

General Terms and Conditions of Sale of ERICH TRAPP GmbH & Co. KG

Valid from June 1st, 2024

1. Scope of application

- 1.1. These General Terms and Conditions of Sale apply exclusively to all deliveries of goods or merchandise manufactured by us, ERICH TRAPP GmbH & Co. KG.
- 1.2. We do not recognise any general terms and conditions of the Buyer that conflict with or deviate from these General Terms and Conditions of Sale, in particular the Buyer's terms and conditions of purchase, unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Sale shall also apply if we carry out the delivery to the Buyer without reservation in the knowledge that the Buyer's terms and conditions conflict with or deviate from our Terms and Conditions of Sale.
- 1.3. All agreements made between us and the Buyer for the purpose of executing this contract are set out in writing in this contract.
- 1.4. The conditions stated in our offers and/or order confirmations shall take precedence.
- 1.5. Our terms and conditions of sale only apply to entrepreneurs within the meaning of sec. 310 para. 1, 14 German Civil Code (BGB).

2. Offer and conclusion of contract

- 2.1. Our offers are non-binding, in particular with regard to information on quantities, packaging, prices and delivery times. Orders placed by the Buyer shall only become binding for us upon our written order confirmation or upon delivery.
- 2.2. If clauses of the Incoterms are mentioned in our offer and/or our order confirmation, the Incoterms 2020 shall apply.

3. Prices, terms of payment, offsetting and default

- 3.1. Up to a net order value of EUR 250 net, our prices for deliveries within the Federal Republic of Germany are "free of charge", unless otherwise agreed in writing. For all other deliveries, delivery shall be at the risk and for the account of the purchaser.
- 3.2. All prices are plus statutory VAT on the basis of the respective offer or, in the event that we do not state a price in our offer, on the basis of our price list.
- 3.3. Unless otherwise agreed in writing, the Buyer is entitled to a 2% discount if payment is made within 14 days of the invoice date. Otherwise, the purchase price is due for payment net cash within 30 days of the invoice date.
- 3.4. If the Buyer does not pay within 30 days of the invoice date, he is in default without a further reminder. The statutory regulations regarding the consequences of default in payment shall apply.

- 3.5. The Buyer may only offset his own claims against our claims and assert rights of retention if the Buyer's claims or rights of retention have either been legally established, recognised by us or the counterclaim is related to the invoiced goods. The Buyer is free to assert excluded claims in court.
- 3.6. If the Buyer is in default or if there is a significant deterioration in his financial circumstances, we may declare all outstanding claims immediately due and payable and demand security.
- 3.7. Furthermore, we are entitled to execute outstanding deliveries only against advance payment or provision of security if, after conclusion of the contract, we become aware of circumstances which are likely to significantly reduce the creditworthiness of the Buyer and thereby jeopardise the payment of our outstanding claims against the Buyer.
- 3.8. Invoices are issued exclusively in EUR and are to be paid in EUR. Any possible currency risks and fluctuations shall be borne exclusively by the Buyer. The effects of economic, fiscal or currency policy measures by governments or other official bodies (e.g. EC measures) that lead to unforeseen price increases shall also authorise the manufacturer to increase prices accordingly.

4. Delivery, transport risk and harvest reservation

- 4.1. Unless we have expressly confirmed them as "fixed" in writing, delivery deadlines are only approximate and do not constitute fixed deadlines within the meaning of Sectisec.on 323 (2) No. 2 German Civil Code (BGB) or sec. 376 German Commercial Code (HGB).
- 4.2. In the event of a delay in delivery, the purchaser must grant us a reasonable extension of at least two weeks.
- 4.3. In the absence of any agreement to the contrary, we shall be authorised to make partial deliveries to the extent customary in the trade, which shall cover at least 25% of the order quantity.
- 4.4. In the case of contracts that include several deliveries over a contractually agreed period, in particular in the case of deliveries on call, each partial delivery shall be deemed a completed transaction. A defective or untimely partial delivery has no influence on the part of the contract that has not yet been executed.
- 4.5. We are entitled to deviate from the total agreed delivery quantity by up to +/-10% with a corresponding adjustment of the purchase price.
- 4.6. All offers and contracts are subject to correct, complete and timely delivery to us. This reservation of self-supply shall only apply if we are not responsible for the failure to deliver. We are not responsible for the non-delivery if we have concluded a so-called congruent covering transaction with our supplier in good time to fulfil our contractual obligations. If the goods are not delivered, we will immediately inform the Buyer of this circumstance and refund the purchase price and shipping costs in the event of any advance payment.

- 4.7. All our sales are also subject to harvest. If, as a result of a poor harvest, there are fewer products available in terms of quantity than could have been expected when the contract was concluded, we have the right to deliver correspondingly fewer products. This applies in particular if the products purchased by us via cultivation contracts are not sufficient to fulfil the contracts of all customers. By delivering a smaller quantity for this reason, we fulfil our delivery obligations in full. In such a case, we are not obliged to supply substitute products and are not liable for damages of any kind. This provision shall also apply mutatis mutandis in the event that fewer products are available as a result of a ban on marketing by the authorities authorised to do so).
- 4.8. Unless otherwise agreed, all deliveries shall include the required and necessary packaging. The disposal shall either be borne by the Buyer or the costs thereof shall be added to the respective sales prices in the corresponding amount.
- 5. Delay in call-off and acceptance**
- 5.1. If the Buyer does not call off the ordered goods from us within the agreed or an otherwise reasonable period or if he is otherwise in default of acceptance, we may set him a grace period and, after the fruitless expiry of the grace period, withdraw from the contract and claim damages for non-performance.
- 5.2. Insofar as the requirements of Clause 5.1 are met, the risk of accidental loss or accidental deterioration of the purchased item shall pass to the Buyer at the point in time at which the Buyer is in default of acceptance or debtor's delay.
- 6. Retention of title**
- 6.1. The goods delivered by us shall remain our property until the purchase price has been paid in full.
- 6.2. If the Buyer has paid the purchase price for the delivered goods, but other liabilities arising from the business relationship with us have not yet been paid in full by the Buyer, we also reserve title to the delivered goods until all liabilities have been paid in full. This shall also apply if our individual claims are included in a current account.
- 6.3. The Buyer shall be obliged to store our reserved and collateral property safely, properly and carefully for us at his own expense and to insure it appropriately.
- 6.4. The Buyer is authorised to resell the goods in our ownership in the normal course of business as long as he meets his obligations arising from the business relationship with us in good time. All claims arising from the sale of goods to which we have reserved title shall be assigned to us by the purchaser at the time of conclusion of the contract with us.
- 6.5. The Buyer is not permitted to pledge the goods or assign them as security to third parties. In the event of seizures or other interventions by third parties in our reserved property, the Buyer must inform us immediately so that we can protect our rights. If the third party is not in a position to reimburse us for the judicial or extrajudicial costs of legal action, the purchaser shall be liable for the loss incurred by us.

- 6.6. At our request, the Buyer shall provide all necessary information about the inventory of the goods in our ownership and about the claims assigned to us. At our request, the Buyer shall also label the goods in our ownership/co-ownership as such and inform his customers of the assignment.
- 6.7. If the Buyer is in default of payment, the Buyer is no longer authorised to resell or process the goods subject to our retention of title. He must return these to us immediately, provide all information about securities and hand over the relevant documents. The costs of safeguarding our rights shall be borne by the Buyer. The revocation of the authorisation to sell or process does not in itself constitute a withdrawal from the contract. Our right to withdraw from the contract and to claim damages for non-performance shall remain unaffected.
- 6.8. If the value of the securities to which we are entitled exceeds the claims to be secured by more than 20% in total, we are obliged, at the written request of the purchaser, to release securities to be selected by us in favour of the purchaser in the corresponding amount.
- 6.9. If the retention of title in accordance with the provisions of this clause 6 is not effective under the law of the country in whose territory our products are located, the next effective legal security corresponding to the retention of title in that country shall be deemed agreed. The Buyer shall, if necessary, take all measures required to authorise and maintain such a right.
7. **Quality, obligation to inspect and give notice of defects, claims for defects**
- 7.1. The target quality of the goods is based on the contractual agreements. However, unless expressly agreed otherwise in writing, these do not constitute any assurance of properties or a guarantee.
- 7.2. In the case of sale by sample, the sample shall only serve as an illustrative piece to demonstrate the properties and character of the goods. Unless otherwise expressly agreed in writing, the properties of the sample are not warranted or guaranteed.
- 7.3. Goods labelled as "merchandise" are only traded by us and are not manufactured or processed by us. A product sold as merchandise is delivered by us as we purchase it from the source; we only assume a dealer function here. The quality parameters of these goods may deviate from those of the goods manufactured or processed by us, without the goods being defective as a result.
- 7.4. In the case of natural products, biologically based variations in shape, colour and structure as well as in the content of active ingredients do not constitute a defect unless certain parameters agreed in the individual contract are not met or the quality deviation exceeds the usual level.
- 7.5. A claim to delivery from a specific harvest shall only exist if this has been agreed in writing.
- 7.6. The Buyer must notify us in writing of any recognisable defects in the delivered goods without delay (at the latest within five working days of delivery). If a defect is not

recognisable until later despite proper incoming goods inspection by the Buyer, the period of five working days shall apply from receipt of knowledge.

- 7.7. In the event of timely and justified complaints, the Buyer's claims for defects shall initially be limited to replacement delivery or rectification of defects at our discretion. If subsequent fulfilment fails, we shall be entitled to carry out subsequent fulfilment a second time.
- 7.8. If the subsequent fulfilment by us fails, the Buyer can reduce the purchase price or withdraw from the purchase contract at his discretion. Claims for damages according to clause 8 remain unaffected by this.
- 7.9. Warranty claims against us cannot be assigned.

8. Liability and statute of limitations

- 8.1. We shall be liable for simple negligence in the event of injury to life, body or health as well as in the event of a breach of obligations, the fulfilment of which is essential for the proper execution of the contract and on the observance of which the Buyer may regularly rely (essential contractual obligations).
- 8.2. Otherwise, we shall only be liable for intent and gross negligence.
- 8.3. In the event of a slightly negligent breach of material contractual obligations, we shall only be liable for foreseeable damage typical of the contract and not for remote consequential damage.
- 8.4. Liability for culpable injury to life, body or health remains unaffected; this also applies to mandatory liability under the Product Liability Act.
- 8.5. All further claims of the Buyer are excluded.
- 8.6. The limitation period for warranty claims is one year after receipt of the delivery/service by the Buyer, unless mandatory statutory provisions provide for a longer limitation period.
- 8.7. The limitation period in the event of supplier recourse in accordance with §§ 445a, 445b, 478 German Civil Code (BGB) remains unaffected; it is five years from delivery of the defective item to our Buyer.

9. Force majeure

- 9.1. If we are prevented from providing the service due to events of force majeure, i.e. impediments to performance that are not merely temporary and last more than 14 calendar days, through no fault of our own, we shall inform the Buyer in writing in good time. In this case, we shall be entitled to postpone performance for the duration of the hindrance or to withdraw from the contract in whole or in part due to the part of the contract not yet fulfilled, provided that we have fulfilled the above obligation to inform and have not assumed the risk of performance. Force majeure includes pandemics, epidemics, natural disasters, strikes, lockouts, official interventions, energy and raw material shortages, transport bottlenecks through no fault of our own, operational hindrances through no fault of our own, for example due to fire, water and

machine damage and all other hindrances which, from an objective point of view, have not been culpably caused by us.

9.2. If a delivery or performance date or a delivery or performance period has been bindingly agreed and is not met due to events according to the above clause 9.1 the agreed delivery or performance date or the agreed delivery or performance period is exceeded by more than four weeks or, in the case of non-binding performance dates, it is objectively unreasonable for us to adhere to the contract, we shall be entitled to withdraw from the contract due to the part not yet fulfilled. In this case, we shall not be entitled to any further rights, in particular claims for damages.

10. Form, choice of law, place of fulfilment, place of jurisdiction, partial invalidity

10.1. Unless expressly stipulated otherwise in these General Terms and Conditions of Sale, our offers or order confirmations, all declarations within the scope of the business relationship with the Buyer must be made in writing (Section 126 German Civil Code (BGB)). The written form shall be deemed to have been complied with if the electronic form (Section 126a German Civil Code (BGB)) or the text form (Section 126b German Civil Code (BGB)) is observed, unless the electronic form and the text form are expressly excluded in these General Terms and Conditions of Sale, our offers or our order confirmations.

10.2. The place of fulfilment is Kaltenkirchen.

10.3. If the Buyer is a merchant, the place of jurisdiction is Kaltenkirchen. However, we are entitled to sue the Buyer at his place of business.

10.4. The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of the provisions of international private law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

10.5. In the event that individual provisions of these General Terms and Conditions of Sale are or become invalid, unenforceable or void, this shall not affect the validity of the remaining provisions.