General Terms and Conditions of Purchase for Non-Food Goods of Salomon Food Service Holding GmbH and its German Group Companies

I. Definitions

In these General Terms and Conditions of Purchase ("Terms and Conditions of Purchase"), the following definitions apply:

- Purchaser: Salomon Food Service Holding GmbH and its group companies domiciled in Germany, in particular Salomon Food World GmbH, Salomon Hitburger GmbH, FVZ Convenience GmbH and Salomon Food Service Real Estate GmbH.
- Supplier: the supplier in relation to whom these Terms and Conditions of Purchase have been incorporated.

II. Scope of Application

1. These Terms and Conditions of Purchase apply to the purchase of goods (non-food) and to the purchase of auxiliary materials and operating supplies, including additives and other substances intended for the production, processing or packaging of foodstuffs, as well as to contracts for work and services.
2. These Terms and Conditions of Purchase apply exclusively; any conflicting or differing terms and conditions of the Supplier shall not apply. These terms and conditions also apply if the Purchaser accepts delivery without reservation despite being aware of conflicting or differing terms and conditions of the Supplier. Any agreed deviations from these Terms and Conditions of Purchase shall apply only insofar as they have been set out in writing and signed by both parties.
3. These Terms and Conditions of Purchase also apply to all future transactions with the Supplier.
4. These Terms and Conditions of Purchase apply only to entrepreneurs within the meaning of section 14 of the German Civil Code (BGB), legal entities under public law or special funds under public law.

III. Offers and Orders

1. The Purchaser shall be bound by orders only insofar as they have been placed in writing. Orders shall be deemed accepted unless the Supplier rejects them in writing within three working days of receipt. The Purchaser may withdraw the order until it has been expressly accepted.
2. The Supplier's offers shall be binding on the Supplier. The Supplier's offers and materials prepared by it (designs, cost estimates, etc.) shall be free of charge and non-binding for the Purchaser, even if a fee would normally be charged for such services. This also applies if no contract is concluded.
3. The Supplier's offers must include all costs.

IV. Nature and Scope of the Contract

1. The Purchaser enters into long-term supply contracts (such as framework agreements) on the basis of a forecast of the expected quantity and type of goods to be used. The quantities and types of goods actually required may differ. Unless otherwise agreed in writing and signed by both parties, the Purchaser shall therefore not be bound by minimum purchase quantities.
2. If the quantities actually required differ from the forecast quantity, the Purchaser shall inform the Supplier at an early stage.

V. Prices and Terms

1. The agreed prices include all costs incurred. Hidden costs (e.g. costs of promotion, packaging, transport, etc.) must not be charged.
2. The Supplier shall also inform the Purchaser without undue delay of significant market and price developments.
3. Price changes shall become effective only after the Purchaser has accepted them in writing.

VI. Delivery

1. Agreed delivery times and places of delivery are binding. The Supplier shall inform the Purchaser in writing and by telephone without undue delay if circumstances arise or become apparent to it which indicate that the agreed delivery time cannot be met. It shall state the reasons, the measures it has taken and the expected duration of the delay. If the Supplier cannot meet the delivery time, the Purchaser may withdraw from the contract. Withdrawal must be declared in writing.
2. Unless otherwise agreed in writing, the Supplier shall send the Purchaser dispatch notices on the day of dispatch containing precise details such as quantity, weight, etc. For partial deliveries, the quantity remaining to be delivered shall be stated. The delivery note must also state the gross and net weight.
3. Packaging and delivery shall comply with the Purchaser's requirements. The Supplier shall reduce all types of packaging, in particular transport packaging, to a minimum and take them back at its own expense.
4. Where reusable packaging and transport equipment, in particular standardised pallets and crates, are used, the Purchaser may return packaging and transport equipment of the same type and quality. No deposit shall be paid.
5. If the goods delivered are legally required to bear a best-before date, they must have a reasonable remaining shelf life customary for such goods. The best-before date must be clearly visible.
6. Partial deliveries shall be of the same quality and composition.
7. The Supplier shall provide the Purchaser with a delivery note in duplicate with every delivery. The delivery note shall state the Purchaser's order number.
8. Unless otherwise agreed, delivery shall be made to the Purchaser's registered office under the currently valid version of Incoterms 2020, Delivered Duty Paid (DDP).
9. The Supplier shall prepare periodic overviews of deliveries made (including invoice amounts) for the Purchaser in accordance with the Purchaser's requirements.

10. In the event of default of delivery, the Purchaser shall have the statutory rights after expiry of a reasonable period for subsequent performance. In particular, the Purchaser may claim liquidated damages for delay amounting to 1% of the delivery value per completed week, but no more than 5% of the order value; further statutory rights (withdrawal and damages in lieu of performance) are reserved. The Supplier may prove that less loss or no loss at all has been incurred. The Purchaser likewise remains entitled to claim its actual loss.

VII. Payment

1. The Supplier shall send the invoice after delivery or performance of the services. The invoice shall comply with the requirements specified by the Purchaser (such as stating the order number, etc.).
2. Unless otherwise agreed in writing, the Purchaser shall pay invoices within 60 days of complete delivery or performance of the services and receipt of the respective invoice. The Purchaser shall inform the Supplier of any errors in its invoicing. The claim for payment shall not fall due until a correct invoice has been received.
3. The Purchaser makes payments once a week, in all cases within the payment period specified in clause 2.
4. The Purchaser shall have rights of set-off and retention to the extent provided by law. In particular, if the Purchaser gives notice of a defect, it may withhold payments due to a reasonable extent. The Supplier shall have rights of set-off only if its counterclaim has been established by a final and binding judgment, is undisputed or has been acknowledged by the Purchaser. Furthermore, the Supplier may assert a right of retention or the defence of non-performance of the contract only if and to the extent that the Purchaser is responsible for a breach of obligation pursuant to section 276 BGB.
5. The Purchaser may at any time set off its claims or the claims of its 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 Supplier. In the case of claims of companies in which it holds participating interests, this applies insofar as those claims have previously been assigned to the Purchaser. Set-off against claims in another currency is permitted.

VIII. Inspection for Defects and Warranty

1. The Purchaser shall inspect the goods delivered within a reasonable period for any deviations in quality or quantity; notice of a defect shall be timely if it is received by the Supplier within five working days of inspection or, in the case of hidden defects, within five working days of discovery.
2. If the nature of the goods delivered prevents a complete inspection, inspection for defects shall be conducted using an appropriate number of samples with a sufficiently representative distribution. If the Purchaser identifies a deviation in quality during sample inspection, it may reject the goods in their entirety.
3. The Purchaser shall retain all statutory warranty rights without restriction; in all cases, the Purchaser may, at its option, require the Supplier to remedy the defect or deliver a new item. The right to damages, in particular damages in lieu of performance, is expressly reserved.
4. The Purchaser may remedy defects itself at the Supplier's expense if there is imminent danger or particular urgency.

IX. Quality

1. The Supplier guarantees that all deliveries comply with the applicable local and national regulations at the place of delivery. This applies in particular to product-specific quality, packaging, declaration and labelling requirements and other public-law provisions. In particular, the Supplier guarantees that, at the time of handover, the goods supplied comply with statutory requirements (e.g. food law requirements), generally accepted technical standards and relevant DIN standards, statutory directives and regulations, and that, at the time of delivery, the goods may lawfully be marketed in every respect at the specified place of delivery. The Supplier undertakes to check compliance with the above provisions regularly. The Purchaser shall accept the Supplier's goods only if they meet all quality requirements.
2. The Purchaser may have the goods inspected. These inspections may also be carried out before or during delivery. The Supplier further authorises the Purchaser to carry out inspections and quality checks at the Supplier's premises during normal operating and business hours (audits) insofar as they concern goods which are also manufactured for the Purchaser. The Purchaser may also engage third parties to inspect the goods and carry out audits at the Supplier's premises.
3. The Supplier shall provide the Purchaser, upon request and free of charge, with records and documentation relating to quality assurance.
4. The Supplier shall obtain the Purchaser's prior written approval for any change to quality parameters and product compositions of goods for the Purchaser.

X. Supplier

1. The Supplier and any third parties engaged by it shall conduct their business activities in strict compliance with applicable statutory provisions and other rules.
2. The Supplier may have material obligations under the contractual relationship performed by third parties only with the Purchaser's written consent.

XI. Liability

1. Insofar as the Supplier is responsible for product-related damage, it shall indemnify the Purchaser to the extent that the cause originated within its sphere of control and organisation and it is itself

liable to the third party. The Supplier shall inform the Purchaser without undue delay of any proceedings brought or claims asserted against the Supplier and shall provide all relevant documents upon request.

2. Within the scope of its liability for damage under clause 1 above, the Supplier shall also reimburse any expenses pursuant to sections 683 and 670 BGB and sections 830, 840 and 426 BGB arising out of or in connection with a recall campaign carried out by the Purchaser. Where possible and reasonable, the Supplier shall be informed of the nature and scope of the recall measures to be taken. It shall be given an opportunity to comment. Other statutory claims remain unaffected.
3. The Supplier undertakes to take out comprehensive liability insurance, including product liability cover in an appropriate amount, with a reputable insurance company. The minimum coverage shall be EUR 1.5 million per claim. Such insurance shall also extend to the Supplier's affiliated companies insofar as they are involved in production which is also carried out for the Purchaser.
4. The Purchaser shall handle customer complaints at its own discretion. The Supplier shall reimburse the Purchaser for the necessary, reasonable and documented costs incurred as a result. Where possible and reasonable, the Purchaser shall inform the Supplier before taking measures that incur costs and give it an opportunity to comment. In urgent cases, in particular to avert imminent damage or preserve the customer relationship, prior information is not required.
5. The Supplier undertakes to provide the Purchaser, without request, with annual confirmations from the insurance company as evidence of cover. Each confirmation shall state the scope of cover.
6. The Supplier warrants that no third-party rights are infringed in connection with its delivery, unless it is not responsible for the breach of this obligation. If a third party asserts a claim against the Purchaser in this respect as a result of a culpable breach of obligation by the Supplier, the Supplier shall indemnify the Purchaser against such claims. The Supplier's indemnification obligation covers all expenses necessarily incurred by the Purchaser as a result of or in connection with a third-party claim.
7. The Purchaser does not accept any limitation of liability unless it is individually agreed in writing in the contract.

XII. Force Majeure

1. In cases of force majeure, the Purchaser shall be released from its obligation to accept ordered goods for the duration of the effects of such force majeure.
2. Force majeure includes, among other things, natural disasters, animal epidemics, food scandals, civil unrest, wars, official measures, transport disruptions, strikes, lockouts and operational disruptions for which neither the Purchaser nor the Supplier nor the Supplier's own suppliers, as applicable, are responsible.

XIII. Retention of Title and Materials Provided

1. If the Purchaser provides items to the Supplier, the Purchaser retains title to them. Any processing or transformation by the Supplier shall be carried out on behalf of the Purchaser. If goods subject to retention of title are processed or mixed with other items not belonging to the Purchaser, the Purchaser shall acquire co-ownership of the new item in proportion to the value of the goods subject to retention of title relative to the other processed or mixed items at the time of processing or mixing. If, in the case of mixing, the item belonging to the Purchaser is regarded as the principal item, section 947(2) BGB shall apply.
2. In the cases referred to in clause 1, the Supplier shall provide the Purchaser with all information required to assert claims arising from the goods provided subject to retention of title.
3. The Supplier shall, at its own expense, adequately insure materials provided by the Purchaser against the usual property risks, such as fire, burglary, theft and water damage. The Supplier hereby assigns to the Purchaser in advance any claims for compensation under the insurance contract. The Purchaser hereby accepts the assignment.

XIV. Confidentiality

The Supplier shall keep all documents and information received strictly confidential. They may be disclosed to third parties only with the Purchaser's express written consent. The confidentiality obligation shall continue after completion of the contract. The Purchaser reserves ownership and copyright in manufacturing specifications, illustrations, drawings, calculations and other documents (e.g. recipes and film sets) provided to the Supplier. They shall be used exclusively for production for the Purchaser. Upon termination of the contractual relationship, they shall be returned to the Purchaser without request. Copies shall be destroyed by the Supplier and any third parties.

XV. Compliance

The Supplier shall comply with the laws applicable to it, in particular those relating to anti-corruption, money laundering and competition law. Furthermore, when performing its obligations, the Supplier shall comply with the substantive requirements of the German Act on Corporate Due Diligence Obligations in Supply Chains concerning respect for human rights and protection of the environment, or comparable provisions of other jurisdictions, and shall provide evidence of compliance upon request.

XVI. Grounds for Termination

1. The Purchaser may terminate long-term supply contracts (framework agreements, see section IV) for good cause without the Supplier becoming entitled to damages or any other claims. Good cause for withdrawal from the contract shall exist in particular:

a) if the Supplier breaches material contractual obligations despite a warning;
b) if circumstances arise which give rise to lasting doubts as to the Supplier's ability to fulfil its delivery obligations;
d) if, in cases of force majeure (see section XII), continuation of the contract becomes unreasonable;
e) if lasting changes occur within the Supplier's business, e.g. changes in its shareholders or contractual or other arrangements which may give rise to third-party influence over the business;
f) if the Supplier repeatedly breaches section XV despite having been notified accordingly by the Purchaser.

2. Except in the case of termination due to force majeure, the Purchaser remains entitled to assert claims for damages.

XVII. Jurisdiction, Place of Performance and Governing Law

1. The local venue for all disputes arising out of or in connection with this contract shall be Aschaffenburg. However, the Purchaser may also bring proceedings against the Supplier at its place of business or at the place of performance. The first sentence applies only to merchants, legal entities under public law or special funds under public law.
2. German law is agreed to apply to all contracts; the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) are excluded.

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