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

I. Scope of Application

1. The following General Terms and Conditions of Purchase ("Terms and Conditions of Purchase") form an integral part of every contract entered into by a supplier with Salomon Food Service Holding GmbH and its group companies domiciled in Germany, in particular Salomon Food World GmbH, Salomon Hitburger GmbH and FVZ Convenience GmbH ("we", "us" or "our").

2. These Terms and Conditions of Purchase apply to the purchase of foodstuffs and to the purchase of auxiliary materials and operating supplies, including additives and other substances intended for the production, processing or packaging of foodstuffs.

3. These Terms and Conditions of Purchase apply exclusively; any conflicting or differing terms and conditions of the supplier shall not apply. Our terms and conditions also apply if we accept delivery without reservation despite being aware of conflicting or differing terms and conditions of the supplier.

4. Our 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.

5. Our Terms and Conditions of Purchase also apply to all future transactions with the supplier.

II. BSCI Standards, Compliance, Animal Welfare

1. The social and environmental standards of the Code of Conduct of the Business Social Compliance Initiative (BSCI), as amended from time to time, apply to all purchases. The rules can be viewed at www.bsci-eu.com. The supplier accepts these standards and shall comply with the provisions of these rules. Upon request, the supplier shall provide evidence of compliance with the standards, including by means of audits if necessary.

2. The supplier shall comply with the laws applicable to it, in particular those relating to animal welfare, 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.

III. Offers and Offer Documents

1. The supplier shall give prior written notice of any change in product manufacturing and shall obtain our written consent.

2. We reserve ownership and copyright in manufacturing specifications, illustrations, drawings, calculations and other documents (e.g. recipes and film sets); they must not be made available to third parties without our express written consent. They shall be used exclusively for production pursuant to our order and shall be returned to us without request once the order has been completed. They shall be kept confidential vis-à-vis third parties.

3. Materials prepared by the supplier (designs, projects, calculations, cost estimates, etc.) shall be free of charge and non-binding for us, even if a fee would normally be charged for such services. This also applies if no contract is concluded.

IV. Prices and Payment Terms

1. Unless otherwise agreed in writing, the price includes delivery carriage paid to our premises, including packaging.

2. Unless otherwise agreed in writing, we shall pay the purchase price within 60 days of complete delivery and receipt of an invoice. We 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. We make payments once a week, in all cases within the payment period specified in clause 2.

4. We shall have rights of set-off and retention to the extent provided by law. In particular, if we give notice of a defect, we may withhold payments due to a reasonable extent. The supplier shall have rights of set-off and retention only if its counterclaim has been established by a final and binding judgment, is undisputed or has been acknowledged by us.

5. We may at any time set off our claims or the claims of our affiliated companies and companies in which we hold 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 we hold participating interests, this applies insofar as those claims have previously been assigned to us.

6. Where settlement is by self-billing, the supplier shall inform us without undue delay if its business address or tax number/VAT identification number changes, or if a VAT rate other than that stated in the self-billing invoice applies to it. If the supplier fails to provide this information, it shall be liable to

us for any resulting denial of our right to deduct input VAT.

7. The assignment or pledging of the supplier's claims against us requires our prior consent. Section 354a HGB remains unaffected. Our consent must not be unreasonably withheld. Assignments which the supplier is obliged to make under an extended retention of title validly agreed with its own supplier are permitted without consent. The supplier shall notify us of any such assignment without undue delay in text form.

V. Delivery Date and Delivery

1. The agreed delivery time is binding. The supplier shall inform us in writing 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 and the expected duration of the delay.

2. If the supplier is in default of delivery, we may claim compensation for delay amounting to 0.1% of the delivery value for each day of delay, up to a maximum total of 5%. We reserve the right to assert further statutory claims arising from the delay in delivery. In this respect, the supplier may prove that we have suffered no loss or substantially less loss as a result of the delay. In all other respects, our statutory rights remain unrestricted.

3. The supplier shall ensure that fresh meat and highly perishable meat products, as well as other raw materials requiring refrigeration, are transported and delivered at a core temperature not exceeding +7°C. The core temperature of offal and slaughter by-products must not exceed +3°C.

4. The supplier shall ensure that deep-frozen goods are transported and stored at a maximum temperature of −22°C. The core temperature of the goods must be at least −18°C.

VI. Dispatch, Packaging and Transfer of Risk

1. Dispatch shall be at the supplier's risk. The supplier shall ensure suitable packaging and proper transport. The supplier shall compensate for all damage arising in this connection unless it proves that it is not responsible for such damage.

2. Unless otherwise agreed in writing, the supplier shall send us 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. The supplier shall take back all types of packaging, in particular transport packaging, at its own expense.

4. Where reusable packaging and transport equipment, in particular standardised pallets and crates, are used, we may return packaging and transport equipment of the same type and quality.

VII. Incoming Goods Inspection

1. We shall inspect the goods within a reasonable period for any deviations in quality or quantity and notify the supplier of any defects without undue delay.

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 we identify a deviation in quality during sample inspection, we may reject the goods in their entirety. The supplier shall bear all associated material and personnel costs.

VIII. Quality Assurance and Audits

1. Upon prior notice, we may carry out inspections and quality checks at the supplier's premises during normal operating and business hours insofar as they concern goods which are also manufactured for us.

2. We may also inspect records and documentation relating to quality assurance at the supplier's premises and make copies at our own expense.

3. Clauses 1 and 2 also apply, with the necessary modifications, to audits under section II.

4. The supplier shall inform us without undue delay of all circumstances which may impair the food safety, marketability or legal compliance of the goods delivered, in particular objections raised by authorities, withdrawals or recalls.

5. The supplier shall ensure the legally required traceability of the goods delivered and shall provide us with the information required for this purpose without undue delay upon request.

6. The supplier shall implement appropriate measures to prevent product manipulation (Food Fraud) and to protect products against intentional contamination or sabotage (Food Defense).

IX. Liability for Defects and Guarantee

1. The goods conform to the contract if they comply with our specifications and other requirements, the conditions in section II.2, the generally accepted rules of food production and the applicable food law provisions.

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2. We shall retain all statutory rights in respect of defects without restriction.

3. If the supplier does not begin to remedy the defect without undue delay following our request, we may, in urgent cases and after hearing the supplier, take the necessary measures ourselves or have them taken by third parties at the supplier's expense.

4. The supplier guarantees that the pork and/or pork products it supplies do not originate from uncastrated male piglets vaccinated against boar taint. The supplier shall provide appropriate evidence upon our request. For each culpable breach of this guarantee, the supplier shall pay us a contractual penalty of 5% of the respective net purchase price of its delivery. Payment of the contractual penalty shall not affect our right to claim further damages.

X. Liability, Indemnification and Liability Insurance

1. Insofar as the supplier is responsible for damage caused by a product it has supplied, it shall indemnify us against third-party claims for damages to the extent that the cause originated within its sphere of control and organisation and it is itself liable to the third party.

2. Within this scope, the supplier shall also reimburse any expenses pursuant to sections 683 and 670 BGB arising out of or in connection with a warning and recall campaign carried out by us. Where possible and reasonable, we shall inform the supplier of the nature and scope of the measures to be taken and give it an opportunity to comment.

3. The supplier undertakes to maintain liability insurance with an overall limit of EUR 1.5 million per personal injury claim; any further claims for damages to which we are entitled remain unaffected.

4. We do not accept any limitation of liability unless it is individually agreed in writing in the contract.

XI. Proprietary Rights

1. 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.

2. If a third party asserts a claim against us in this respect as a result of a culpable breach of obligation by the supplier, the supplier shall indemnify us against such claims.

3. The supplier's indemnification obligation covers all expenses necessarily incurred by us as a result of or in connection with a third-party claim.

XII. Retention of Title, Materials Provided and Confidentiality

1. If we provide goods to the supplier, we retain title to them. Any processing or transformation by the supplier shall be carried out on our behalf. If our goods subject to retention of title are processed together with other items not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of our item relative to the other processed items at the time of processing.

2. If an item provided by us is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the items in proportion to the value of the item subject to retention of title relative to the other mixed items at the time of mixing. If mixing takes place in such a way that the supplier's item is regarded as the principal item, it is agreed that the supplier shall transfer proportionate co-ownership to us; the supplier shall hold sole ownership or co-ownership on our behalf.

3. In the cases referred to in paragraphs 1 and 2, the supplier shall provide us with all information required to assert our claims arising from the goods provided subject to retention of title.

4. The supplier shall, at its own expense, adequately insure materials provided by us against the usual property risks, such as fire, burglary, theft and water damage. The supplier hereby assigns to us in advance any claims for compensation under the insurance contract; we hereby accept the assignment.

5. The supplier shall keep all documents and information received strictly confidential. They may be disclosed to third parties only with our express consent. The confidentiality obligation shall continue after completion of the contractual relationship; it shall cease if and to the extent that the manufacturing know-how contained in the documents has become generally known.

XIII. Jurisdiction, Place of Performance and Governing Law

1. The local venue for all disputes arising out of or in connection with the contractual relationship shall be Aschaffenburg; however, we 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. The laws of the Federal Republic of Germany shall apply. International sales law is excluded. This expressly includes the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

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