) We shall be liable in accordance with the statutory provisions if the delay in delivery is due to an intentional or grossly negligent breach of contract for which we are responsible. Any fault on the part of our representatives or vicarious agents shall only be attributable to us insofar as they have acted with intent or gross negligence. If the delay in delivery is not due to an intentional breach of contract for which we are responsible, our liability for damages shall be limited to the foreseeable, typically occurring damage. Furthermore, we shall be liable in accordance with the statutory provisions insofar as the delay in delivery for which we are responsible is based on the culpable breach of a material contractual obligation. In this case, the liability for damages shall be limited to the foreseeable, typically occurring damage.
- 9) Claims for damages beyond the scope of the law, irrespective of the legal grounds, but in particular due to breach of contractual (ancillary) obligations arising from the contractual obligation, from advice and/or from tort, shall be excluded by Andreas Wendt GmbH for itself, for our legal representatives and for our vicarious agents. This shall not apply to the extent that liability is mandatory by law, in particular in cases of intent, gross negligence, injury to life, body or health, breaches of material contractual obligations or under the Product Liability Act. Claims for damages due to the absence of warranted characteristics are excluded if the warranty did not have the meaning of avoiding typical consequential harm caused by a defect.
- 10) In the event of damage suffered, the amount of damage shall be transparently and completely itemized to us. We are entitled to prove that no damage or a lower damage was incurred as a result of the delay or the event/default for which we are responsible. The customer is obliged to provide information in this context. Experts may be called in at any time. Furthermore, the provisions under §2 shall apply.
- 11) Any further liability for damages than provided for in clause 10 shall be excluded - irrespective of the legal nature of the asserted claim. This applies in particular to claims for damages arising from culpa in contrahendo, from other breaches of duty or from tortious claims for compensation for property damage pursuant to §823 BGB. The limitation shall also apply insofar as the customer demands compensation for useless expenditure instead of a claim for compensation for damage instead of performance.
- 12) Insofar as the liability of Andreas Wendt GmbH is excluded or limited, this shall also apply to the personal liability of the employees, staff, workers, representatives and vicarious agents of Andreas Wendt GmbH.
- 2) The customer is obliged to handle and store the goods subject to retention of title with care and in an appropriate manner and to insure them adequately at replacement value at his own expense against breakage, water, fire and catastrophic damage as well as against theft, misappropriation, etc. The customer is also obliged to insure the goods subject to retention of title against theft, misappropriation, etc. at replacement value at his own expense. Upon conclusion of the purchase contract, he shall assign to us in advance his claims against the insurance company, which we hereby accept. Andreas Wendt GmbH shall furthermore be entitled to pay the insurance premiums at the expense of the customer should the latter fail to comply with his insurance obligation or fail to do so to a sufficient extent.
- 3) The customer shall be entitled to resell the goods, including the goods produced by mixing, blending, processing or machining, only in the ordinary course of his business. He is not authorized to dispose of these goods in any other way, in particular to pledge them or assign them as security. The customer is obliged to inform us immediately in writing of any access by third parties to the goods subject to retention of title or assigned claims. Costs of our intervention shall be borne by the customer.
- 4) The customer hereby assigns to Andreas Wendt GmbH all claims arising from the resale of the goods subject to retention of title or the goods produced from them by processing or treatment. Of the claims arising from the sale of goods in which we have acquired co-ownership through mixing or blending, the customer hereby assigns to us a first-ranking partial amount corresponding to our co-ownership share in the goods sold. If the customer sells goods to which we have title or co-ownership together with other goods not belonging to us at a total price, the customer hereby assigns to us a first-ranking partial amount of this total claim corresponding to the share of the goods subject to retention of title. The assignment shall become effective at the time the customer's claim arises. The customer shall be entitled to collect assigned claims himself as long as he meets his payment obligations to Andreas Wendt GmbH in due time. The customer shall be entitled to demand that we release those goods subject to retention of title or assigned claims by which our

§10 Retention of title

- 1) The delivered goods shall remain our property until payment of all claims of Andreas Wendt GmbH, including those arising

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- claims are secured by more than 15% in terms of value. We shall select the goods or claims to be released.
- 5) If doubts arise as to the creditworthiness of the customer or if the customer is in default of payment, the customer shall be obliged, upon our request, to immediately notify his customers of the assignment and to provide complete information about the goods subject to retention of title still in his possession and the sales already made and unpaid. He shall grant us or a third party commissioned by us access to his premises, including the warehouse, for inspection purposes. At our request, the goods shall be stored separately and marked as our property.
 - 6) If we have to take back, segregate or otherwise secure goods delivered to the customer in order to secure our title, the associated costs shall be borne by the customer. We shall be entitled, at our discretion, to make deductions of up to 20% of the invoice value on goods taken back or to take direct possession of goods for the purpose of realization and to sell them on the open market. The proceeds of the sale shall be credited to the customer's liabilities after deduction of the costs; any remaining claims and claims for damages not covered by the sale shall remain unaffected. Furthermore, the customer shall be fully liable to compensate us for any kind of reduction in value suffered by the delivered goods.
- #### §11 Quality, warranty, claims for defects
- 1) Andreas Wendt GmbH assures its customers that the basis for the manufacture of the ordered products is compliance with the specifications of all relevant European and national food law as well as statutory regulations in their respective valid version. Notwithstanding our raw material and product specifications and other special contractual provisions, foodstuffs must comply with the respective locally applicable food law provisions in terms of composition, quality, packaging and declaration.
 - 2) We may, at our discretion, allow our customers to conduct inspections and audits within our direct sphere of influence. With regard to our sub-suppliers, the following applies: On-site visits and/or audits can only be decided and carried out by mutual agreement and after more reasonable advance notice and on the basis of written agreement on the scope of the project. This applies in particular to inspections in the fields and in the production and storage facilities of the upstream suppliers. Customers are not permitted to conduct any meetings at our upstream suppliers without our knowledge and/or without our presence. Unless otherwise agreed in writing, neither Andreas Wendt GmbH nor its sub-suppliers are in principle obliged to carry out visits and/or audits of any kind.
 - 3) It makes no difference whether the agreed specifications, data sheets as well as descriptions of properties, services and features originate from us, from the customer or from the upstream supplier/manufacturer. The details mutually determined and confirmed in writing at the time of conclusion of the contract shall be decisive. Unless expressly stipulated otherwise in writing, Andreas Wendt GmbH shall not assume any guarantee for a specific quality of the goods.
 - 4) Only the customer is entitled to warranty and liability claims and these are not transferable. The customer's rights in respect of defects shall also be subject to the condition that the customer has duly complied with its obligations to examine the goods and give notice of defects in accordance with §377 of the German Commercial Code (HGB). In the event of defects in the object of sale, we shall be entitled, at our discretion, to remedy the defect, make a replacement delivery, take back the goods or refund the purchase price in part or in full. Unless otherwise agreed in writing, the first delivery shall always be deemed to be the validating element of the contract in terms of the principle of "purchase on sample" for the execution of framework agreements. The customer is thus subject to a special duty of control and inspection. Hidden defects remain unaffected by this regulation.
 - 5) Andreas Wendt GmbH insists on its right from the fiction of approval according to §377 HGB, according to which the goods or services shall be deemed approved if the notification of a defect by the customer is not made immediately after discovery, unless the defect is obviously apparent (namely transport damage, wrong and short delivery). Notification of such obvious defects shall be deemed to have been made without delay and in good time, provided that it is received within 12 working days of receipt of the goods or transfer of risk. Notification of hidden defects shall be deemed to be made without delay and in good time if it is received within 12 working days of discovery. Hidden defects shall be deemed to include, in particular, prohibited residues or foreign bodies in foodstuffs. In the event of weight discrepancies, the weight shown on our delivery documents shall apply. The customer is free to prove that the weight calculated by him was determined correctly according to a generally accepted method. The foregoing shall apply mutatis mutandis to deviations in quantity.
 - 6) The statutory periods for the limitation of claims for defects shall apply. They shall commence upon (ex-) delivery at the place of use or the place of performance on the date of performance (in some cases simultaneously with the transfer of risk).
- #### §12 Prices, terms of payment, invoicing, term of payment
- 1) The price stated in the order confirmation shall be binding and, unless otherwise agreed in writing, shall be understood

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- as "free domicile" including all discounts, processing, packaging and transport costs. If another trade term is named in an order confirmation on the basis of the Incoterms (according to §2 para. 3), the associated standardized regulations regarding the place of performance, performance obligations and the transfer of risk shall apply.
- 2) Unless otherwise agreed, the agreed prices for products and services are net prices (excluding VAT) in euros. The statutory value added tax is shown separately on invoices. Insofar as customers provide us with their reference number(s), we will note these on our invoices. At our discretion and subject to prior written agreement, invoices may also be issued in US dollars (USD).
 - 3) If import and export duties, customs rates or other, not calculated sovereign costs change between conclusion of the contract and delivery within the delivery period, these shall be borne by or in favor of the purchaser. In the event of changes in the exchange rate between conclusion of the contract and delivery within the delivery period, we shall be entitled to adjust the price accordingly.
 - 4) For deliveries on target, the payment term shall be calculated according to the date of delivery or the date of performance of the service. Unless otherwise agreed, payment shall be made without any deduction immediately upon receipt of the invoice. We exclude a deduction of discount in principle.
 - 5) Payment of the invoice shall be made by the customer within the term of payment agreed in writing with a means of payment of our choice. We offer the choice of payment by bank account transfer or by check. The term of payment shall be stated on each invoice and shall be deemed to have been agreed unless this is expressly contradicted in writing. Payment by bill of exchange is only permitted by express agreement and even then only on account of payment. Discount charges, bill of exchange tax and collection charges shall be borne by the customer. They are due immediately. In the case of payment by check, payment shall not be deemed to have been made upon receipt of the check by the seller, but only upon its cashing.
 - 6) Our bank details are indicated on each invoice. The customer has the obligation to compare the actuality of the data possibly already used by him with those of the current invoice(s) and to correct them if necessary.
 - 7) The customer may not transfer, assign or sell any claims arising from the contractual relationship in whole or in part to third parties without our prior written consent.
 - 8) Offsetting by the customer with counterclaims is excluded, unless the counterclaims are undisputed or legally established. The assertion of a right of retention by the customer is excluded, unless it is based on the same contractual relationship or the counterclaims are undisputed or legally established.
 - 9) If, after conclusion of the contract, we become aware of facts concerning a significant deterioration in the financial circumstances of the customer which, according to prudent business judgment, are likely to jeopardize our claim to counter-performance, we shall be entitled to demand suitable security within a reasonable period of time until the time of performance incumbent upon us or performance only concurrently with the provision of counter-performance. If the customer does not comply with the justified demand or does not comply with it in time, we may withdraw from the contract or demand damages instead of performance.

§13 Packaging, labelling

- 1) The products sold by Andreas Wendt GmbH always have suitable packaging / outer packaging. Packaging materials and means of transport used for foodstuffs must be clean, undamaged and harmless to health and comply with the applicable international and national statutory regulations, the recommendations of the relevant authorities and bodies and the state of the art. For materials that come into direct contact with food, Andreas Wendt GmbH will be happy to provide valid declarations of conformity and test reports upon request.
- 2) Products shall be packed in such a way that transport damage is avoided. For this purpose, packaging and repackaging material shall be used to the extent necessary and, if possible, shall be environmentally friendly and recyclable.
- 3) Individual containers, packaging and transport units can only be marked in accordance with the customer's specifications after prior consultation. This shall apply only to the extent technically possible and provided that the required scope complies with the minimum legal requirements. For this purpose, Andreas Wendt GmbH shall receive either draft labels or concrete instructions for the labelling. If Andreas Wendt GmbH does not receive any information on the labelling of containers, the statutory minimum requirements shall apply and a design of the seller's choice shall be applied. The minimum requirements result, depending on the place of performance, from national as well as international rules and regulations.
- 4) Deliveries are regularly made in bulk containers, which are intended exclusively for the B2B market. A resale of the goods in these packagings to end customers is not permitted. In the case of packaging for the B2B market or the out-of-home market, the customer shall be obliged to indicate to Andreas Wendt GmbH whether the disposal premium pursuant to the Packaging Act (VerpackG) or the Packaging Or-

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dinance (EC (No) 1935/2004) is to be paid by the customer itself or whether the registration is to be carried out by the manufacturer. If the customer fails to fulfill his obligation to clarify the system participation before placing the goods on the market, he shall be liable himself and exclusively for any resulting penalties or administrative fines.

- 5) Deliveries are regularly made in so-called lost packaging. The packaging is included in the product price and becomes the property of the customer together with the product. The customer assumes the obligation and the costs of proper disposal. If possible, the packaging to be disposed of shall be returned to the economic and recycling cycles.
- 6) If delivery is made in returnable packaging by special agreement, the customer shall be obliged, in the absence of further agreements, to return such packaging in perfect condition, carriage paid. Returnable packaging may not be filled with other or third-party goods or used in any other way.
- 7) If the delivery is made on Euro or pool pallets and associated loading aids, the customer must provide loading aids in an equivalent, serviceable condition for the exchange. If these are not available at the time of delivery, our loading aids are provided on a loan basis and must be returned immediately. In the event of late return or non-return, Andreas Wendt GmbH shall have the right to charge the customer for the lost loading aids at standard market conditions.
- 8) In the case of disposable loading aids, these are included in the product price, unless otherwise stated in our order confirmation. A return by Andreas Wendt GmbH is excluded. Any disposal, including possible disposal costs, shall be the responsibility of the purchaser.

§14 Subcontractor

- 1) For the execution of transports and deliveries as well as for the use of cold storage services Andreas Wendt GmbH is dependent on the performance of subcontractors and service providers. The customer already now agrees with our selection of subcontractors. The contractors used by us are carefully selected and regularly checked.

§15 Third party property rights, protected designation of origin, protected geographical indication, traditional speciality guaranteed.

- 1) The customer warrants that the use of the products supplied by Andreas Wendt GmbH does not infringe any patents, licenses or other property rights and copyrights of third parties. If such rights are known to exist, Andreas Wendt GmbH shall inform the customer prior to conclusion of the contract and explain the consequences for further use.
- 2) If claims are asserted against Andreas Wendt GmbH or one of its suppliers on the basis of the delivery and use of the

products by the customer due to an infringement of such rights, the customer shall be obliged to indemnify Andreas Wendt GmbH against such claims upon first written request. The indemnification obligation shall apply to all applications arising in connection with the claim. In such a case, Andreas Wendt GmbH shall be entitled to pass on to the customer any expenses incurred for the use, approval or even penalty payment. The indemnification obligation shall not apply if the customer is not responsible for the infringement of the property rights of third parties.

- 3) The customer guarantees that products with a protected designation of origin (PDO), protected geographical indication (PGI) or traditional specialties guaranteed (TSSG) are always recognizably designated as such, labeled and traded and resold in accordance with the rules. Product protection can exist both on the basis of international regulations (including EU (VO) 1151/2012 and EU (VO) 1898/2006) as well as on the basis of national regulations (including AOC, DOP, DOC, DOCG, DAC) and must be fully observed.

§16 Force majeure

- 1) If a delivery becomes impossible or excessively difficult due to force majeure, official or sovereign measures, shutdown of operations, strike or similar circumstances (war, drought, flood, suspension of shipping, strike, non-issuance of import or export licenses, foreign exchange regulations, fire, insufficient catches or harvests, lack of raw materials, etc.), Andreas Wendt GmbH shall be released from its obligation to deliver for the duration of the hindrance and its after-effects without being liable to pay damages.), Andreas Wendt GmbH shall be released from the obligation to deliver for the duration of the impediment and its after-effects without being liable to pay damages to the customer. Customers shall be informed immediately of the occurrence of such events. If these events last for a disproportionately long period of time or if their origin and outcome are unforeseeable, Andreas Wendt GmbH shall be entitled to reasonably postpone deliveries or to withdraw from a contract.
- 2) In deviation from the legally regulated consequences of termination, the following shall apply: If we terminate the contract for good cause for which the customer is responsible, the customer shall be charged both for the individual services rendered up to receipt of the notice of termination and for any additional expenses due to advance services rendered as well as for differences due to cover sales. Good cause within the meaning of this provision shall be deemed to exist in particular if, as a result of sovereign decisions, we no longer have an interest in providing the contractual service, if the customer files for insolvency or composition proceedings or if the conditions for filing for insolvency or composition proceedings exist.