

General Terms and Conditions of Sale of Bahlsen GmbH & Co. KG (Germany) for Sales to Commercial Customers

1. Scope of validity, conclusion of contract

- 1.1 For all current and future business relationships, all deliveries, offers and other performances shall take place exclusively pursuant to these General Terms and Conditions of Sale (GTACS). These GTACS are considered to have been accepted upon placing an order with Bahlsen, and at the latest upon the partial or full acceptance of the delivery or performance.
- 1.2 Bahlsen does not recognise general terms of trade of the customer that deviate from, contradict or amend these GTACS, unless Bahlsen has explicitly agreed to accept their validity in writing. These GTACS shall also apply if Bahlsen renders the performance for the customer unconditionally, in knowledge of terms of the customer that amend, deviate from or contradict these GTACS. This also applies in the event that such terms of trading of the customer are forwarded to Bahlsen by means of a letter of confirmation.
- 1.3 All offers made by Bahlsen are subject to change. The placing of an order with Bahlsen shall be deemed a binding contractual offer by the customer. In so far as nothing to the contrary results from the order, Bahlsen shall have the right to accept this contractual offer within two weeks of receiving it. Such acceptance can be declared either in writing (e.g. by means of a confirmation of order) or by delivering the ordered goods to the customer.
- 1.4 Bahlsen concludes the contract subject to the condition of the correct and timely delivery to Bahlsen itself by Bahlsen's suppliers. This shall only apply for the event that the non-delivery is not Bahlsen's responsibility. This applies in particular to agreements on the maintenance of master data or the quality of data to be transferred, insofar as these are not required by law.
- 1.5 All agreements made between Bahlsen and the customer pertaining to the execution of the contract are recorded in writing in the contract. Legally relevant declarations and notifications that the customer has to make vis-à-vis Bahlsen after conclusion of the contract (e.g. deadlines, notices of defects, declarations of withdrawal or reduction) must be made in writing to be valid.
- 1.6 Our GTACS apply only with regard to companies in the sense of Section 14 of the German Code of Civil Law (BGB), to legal persons governed by public law and to state-owned funds.

2. Place of fulfilment, transfer of risk

- 2.1 The place of fulfilment for the performances to be rendered by Bahlsen is Bahlsen's registered office in Hanover, Germany or the dispatch warehouse in question.
- 2.2 The risk of the accidental destruction or accidental deterioration of the goods passes over to the customer with handover of the goods to the forwarding agent, freight carrier or other persons entrusted with the forwarding of the goods. If the customer is in arrears with its acceptance, this shall be deemed tantamount to a handover.

3. Form of delivery, packaging

- 3.1 Bahlsen renders the delivery, unless otherwise agreed, by truck, free domicile to the customer or freight paid to the customer's railway station.

3.2 The delivery shall be in customary commercial packaging as selected by Bahlsen. Bahlsen is not obliged to take back packaging material. The customer shall be responsible at its own cost for disposing of packaging material received within the scope of a delivery by Bahlsen.

3.3 In as much as the delivery is made on standard pallets, the customer shall be obliged, in exchange, to provide the same number of undamaged empty pallets of the same size, design and quality in return for the pallets received with the delivery. If the customer does not have any exchange pallets or if they are damaged in the sense of the UIC norm or if pallets cannot be exchanged due to food-related legal requirements, Bahlsen shall have the right to demand financial compensation of EUR 10.00 for each exchange pallet not provided.

3.4 Bahlsen shall have the right to make partial deliveries if (i) the partial delivery can be used by the customer within the scope of the contractually intended use, (ii) the delivery of the remaining ordered goods is ensured and (iii) this gives rise to no significant additional costs or work for the customer (unless Bahlsen declares its willingness to take over these costs). The invoices issued for partial deliveries shall be payable irrespective of the overall delivery.

3.5 The minimum order value is the sale price ex-factory of EUR 500.00.

4. Delivery deadlines

Delivery deadlines are to be understood as approximate deadlines, unless explicitly stated by Bahlsen to be binding.

5. Delays in delivery and acceptance

5.1 Bahlsen shall not be liable for impossibility of delivery or for delivery delays, in as much as these are caused by force majeure or other events unforeseen at the time of concluding the contract (e.g. all kinds of business interruptions, difficulties in procuring energy or material, transport delays, strikes, lawful lockouts, a lack of staff, energy or raw materials, difficulties in procuring the required official permits, official measures or the lack of, incorrect or delayed delivery by the supplier) for which Bahlsen is not responsible. In as much as such events significantly hinder Bahlsen in its delivery or performance or if they make such delivery or performance impossible, and the hindrance is not only of a temporary nature, Bahlsen shall have the right to withdraw from the contract. In the case of hindrances of limited duration, the delivery periods or deadlines extend for the amount of time of the hindrance. If the delay makes it unreasonable for the customer to accept the delivery, it can withdraw from the contract by means of an immediate written declaration of withdrawal to Bahlsen.

5.2 If the customer is in arrears with its acceptance of the goods, Bahlsen shall have the right to refuse further deliveries until such time as the customer has met its obligations vis-à-vis Bahlsen from the agreed delivery. Any rights to claim damages shall remain unaffected by this.

5.3 Bahlsen can make further deliveries contingent to an advance payment of the purchase price or a security deposit, without the customer acquiring any rights as

a result to withdraw from the concluded agreement.

6. Terms of payment

- 6.1 The invoice date is the date of dispatch. There shall be no pre-dating.
- 6.2 The payment can be made by means of a bank debit, money transfer, cash payment or cheque payable immediately. In the case of cash payment or another form of payment made within ten days of the invoice date, Bahlsen will grant a 2% discount on the final invoiced amount. Otherwise, payments are to be made to Bahlsen without deduction by the 30th day after the invoice date. In as much as the customer issues Bahlsen with a mandate for payment using the SEPA direct debiting procedure, Bahlsen will conduct the required pre-notification no later than five days before the debit.
- 6.3 In so far as the customer does not make payment within 30 days of the invoice date, it shall be deemed to be in arrears. In such case, interest on arrears will be charged to the customer at the rate of 9 percentage points per annum above the base interest rate. In such case Bahlsen will retain the right to assert further losses caused by the delay, in particular the lump sum payment for arrears in accordance with Section 288 subsection 5 BGB.
- 6.4 The customer may only offset uncontested or legally binding claims against claims from Bahlsen. In the event of defects in the delivery, clause 7.3 shall remain unaffected.

7. Warranty

- 7.1 In the event of defects to the delivered goods, Bahlsen shall provide its choice of either repair or replacement of the goods in question (subsequent performance).
- 7.2 The customer shall only have warranty rights on the condition that it has properly met its obligation to inspect and reprimand the delivery in accordance with Section 377 of the German Code of Commercial Law (HGB) and rendered complaint of any defect it has found immediately and no later than two weeks after receiving the goods. If the customer fails to inspect or render complaint, the delivered goods shall be deemed to have been approved, unless the defect was not distinguishable in the inspection. Complaints are to be made in writing to Bahlsen, attaching the packing note enclosed with the delivery or another identification paper. This shall also apply to any wrong deliveries or deviations from the agreed amounts delivered.
- 7.3 Bahlsen shall have the right to render its owed subsequent performance dependent on the customer paying the owed purchase price. The customer shall have the right, however, to retain a share of the purchase price commensurate with the defect.
- 7.4 The passing of the "best before" date after delivery does not give the customer the right to return the goods.
- 7.5 Only the product description that Bahlsen has agreed upon with the customer shall be deemed the proper quality of the goods. Public statements, promotions or third-party advertisements shall not represent a statement of a given quality of the goods in addition to the product description from Bahlsen.
- 7.6 In as much as the goods are furnished with European Article Numbers (EAN) or the equivalent thereof as a bar code, Bahlsen guarantees only the correct assignment of the goods in question to the appropriate EAN. If the bar code cannot be read and this is the responsibility of Bahlsen, Bahlsen will only grant a warranty if this means the error rate to be accepted in

accordance with the applicable state of technology has been exceeded. This shall be based on the regulations of GS1 Germany GmbH made known accordingly.

- 7.7 If the subsequent performance fails or if an appropriate period of grace to be set by the customer for subsequent performance has passed without fulfilment, or if such period of grace can be dispensed with by law, the customer can withdraw from the contract or reduce the purchase price. There shall, however, be no right of withdrawal in the event of an insignificant defect.
- 7.8 At Bahlsen's request, the customer shall declare, within an appropriate period of time, whether it chooses to withdraw from the contract due to a defect, or if it continues to demand delivery.
- 7.9 The customer shall only have rights to demand damages or the reimbursement of fruitless expenditures in accordance with the provisions of Item 8, and there shall be no other rights apart from this.
- 7.10 In deviation from Section § 438 subsection 1 No. 3 BGB, the general period of limitation for warranty claims for defective goods or legal defects shall be one year from delivery. Special statutory regulations pertaining to third-party rights to the in-rem handover of goods (Section 438 subsection 1 No. 1 BGB), fraudulent intent on the part of the vendor (Section 438 subsection 3 BGB) and to rights in supplier regress upon final delivery to a consumer remain unaffected. In as much as Bahlsen does not explicitly recognise possible claims for defects on the part of the customer (Section 212 subsection 1 No. 1 BGB), new deliveries and subsequent rectifications of the delivered object shall be made as a gesture of good will and without acknowledgement of a duty to do so.

8. Liability

- 8.1 In the event of the slightly negligent breach of main obligations material to the contract, Bahlsen's liability shall be limited to damage to the goods that is foreseeable and typical for the kind of product in question. In other cases, Bahlsen shall not bear any liability for slight negligence. This shall also apply to slightly negligent breaches of duty on the part of legal representatives or vicarious agents of Bahlsen.
- 8.2 Liability pursuant to the German Product Liability Act shall remain unaffected by the above restrictions of liability. The same applies to the liability arising from damage to life, body or health, and if Bahlsen has intentionally failed to disclose a defect or offered a guarantee for the quality of the goods.
- 8.3 The period of limitation set forth in 7.10 also applies to contractual and non-contractual claims for damages on the part of the customer, as based on a defect to the goods, unless application of the normal statutory period of limitation (Sections 195, 199 BGB) would lead in the individual case to a shorter period of limitation. The periods of limitation provided for by German product liability law shall remain unaffected in any case. Otherwise, only the statutory periods of limitation shall apply for claims for damages on the part of the customer, in accordance with Item 8.

9. Retention of title

- 9.1 Bahlsen reserves the right to retain ownership of the delivered goods until such time as all its claims out of the business relationship with the customer have been settled.
- 9.2 The customer has the right to resell the goods handed over to it in normal business operations. If the customer ceases to make its payments, it no longer

has the right to dispose over the goods already delivered to it.

- 9.3 The customer is obliged to inform Bahlsen immediately of any access of third parties to the goods delivered under retention of title and to give the information required for Bahlsen to assert its rights, and to surrender the corresponding documents.
- 9.4 Upon placement of the order and until full payment of all claims from the business relationship with Bahlsen, the customer assigns all rights arising to it vis-à-vis third parties from the sale or further processing, and such rights arising in the future, to Bahlsen, along with all subsidiary rights. Bahlsen accepts this transfer of rights. The customer also assures that it has not otherwise disposed over the rights transferred to Bahlsen in any other way. Bahlsen reserves the right to assert the right itself if the customer fails to properly meet its payment obligations vis-à-vis Bahlsen and falls in arrears.
- 9.5 The customer shall only have the right to transfer resale rights to other third parties with the prior written consent of Bahlsen. Bahlsen's rights from Sections 47 and 48 of the German Insolvency Ordinance (InsO) remain reserved.
- 9.6 If the customer fails to make payment in the contractual fashion Bahlsen can demand return of its property, irrespective of its other rights. The taking back of the goods shall not be deemed a withdrawal from the contract unless Bahlsen declares its withdrawal in writing.
- 9.7 If the realisable value of the collateral exceeds Bahlsen's claim by more than 10%, Bahlsen will release collateral of its choice at the customer's request.

10. Compliance and sustainability

- 10.1 The customer is fully acquainted with the Bahlsen's corporate compliance regulations, in particular the Bahlsen Code of Conduct, in their respective latest amended versions, and it will adhere to these regulations in full. The Bahlsen Code of Conduct can be found in its latest amended version at www.bahlsengroup.com and will be sent to the customer on request.
- 10.2 Bahlsen considers sustainability to be a continuous process of learning and transformation for the entire enterprise. For Bahlsen, sustainability is not a final destination but a path that responsible companies have to take. The customer undertakes to comply with Bahlsen's specifications with regard to sustainability and to pay due attention to sustainability with suitable means.
- 10.3 At Bahlsen's request, the customer will provide evidence of its adherence to the compliance and/or sustainability requirements. If the customer violates the above regulations, and if it fails to remedy the breach within a reasonable period set by Bahlsen, Bahlsen shall have the right to withdraw from the contract entirely.

11. Miscellaneous

- 11.1 The laws of the Federal Republic of Germany apply. It is agreed that the laws of the Federal Republic of Germany shall apply under exclusion of uniform international law, in particular UN sales law.
- 11.2 If individual provisions of the contract with the customer, including these GTACS should be or become partially or entirely invalid, this shall not affect the validity of the remaining provisions. In such case, the partially or entirely invalid provisions shall be deemed to be replaced by such legally valid provisions as the contractual partners would have agreed upon in

accordance with the commercial goals of the contract and the purpose of these GTACS if they had been aware of the invalidity of the provisions.

- 11.3 The sole legal venue for all disputes arising from this contract is Hanover, Germany. Bahlsen also has the right, however, to file a suit in the customer's general legal venue.

Hanover, 01.01.2019