

1.0 Applicability of the Terms and Conditions

- 1.1. These General Terms and Conditions of Purchase shall apply to all - also future - orders for deliveries or services of Lieken AG and all affiliated companies pursuant to Secs. 15 ff AktG (German Stock Corporations Act), unless a written agreement with the supplier provides otherwise.
- 1.2. Our General Terms and Conditions of Purchase shall apply exclusively. Conflicting or deviating conditions shall not become part of the contract even if we do not expressly object to them or accept or pay for deliveries and services without reservation.

2.0 Conclusion of Contract

- 2.1. All offers submitted by the supplier are non-binding and free of charge for us. Oral or written offers are binding for the supplier for at least 14 working days after submission. Orders placed must be accepted in writing by the supplier within 3 working days. Silence on the part of the supplier with whom we have regular business relations shall be deemed acceptance of the order.
- 2.2. Only orders placed in writing are binding. Orders placed orally or by telephone are only binding if we have confirmed them by subsequently sending a written order.
- 2.3. Obvious errors in the order, in particular typing errors, shall entitle us to subsequent changes or to withdraw from the contract without becoming liable to the supplier for damages
- 2.4. If the supplier's financial situation deteriorates after conclusion of the contract to such an extent that proper order processing is questioned or justified doubts arise as to the supplier's performance, we shall be entitled to withdraw from the contract without prior notice without incurring any damages.

3.0 Shipment, Packaging, Disposal

- 3.1. Place of performance for all deliveries and services shall be the delivery address or place of use specified by us in the order. In case of foodstuffs, the method of dispatch and packaging must comply with all food law regulations. Shipment - also to a place other than the place of performance - is at the supplier's risk. This shall also apply if we take over the transport and/or the transport insurance. Detailed information / requirements for the transport of raw materials and packaging materials can be found in the "Guidelines for the Transport of Foodstuffs to / from Lieken" and can be viewed on the Internet at www.lieken.de → Lieken Quality → Purchasing → Downloads. Lieken reserves the right to change this policy from time to time. If the goods are exceptionally transported at our risk and expense, we will decide on the means of transport and select the forwarding agent or carrier.
- 3.2. In the case of goods with limited storability, the supplier must clearly and visibly mark the expiry date on the delivered goods and the packaging as well as in all order confirmations and delivery notes for goods with special storage and/or disposal regulations. Each outer packaging must be marked with a unique batch number. Furthermore, the supplier shall affix transport labels in accordance with the GS 1-128 standard to delivered shipping units. The exact content of the pallet labels is regulated in the current version of the "Terms of delivery for general cargo and loose goods" and can be viewed on the Internet at www.lieken.de → Lieken Quality → Purchasing → Downloads. Lieken reserves the right to change this policy from time to time. The acceptance of goods without GS 1-128 marking shall only be possible in exceptional cases, approved in advance by Lieken.
- 3.3. Each delivery shall be accompanied by a delivery note which must clearly show at least the description of the article, the destination, the order number and the article number of the respective merchandise management system. The "Delivery conditions for general cargo and loose goods", available on the Internet at www.lieken.de → Lieken quality → Purchasing → Downloads, contain the requirements for the delivery note. Lieken reserves the right to change this policy from time to time. These requirements may only be deviated from in exceptional cases approved in advance by Lieken. If this information is missing, we are entitled to refuse to accept the delivery.
- 3.4. Packaged goods shall always be delivered on perfect 800 x 1200 mm Euro pallets in accordance with UIC leaflet 435-2. Should we discover damaged pallets during processing of the delivered goods, we shall be entitled to charge these to the supplier at the replacement value. Deliveries on one-way or special pallets must be expressly agreed in writing in advance. This shall in particular apply in the case of a changeover to Euro H1 hygiene pallets.
- 3.5. The supplier shall be obliged to inform us in all cases in which certificates of origin are required or export restrictions exist if it must be aware of them or can reasonably be expected to obtain them. This information shall be clearly visible on the order confirmations, delivery notes and invoices. Any certificates of origin that may be required shall be delivered to us separately from the delivery without our request.
- 3.6. The supplier shall participate in a system in accordance with Sec. 6 para. 3 VerpackV (Packaging Ordinance) and shall prove this to us on request. It shall release us from possible claims of third parties, which may result from the organization

and execution of return obligations that do not comply with the legal requirements of the Packaging Ordinance

- 3.7. Insofar as possible and permissible, we shall take over the disposal of transport packaging material subject to the reservation that we shall pass on the costs incurred as a result. Otherwise, the supplier shall immediately collect transport packaging at its own expense from the delivery address or place of use indicated by us and dispose of it properly.

4.0 Delivery, Delay, Force Majeure

- 4.1. All delivery dates and quantities are binding. Delivery periods are calculated from the order date. Delivery dates of a different order confirmation shall only be decisive if we have expressly agreed to them in writing. The correct delivery to the delivery address or place of use specified by us shall be decisive for compliance with the delivery date. In the case of services, the regulation contained in the order shall apply.
- 4.2. We are not obliged to accept partial deliveries that have not been agreed. We shall be entitled to return such partial deliveries to the supplier at the supplier's expense and risk or to extend the term of payment accordingly until receipt of the complete delivery. If quantities are exceeded, we shall equally be entitled to return the part exceeding the agreed delivery quantity. The supplier shall bear the administrative costs incurred by us due to an agreed partial delivery or excess quantity as well as any costs of interim storage. Statutory default rights shall remain unaffected by this provision.
- 4.3. If the supplier realizes that agreed delivery dates cannot be met for any reason whatsoever, it shall notify us immediately in writing, stating the expected duration and reasons for the delay. If we agree in writing to the missed deadline, the occurrence of default shall be determined according to the newly agreed dates. Force majeure shall only relieve the supplier if the obligation to notify is complied with.
- 4.4. The supplier shall be obliged to compensate us for all direct and indirect damage caused to us by the delayed delivery or service. Acceptance of the delayed delivery or service shall not constitute a waiver of claims for compensation.
- 4.5. In the event of a delay in delivery, the supplier shall pay a contractual penalty of 0.2% of the net order value, but no more than 5% of the net order value, per commenced working day of the delay, starting from the fourth working day, unless otherwise agreed by contract. We shall be entitled to declare a reservation of the contractual penalty according to Sec. 341 Para.3 BGB (German Civil Code) within 5 (five) working days after acceptance of the goods and to assert the contractual penalty within a further 7 (seven) working days. We reserve the right to claim further damages, taking into account the forfeited contractual penalty. The supplier's obligation to perform shall remain unaffected by this.
- 4.6. If the agreed delivery dates are not met for reasons for which the supplier is responsible, we shall be entitled to refuse performance of the contract and claim damages in lieu of performance immediately in case of a fixed date transaction and, if no fixed date transaction had been agreed, after the expiry of a grace period set by us, taking into account the forfeited contractual penalty and without prejudice to further statutory claims.
- 4.7. If we are in arrears with the acceptance of the contract or with the placing of the order, we are to be put in default by means of a written reminder. The period of grace to be set shall correspond to the period of use of the remaining contract quantity, taking into account our expected requirements, and shall be reasonable for us. After fruitless expiry of the grace period, the supplier shall be entitled to withdraw from the contract; any further rights shall be excluded.
- 4.8. In cases of force majeure, the supplier shall be entitled to postpone the delivery or service for the duration of the force majeure event at the latest, provided it has informed us in writing within 24 hours of the occurrence of the force majeure event. Otherwise we shall be entitled to assert our default rights. If the supplier is in default, it cannot invoke force majeure. If in the event of force majeure the delayed performance is no longer of interest to us, we may withdraw from the contract without prejudice for the duration of the force majeure.

5.0 Prices, Invoicing, Payment Conditions

- 5.1. The prices agreed in the order shall be maximum prices, including all ancillary costs, e.g. for packaging, freight and customs duties up to the place of use indicated by us. They shall be binding for the entire duration or quantity of the contract. Statutory taxes, in particular value-added tax, shall be shown separately on the invoice.
- 5.2. Invoices shall be sent separately from the goods in duplicate - stating the data in accordance with Section 3.3 - to the company specified as the recipient in the order.
- 5.3. Unless otherwise agreed, payments shall be made at our discretion within a period of 21 (twenty-one) days with a 3% cash discount, with a 2% cash discount within 30 (thirty) days or within 60 (sixty) days net. Payments shall be made subject to invoice verification and shall not constitute acceptance of a defect-free delivery or service.
- 5.4. The payment period shall begin 1 (one) day after receipt of a proper invoice complying with the requirements of

Sec. 14 UStG (VAT Act), provided that the goods are not defective. If the goods arrive at the place of receipt later than the invoice, the receipt of the defect-free goods shall be decisive for the beginning of the payment period. In the event of premature delivery, the agreed delivery date shall be deemed the start of the payment period. Payments shall be deemed to have been made on time if they have been paid by us by the end of the calendar week in which they fall due in accordance with the periods specified in Section 5.3.

- 5.5. In the case of payment by us via a clearing account and conclusion of a del credere agreement between the supplier and the clearing account, we shall accept the supplier's retention of title rights in the form of a simple retention of title and its extensions, provided that the supplier always directs these rights against us, except in the event of insolvency, and shall only make use of the retention of title and its extensions if enforcement of the individual claims against us has been unsuccessful.

6.0 Guarantees

- 6.1. The supplier guarantees that all goods delivered by him and all services rendered by him comply with the relevant legal provisions and the regulations, ordinances and guidelines of authorities, professional associations and trade associations, all the relevant ordinances issued in each case as well as the regulations applicable at the time of delivery or delivery. They are suitable for the agreed purpose of use and possess all the necessary approvals and test marks, in particular the CE mark, TÜV approvals and approvals under food law. If reference is made in orders to designs in accordance with standard and/or DIN regulations, the latest version shall apply here in each case, unless a special version is prescribed.
- 6.2. Furthermore, the supplier shall guarantee to apply a quality assurance system that meets the requirements of the latest version of the standards DIN ISO 9001 to DIN ISO 9004 (models for demonstrating quality assurance and quality management). In addition, the supplier of raw materials shall guarantee a quality management system, preferably IFS Food, if necessary IFS Broker, but at least one GFSI approved standard. The corresponding scope shall comply with the products supplied. Suppliers with an energy management certification according to a system that meets the requirements of DIN 50001 shall be positively considered for comparable deliveries and/or services, taking into account the size of the company.

7.0 Liability for Material Defects

- 7.1. The supplier is liable for material defects for 36 months, unless otherwise agreed in the contract. The statute of limitations for defects notified in good time shall commence at the earliest two months after the date on which we ourselves have satisfied any claims for recourse by other companies or consumers on account of these defects, but no later than five years after delivery of the goods.
- 7.2. In the event of premature delivery, the agreed delivery date shall be deemed the beginning of the limitation period. In the case of a replacement delivery, the period of limitation shall begin again, in case of rectification of defects, however, only with regard to the repaired part.
- 7.3. We carry out an incoming goods inspection which is limited to the extent required by law. As a rule, this is merely a random inspection with regard to quantity, identity, external quality (transport damage) and obvious defects. Should there be indications of a different weight during the random inspection in the area of tanker train deliveries, we shall be entitled to order additional checkweighing at the supplier's expense.
- 7.4. We shall give notice of any defects immediately, but no later than 14 days after delivery or acceptance of the delivery or service. In the case of defects that only become apparent later (hidden defects), the period for giving notice of defects shall begin with recognition of the defect. If we resend or forward the goods in the normal course of business and this is known to the supplier, the period for examination and notification of defects shall be extended accordingly. The timely dispatch of the notice of defects shall suffice to maintain our rights.
- 7.5. Defects in part of the delivery shall entitle us to complain about the entire delivery. We shall be entitled to make cover purchases ourselves at the supplier's expense without an officially appointed person.
- 7.6. The goods delivered or services rendered by the supplier shall comply with our order specifications. Deviations of any kind require our prior written consent. If a good is purchased "according to sample", the resulting values shall apply, but at least the order specifications.
- 7.7. Tolerance limits for specified dimensions, weights and reject rates shall, if necessary, be specified separately in the respective order and must be absolutely adhered to. Even if exceeding tolerance limits are only determined for a part of the delivery, there is an overall wrong delivery and, thus, a material defect.

- 7.8. Excess deliveries of more than 5 % shall entitle us, at our discretion, to withdraw from the delivered quantity or to a price reduction corresponding to the cost degression.
- 7.9. We shall be entitled to reject the entire delivery as defective if - even with only part of the delivery- there are no colour- and exact-fitting print reproduction or processing problems of the packaging machines. In particular, the supplier shall be liable for the faultless legibility of the EAN code with commercially available cash register readers. Furthermore, when printing a motif, the supplier shall undertake to print according to the colour reference approved by Lieken (GMG colour proof). For this purpose, the control elements raster wedges on the GMG and the print sample (if existent) shall be available. The spectral photometric deviations should not exceed a Delta E of 3. In addition, the printing result shall be checked visually. If the printed sample does not optically and/or spectrophotometrically correspond to the colour reference, and if this deviation has a negative effect on the sale of the goods or their actual usability, we reserve the right to complain about the goods, to block them or to charge a price reduction.
- 7.10. When delivering foodstuffs, the supplier shall be obliged to take samples of each batch delivered immediately before filling into the transport containers and to preserve them until the expiry of the best-before date. We shall be entitled to request samples for follow-up examinations at any time.
- 7.11. Items which are subject to the obligation to be marked with a best-before date or consumption date shall be delivered by the supplier on time so that the remaining shelf life agreed in the specifications submitted by Lieken is adhered to.
- 7.12. If there is no clear reference to special storage conditions on the delivery item or in the offer or order confirmation, improper storage only leads to the loss of claims for material defects with regard to storage damage in cases of at least gross negligence.
- 7.13. If the supplier does not fulfil its obligation of subsequent performance within a reasonable period set by us, we may take the necessary measures ourselves or have them taken by third parties at his expense and risk irrespective of his liability for material defects. In an urgent case, especially if a further delay leads to even greater damage, setting a deadline shall not be necessary. The costs incurred as a result thereof shall be reimbursed to us without delay, taking into account any expenses saved.
- 7.14. Any damages or costs in connection with defective deliveries or services (e.g. inspection costs, installation and removal costs, processing costs, downtime costs), the supplier must reimburse us for these. Returns of rejected delivery items shall be at the expense and risk of the supplier.
- 7.15. For our security, the supplier shall hereby assign to us all claims for material defects to which it is entitled against his suppliers. We accept this assignment, but shall have the right to decide freely whether we make a claim against the supplier or his sub-suppliers.

8.0 Product Liability

- 8.1. If claims are made against us due to violation of official safety regulations or due to domestic or foreign statutory product liability regulations due to a defectiveness of our product which is attributable to products of the supplier, then we shall be entitled to demand compensation from the supplier for this damage insofar as it is caused by its products.
- 8.2. Within the scope of its liability for cases of damage within the meaning of 8.1, the supplier shall also be obliged to reimburse any expenses in accordance with Secs. 683, 670 BGB and Secs. 830, 840, 426 BGB which result from or in connection with a recall action carried out by us. We shall inform the supplier of the content and scope of the recall measures to be carried out - as far as possible and reasonable - and give it the opportunity to comment. The assertion of further legal claims shall remain unaffected by this.
- 8.3. The supplier shall be obliged to have taken out extended product liability insurance including the risks associated with the application of a quality assurance system in accordance with Sec. 6.2 as well as liability for the costs of an appropriate investigation of defects by us or a third party commissioned by us in an appropriate amount and to maintain this insurance for the duration of the contract, i.e. until the respective expiry of the limitation period for defects. The existence of the insurance and the amount of the sum insured shall be proven to us upon request; any changes shall be reported to us without delay. Further claims remain unaffected by this.

9.0 Confidentiality

- 9.1. The supplier shall undertake to treat confidentially all commercial and technical details which are not obvious and which become known to him through the business relationship and not to make them accessible to any third party. Employees and subcontractors shall be obligated accordingly.
- 9.2. This obligation of secrecy shall also apply after the execution of this contract; it shall not expire until and insofar as the manufacturing knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known.

- 9.3. Process descriptions, recipes, drawings, samples, models and other information provided by us to the supplier for the execution of the order or the procedures developed by the supplier according to our special information, drawings, samples, models etc. may not be used by the supplier for purposes other than the execution of our order without our written consent. Upon request, but at the latest upon termination of the contract, they shall be returned to us without delay together with all copies or reproductions, excluding any right of retention.
- 9.4. In the event of a culpable breach of the above confidentiality obligations, the supplier shall undertake to pay a contractual penalty to be determined by us at our reasonable discretion and, in the event of a dispute, to be reviewed by the competent court for its appropriateness. We shall reserve the right to claim further damages, taking into account the forfeited contractual penalty.

10.0 Property Rights- /Copyrights

- 10.1. The supplier shall acknowledge our ownership of all documents, samples, models, films, drawings, tools and, if applicable, workpieces etc. made available to it for processing. The supplier shall be obliged to use these items exclusively for the production of the goods ordered by us. The supplier shall also be obliged to insure the items belonging to us against fire, water and theft at replacement value and on its own expense. At the same time, the supplier hereby assigns to us all claims for compensation arising from this insurance; we hereby accept the assignment. The supplier shall be obliged to carry out any necessary maintenance and inspection work on our tools as well as all maintenance and repair work at its own expense and in good time. It shall notify us immediately of any malfunctions.
- 10.2. Regardless of the intended purpose of use, the supplier shall acknowledge our exclusive copyright to the drawings, drafts, models, films, lithographs, printing plates, master copies, clichés, matrices, embossing plates, punching tools and contours, impression cylinders, etc. made available to it. Should the supplier acquire its own copyright on the basis of its own processing of the drawings, drafts, models, etc. provided to it, it hereby grants us an unlimited, exclusive and free right of use to this copyright.
- 10.3. All documents in accordance with 10.2 shall be delivered to us free domicile by the supplier at his own risk at the latest upon termination of the contract. These documents may only be destroyed with our prior written consent. In the event of loss, improper handling or unauthorised destruction, the supplier is obliged to restore the goods free of charge or to pay damages.
- 10.4. New developments which the Seller carries out together with us or on our behalf may only be used elsewhere with our written consent; publications of the new developments shall also require our consent. Unless we make use of our right to apply for a patent or utility model for new developments ourselves, the supplier shall obtain our prior written consent before applying for any such rights.
- 10.5. Provided goods or parts shall remain our property. They are to be stored separately as such and may only be used for our orders. If the item provided by us is processed or inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our item (purchase price plus statutory VAT) to the other processed or mixed items at the time of processing/mixing. If the processing or mixing is carried out in such a way that the supplier's item is to be regarded as the main item, the supplier shall be obliged to transfer proportional co-ownership to us. The supplier shall keep the sole or co-ownership for us.
- 10.6. Suppliers who carry out contract processing for us shall immediately check the suitability and freedom from defects of material provided by us and, if necessary, make a complaint within 3 working days after receipt of the goods at the latest. We shall not be liable for additional costs and/or rejects due to defects not notified or notified too late.

11.0 Infringement of Industrial Property Rights

- 11.1 The supplier shall warrant that the contractual products are free of industrial property rights, copyrights and other rights of third parties which could restrict the use of the contractual products by us and our customers. If the contractual use is impaired or prohibited by asserted violations of protective, copyright and/or other rights, the supplier shall nevertheless be obliged to comply with the contractual provisions. For this purpose, the supplier may, at its own discretion, either modify or replace the contractual objects in such a way that they no longer fall under the protection, copyright and other rights or the supplier may obtain the right that the contractual objects may be used for us in accordance with the contract without restriction and without additional costs.
- 11.2 In the event of the assertion of protective, copyright or other rights, the supplier shall assume sole liability vis-à-vis the party invoking protective, copyright or other rights.
- 11.3 We shall undertake to notify the supplier in writing if claims are asserted against us for infringement of protective rights, copyrights and/or other rights.
- 11.4 Sections 11.1 to 11.3 shall not apply to the infringement of foreign industrial property rights as long as the supplier is or shall be unaware that the goods are being delivered to the country concerned. In this respect, the supplier shall only be liable to the statutory extent.

12.0 Prevention of Accidents

When working within our company or on our company premises, on our vehicles, etc., the supplier commissioned with this shall assume liability for the fact that the valid accident prevention regulations of the trade association responsible for it and the wholesale and warehouse trade associations as well as the working time ordinance are observed and all other precautionary measures are taken.

13.0 Miscellaneous

- 13.1 The supplier shall only be entitled to offset or assert a right of retention on the basis of undisputed or legally established claims.
- 13.2 Rights and/or obligations arising from the respective contractual relationship may be transferred to companies belonging to the Lieken Group or third parties at any time. The complete or partial passing on of orders to third parties shall require our prior written consent. The pledging of claims against us shall be excluded.
- 13.3 Place of performance for payments and other obligations towards merchants shall be the registered office of the respective contractual company belonging to the Lieken Group.
- 13.4 The place of jurisdiction for all disputes arising from the business relationship - including actions on cheques and bills of exchange - shall be the registered office of the respective contractual company belonging to the Lieken Group. However, we reserve the right to sue the supplier at any place of jurisdiction justified for him.
- 13.5 These Terms and Conditions of Purchase shall exclusively be subject to the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods. Legal relationships with foreign sellers shall also be governed exclusively by these Terms and Conditions of Purchase and the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 13.6 If any individual provisions of these General Terms and Conditions of Purchase be or become invalid, this shall not affect the validity of the remaining provisions. The parties shall undertake to replace the invalid provision by a provision that comes closest to what is economically intended.