General Terms and Conditions of Sale of Salomon Food Service Holding GmbH and its German Group Companies

I. General Provisions

1. The following General Terms and Conditions of Sale ("Terms and Conditions") form an integral part of every contract entered into by a buyer with the "Seller" (Salomon Food Service Holding GmbH and its group companies domiciled in Germany, in particular Salomon Food World GmbH).
   These Terms and Conditions apply only to buyers who are entrepreneurs within the meaning of section 14 of the German Civil Code (BGB).
2. These Terms and Conditions, in their current version, also apply to all subsequent transactions without any need for express reference to them or agreement on them when such transactions are concluded.
3. These Terms and Conditions apply exclusively; the Seller does not recognise any conflicting terms or terms differing from these Terms and Conditions unless the Seller has expressly agreed in writing to their application. These Terms and Conditions also apply if the Seller makes delivery despite being aware of conflicting terms or terms of the buyer differing from these Terms and Conditions.

II. Offers and Orders

1. The Seller's offers are always non-binding, in particular as regards quantity, price and delivery time.
2. The Seller may accept the buyer's orders within eight calendar days of receipt. Acceptance shall be by order confirmation (at least in text form) or by delivery of the goods. In the latter case, the invoice issued by the Seller shall constitute confirmation.
3. Guarantees as to quality and durability shall constitute guarantees only if expressly designated as such. The same applies to the assumption of a procurement risk.

III. Prices and Weights

1. Subject to the following provisions of this section III, the Seller's prices are exclusive of VAT at the rate applicable at the time of delivery.
2. If goods are delivered to a buyer established in another EU Member State, the buyer shall provide the Seller with evidence that the goods have reached that EU Member State. This evidence shall be returned to the Seller no later than the tenth day of the month following the month in which the goods were delivered.
   If the Seller does not receive this evidence within the above period, or if the evidence does not comply with the applicable requirements of VAT law, the Seller may invoice the buyer for the goods at the applicable VAT rate.
3. If additional or increased public charges, in particular customs duties, levies or monetary compensatory amounts, arise between conclusion of the contract and delivery as a result of changes in legal provisions, the Seller may increase the agreed purchase price accordingly. The same applies to inspection fees.
4. The weight determined at loading shall be decisive for the Seller's calculation of the purchase price. Any customary loss of weight during transport shall be borne solely by the buyer. Any weight discrepancies exceeding this shall be notified in text form without undue delay upon receipt of the goods and shall be recorded by the buyer on the accompanying document upon delivery.

IV. Quantity, Quality and Labelling

1. Unless otherwise agreed in writing in an individual case, the quality of the goods shall be determined by trade usage. The right to supply goods with deviations customary in the trade is otherwise reserved, provided that these do not unreasonably prejudice the buyer.
2. The goods shall not be deemed packaged and labelled for the final consumer within the meaning of food labelling law.

V. Dispatch and Delivery

1. Unless otherwise agreed, in particular pursuant to section V.3 below, delivery shall be made under the currently valid version of Incoterms® 2020, "Carriage and Insurance Paid To" (CIP). As a general rule, the Seller shall bear the costs of transport and cargo insurance to the agreed destination. The risk of loss of or damage to the goods shall pass to the buyer upon handover to the first carrier. Additional insurance exceeding the agreed insurance cover shall be taken out only at the buyer's request and expense.
2. Unless otherwise agreed, the Seller may determine the method of dispatch (place of dispatch, route, means of transport, transport company and packaging) at its reasonable discretion. The Seller is not obliged to choose the least expensive or fastest method of dispatch.
3. If the buyer provides the means of transport, it shall be responsible for making it available in good time. The Seller shall be informed of any delays in good time. The buyer shall bear any resulting costs. If the buyer collects goods from the Seller or instructs a carrier to collect them, delivery shall always be made under the currently valid version of Incoterms® 2020, "Free Carrier" (FCA). The Seller shall place the goods on the means of transport and, provided that the buyer or its carrier supplies suitable fastening and securing materials in sufficient quantity and quality, shall load the goods securely for carriage. The buyer or its carrier shall be responsible for ensuring operational safety.
4. The Seller may make partial deliveries to an extent reasonable for the buyer.
5. The Seller's delivery obligation is always subject to the Seller itself receiving timely and proper delivery from its suppliers.
6. Stated delivery or unloading times are always non-binding unless expressly agreed otherwise in writing.
7. Obstacles to delivery due to force majeure or unforeseen events for which the Seller is not responsible shall release the Seller from its performance obligations for the duration and to the extent of their effects. Such events include, in

particular, operational disruptions, for example where the Seller can no longer maintain production at its premises as a consequence of epidemics or pandemics, strikes, lockouts, official orders, the subsequent loss of export or import possibilities, and the reservation concerning the Seller's own supply pursuant to section V.5 above.

8. If an agreed delivery or unloading time is exceeded without an obstacle to delivery under section V.7 above, the buyer shall grant the Seller, in text form, a reasonable additional period of at least two weeks. If the Seller also fails to comply with this additional period, the buyer may withdraw from the contract but may not claim damages for non-performance or delay unless the Seller has acted with intent or gross negligence.

VI. Duty to Inspect and Give Notice of Defects

1. Upon delivery at the agreed destination or, in the case of collection, upon receipt, the buyer shall immediately, and in all cases before any further processing:
   a) inspect the goods for the number of units, weight and packaging, and record any complaints in this respect on the delivery note or consignment note or on the cold store's receipt or release note; and
   b) carry out a quality check using at least representative samples, opening a reasonable amount of packaging (cartons, bags, cans, films, etc.) for this purpose and inspecting the goods themselves for external condition, smell and taste; frozen goods shall be thawed at least on a sample basis.
2. When giving notice of any defects, the buyer shall comply with the following requirements as to form and time limits:
   a) Notice shall be given by the end of the working day following delivery of the goods at the agreed destination or their receipt. For notice of a hidden defect which remained undiscovered despite a proper initial inspection pursuant to section VI.1(b) above, the following shall apply instead:
   Notice shall be given by the end of the working day following discovery, but in any event no later than two weeks after delivery or receipt of the goods.
   b) Notice must be received by the Seller within the above time limits and must, at a minimum, be detailed and in text form. Notice of defects by telephone is insufficient. Notices of defects given to commercial representatives, brokers or agents shall have no effect.
   c) The nature and extent of the alleged defect must be clearly identifiable from the notice.
   d) The buyer shall keep the goods complained of available at the place of inspection for examination by the Seller, the Seller's supplier or experts appointed by the Seller. Where a complaint concerns deep-frozen goods, the buyer shall store them at a temperature of −18°C or colder. The Seller may require evidence of an uninterrupted cold chain.
3. Goods in respect of which notice of defects has not been given in the required form and within the applicable time limit shall be deemed approved and accepted.

VII. Warranty and Limitation of Liability

1. In the case of complaints made in the required form and within the applicable time limit which are also justified on their merits, the buyer may demand subsequent performance within a reasonable period. The Seller shall have the choice between remedying the defect and delivering goods free of defects. Only if remediation or replacement delivery has failed or is unreasonable, and the defects are not insignificant, may the buyer withdraw from the contract or reduce the purchase price in accordance with statutory provisions. The buyer shall be entitled to damages for defects in accordance with the following clauses.
2. The buyer shall have no further rights or claims. In particular, the Seller shall not be liable to the buyer for damages for non-performance or defective performance, or for reimbursement of expenses incurred by the buyer in reliance on receiving performance, unless an express guarantee as to quality has been given for the goods delivered by the Seller or the Seller has acted with intent or gross negligence. Liability for damages shall be limited to foreseeable loss typically arising.
3. The above limitations of liability shall not apply in cases of strict liability, in particular under the German Product Liability Act, or in cases of bodily injury, injury to health or loss of life insofar as the Seller is responsible for the breach of obligation.
4. As a general rule, only the Seller's or the manufacturer's product description shall be deemed to constitute the agreed quality of the goods. Public statements, promotional claims or advertising shall not constitute additional specifications of the quality of the goods sold. A best-before date is stated for the goods sold solely to fulfil statutory obligations and constitutes neither a guarantee nor an agreement as to quality.
5. Claims for defects in quality and defects in title shall become time-barred 12 months after the transfer of risk. Statutory limitation periods shall apply to intentional breaches of obligation, tort claims, the absence of guaranteed characteristics, the assumption of procurement risks and personal injury.
6. Any processing by the buyer of goods delivered by the Seller constitutes a refining process and is not covered by section 439(3) BGB. Sections 445a and 478 BGB remain unaffected.
7. Any liability for damages beyond that provided for in the preceding paragraphs of this section VII is excluded, irrespective of the legal nature of the claim asserted. The above limitations of liability shall also apply, both as to their basis and amount, for the benefit of the Seller's legal representatives,

employees and other persons engaged in performing its obligations and/or carrying out its activities.

VIII. Payment

1. As a general rule, the Seller's claims for the purchase price shall be payable net, without any deduction, within 14 calendar days of issuance of the invoice and delivery of the goods, unless a different payment period is agreed in writing. If the Seller issues a corrected invoice for a delivery to a buyer established in another EU Member State (section III.2), the payment period shall commence upon issuance of the corrected invoice.
2. If the invoice amount is not paid within the payment period under section VIII.1 above, the Seller may charge statutory default interest at the applicable rate without any separate reminder being required. This does not exclude proof of a higher loss.
3. If the buyer ceases to conduct its business in the ordinary course, in particular if its assets are attached, it experiences payment difficulties or suspends payments, or an application is made to commence insolvency proceedings, the Seller may declare all its claims arising from the business relationship immediately due and payable. The same applies if the buyer defaults on its payments to the Seller or other circumstances become known which cast doubt on its creditworthiness. In such a case, the Seller may also demand advance payment or security for outstanding deliveries or services, or withdraw from the contract.
4. The buyer may set off claims, exercise a right of retention or reduce the purchase price only if the counterclaims asserted for this purpose have been established by a final and binding judgment, are undisputed or have been expressly acknowledged by the Seller.
5. The Seller may at any time set off its own claims or claims of affiliated companies and companies in which it holds participating interests within the meaning of section 271 of the German Commercial Code (HGB) against claims of the buyer. For claims of companies in which it holds participating interests, this applies insofar as those companies have previously assigned their claims to the Seller.

IX. Retention of Title

1. Goods delivered by the Seller shall remain the Seller's property until the buyer has settled all of the Seller's claims arising from the business relationship, including balances due on current accounts.
2. The buyer may resell the goods delivered by the Seller. This shall not apply, however, if the buyer ceases to conduct its business in the ordinary course (see section VIII.3 above). Furthermore, the Seller may revoke the buyer's authority to resell if the buyer defaults in performing its obligations to the Seller, in particular its payment obligations, or other circumstances become known which cast doubt on its creditworthiness.
3. Section IX.2 above shall apply accordingly to the buyer's right to process goods delivered by the Seller. Processing shall not confer on the buyer ownership of the wholly or partly manufactured items; processing shall be carried out free of charge exclusively for the Seller as manufacturer within the meaning of section 950 BGB. Should the Seller's retention of title nevertheless cease for any reason, the buyer and the Seller hereby agree that title to the items shall pass to the Seller upon processing, that the Seller accepts the transfer of title and that the buyer shall remain the custodian of the items free of charge.
4. If goods subject to the Seller's retention of title are processed or inseparably mixed with goods still owned by third parties, the Seller shall acquire co-ownership of the new items or the mixed stock. The extent of this co-ownership shall be determined by the ratio of the invoice value of the goods delivered by the Seller to the invoice value of the other goods.
5. Goods in which the Seller acquires ownership or co-ownership pursuant to sections IX.3 and IX.4 above, as well as goods delivered by the Seller subject to retention of title pursuant to section IX.1 above, shall be deemed goods subject to retention of title for the purposes of the following provisions.
6. The buyer hereby assigns to the Seller all claims arising from resale of the goods subject to retention of title. Claims arising from resale also include claims arising on any other legal basis against the buyer's customers or third parties (in particular tort claims and claims for insurance benefits), including all balances due on current accounts and any claim against a bank which issues or confirms a letter of credit in favour of the buyer (as reseller) in connection with the resale. The Seller hereby accepts this assignment. If the goods subject to retention of title are a processed product or mixed stock containing, in addition to goods delivered by the Seller, only items which either belonged to the buyer or were delivered to it by third parties subject only to simple retention of title, the buyer shall assign to the Seller the entire claim arising from resale of the goods. Otherwise, i.e. where advance assignments to the Seller and other suppliers coincide, the Seller shall be entitled to a proportion of the resale proceeds corresponding to the ratio of the invoice value of the Seller's goods to the invoice value of the other processed or mixed goods.
7. Insofar as the Seller's claims as a whole are indisputably secured to more than 110% by the assignments or reservations of title set out above, the excess receivables or goods subject to retention of title shall be released upon the buyer's request, at the Seller's choice.
8. The buyer is authorised to collect receivables arising from resale of the goods. This collection authority shall cease if the buyer no longer conducts its business in the ordinary course (section VIII.3). Furthermore, the Seller may revoke

the buyer's collection authority if the buyer defaults in performing its obligations to the Seller, in particular its payment obligations, or other circumstances become known which cast doubt on its creditworthiness. If the collection authority ceases or is revoked by the Seller, the buyer shall, at the Seller's request, disclose the debtors of the assigned claims without undue delay and provide the Seller with the information and documents required for collection.

9. If third parties seek recourse against the Seller's goods subject to retention of title or receivables assigned to the Seller, the buyer shall draw attention to the Seller's ownership or rights and notify the Seller without undue delay. The buyer shall bear the costs of any intervention.

10. In the event of conduct in breach of contract, in particular default in payment, the buyer shall, upon the Seller's first demand, surrender any goods subject to retention of title still in its possession and assign to the Seller any claims against third parties for surrender of such goods. Neither repossession nor attachment of goods subject to retention of title by the Seller shall constitute withdrawal from the contract.

11. In the cases referred to in section VIII.3, the Seller may require the buyer to disclose the claims arising from resale and assigned to the Seller pursuant to section IX.6, together with the debtors of those claims. The Seller may then disclose the assignment at its discretion.

X. Returnable Packaging and Equipment

Unless otherwise agreed, the buyer shall return to the Seller returnable packaging and equipment (crates, pallets, hooks, etc.) of the same type, quantity and value as received for the purpose of delivery. Such packaging and equipment shall be returned in a cleaned condition in accordance with hygiene regulations. If the buyer cannot return it to the Seller when the Seller's goods are delivered, the buyer shall arrange for the returnables account to be balanced without undue delay and at its own expense (the buyer being obliged to deliver the returnables to the Seller). If the Seller and the buyer maintain returnables accounts, the buyer shall check the balances sent to it by the Seller upon receipt. Unless the buyer objects in text form within 14 days, the balances sent by the Seller shall be deemed approved by the buyer. If the buyer defaults in returning the returnables, the Seller may, in addition to claiming damages for delay and after setting a reasonable additional period, refuse to take them back and demand monetary compensation from the buyer.

XI. Packaging Licensing

If the buyer places packaging subject to mandatory participation in a packaging collection and recovery system on the market, it shall ensure that (i) it is registered with the Central Agency or a comparable body under foreign law in accordance with packaging legislation and (ii) all packaging subject to mandatory system participation is duly licensed, unless the Seller is obliged to license the packaging as the party placing it on the market or under a separate agreement.

XII. Final Provisions

1. The place of performance for delivery of the goods shall be the respective place of dispatch.

2. For all disputes arising from the contractual relationship, the Seller's registered office is agreed as the place of jurisdiction if the buyer is a merchant, a legal entity under public law or a special fund under public law, or has no general place of jurisdiction in Germany. However, the Seller may also bring proceedings against the buyer at the buyer's general place of jurisdiction.

3. The laws of the Federal Republic of Germany shall apply. The application of international sales law, in particular the United Nations Convention on Contracts for the International Sale of Goods (CISG), is excluded.

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