



General Terms and Conditions

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of Industry and Commerce existing at our registered office, excluding the ordinary course of law.

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 is 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 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 settled in accordance with the arbitration rules of the local Chamber

- 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 (2), we shall remain entitled to sue the business partner also in the court which has 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 the right of settlement

- 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.

§5 Secrecy, advertising

- 1) Any disclosure or publication of the business relationship existing with us as well as all contents thereof, in particular re-

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garding 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: Conditions of Purchase

§8 Offer, order, deviation

- 1) The preparation of offers by suppliers is free of charge. Quotations must be submitted by the deadline specified in the inquiry. In his offer, the supplier must adhere exactly to our technical specifications and the wording of the inquiry. In the event of deviations, this must be expressly pointed out. If no technical specifications are made by us, the supplier is required to provide us with full information on products and/or services in a suitable form (data sheets, flowcharts, reports, performance descriptions, etc.).
- 2) Orders must be in writing and must be confirmed in writing by the supplier without delay. An order created with the aid of automatic or electronic equipment, in which the signature and name reproduction are missing, shall be deemed to be in writing. Verbal orders, amendments or additions to orders shall only be binding if confirmed by us in writing. An order confirmation deviating from the order requires our counterconfirmation. If, nevertheless, a delivery and/or service is made without our written consent, this shall be irrefutably deemed to be an agreement with our terms and conditions of purchase.
- 3) The written form shall also be deemed to have been complied with in the event of transmission by way of electronic data transmission. If the supplier does not accept an order within 7 calendar days, we shall be entitled to revoke the order before receipt of the supplier's declaration of acceptance. Our silence in response to offers, requests or other declarations by the supplier shall not be deemed to constitute consent unless this has been agreed in writing in advance.
- 4) Insofar as an order by us contains obvious errors, spelling mistakes or miscalculations, it shall not be binding for us. The supplier shall notify us immediately of any recognizable errors and/or deviations.
- 5) All documents (confirmations, dispatch notes, delivery papers, waybills, invoices and other letters) are to be sent to us recognizably with our reference number (order number or framework agreement number). For EC organic certified

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foodstuffs, the organic inspection body number of the manufacturer or last packer, and - if the supplier itself is not the manufacturer or last packer - its own organic inspection body number must also be indicated on all documents, but in particular on the order confirmations, shipping documents and invoices.

- 6) If it becomes apparent during the execution of a contract that deviations from the original agreement will be necessary or expedient, the supplier shall inform us immediately in writing and submit proposals for changes. Andreas Wendt GmbH shall subsequently inform the supplier in writing whether and which proposed changes or to what extent changes can be accepted and how they are to be implemented. All changes shall be recorded in writing. The general obligation to deliver or perform shall otherwise remain unaffected.
- 7) If deviations from or changes to the original agreement become necessary due to the actions or on the initiative of Andreas Wendt GmbH, the supplier shall be entitled to demand an adjustment of the price in the event of cost increases for the guarantee of the performance of the contract resulting therefrom. The price adjustment shall be a matter of negotiation between the parties involved and shall require mutual agreement and written confirmation in order to become effective. In the event that no agreement can be reached, Andreas Wendt GmbH shall be entitled to demand delivery and/or performance at the conditions of the original agreement.
- 8) Neither party may withdraw from an order or contract in whole or in part without the written consent of the other party. By mutual agreement, contracts and/or orders may be cancelled at any time without observing a notice period. The withdrawal must be agreed in writing.
- 9) If the financial circumstances of a supplier deteriorate significantly or if the substantiated application of a third party for the opening of insolvency or comparable proceedings against the assets of the supplier is rejected for lack of assets, Andreas Wendt GmbH shall be entitled to withdraw from the contract in whole or in part.

§9 Quality, warranty, claims for defects, product liability

- 1) The supplier assures us 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 currently valid version. The supplier shall immediately inform Andreas Wendt GmbH in writing of any reservations it may have about the execution of an order requested by Andreas Wendt GmbH. Furthermore, the provisions under §8, esp. para. 1 and §11, esp. para. 1-2 shall apply.
- 2) The supplier shall observe the recognized rules of technology and the respectively applicable statutory and official regulations as well as, if applicable, our special company rules and regulations. In particular, the supplier shall observe the accident prevention regulations and the generally recognized safety and occupational health rules. 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 (see in particular §8, §11).
- 3) We have the express expectation of our suppliers and service providers that we may, exclusively after more reasonable advance notice and on the basis of written agreement on the scope of the project, carry out checks and inspections within the supplier's sphere of influence and that of its upstream suppliers, namely in the fields and in the production and storage facilities. The supplier shall ensure that we are granted corresponding rights, if necessary, also with regard to the supplier's upstream suppliers, if necessary or expedient. The examinations in this respect are for orientation purposes only and do not constitute an anticipation of the incoming goods inspection, so that any defects found during the incoming goods inspection may be asserted in full (see §11).
- 4) The supplier generally undertakes to comply with the environmental protection regulations applicable in his country. Furthermore, the supplier is obliged to avoid or reduce environmental pollution within its sphere of influence and to continuously improve environmental protection. Child labor is strictly prohibited in the production of goods or the provision of services to Andreas Wendt GmbH. We welcome the introduction of national and international standards and norms regarding quality, environment and social issues (e.g. ISO 9001, BRC, ISO 14001, EMAS, SA 8000, SMETA). We expect our suppliers to act according to the ILO conventions.
- 5) It makes no difference whether the agreed product description (§8, esp. para. 1; §11, esp. para. 1) originates from us, from the supplier or from the manufacturer. In any case, the supplier assumes a quality and durability guarantee. He thus guarantees the quality of the goods and that the goods will retain the contractually defined quality for the contractually defined duration (durability guarantee). In the case of a durability guarantee, it shall be presumed that a material defect occurring during its period of validity shall give rise to the rights under the guarantee.
- 6) The supplier shall be further liable under these terms and conditions and the statutory provisions in particular for intent and any kind of negligence, including its representa-



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tives, agents, vicarious agents or assistants. The liability cannot be limited in terms of amount.

- 7) We shall be entitled to demand that the supplier, at our discretion, rectify the defect or make a replacement delivery. In this case, the supplier is obligated to bear all expenses necessary for the purpose of rectification of the defect or replacement delivery. This may also include costs for the disposal of defective goods or covering purchases. The right to claim damages, in particular damages for non-performance, is expressly reserved. We shall also be entitled to claims for defects without limitation if the defect remained unknown to us at the time of conclusion of the contract due to gross negligence.
- 8) The Supplier expressly waives its right under the fiction of approval pursuant to §377 of the German Commercial Code (HGB), according to which the goods or services shall be deemed to have been approved if notification of a defect is not given immediately after discovery, unless the defect is obvious. Instead, we stipulate the following for the commercial duty of examination and notification of defects: Our duty to inspect shall be limited to defects which become apparent during the incoming goods inspection under external examination including the delivery documents (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 and foreign bodies in foodstuffs. In the case of weight deviations, the weight determined during our incoming inspection shall apply. The supplier shall be 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.
- 9) 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.
- 10) The supplier shall be obliged to indemnify Andreas Wendt GmbH upon first request against claims of third parties arising from domestic and foreign product liability, unless the supplier is not responsible for the product defect and the damage incurred according to the principles of product liability law (among others, cause outside the supplier's sphere of control and organization).
- 11) Within the scope of the indemnification obligation pursuant to para. 10 or pursuant to a justifiably established liability of the supplier, the supplier shall be obliged to pay for

any expenses arising in connection with a warning, replacement or recall action carried out by us (pursuant to provisions of the German Commercial Code (HGB), German Civil Code (BGB), in particular contract and tort law). Andreas Wendt GmbH shall inform the supplier about the content and scope of the measures to be taken, insofar as reasonable, and give the supplier the opportunity to comment. The supplier shall support Andreas Wendt GmbH in the implementation of the necessary and expedient measures to the best of its ability. Other statutory claims shall remain unaffected

- 12) We expressly recommend that each supplier take out or maintain for the term of the contract and warranty a business insurance policy, an extended product liability insurance policy and a recall insurance policy with worldwide coverage and appropriate amounts of coverage for personal injury and property damage.

§10 Prices, terms of payment, invoicing, term of payment

- 1) The price stated in the order shall be binding and, unless otherwise agreed in writing, shall be understood as "free domicile" including all discounts, processing, packaging and transport costs. If another trade term is named in an order 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). The statutory value added tax shall be shown separately on invoices. Invoices that do not comply with these conditions will be rejected. In this context, we shall exercise our right of retention for deliveries and services until presentation of an invoice that complies with these terms and conditions.
- 3) Invoices are to be sent to us in single copy and can, at the choice of the invoicing party, either be sent to us by post or electronically by e-mail. The respective coordinates can be found in our purchase orders and may also change in the future. Suppliers will be notified of any changes in writing in advance. However, this does not release suppliers from a basic obligation to check and verify the correctness of the coordinates specified on our orders.
- 4) Invoices must be complete. This applies in particular, but not exclusively, with regard to reference numbers required for processing (contract, order or delivery note numbers, supplier numbers, delivery quantity, delivery data, lot numbers, eco-control numbers, etc.). Furthermore, the statutory provisions on invoicing shall apply.

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- 5) At our option and subject to prior written agreement, invoices may be issued to us in Euros (€) or in United States Dollars (USD).
- 6) Payment of the invoice shall be made in accordance with the payment term agreed in writing with a means of payment of our choice. The term of payment shall be stated on each purchase order and shall be deemed to have been agreed unless this is expressly contradicted in writing. Insofar as the supplier has to provide testimonials, certificates, quality test reports or other documents, these must be sent promptly with the delivery/service in a suitable form. In any case, however, these documents must be sent to us before the due date of the invoice in order to ensure timely payment. Incomplete documents can, in justified cases - for example, if the validity of a product backlog, e.g. of organic products or PGI (see §13), can only be conclusively guaranteed by the documents - lead to the postponement of a payment if punctual payment would result in a considerable product risk.
- 7) Without our prior written consent, the supplier may not transfer, assign or sell to third parties, in whole or in part, any performance or delivery obligations, payment claims or receivables arising from the contractual relationship.
- 8) We are entitled to offset counterclaims against the supplier's claim or to withhold payments until complete, proper fulfillment of the contract (applies equally to delivery and performance). Furthermore, the provisions under §3 and §9 shall apply.
- do so and if this results in additional processing costs for Andreas Wendt GmbH or third parties entitled to claim, Andreas Wendt GmbH shall be entitled to charge these costs to the supplier as a counterclaim in accordance with §11 para. 8 and taking into account §3.
- 4) The place of performance for delivery and service results from our order. Unless specifically stated in the order, the place of performance shall be our place of business in accordance with §2 para. 5. The supplier must always adhere to the specified location and fulfill his obligations in accordance with Incoterms (see §2 Para. 3).
- 5) In case of delivery by the supplier, the supplier shall bear the transport risk. The supplier is expressly recommended to take out transport insurance at his own expense which is appropriate to the risk profile, possible damage amounts and the general benefit. The supplier shall bear the risk of accidental loss or accidental deterioration of the products until their handover or the transfer of risk.
- 6) Deadlines, delivery and service dates must be met without fail. If a supplier culpably fails to meet a delivery or performance date specified in the calendar, it shall be in default without further reminder or setting of a deadline. Any clear or recognizable deviation/delay shall be immediately brought to the attention of Andreas Wendt GmbH in writing. This shall also apply to orders where we purchase products "ex works" or "ex warehouse" and also if these are collected by a third party commissioned by us. A supplier 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.

§11 Delivery, Dates, Transfer of Risk, Ownership

- 1) Our orders, performance descriptions, drawings, weight, dimension and consumption data, raw material and product specifications are binding and describe the agreed quality. If the supplier confirms an order, the delivery and/or service shall be provided without deviation therefrom. Early delivery/service provision, excess or short delivery and/or other deviations require our prior written consent. Qualitative and quantitative tests shall be carried out and documented prior to a delivery/service using suitable test procedures. Evidence shall be provided upon our request.
- 2) The acceptance of goods/services is always subject to subsequent quantity and quality checks. These must be carried out within a reasonable period of time. Further details are regulated by §9 of the terms and conditions.
- 3) The supplier shall send Andreas Wendt GmbH all necessary shipping and delivery documents without delay and without being requested to do so. This may also include further documents such as reports, QS certificates or COI certificates, insofar as these are indispensable for the transport, acceptance or forwarding of the goods. If the supplier fails to
- 7) We shall be entitled to set a period of grace appropriate to the business and the urgency and, if the supplier fails to comply with the period of grace, we reserve the right to withdraw from an order and/or to claim damages. This applies in particular to so-called "absolute fixed-date transactions", which must be carried out at a fixed time or within a fixed period. Transactions which constitute an absolute firm deal shall be made known to the Supplier as such prior to the conclusion of the contract. Acceptance by the supplier of such an order shall be voluntary. Rights and obligations arising therefrom shall be effective. The setting of a time limit shall be dispensable if the supplier seriously and finally refuses performance or if special circumstances exist which, after weighing both interests, justify the immediate assertion of the claim for defects (see §9).
- 8) By accepting delayed deliveries/services, we do not waive our claims for compensation of damages caused by delay (e.g. covering purchases). The amount of damages shall be transparently itemized to the business partner. The statutory claims shall apply, also with regard to interest on arrears.

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The supplier shall be entitled to prove that no damage or a lower damage has been incurred as a result of the delay.

- 9) The supplier warrants that it is authorized to resell and transfer ownership. Products shall become the property of Andreas Wendt GmbH immediately and free of encumbrances upon their handover. We exclude a reservation of title in favor of the supplier or third parties. Furthermore, the provisions under §10 para. 7 and para. 8 shall apply.

assumed by it and ensure compliance therewith all obligations which it has assumed vis-à-vis us. This shall also apply in terms of the information provided under §5 Para. 1 - Para. 4 regarding confidentiality requirements, unless the disclosure of the information is mandatory and satisfies the criteria under §5 Para. 3.

- 2) The supplier may not prevent its subcontractors from concluding contracts with us for other supplies/services.

§12 Packaging, labeling

- 1) The supplier must always ensure suitable packaging for ordered products. Packaging materials and means of transport used for foodstuffs must be new, 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, the supplier shall provide valid declarations of conformity and test reports. The supplier shall be liable for compliance with existing regulations in this respect as well as for compliance with special requirements that may arise from our orders, and for any damage resulting from a breach of these obligations.
- 2) Products are to 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 or packaging units must be labeled in accordance with our specifications. If necessary, units such as pallets must also be provided with special labels. For this purpose, the supplier shall receive from Andreas Wendt GmbH either draft labels or concrete instructions for the labeling. If Andreas Wendt GmbH does not provide any information on the labelling of containers, the statutory minimum requirements shall apply. These result, depending on the place of performance, from national as well as international rules and regulations. In case of non-compliance, acceptance may be refused. If additional costs of processing are incurred by Andreas Wendt GmbH or third parties entitled to claim as a result of inadequate labelling, Andreas Wendt GmbH shall be entitled to charge these costs to the supplier as a counterclaim in accordance with §11 para. 8 and taking into account §3.

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

- 1) The supplier warrants that the delivery and use of the products does not infringe any patents, licenses or other property rights and copyrights of third parties. If such rights exist, the supplier shall comprehensively present them to Andreas Wendt GmbH prior to conclusion of the contract/order and explain any possible effects on further use.
- 2) If Andreas Wendt GmbH or one of its customers is held liable by a third party for an infringement of such rights due to the delivery and use of the products, the supplier shall be obliged to indemnify Andreas Wendt GmbH against such claims upon first written request. The obligation to indemnify shall relate to all applications incurred by us in connection with the claim. In such a case, Andreas Wendt GmbH shall be entitled to pass on to the supplier any expenses incurred for the use, approval or even penalty payment. This shall only apply in the event that there is a failure to notify on the part of the supplier within the meaning of §10 Para. 1. The indemnification obligation shall not apply if the supplier is not responsible for the infringement of the industrial property rights of third parties.
- 3) The supplier 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 delivered in compliance with the rules. Product protection may exist 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. The supplier shall be obliged to comprehensively present the product protection to Andreas Wendt GmbH prior to conclusion of the contract/order and to explain any consequences for further use.

§13 Subcontractor

- 1) The involvement of subcontractors always requires our prior written consent. Subcontractors shall be named in the offer if they are known to the supplier at the time of the offer and are necessary for the provision of the delivery and/or service. Information on the respective scope of supply and services of the subcontractors shall be provided. The supplier shall impose on the subcontractor(s) with regard to the tasks

§15 Force Majeure, Termination, Liability of Andreas Wendt GmbH

- 1) If Andreas Wendt GmbH is prevented from fulfilling its contractual obligations, in particular from accepting the products, due to force majeure, Andreas Wendt GmbH shall be



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released from its obligation to perform for the duration of the impediment as well as a reasonable start-up period, without being obliged to pay damages to the supplier. The same shall apply if the performance of Andreas Wendt GmbH's obligations is made unreasonably difficult or temporarily impossible due to unforeseeable circumstances for which Andreas Wendt GmbH is not responsible, in particular due to labor disputes, official measures, energy shortages or significant operational disruptions, including those caused by weather conditions.

- 2) Insofar as Andreas Wendt GmbH has assumed a procurement risk, it shall be liable for damages arising from the breach of a warranty or from injury to life, limb or health. The same shall apply to intent and gross negligence. Andreas Wendt GmbH shall only be liable for slight negligence if essential obligations are violated which result from the nature of the contract and which are of particular importance for the achievement of the purpose of the contract. In the event of a breach of such obligations, default and impossibility, the liability of Andreas Wendt GmbH shall be limited to such damages as may typically be expected to occur within the scope of the contract. Mandatory statutory liability for product defects shall remain unaffected.
- 3) 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.
- 4) In deviation from the legally regulated consequences of termination, the following shall apply: If we terminate the contract for an important reason for which the supplier is responsible, the supplier shall only be remunerated for the individual services rendered up to the receipt of the termination and which are utilized by us. We reserve the right to claim damages against the supplier. The supplier shall reimburse any additional expenses incurred. 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, an insolvency or composition petition is filed on the part of the supplier, the conditions for an insolvency or composition petition exist or the supplier fails to meet its obligation to subsequently deliver/rectify defective services within a reasonable period set in writing or the rectification fails at the first attempt.