General Terms and Conditions of Business

§ 1 Scope of application and form

1. The following General Terms and Conditions of Business (“GTC”) apply to all contracts for deliveries and other services to contractual partners based in the Federal Republic of Germany, insofar as that entrepreneur (Section 14 of the German Civil Code (*BGB*)) is a legal entity under public law or a special fund under public law.
2. The GTC particularly apply to contracts for the purchase and sale and/or delivery of movable items ("goods"), regardless of whether the goods are manufactured by us or by the Contractual Partner themselves or is bought from suppliers. Unless otherwise agreed, the GTC shall also apply, in the version valid at the time of concluding the contract or, at all events, in the version most recently communicated to the Contractual Partner in text form as a framework agreement, to similar future contracts, without our having to refer to them again in each particular case.
3. Our GTC shall exclusively apply. Any divergent, conflicting or supplementary general terms and conditions of the Contractual Partner shall only become part of the contract if and insofar as we have expressly consented to their validity. This requirement of consent shall at all events apply – even if, for example, with knowledge of the Contractual Partner's GTC, we have provided our services to the Contractual Partner without reservation.
4. Individual agreements concluded with the Contractual Partner in individual cases, (including side agreements, supplements and changes) shall at all events take priority over these GTC. The content of such agreements shall be governed by a written contract or our written confirmation, subject to proof to the contrary.
5. Any legally relevant declarations and notifications of the Contractual Partner regarding the contract (e.g. setting of a deadline, reminder letter, withdrawal from contract) must be submitted in writing, i.e., in writing or in text form (e.g. letter, e-mail, fax). Legal form regulations and further evidence, particularly in case of doubts concerning the legitimation of the declarant, shall thereby remain unaffected.
6. Notes on the applicability of statutory provisions only have an explanatory function. Even without such an explanation, the statutory provisions shall therefore apply, provided they are not directly modified or expressly excluded in these GTC.

§ 2 Conclusion of contract

1. As soon as it has been submitted or confirmed in writing, our order shall be deemed binding. Our offers are subject to change and non-binding. This shall likewise apply if we have provided the Contracting Party with catalogues, calculations, any other product descriptions or documents – including in electronic form – for which we reserve property rights and copyrights. The Contractual Partner shall point out to us any obvious errors (e.g. spelling and calculation errors) and incompleteness of the order, including the order documents, for the purpose of correction or completion, before concluding the contract: otherwise, the contract shall be deemed not to have been concluded.
2. The Contractual Partner is obliged to promptly confirm our order in writing or, in particular, to carry it out without any reservation (acceptance) by sending the goods. A delayed acceptance shall be deemed a new offer and shall require our acceptance. The order of goods by the Contractual Partner shall be deemed a binding contractual offer. Unless otherwise stipulated in the order, we shall be entitled to accept the said contractual offer, in accordance with general customary practice, after our receipt thereof. The acceptance can be declared either in writing (e.g. through an order confirmation) or through delivery of the goods to the Contractual Partner.

§ 3 Compliance with specifications and information obligations
In the event of any use of the delivered products, the Purchaser shall observe our instructions in the contract documents and the product specifications, and observe the applicable legal regulations as well as official requirements. In any case of processing and/or resale, the Purchaser shall ensure compliance with the applicable statutory provisions, particularly health and food laws concerning the comprehensive labelling and identification of the products. Should the Purchaser violate the above obligations, and should we therefore be sued for damages by third parties, the Purchaser undertakes to release us from all such claims, including the costs of legal proceedings, provided that the Purchaser has been informed of such claims without delay. The Purchaser is furthermore obliged to obtain information, in good time, concerning the requirements applicable at the place of delivery and concerning the documents necessary for importing the goods, and to inform us of these requirements in good time. All costs for the provision of import documents, their authentication and/or legalisation shall be borne by the Purchaser. Likewise, all costs for any interim storage of the goods that may be necessary until the receipt of the documents necessary for the import shall be borne by the Purchaser. We shall not be liable for default in delivery and/or delivery failure due to documents that are missing or not available in due time.

§ 4 Delivery time and default in delivery
1. The delivery time specified in our order shall be binding. The Contractual Partner is obligated to immediately inform us in writing if they are unlikely to be able to meet agreed delivery times – for any reason whatever. Should we be unable to fulfil binding delivery deadlines for reasons for which we are not responsible (e.g. unavailability of a service), we shall inform the Contractual Partner of this immediately and, at the same time, inform them of the anticipated new delivery period. Should the service not be available within the new delivery period either, we shall be entitled to withdraw from the contract, either completely or partially; we shall immediately refund any payments already made. The following shall, in particular, be deemed to be cases of unavailability of the service in the above sense: (i) late delivery to us by our supplier, (ii) if we have concluded a congruent covering transaction, (iii) if neither we nor our supplier is at fault or (iv) if we are not obliged to procure in a particular case.
2. Should the Contractual Partner fail to provide their service or fail to perform them within the agreed delivery period, or should they get into default, then our rights – particularly our right to withdraw from the contract and to compensation for damages – shall be governed by the statutory provisions. The regulations in Para. 3 shall thereby remain unaffected.
3. Should the Contractual Partner be in default, we shall – besides further statutory claims – be entitled to demand lump-sum compensation for our default damages, amounting to 1% of the net price per completed calendar week, but not exceeding 5% of the net price of the goods delivered late. We reserve the right to furnish proof that greater damage has occurred. The Vendor shall be entitled to furnish proof that no damage whatever, or only significantly less damage, has occurred.
4. The onset of our default shall be determined in accordance with the statutory regulations. At all events, however, a reminder letter from the Contractual Partner shall be required. Should we be in default of delivery, the Contractual Partner may demand lump-sum compensation for their default damages. The lump-sum damage compensation shall amount to 0.5% of the net price (delivery value) for each full calendar week of default, but in total not exceeding 5% of the delivery value of the goods delivered late. We reserve the right to furnish proof that the Contractual Partner has not suffered any damage at all. The Contractual Partner shall be entitled to furnish proof that greater damage has occurred.

§ 5 Performance, delivery, transfer of risk, default of acceptance

A Performance

We are one of the leading tea importers and wholesalers in Germany and wish to further expand our market share, particularly in the market segments of top-quality teas, organically grown teas, and generally sustainably grown teas (Rainforest Alliance, UTZ, Fairtrade). We are in constant dialogue and exchange with our suppliers and producers in the producer countries in order to enable and implement fair trade for both sides. We are committed to sustainable action. To this end, we actively support the following sustainability projects: the "Fairbiotea" project, trade in organic tea, trade in Fairtrade-certified teas, trade in UTZ-certified teas and trade in Rainforest- certified teas. We support the environment by promoting a responsible use of agricultural chemicals, a clean environment by promoting organic farming and sustainable agriculture by supporting UTZ, RA and Fairtrade. Our company is certified in accordance with Bio Suisse guidelines, CERES Certification of Environmental Standards GmbH, Chain of Custody Standard - Tea Programme, EC Regulations No. 834/207 and 889/2008, the Fairtrade Standards and Flocert certification requirements, GfRS Gesellschaft für Ressourcenschutz mbH, Orthodox Union, Rainforest Alliance and SGS Institut Fresenius GmbH. Our suppliers likewise have certifications that apply to the respective sub-areas, or they are regularly monitored, assessed and approved by us. In the food sector, it is basically not guaranteed that a particular supplier will have IFS certification in the version valid for them (food, broker, logistics). On request, the customer shall receive the appropriate information.

B Deliveries to us

1. The Contractual Partner shall not be entitled, without our prior written consent, to arrange for the service which they are contractually obligated to perform to be provided by third parties (e.g. subcontractors). The Contractual Partner shall bear the procurement risk for their services, unless otherwise agreed in an individual case (e.g. restriction on stocks).
2. The risk of accidental loss and accidental deterioration of the goods shall be transferred to us at the place of performance. Insofar as an acceptance has been agreed, this shall be decisive for the transfer of risk. Otherwise, the statutory provisions of the German Contract Law for Work and Labour (*Werkvertragsrecht*) shall also apply mutatis mutandis in the case of acceptance. The same shall apply to the handover or acceptance if we are in default of acceptance.
3. The statutory regulations shall apply in the event that we get into default of acceptance. However, the Contractual Partner shall also expressly offer their service to us if a specific or determinable calendar time has been agreed upon for action or cooperation on our part (e.g. provision of materials). Should we get into default of acceptance, the Contractual Partner may therefore demand the reimbursement of their extra expenses, in accordance with the statutory regulations (Section 304 of the German Civil Code *(BGB)*). If the contract stipulates an unreasonable item to be manufactured by the Contractual Partner (individual production), the Contractual Partner shall only be entitled to further rights if we agree to cooperate and are culpably responsible for a failure to cooperate.

C Deliveries by us

1. Unless otherwise agreed, delivery periods shall be regarded as approximate; delivery dates shall not constitute fixed-date business agreements. Delivery shall be ex warehouse, which shall also be the place of performance for the delivery and any supplementary performance. At the request and expense of the Contractual Partner, the goods will be shipped to a different destination (sale by dispatch). Unless otherwise agreed, we shall be entitled to determine the type of shipment ourselves (particularly transport company, shipping route, packaging).

2. The risk of accidental loss and accidental deterioration of the goods shall pass to the Contractual Partner, at the latest, on handover. However, in the case of sale by dispatch, the risk of accidental loss and accidental deterioration of the goods, as well as the risk of delay,

shall already pass to the forwarding agent, the carrier or the person or institution commissioned to carry out the shipment on dispatch of the goods. Insofar as an acceptance has been agreed, this shall be decisive for the transfer of risk. The statutory provisions of the German Contract Law for Work and Labour (*Werkvertragsrecht*) shall also apply mutatis mutandis to an agreed acceptance. The same shall apply to the handover or acceptance if the Purchaser is in default of acceptance.

§ 6 Prices and terms of payment

1. The price stated in our order shall be binding. All prices are exclusive of the statutory value added tax, unless explicitly stated otherwise. The cost of any customs duty and tax increases that occur after dispatch shall be borne by the Contractual Partner. In the case of sales for subsequent delivery or unloading, any unforeseen or subsequent increases in customs duties, freight and insurance costs shall be borne by the Contractual Partner.
2. We shall not owe any maturity interest. The statutory provisions shall apply in the event of default of payment.
3. We shall be entitled to exercise set-off and retention rights, as well as to defence on grounds of non-fulfilment of contract to the extent permitted by law. In particular, we shall be entitled to withhold payments due as long as we are still entitled to assert claims against the Contractual Partner for incomplete or deficient services.
4. Unless otherwise agreed, the purchase price shall fall due and must be paid to us within 14 days of the date of invoicing and of the delivery or acceptance of the goods. However, we shall be entitled to at any time carry out a delivery, in full or in part, against prepayment only, including within the scope of an ongoing business relationship. We shall declare an appropriate proviso no later than the time of confirming the order.
5. On expiry of the aforementioned payment deadline, the Contractual Partner shall get into default. The purchase price shall be subject to interest during the period of default, at the statutory interest rate applicable at the time. We reserve the right to assert a claim for further damages caused by default. With regard to traders, our claim to the commercial maturity interest (Section 353 of the German Commercial Code (*HGB*)) shall thereby remain unaffected.
6. The Contractual Partner shall have the right to set-off or the right of retention only to the extent that their claim is legally established or undisputed. In the event of any deficiencies in the delivery, the counter-rights of the Contractual Partner shall remain unaffected, particularly in accordance with § 8 para. 6 sentence 2 of these GTC.
7. If, after concluding the contract it becomes apparent (e.g. due to an application for the opening of insolvency proceedings) that our claim to payment is at risk due to lack of performance on the part of the Contractual Partner, we shall be entitled to refuse performance and to withdraw from the contract, in accordance with the statutory regulations (Section 321 of the German Civil Code (*BGB*)) – if necessary, after setting a deadline. In the case of contracts concerning the production of unreasonable items (individual productions), we may immediately declare our withdrawal from the contract; the statutory regulations concerning the dispensability of setting a deadline shall thereby remain unaffected

§ 7 Confidentiality and retention of title

1. We shall reserve property rights and copyrights for the illustrations, drawings, product descriptions and other documents we have created. Such documents shall only be used for contractual performance and shall be returned to us after the completion of the contract. The documents must be kept secret vis-à-vis third parties, even after the termination of the contract. The obligation of non-disclosure shall not expire until, and to the extent that, the knowledge contained in the documents provided has become publicly known.

2. The above provision shall accordingly apply to substances and materials (e.g. finished and semi-finished products), which we provide to the Contractual Partner. Such items must – as long as they are not being processed – be stored separately at the expense of the Contractual Partner and insured against destruction and loss to an appropriate extent.
3. The processing, mixing or combining (further processing) of items provided shall be carried out by the Contractual Partner on our behalf. The same shall apply in the case of any further processing of the delivered goods that is carried out by us, so that we shall be deemed to be the manufacturer and will, at the latest, acquire ownership of the product on further processing, in accordance with the statutory provisions.
4. The transfer of ownership of the goods to us shall take place unconditionally and regardless of the payment of the price. If, however, in individual cases we accept an offer of the Contractual Partner for a transfer of ownership conditional upon the payment of the purchase price, the retention of title of the Contractual Partner shall, at the latest, expire on payment of the purchase price for the delivered goods. In the ordinary course of business, we shall also be entitled to resell the goods even prior to the payment of the purchase price, subject to advance assignment of the resulting claim (alternatively, validity of the simple retention of title extended to resale). At all events, this shall exclude all other forms of retention of title, in particular expanded and transferred retention of title, and retention of title that is extended for further processing.
5. Regarding goods delivered by us, we shall retain title to the sold goods until full payment of all our current and future claims based on the purchase contract and on an ongoing business relationship (secured claims).
6. The goods under our retention of title may neither be pledged to third parties nor assigned as a collateral security before full payment of the secured receivables. Should an application for the opening of insolvency proceedings be made or should third parties be granted access to the goods belonging to us (e.g. seizures of property), the Contractual Partner shall immediately notify us in writing.
7. In the event of breach of contract on the part of the Contractual Partner, in particular in the case of non-payment of the due purchase price, we shall be entitled to withdraw from the contract or/and to demand the surrender of the goods on the grounds of the retention of title, in accordance with the statutory regulations. The demand for the surrender of the goods shall not simultaneously include the declaration of withdrawal; rather, we shall only be entitled to demand the surrender of the goods and to reserve the right to withdraw from the contract. Should the Contractual Partner fail to pay the due purchase price, we may only assert these rights after first setting them a reasonable deadline for payment without success, or if such a deadline is dispensable according to the statutory provisions.
8. The Contractual Partner shall be entitled to resell and/or to process the goods subject to retention of title in the ordinary course of business until further notice, in accordance with (c) below. In this case, the following provisions shall additionally apply:
(a) The retention of title shall extend to the products resulting from the processing, mixing or combining of our goods, to their full value, whereby we shall be deemed to be the manufacturer. If, in the case of the processing, mixing or combining with goods of third parties, their retention of title remains, we shall acquire co-ownership in proportion to the

invoice values of the processed, mixed or combined goods. For the rest, the same shall apply to the resulting product as to the goods delivered under retention of title.
(b) To be on the safe side, the Purchaser hereby already assigns to us any claims against third parties that may arise from the resale of the goods or the product, in full or to the amount of our possible co-ownership share, in accordance with the preceding paragraph. We hereby accept the assignment. The obligations of the Contractual Partner specified in para. 6 above shall also apply regarding the assigned claims.
(c) Besides us, the Contractual Partner shall also remain authorised to collect the claim. We undertake not to collect the claim provided that the Contractual Partner fulfils their payment obligations towards us, that there is no deficiency in their performance and that we do not

exercise the retention of title through exercising a right pursuant to Para. 7. Should this be the case, however, we can demand that the Contractual Partner should inform us of the assigned claims and their debtors, provide all the information necessary for collection, hand over the related documents and inform the debtors (third parties) of the assignment. In this case, we shall also be entitled to revoke the Contractual Partner's right to resell and process the goods subject to retention of title.
(d) Should the realisable value of the securities exceed our claims by more than 10%, we shall release securities of our choice at the request of the Contractual Partner.

§ 8 Claims for defects

1. For our rights in the event of material and legal defects in the goods (including incorrect and short deliveries and incorrect assembly, deficient assembly or operating instructions) and in the event of any other breaches of duty by the Contractual Partner, the statutory provisions shall apply insofar as nothing different is stipulated below.
2. In accordance with the statutory provisions, the Vendor shall in particular be liable for the agreed quality of the goods at the transfer of risk. At all events, the product descriptions which – particularly through being designated or referred to in our order – are the object of the respective contract or have been included in the contract an agreement on the quality shall be deemed to be in the same way as these General Terms and Conditions. It shall thereby make no difference whether the product description comes from us, from the Vendor or from the manufacturer.
3. By way of derogation from Section 442 para. 1 sentence 2 of the German Civil Code (*BGB*), we are entitled to assert claims for defects without restriction even if the defect was still unknown to us at the time of concluding the contract, as a result of gross negligence.
4. The statutory provisions (Sections 377, 381 of the German Commercial Code (*HGB*)) shall apply to the commercial obligation to inspect and to report defects, subject to the following conditions: our duty to inspect shall be limited to defects which become clearly evident during our incoming goods inspection under external examination, including delivery documents (e.g. transport damage, incorrect and short delivery) or which are detectable through sampling during our quality control. Insofar as an acceptance has been agreed, there shall be no obligation to inspect. Moreover, it is important to determine the extent to which an investigation is feasible, taking into account the circumstances of the individual case, in accordance with the normal course of business. Our obligation to report defects that are discovered at a later date shall thereby remain unaffected. Without prejudice to our duty of inspection, our complaint (notification of defects) shall at all events be deemed to be immediate and timely if it is sent within 10 working days of discovery or, in the case of obvious defects, within 10 working days of delivery.
5. The expenses for the purposes of examination and supplementary performance shall be borne by the Contractual Partner, even if it turns out that there was in fact no defect present. Our liability for damages in the event of an unjustified request for rectification of defects shall

remain unaffected; in this respect, we shall only be liable if we realised or, through gross negligence failed to realise, that there was no defect.
6. Without prejudice to our statutory rights and the provisions in this paragraph, the following shall apply: should the Contractual Partner fails to fulfil their obligation to provide supplementary performance – either, at our discretion, by rectifying the defect (subsequent improvement) or by delivering a defect-free item (replacement delivery) – within a reasonable period set by us, we may rectify the defect ourselves and demand that the Vendor reimburse us for the necessary expenses or pay us an appropriate advance payment. Should the supplementary performance by the Vendor fail or be unacceptable for us (e.g. due to exceptional urgency, endangerment of operational safety or the imminent occurrence of disproportionate damage), no deadline will be required; we shall notify the Vendor of such circumstances immediately – if possible, in advance.

7. Furthermore, in the event of a material defect or defect of title, we shall be entitled to reduce the purchase price or withdraw from the contract in accordance with statutory provisions. In addition, we shall be entitled to compensation for damages and expenses in accordance with statutory provisions
8. The statutory provisions shall likewise apply to the rights of the Contractual Partner in the event of material defects and defects of title (including incorrect and short delivery, as well as incorrect assembly or deficient assembly instructions) of goods delivered by us, unless otherwise stipulated in the following. In all cases, the statutory special regulations shall remain unaffected in the event of the final delivery of the unprocessed goods to a consumer, even if the said consumer has further processed them (supplier recourse in accordance with Sections 478 of the German Civil Code (*BGB*)). Claims based on supplier recourse shall be excluded if the defective goods have been further processed by the Contractual Partner or another entrepreneur, e.g. through being physically combined with another product.
9. The basis of our liability for defects shall be, first and foremost, the agreement concluded on the quality of the goods. Product descriptions, origin, leaf grade, volume and any other information about the quality of the delivered item shall serve to define the specification. In this respect, this shall not involve any assurance of properties that are the subject of a guarantee.
10. If the quality has not been agreed upon, an assessment must be carried out in accordance with the statutory regulation to ascertain whether or not a defect is present (Section 434 para. 1 sentences 2 and 3 of the German Civil Code (*BGB*)). However, we shall accept no liability for any public statements issued by the manufacturer or by any other third parties (e.g. advertising statements).
11. The Contractual Partner's claims for defects presuppose that they have fulfilled their statutory obligations to inspect and to report defects (Sections 377 and 381 of the German Commercial Code *(HGB*)). Should a defect come to light at the time of delivery, inspection or at any later time, we must be immediately notified of this in writing. At all events, obvious defects must be reported within 10 working days of delivery, and defects that were not discernible during the inspection must be reported within 10 working days of their discovery. Should the Purchaser fail to properly inspect and / or notify us of defects, any liability on our part for the defect that was not reported, or not reported in due time, or not reported properly, shall be precluded in accordance with the statutory provisions. Claims for defects asserted by the Purchaser shall expire after one year, unless wilful intent or gross negligence on our part or liability on our part exists pursuant to the Product Liability Act (*Produkthaftungsgesetz*). Any further claims, particularly claims for damages, shall only exist in accordance with the provision in § 9 of these GTC.
12. Should the goods delivered by us be defective, we may initially choose whether to provide supplementary performance through remedying the defect (subsequent improvement) or through delivering defect-free goods (replacement delivery). Our right to

refuse supplementary performance in accordance with the statutory requirements shall thereby remain unaffected.
13. We shall be entitled to make the required supplementary performance contingent upon the Contractual Partner's paying the due purchase price. However, the Contractual Partner shall be entitled to retain a portion of the purchase price that is commensurate in proportion to the defect.
14. The Contractual Partner shall grant us the necessary time and opportunity to carry out the required supplementary performance and shall, in particular, hand over the rejected goods for inspection purposes. In the event of a replacement delivery, the Purchaser shall return the defective item to us in accordance with the statutory provisions.
15. Should a defect in fact be present, we shall bear or reimburse the expenses necessary for the purpose of inspection and supplementary performance, particularly transport, travel, labour and material costs, in accordance with the statutory regulations. Otherwise, we shall be entitled to demand that the Purchaser reimburse the costs (particularly inspection and

transport costs) incurred as a result of the unjustified demand for the rectification of a defect, unless the lack of defectiveness was not discernible for the Purchaser.
16. In urgent cases, e.g. endangerment of operational safety or to avert disproportionate damage, the Contractual Partner shall be entitled to remedy the defect themselves and to demand that we reimburse them for the expenses that are, from an objective viewpoint, necessary for this purpose. We must be notified of any such self-performance immediately – if possible, in advance. There shall be no right of self-performance if we would be entitled to refuse a corresponding supplementary performance in accordance with the statutory provisions.
17. Should the supplementary performance have failed, or a reasonable deadline to be set by the Contractual Partner for the supplementary performance have expired without result or is dispensable under the statutory provisions, the Contractual Partner may withdraw from the purchase contract or reduce the purchase price. However, in the event of an insignificant defect, there shall be no right of withdrawal.

§ 9 Supplier recourse and other liability

1. We shall be entitled, without any restriction, to exercise our legally stipulated rights of recourse within a supply chain (supplier's recourse pursuant to Sections 445a, 445b and 478 of the German Civil Code (*BGB*)) in addition to claims for defects. In particular, we shall be entitled to demand from the Contractual Partner the exact type of supplementary performance (rectification or replacement delivery) that we owe to our customer in a specific case. This shall not result in any restriction of our statutory right to choose (Section 439 para. 1 of the German Civil Code (*BGB*)).
2. Before we can acknowledge or fulfil a claim for defects asserted by our customer (including reimbursement of expenses in accordance with Section 445a para. 1 and Section 439 paras. 2 and 3 of the German Civil Code *(BGB*)), we shall inform our Contractual Partner, giving a brief explanation of the facts, and them ask for a written statement. Should no substantiated statement be issued within a reasonable set period, and should no amicable solution be achieved, the claim for defects actually conceded by us shall be deemed to be due to our customer. In this case, it shall be incumbent upon the Contractual Partner to provide proof to the contrary.
3. Our claims based on supplier recourse shall apply even if the defective goods have been further processed by us or another contractor – for example, through combining them another product.
4. Unless otherwise stipulated in these GTC, including the following provisions, we shall be liable for a breach of contractual and non-contractual obligation, in accordance with the statutory regulations.

5. In cases of wilful intent and gross negligence, we shall be liable for damages – irrespective of legal grounds – within the framework of fault-based liability. Subject to a less severe standard of liability, we shall be liable in the event of simple negligence, in accordance with the statutory regulations (e.g. for due diligence in our own affairs), only in the following cases:
a) for damages resulting from injury to life, limb or health,
b) for damages resulting from the substantial breach of an essential contractual obligation (i.e. an obligation whose fulfilment is essential for the proper execution of the contract and on whose observance the Contractual Partner regularly relies and may rely); however, in this case, our liability shall be limited to compensation for foreseeable, typically occurring damage.
6. The limitations of liability specified in Para. 5 above shall also apply in the event of any breaches of duty by, or in favour of, persons for whose culpability we are responsible in accordance with statutory provisions. They shall not apply insofar as we have fraudulently concealed a defect or have assumed a guarantee for the quality of the goods and for claims by the Contractual Partner pursuant to the German Product Liability Act (Produkthaftungsgesetz).
7. Our Contractual Partner may only withdraw from or terminate the contract on grounds of a breach of duty that is not relating to a defect provided that we are responsible for the said breach of duty. A free right of termination on the part of the Contractual Partner (particularly pursuant to Sections 651 and 649 of the German Civil Code (*BGB*)) is hereby excluded. For the rest, the statutory requirements and legal consequences shall apply.
8. Moreover, claims for damages asserted by the Purchaser in the event of slight negligence on the part of the Vendor shall be excluded if they are not asserted in court within a period of three months following the rejection of the claims by us or our insurer.

§ 10 Producer liability

1. Should the Contractual Partner be culpably responsible for damage to a product, they shall indemnify us against claims by third parties to the extent that the cause lies in their area of domain and organisation and that they themselves are liable vis-à-vis third parties.
2. Within the scope of their indemnification obligation, the Contractual Partner shall, in accordance with Sections 683 and 670 of the German Civil Code (*BGB*), reimburse us for any expenses that arise from, or in connection with, a claim by third parties, including for product recalls carried out by us. We shall inform the Contractual Partner of the content and scope of product recall measures – insofar as this is possible and reasonable – and give them the opportunity to make a statement. Any further statutory claims shall thereby remain unaffected.
3. Should the Contractual Partner place products purchased by us on the market, they shall be solely responsible for correct placement on the market in accordance with food laws or other regulations, particularly for legally sound promotion and incentive offers regarding the goods. We shall have no obligation to advise and inform in this respect. Provided that products are packaged and labelled at the behest and in accordance with the specifications of the Purchaser, or the Purchaser carries out labelling themselves, the Contractual Partner shall be deemed to be the sole distributor in the event of resale and shall be subject to the relevant regulations. Should we nevertheless be subject to a claim by third parties, the Contractual Partner shall, to the extent permitted by law, indemnify us against all liability.

§ 11 Statute of limitations

1. The reciprocal of the Contractual Partners shall lapse in accordance with the statutory provisions, unless otherwise stipulated in the following.
2. By way of derogation from Section 438 para. 1 no. 3 of the German Civil Code (*BGB*), the general period of limitation for claims for defects in goods acquired by us shall be 3 years from the transfer of risk. Insofar as an acceptance has been agreed, the limitation period shall commence on acceptance. The 3-year limitation period shall also apply mutatis mutandis to claims arising from defects in title, whereby the statutory limitation period for in rem surrender claims by third parties (Section 438 para. 1 no. 1 of the German Civil Code (*BGB*)) shall remain unaffected; furthermore, claims arising from defects of title shall on no account lapse as long as the third party can still assert the claim against us – particularly if the limitation period has not lapsed.
3. The limitation periods under sales law, including the above extension, shall apply – within the scope of the law – to all contractual claims for defects. Insofar as we are also entitled to assert non-contractual claims for damages due to a defect, this shall be subject to the regular statutory limitation period (Sections 195 and 199 of the German Civil Code (*BGB*)), unless the application of the limitation periods under sales law in individual cases leads to a longer limitation period.
4. By way of derogation from Section 438 para. 1 no. 3 of the German Civil Code (*BGB*), the general limitation period for claims arising from material defects and defects of title for goods

delivered by us shall be one year from delivery. Insofar as an acceptance has been agreed, the limitation period shall commence on acceptance.
5. The aforementioned limitation periods under sales law shall also apply to contractual and non-contractual claims for damages asserted by the Contractual Partner based on a defect in the goods, unless the application of the regular statutory limitation (Sections 195 and 199 of the German Civil Code (*BGB*)) would, in particular cases, result in a shorter limitation period. Claims for damages asserted by the Contractual Partner in accordance with § 9 para. 5 sentences 1 and 2(a) and in accordance with the Product Liability Act (*Produkthaftungsgesetz)* shall, however, lapse exclusively in accordance with the statutory limitation periods.

§ 12 Choice of law and place of jurisdiction

1. These GTC and the contractual relationship between us and our Contractual Partners shall be governed by the law of the Federal Republic of Germany, excluding international uniform law, particularly the UN Convention on contracts for the international sale of goods.
2. Should the Contractual Partner be a trader within the meaning of the German Commercial Code (*HGB*), a legal entity under public law or a special fund under public law, the exclusive – and also international – place of jurisdiction for all disputes arising from the contractual relationship shall be our registered office in Bremen. The same shall apply if the Vendor is an entrepreneur within the meaning of Section 14 of the German Civil Code (*BGB*). However, in all cases, we shall also be entitled to file an action at the place of performance of the principal obligation, in accordance with these GTC or a prior-ranking individual agreement, or at the general place of jurisdiction of the Contractual Partner. Prior-ranking statutory provisions, particularly concerning exclusive competences, shall thereby remain unaffected.

§ 13 Severability clause

The invalidity of individual provisions shall not affect the validity of the rest of the contract or of these GTC; the invalid provision shall be replaced by one that comes closest to the economic objectives of the Contracting Parties.