

General Terms and Conditions of Sale (GTCS)

1. Scope of Application of the GTCS

1.1 The GTCS of Husarich GmbH shall apply exclusively to all contracts concluded by Husarich GmbH. We do not accept any conflicting or deviating terms and conditions of the customer unless we have expressly agreed to their validity in writing.

1.2 These GTCS shall only apply to entrepreneurs within the meaning of Sec. 14 BGB [German Civil Code], legal entities under public law and special funds under public law.

2. Conclusion of Contract

Our quotes are subject to change, in particular with regard to information on quantity, packaging, prices and delivery times. A contract will only be concluded through our written order confirmation. A confirmation by fax or email is sufficient without the need for an electronic signature. All agreements with the customer are fully set out in writing in the contractual documents. Our employees are not authorized to make verbal promises that deviate from the written agreements.

3. Prices and Terms of Payment

3.1 Our prices are net prices, exclusive of the respectively applicable statutory value added tax. Unless otherwise agreed, the prices shall be FCA Hamburg or respectively FCA Gallin in accordance with INCOTERMS 2020.

3.2 Our invoices are payable by bank transfer, free of charge for us, within fourteen days as of the invoice date. In the event that the payment deadline is exceeded, the statutory provisions on the consequences of payment default shall apply. In this case, we are in particular entitled to charge default interest in the amount of 9 percentage points above the base rate p.a. Further claims shall remain unaffected.

3.3 The customer shall only be entitled to offsetting rights if their counterclaims have been legally established, are undisputed or have been acknowledged by us. This restriction does not apply to counterclaims of the customer that arise due to defects or due to partial non-performance, if these counterclaims are based on the same contractual relationship as our claim.

4. Delivery and Delivery Time

4.1 Unless otherwise agreed, delivery shall be FCA Hamburg or respectively FCA Gallin in accordance with INCOTERMS 2020.

4.2 If the goods are shipped by us at the customer's request, we are entitled to determine the type of shipment (in particular the carrier, shipping route and packaging) at our discretion.

4.3 We shall only be obliged to deliver subject to correct, complete and timely delivery to ourselves. This also applies to the supply of the raw and auxiliary materials required for the manufacture of the goods.

4.4 If we are prevented from delivering or providing a service due to an official order, an import or export ban, the occurrence of a natural disaster, the effects of a pandemic or epidemic or other circumstances for which we are not responsible and which occur after conclusion of the contract, we shall be entitled to postpone the date of delivery or service by the duration of the hindrance, including a reasonable start-up period. We will notify the customer of the occurrence of the hindrance and its expected duration immediately after becoming aware of it. If the hindrance lasts longer than three months, each of the parties shall be entitled to withdraw from the contract.

4.5 If the customer asserts a claim for compensation for damage caused by delay (compensation in addition to performance), our liability shall be limited to 5 % of the net price of the delayed delivery or performance. This shall not apply in the cases mentioned in Clause 10.2 or in the event of intent or gross negligence.

4.6 We are entitled to make partial deliveries to a reasonable extent, in particular if the partial deliveries can be used independently by the purchaser and if no fixed delivery date has been agreed for the entire delivery.

5. Delivery Weights / Deviations in Weight

5.1 In case of a sale on a "approximately" basis, we reserve the right to deliver up to 5% more or less than the ordered quantity.

5.2 The weight stated by us upon delivery shall be decisive. However, the customer may request weighing at their own expense. Any deviations in weight must be reported immediately, at the latest, however, within three days after delivery of the goods.

6. Condition of the Goods / Packaging / Labeling

6.1 We reserve the right to allow within reasonable limits minor deviations of the goods in color and content caused by harvesting or nature, as well as minor deviations due to processing.

6.2 The customer must verify the suitability of the goods offered by us for the use intended by the customer and/or provide any necessary specifications. This applies in particular to goods that are imported from abroad and not further processed by us ("Original Imported Goods").

6.3 Where the quality of the goods requires special approval, authorization, permission or the like when the goods are delivered abroad by the customer, the goods must only be of a quality fulfilling these requirements if this has been expressly agreed. The customer is responsible for obtaining such approval, authorization, permission etc.

6.4 Unless otherwise stipulated, the purchaser shall receive the goods in customary packaging. We shall provide, at our expense, customary labeling for the proper identification of the packaging or packages, unless the customer instructs us to provide a different labeling.

7. Right of Withdrawal

If a significant change in the provisions on the permissible maximum levels for certain contaminants or in other significant legal framework conditions occurs after the conclusion of the contract, we shall be entitled to demand an appropriate amendment of the contract. If such an amendment is not possible or not reasonable for one of the parties, we shall be entitled to withdraw from the contract immediately after becoming aware of the aforementioned circumstances. The purchaser shall not be entitled to claim damages for non-performance in this case. The above provisions shall not apply if we were already aware of the change in the law in its specific form at the time of the conclusion of the contract or should have been aware of it if we had exercised due diligence.

8. Special Conditions for Subcontracted Processing

8.1 The subject matter of subcontracted processing is the processing or treatment (e.g. grinding, degermination, post-cleaning, stock protection treatment, drying, cutting, mixing of goods) of goods owned and provided by the customer.

8.2 The processing or treatment is carried out on the basis of the current state of production technology. Nevertheless, unavoidable structural changes and minor sensory deviations are possible and do not constitute a defect.

8.3 The customer is obliged to make the goods to be processed or treated available to us free of defects, at the agreed location and at the customer's own expense. The customer undertakes to verify the suitability of the goods for the desired purpose and to ensure that the end product manufactured using these goods will be allowed to be placed on the market in compliance with the statutory provisions if it is manufactured as ordered. We will only check the goods provided by the customer for externally visible defects. We will notify the customer immediately of any defects we discover. We shall only be obliged to carry out a more extensive quality inspection if this has been agreed separately.

8.4 The customer is obliged to ensure that the goods provided by them do not pose any health hazards during processing and storage and that they do not contaminate or otherwise impair the operating or storage rooms, machines or other goods (e.g. due to pest infestation or foreign objects).

8.5 If the customer provides a sample / specification of the desired finished product quality when placing the order, these requirements shall be considered to be targets. However, we reserve the right to make deviations within the scope specified in Clause 6.1.

8.6 If it becomes apparent in the course of the fulfillment of an order for processing on a contract basis that, due to product-specific factors that were not able to be identified at the time of the conclusion of the contract and for which we are not responsible, the processing costs are higher than initially calculated, and if we notify the customer accordingly without

delay, the contracting parties shall endeavor to agree on an appropriate price adjustment. If the contracting parties are unable to reach an agreement within one month after the respective notification, each of the contracting parties shall be entitled to withdraw from the contract.

9. Warranty

9.1 The assertion of warranty claims due to defects in the goods is subject to the condition that the customer has inspected the goods immediately after delivery and has reported any defects able to be discovered during the inspection no later than within five business days after the delivery. In the case of hidden defects, the aforementioned period shall apply accordingly as of the point in time at which the defect is discovered. The notification of defects must be made in text form.

9.2 We undertake to deliver the goods free of material defects. In the case of natural products, fluctuations in shape, color and structure as well as with regard to the quantity of active substances contained that are due to biological causes shall not constitute defects, unless certain parameters agreed in the individual contract are not met or the fluctuation in quality exceeds the usual level.

9.3 If the goods are defective and the customer has given notice of defect in good time, the customer may, in accordance with the statutory provisions, first of all demand subsequent performance. If we do not comply with the request for subsequent performance within a reasonable grace period, if subsequent performance is impossible or unreasonable or if we refuse subsequent performance, the customer shall be entitled to reduce the purchase price or to withdraw from the contract under the statutory conditions and to claim damages under the statutory conditions. If the customer demands subsequent performance due to a defect, we may, at our discretion, remedy the defect ourselves or deliver a defect-free item as a replacement. We shall bear the transport costs required for subsequent performance only to the extent that they are incurred for subsequent performance at the agreed place of delivery.

9.4 The customer's claims due to defects shall become statute-barred 12 months after the delivery of the purchased item. Notwithstanding the foregoing, the statutory warranty period of two years as of delivery shall apply to claims for damages due to culpable injury to body, health and life as well as to claims due to intent or gross negligence. The statutory limitation provisions in the case of delivery recourse shall also remain unaffected.

10. Liability

10.1 We are liable for the intentional or grossly negligent conduct of our executive bodies, legal representatives, employees and other vicarious agents. Claims for damages — irrespective of the legal basis — due to slightly negligent breaches of non-material contractual obligations shall be excluded subject to the provision in Clause 10.2. In the event of a slightly negligent breach of material contractual obligations (i.e. those obligations whose fulfilment is necessary to achieve the purpose of the contract and on whose compliance the customer regularly relies and may rely on), we shall, with regard to all legal aspects, be liable only for foreseeable damage typical of the contract.

10.2 Our liability for culpable injury to body, life and health as well as our liability according to the mandatory statutory provisions of the Product Liability Act shall remain unaffected.

10.3 All further claims of the customer are excluded.

10.4 The customer shall be liable to us for all damages arising from the breach of duties to cooperate, unless they prove that they are not responsible for their breach of duty. Any further legal claims on our part against the customer shall remain unaffected.

11. Retention of title (extended)

11.1 The goods delivered by us shall remain our property until payment of all our existing and future claims against the customer, including any ancillary claims and outstanding current account balances. Any exploitation or transformation of the delivered goods by the customer shall always be carried out on our behalf. If the delivered goods are processed along with other items that do not belong to us, we shall acquire co-ownership of the new item in accordance with the ratio between the value of the delivered goods and the other objects at the time of processing.

11.2 The customer hereby assigns to us, at this point in time, already, all claims against third parties to which the customer

is entitled in connection with the use of the goods delivered by us - in particular due to resale, processing or combination - in the amount of the gross purchase price of the goods delivered by us as security for all our claims against the customer. We accept the assignment. We authorize the customer to collect the claims against third parties assigned to us and will not collect the claims ourselves as long as the customer fulfills their contractual obligations. If the customer no longer fulfills their contractual obligations properly or if an insolvency petition is filed against their assets, we shall be entitled to revoke the collection authorization. In this case, the customer shall be obliged to immediately provide us with all information and documents that are useful for the enforcement of our rights arising from the simple or extended retention of title. In this case, the customer shall disclose the assignment to the third party.

12. Call-off contracts

12.1 If the parties agree on delivery on call, the customer shall be obliged to call off the goods within the agreed period in economically justifiable partial quantities in such a way that approx. 50 % of the agreed quantity is called off within the first half of the term of the contract. Unless otherwise agreed, the customer shall not be entitled to call off the total quantity at a specific delivery date as a single delivery.

12.2 The customer shall call off the remaining quantity no later than two weeks before the end of the agreed period. If the customer does not call off the goods within the aforementioned period, we may grant the customer a reasonable grace period for calling off the goods. If the grace period expires without success, we shall be entitled,

- (i) to withdraw from the contract; or
- (ii) to store or otherwise deposit the goods in question at the expense and risk of the customer; or
- (iii) to monetize the goods by way of public auction after prior warning.

In addition, we shall be entitled to compensation for damages and expenses under the statutory conditions.

13. Applicability of Incoterms

Agreed trade terms shall apply in the version of the INCOTERMS of the International Chamber of Commerce published at the time of the conclusion of the contract.

14. Applicable Law

The laws of the Federal Republic of Germany shall apply. The United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980 shall not apply.

15. Place of Performance

The place of performance for all mutual obligations arising from the purchase agreement is the location of the registered office of Husarich GmbH.

16. Arbitration Agreement

16.1 Subject to the provisions of Clause 16.2, the Arbitral Tribunal of Waren-Verein der Hamburger Börse e.V. shall, to the exclusion of the ordinary courts, have final jurisdiction to decide on all disputes arising in connection with the contract or its validity on the basis of its rules of arbitration. In the event of disputes 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 Waren-Verein der Hamburger Börse e.V.. The possibility of rendering evidence by other means remains unaffected. The terms and conditions of Waren-Verein der Hamburger Börse e.V. shall not apply. The language of arbitration shall, in accordance with the respective contractual language, be either German or English.

16.2 Alternatively, we shall be entitled to bring an action against the customer before an ordinary court of law. If the customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction shall be Hamburg.

As at 12/2020