

# General Terms and Conditions of Purchase

## Husarich GmbH

### § 1 Scope of application

The following terms and conditions shall apply exclusively for the purchase of goods and the commissioning of services by Husarich GmbH as well as for the contractual cultivation of produce for delivery to Husarich GmbH (hereinafter referred to as the "**Buyer**"). The Buyer objects to any deviating or additional terms and conditions used by its contractual partner (hereinafter referred to as the "**Supplier**"). Such deviating or additional terms and conditions shall not apply even if the Buyer accepts delivery of goods without reservation despite being aware of the terms and conditions used by the supplier.

### § 2 Conclusion of contract

Orders may be placed in writing or by e-mail. If the order of the Buyer constitutes an offer, such offer may only be accepted by the Supplier within three (3) working days in writing or by e-mail. If the Buyer's order is based on a binding offer made by the Supplier the contract is concluded upon Supplier's receipt of the order.

### § 3 Prices and Payment

- (1) Contractually agreed prices shall be fixed and binding. The price shall include free delivery including packaging, unless there is a deviating written agreement.
- (2) The Buyer shall be entitled to the statutory rights to offsetting and retention without restriction.

### § 4 Delivery

- (1) Subject to a deviating agreement, delivery shall be made DAP Hamburg according to the INCOTERMS 2020.
- (2) For deliveries to be on time, the time when they arrive at the place of destination indicated by the Buyer shall be decisive.
- (3) The Supplier shall notify the Buyer without undue delay by submitting proof, if it appears that it will not be possible for him to render all or any of his performance in time. The Supplier's liability for defaults remains unaffected.

If the Supplier is prevented from fulfilling its contractual obligations by an event beyond its reasonable control but fails to notify the Buyer, the Supplier shall be treated as if he were responsible for the impossibility of performance.

- (4) If the Supplier is in default of delivery, the Buyer is entitled to a contractual penalty in the amount of 0.3 % of the net price of the goods delivered with delay per business day, however limited to a maximum 5% of the net price of the goods delivered with delay. The Buyer is entitled to request the contractual penalty in addition to fulfillment of contract and as the minimum amount of damages owed by the Supplier according to the statutory provisions. The right to claim damages as well as other claims and rights for default remain unaffected. The claim for payment of the contractual penalty remains in place despite

acceptance of the delayed delivery without reservations if such claim is asserted upon payment of the purchase price at the latest.

### § 5 Packaging / marking

The Supplier shall supply the product in packaging which is suitable for foodstuffs and safe for transportation. Each package shall be individually marked. The minimum requirements for the marking are:

- Husarich batch or lot-number
- Product name
- Net weight
- Country of Origin.

### § 6 Quality of the goods

- (1) The Buyer's product specifications form is an integral part of the agreement with the Supplier. The Supplier guarantees to deliver goods that completely comply with these specifications and with the German and European laws and regulations governing food and drugs, including their packaging. The supplier is responsible for quality and hygiene controls to make sure that the agreed specifications are met throughout the whole and entire process (seeding, cultivation, harvest, drying, cleaning, warehousing, transport, etc.) in line with Good Manufacturing Practice.
- (2) The supplier further guarantees that the goods
  - do not contain any additives and have neither been treated with gas (in particular methyl bromide, nor ethylene oxide) nor with ionizing radiation.
  - neither contain any other substances which are harmful or endanger the health, nor any foreign substances that cause nausea.
  - are not genetically altered and do not contain any genetically altered substances and compounds.
- (3) The supplier guarantees to inform Husarich GmbH in writing on possible allergens (inclusive cross-contamination) or allergenic ingredients in the meaning of Annex II of Regulation (EU) No 1169/2011 (Food Information Regulation - LMIV) prior to conclusion of contract and to mark the product and the delivery documents accordingly

### § 7 Purchase based on sample approval or analysis approval

- (1) The Supplier shall be obliged to draw representative samples according to the Buyer's specifications.
- (2) If a purchase is based on a sample and analytical results, the purchase contract shall only become valid once the analyzed sample is approved by the Buyer. The Buyer has an approval period of five working days to grant or deny a purchase made on the basis of the received specimen, and an approval period of 20 working days for specimen that is to undergo analytical sampling. The approval period begins the day after the same is received by the Buyer.
- (3) The delivered batches shall correspond to the preliminary sample. If, however, after sample approval or analysis approval, it turns out that the product contains defects which were not ascertained by the Buyer by means of testing the sample, without the Buyer being charged with gross negligence, the Buyer reserves the right to

report the product as being defective and to assert its statutory warranty claims without restrictions.

### **§ 8 Warranty**

- (1) In the event of defects of the goods, the Buyer shall be entitled to the statutory warranty rights without restriction.
- (2) Upon receipt of goods, the Buyer is merely obliged to inspect the goods for obvious defects which are evident from the outside (in particular apparent transport damage, incorrect delivery and quantity deviations) and to notify these to the Supplier without undue delay after delivery. The Buyer will give notice of other defects without undue delay as soon as they can be ascertained in the normal course of business. Hidden defects will be notified without undue delay after detection.
- (3) The period of limitation for warranty claims is 36 months from delivery. The statutory provisions in the case of supplier regress will remain unaffected.
- (4) The limitation periods for the warranty claims will be suspended by a notice of defects given by the Buyer in writing as long as the Supplier has not rejected the claim. For the rest, the statutory regulations on the suspension of limitation will apply.

### **§ 9 Passage of title**

The Supplier guarantees that the product is not encumbered with third-party rights and that it does not infringe upon any rights of third parties. Title shall be transferred to the Buyer upon delivery (receipt of the product).

### **§ 10 Rescission of contract**

In case of contracts on partial deliveries or call off contracts, the Buyer has the right to rescind the contract at its discretion in whole or - with regard to the outstanding deliveries – in part, if two consecutive deliveries are defective, provided that the Buyer duly complied with its inspection and notification obligations pursuant to § 8 (2). Furthermore, the Buyer shall be entitled to damages subject to the statutory requirements.

### **§ 11 Product liability**

- (1) The Supplier is obliged to indemnify the Buyer from third party damage claims arising from personal injury or material damage which are due to a defect of the product delivered by the Supplier which is attributable to the Supplier's sphere of organization and control and for which the Supplier itself is also liable vis-à-vis the third party.
- (2) The Supplier is also obliged to refund potential expenditures resulting from or in connection with a product recall carried out by the Buyer. The Buyer will inform the Supplier on the content and scope of the recall measures to be performed - to the extent this is possible and reasonable - and will give the Supplier the opportunity to comment. Further statutory claims remain unaffected.
- (3) The Supplier undertakes to take out product liability insurance with a cover of EUR 10 million per personal injury/material damage including recall costs. If the Buyer is entitled to further damage claims, these will remain unaffected. The Supplier is obliged to provide proof of the insurance cover to the Buyer.

### **§ 12 Confidentiality / Obligation to maintain secrecy**

The Supplier is obliged to keep all documents and information (verbally or in written format), diagrams and drawings he receives in connection with the contract in strict secrecy. This information may only be divulged to third parties with the Buyer's prior written consent.

The obligation to maintain secrecy shall not apply if and to the extent that the information received (i) has been public or publicly accessible (ii) was obtained by the Supplier prior to the disclosure without violation of a confidentiality obligation, or (iii) must be disclosed due to an official or judicial order. The Supplier bears the burden of proof with regard to the aforementioned exceptions.

The obligation to maintain secrecy shall also apply after the end of the contract.

### **§ 13 Place of fulfilment**

The place of fulfilment for all rights and duties created by the contract shall be the Buyer's principal place of business.

### **§ 14 Arbitration agreement**

14.1 Subject to section 14.2, all disputes arising in connection with the contract or its validity shall be finally settled by the arbitral tribunal of the Waren-Verein der Hamburger Börse e.V. in accordance with its arbitration rules to the exclusion of the ordinary state courts. In the event of any dispute concerning quality defects, the parties shall be entitled but not obliged to obtain an expert opinion on the basis of the Rules of Procedure for Experts of the Waren-Verein der Hamburger Börse e.V. The possibility to provide proof by other means of evidence remains unaffected. The Terms and Conditions of the Waren-Verein der Hamburger Börse e.V. shall not apply. The language of arbitration shall be German or English, depending on the respective contractual language.

14.2 The Buyer is alternatively entitled to bring an action against the Supplier before an ordinary state court. If the Supplier is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from and in connection with the contract shall be Hamburg in this case.

### **§ 15 Applicable law**

The contract between the Buyer and the Supplier shall be subject to the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).