

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

Valid from June 1st, 2024

1. General - Scope of application

- 1.1. These General Terms and Conditions of Purchase apply exclusively to all contracts for the ordering of goods and services by us, ERICH TRAPP GmbH & Co. KG, from the Supplier.
- 1.2. We do not recognise any terms and conditions of the Supplier that conflict with or deviate from these General Terms and Conditions of Purchase, in particular the Supplier's general terms and conditions of sale, unless we expressly agree to their validity in writing. Our General Terms and Conditions of Purchase shall also apply if we accept the Supplier's delivery without reservation in the knowledge that the Supplier's terms and conditions conflict with or deviate from these General Terms and Conditions of Purchase.
- 1.3. All agreements made between us and the Supplier for the purpose of the delivery of goods by the Supplier must be recorded in writing.
- 1.4. The conditions stated in our orders shall take precedence.
- 1.5. These General Terms and Conditions of Purchase shall only apply to entrepreneurs in accordance with sec. 310 para. 1, 14 German Civil Code (BGB).

2. Quotations and order confirmations

- 2.1. The Supplier is obliged to send us a written order confirmation without delay, but at the latest within three working days of receipt of a written order, which refers to our order number.
- 2.2. The Supplier shall bear all costs incurred in preparing and submitting the offer.
- 2.3. The Supplier undertakes to enclose the following documents and samples with offers without being requested to do so and free of charge:
 - 2.3.1. With regard to organic goods, proof of valid organic certification in accordance with German and European legal provisions, in particular Regulation (EU) No. 2018/848.
 - 2.3.2. With regard to food and non-food goods, the corresponding current product specification (not older than 3 years).
 - 2.3.3. With regard to foodstuffs, all analyses, in particular pesticide analyses and microbiological analyses by an accredited laboratory (if agreed separately).
 - 2.3.4. With regard to food contact materials, a declaration of conformity in accordance with German and European legal regulations, in particular with regard to food

contact materials made of plastic.

2.3.5. With regard to all other food contact materials, appropriate proof of suitability for the intended use, including safety declarations, migration tests, etc.

2.3.6. With regard to any export of the goods to other countries within and/or outside Europe, the written documents and declarations required or appropriate for export, such as certificates of origin, health certificates, clearance certificates, EUR.1 etc. (only with order confirmation).

2.3.7. With regard to all goods for which a free trade agreement, preferential origin system, etc. applies, the corresponding evidence (Supplier's declaration, preferential origin certificate/invoice) to prove the application (only for order confirmation).

2.3.8. With regard to all goods ordered under the condition "purchase on sample", a sufficient number of samples, in the case of "purchase on analysis", analyses from a laboratory accredited in the EU.

2.3.9. Certifications as proof of accession to and compliance with codes of conduct (e.g. BSCI Code of Conduct, Transfair, Rainforest Alliance or comparable initiatives).

2.3.10. Valid certificate according to the GFSI recognised certification (IFS, BRC or other).

2.3.11 A currently valid product liability insurance confirmation (only with order confirmation).

3. Purchase on sample or analysed goods - condition precedent

3.1. In the case of purchase on sample or analysis, the contract is subject to the condition precedent that we approve the sample or analysis in writing.

3.2. The approval period is three weeks after receipt of the sample or analysis. The period begins on the day following our receipt of the sample or analysis. If we do not send an acceptance within this period, the sample or analysis shall be deemed to have been rejected.

4. Prices – payment terms

4.1. The price stated in the order is binding.

4.2. Our orders are based on the Incoterms 2020. Unless otherwise stated in the order, "Delivered Duty Paid (DDP) warehouse 24568 Kaltenkirchen, Germany, Incoterms 2020" shall apply, including packaging.

4.3. The prices do not include the statutory value added tax.

4.4. We can only process invoices from the Supplier if they state the order number shown in our order. The Supplier is responsible for all consequences arising from non-

compliance with this obligation, unless he can prove that he is not responsible for this breach of duty.

- 4.5. Unless otherwise agreed in writing, we shall pay the purchase price within 14 days, calculated from delivery and receipt of invoice, with a 2% discount or net within 30 days of receipt of invoice.
- 4.6. We shall be entitled to rights of set-off and retention to the extent permitted by law.
- 4.7. The Supplier may not assign claims to third parties, either in whole or in part, without our written consent.

5. Delivery time, delivery and goods labelling, force majeure

- 5.1. The delivery time stated in the order is binding for the Supplier.
- 5.2. The Supplier is obliged to inform us immediately in writing if circumstances occur or become recognisable to him which indicate that the agreed delivery time cannot be met.
- 5.3. In the event of a delay in delivery, we shall be entitled to the statutory claims. In particular, we shall be entitled to demand compensation for damages and to withdraw from the purchase contract after the fruitless expiry of a reasonable deadline. If we demand compensation, the Supplier shall be entitled to prove to us that he is not responsible for the breach of duty.
- 5.4. Unless otherwise agreed in writing, delivery shall be made "Delivered Duty Paid (DDP), warehouse, 24568 Kaltenkirchen, Germany, Incoterms 2020".
- 5.5. The delivery must be accompanied by a delivery note and packing slip. In the case of ship or air shipments, the name of the shipping company and the ship with B/L no. or the name of the airline with AWB no. must be stated in the shipping documents and invoices.
- 5.6. The Supplier must select the most favourable and most suitable transport options for us.
- 5.7. The Supplier is obliged to state the following information on all shipping documents, delivery notes, packing slips, consignment notes and invoices:
 - 5.7.1.our order date as well as our order number and our article number,
 - 5.7.2.exact material designation and batch number,
 - 5.7.3.quantity and unloading point of the delivery,
 - 5.7.4.best before date.
- 5.8. If the Supplier fails to provide the information in accordance with clause 5.7 we shall not be responsible for the resulting delays in processing.
- 5.9. Our goods receiving times are Monday to Thursday between 7:00 and 14:30 and Friday

between 7:00 and 12:00.

- 5.10. In addition, we are entitled to demand 1% of the total net order value as a penalty for each commenced week of delay, up to a maximum of 10% of the total net order value. The Supplier reserves the right to prove lower damages.
- 5.11. In the event of under-deliveries, we reserve the right to claim the loss of profit in respect of the short delivery.
- 5.12. Our unconditional acceptance of the delayed delivery or service does not constitute a waiver of the claims for compensation to which we are entitled due to the delayed delivery or service.
- 5.13. The goods must be labelled clearly and visibly according to type and quantity in accordance with German and European statutory provisions. Unless otherwise agreed, foodstuffs must be labelled on the outer packaging with at least the best-before date, date of manufacture, article description, our article number and batch.
- 5.14. Allergens contained in the goods must be labelled and highlighted separately by the Supplier in accordance with German and European statutory provisions.
- 5.15. The Supplier must pack, label and dispatch the goods in accordance with the agreed specification in such a way that damage during transport is excluded and possible product tampering is recognisable and efficient unloading, handling and storage of the goods is possible.
- 5.16. If we are prevented from accepting the delivery due to events of force majeure, i.e. obstacles that are not merely temporary and last more than 14 calendar days through no fault of our own, we shall inform the Supplier in writing in good time. In this case, we shall be entitled to postpone fulfilment for the duration of the hindrance or to withdraw from the contract in whole or in part due to the part not yet fulfilled, provided that we have complied with the above obligation to inform and have not assumed the risk of performance. In this case, the Supplier shall not be entitled to claims for damages. Force majeure shall include 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, were not culpably caused by us.
- 5.17. Unless otherwise agreed, the goods must be delivered on flawless, exchangeable Euro pallets (DB standard), H1 or Euro - CHEP pallets. In the event of non-compliance, we are authorised to refuse acceptance of the entire delivery.

6. Inspection for defects - Liability for defects

- 6.1. We shall inspect the goods for any deviations in quality and quantity within a reasonable period of time. The complaint shall be deemed to have been made in good time if it is received by the Supplier within a period of ten working days, calculated from receipt of the goods or, in the case of hidden defects, from discovery.

- 6.2. Payments made by us shall not be deemed to be an acknowledgement that the goods or services have been provided in accordance with the contract, nor that they are free of defects, nor as an acknowledgement of proper invoicing.
- 6.3. We shall be entitled to the statutory claims for defects in full. In any case, we shall be entitled to demand that the Supplier, at our discretion, remedy the defect or deliver a new item. We expressly reserve the right to claim damages.
- 6.4. The Supplier warrants that the items delivered by him and the services rendered by him comply with the specifications, the intended use, the current state of the art and the relevant German and European legal provisions and other regulations. If deviations from these regulations are necessary in individual cases, the Supplier must obtain our written consent before implementing the deviation. The Supplier's warranty obligations shall not be affected by our consent.
- 6.5. If the Supplier is merely a dealer of the goods, he undertakes to check the goods for compliance with the specifications, the contractual agreements and the provisions of German and European law before delivery to us.
- 6.6. We are entitled to remedy the defect ourselves at the Supplier's expense if the Supplier is in default.
- 6.7. The limitation periods shall be determined in accordance with the statutory provisions.

7. **Special liability for defects in food, food packaging and food contact materials**

- 7.1. If no specific quality criteria have been agreed, the goods and their packaging must be of at least standard commercial quality. The quality and quantity details contained in the order and our specifications must be complied with.
- 7.2. The Supplier warrants in particular
 - 7.2.1. that the delivered goods and their packaging are true to sample and correspond to the contractual agreements;
 - 7.2.2. that the goods and their packaging comply with German and European statutory provisions; in the case of goods that are foodstuffs, these are in particular Regulation (EC) No. 178/2002 and the German Food and Feed Code (LFGB);
 - 7.2.3. that the goods and their packaging comply with the agreed specifications;
 - 7.2.4. unrestricted marketability of the goods delivered by the Supplier and their packaging in Germany, the EU, Switzerland and the United Kingdom as well as, if applicable, in the respective sales markets notified to the Supplier in writing;
 - 7.2.5. that the maximum levels for contaminants and mycotoxins comply with Regulation (EU) No. 2023/915;
 - 7.2.6. that flavourings and the flavourings used in the goods comply with the requirements of the EC Flavouring Directive No. 1334/2008;

- 7.2.7. to supply only goods that fulfil the requirements of Regulation (EC) No. 396/2005 (Pesticide Residue Maximum Level Regulation), also to the extent that pesticide residues are below the limit values even if the upper value of the scatter range of the analysis results is taken as a basis;
- 7.2.8. that organic goods comply with the German and European legal provisions, in particular Regulation (EU) No. 2018/848 (EC Organic Regulation), as well as the orientation values published by the Bundesverband Naturkost Naturwaren (BNN) e.V. at www.n-bnn.de;
- 7.2.9. that the goods have not been treated with ultraviolet or ionising radiation;
- 7.2.10. that the goods supplied by him are not genetically modified foods and/or do not contain any foods, additives or flavourings produced from genetically modified organisms in accordance with the relevant provisions, with the exception of accidental or technically unavoidable contamination with authorised genetically modified material up to a threshold value of 0.9% in relation to the individual ingredient or the foodstuff if it consists of a single ingredient in accordance with Regulation (EU) 1829/2003 and Regulation (EU) 1830/2003; this does not apply if stricter requirements, e.g. in accordance with VLOG, are agreed;
- 7.2.11. that the goods are not subject to labelling with regard to genetic engineering labelling requirements;
- 7.2.12. the authenticity and accuracy of the content of the certificates and documents within the meaning of section 2.3;
- 7.2.13. that food contact materials comply with German and European legal requirements, in particular Regulation (EU) No. 1935/2004.
- 7.3. Insofar as the goods are mixed, combined and/or processed by us with other items, the Supplier warrants the usability and marketability both in relation to the manufacturing process and in relation to the end product, insofar as the Supplier is aware of the manufacturing process and the end product. The Supplier is obliged to inform us without being asked of any concerns regarding a corresponding use of the goods, in particular to indicate any special features to be taken into account by us with regard to the use of the goods in production.
- 7.4. We must be notified in writing at least six months before the planned implementation of any changes to the quantities and/or composition of the goods in the ingredient lists (recipe changes) as well as packaging changes that deviate from the product specification agreed by us with the Supplier. Such changes shall always require our express written consent, unless required by mandatory German and European statutory provisions.
- 7.5. With regard to the goods, the Supplier warrants proper and complete controls in the course of production on the basis of the applicable legal situation and the current state of the art.

- 7.6. We are entitled to exclude the commissioning of third-party Suppliers if there is reason to doubt the quality standards of the third-party Suppliers.
- 7.7. The Supplier warrants the continuous and complete traceability of the goods delivered by him in accordance with the applicable German and European legal provisions, the regulations and guidelines of authorities, trade associations and professional organisations. In addition to the goods themselves, the subject of traceability for each product are the ingredients, raw materials, additives and auxiliary materials etc. used, the time of manufacture/production, the packaging materials and the course of the manufacturing process.
- 7.8. In addition to section 7.7, in the case of food, food packaging and food contact materials, the Supplier is obliged to provide us, upon request, with proof of the entire supply chain of the goods delivered by him and their ingredients or the materials used, by name and up to the origin. The certificates for these upstream Suppliers must be presented to us on request. The Supplier warrants that it monitors the upstream Suppliers and continuously carries out an incoming goods inspection that at least meets the requirements customary in the industry.
- 7.9. In case of need (official complaint, customer complaint, etc.), the Supplier is obliged to provide us immediately with the necessary information regarding certain requested goods upon request. The assertion of further claims against the Supplier remains unaffected by this.
- 7.10. In the case of goods labelled or required to be labelled with best-before dates (best-before date, use-by date, etc.), the remaining shelf life, i.e. the time available to us for processing and/or marketing the goods, calculated from the day following receipt of the goods, must be at least 80% of the total shelf life (span between production and specified date). Deliveries of goods that do not fulfil this requirement shall be deemed defective.
- 7.11. If the subject of the Supplier's delivery is packaging material which we use and utilise, the above provisions shall apply accordingly, i.e. the Supplier warrants the unrestricted marketability and usability of the packaging material. In particular, the Supplier warrants that this packaging material does not have any detrimental effects on the packaged product.
- 7.12. The Supplier warrants that the vehicles used for the delivery are suitable for the transport of foodstuffs. In particular, there must be no pests, foreign odours, dust, moisture, mould, foreign bodies or other negative influences in the vehicles. The same applies to the respective loading and unloading areas and interim storage.
- 7.13. Insofar as we are obliged towards our customers to comply with standards regulating the supply chain, in particular to comply with the German Supply Chain Due Diligence Act (LkSG) and Regulation (EU) 2023/1115 on the making available on the Union market of certain raw materials and products associated with deforestation and forest degradation and their export from the Union, and notify the Supplier of this obligation in writing, the Supplier, for its part, warrants compliance with standards regulating the supply chain within the meaning of this paragraph.

8. Recall, warning and other product safety measures

- 8.1. If the Supplier is obliged by law to inform the competent authorities of any indications that the goods pose a risk to the health or safety of persons and/or property or that the goods do not fulfil the other requirements for proper marketing, the Supplier is obliged to inform us of this immediately in writing.
- 8.2. If a warning, recall or other measure ordered by the authorities is issued for the goods or if the Supplier, a sub-supplier or the manufacturer takes such a measure, the Supplier shall be liable to us for the damage caused thereby, including the costs incurred for taking back the goods, insofar as the Supplier is responsible for the reason for the measure.
- 8.3. If we intend to issue a warning, a recall or any other measure required by law, we shall give the Supplier the opportunity to comment in advance, insofar as this appears possible and reasonable, particularly in view of the urgency of the measure. The Supplier shall be liable to us for the damage caused by the measure, including the costs necessary to implement the measure, insofar as the Supplier is responsible for the reason for the measure.
- 8.4. If, due to actual or alleged health hazards, a public warning is issued, in particular in the media, against purchasing or using the goods or products with the same ingredients, we are entitled to cancel orders that have not yet been delivered and to return goods that have already been delivered against reimbursement of the purchase price. The right of cancellation and return exists within one month of the first publication of the warning. In particular, the Supplier shall also be liable for any damage incurred by us as a result of the warning and/or cancellation, including all consequential costs, insofar as the Supplier is responsible for the reason for the warning. Further claims on our part due to the defectiveness of the goods shall remain unaffected by this.
- 8.5. Section 8.4 applies accordingly to warnings for products that are comparable to the goods or that have comparable ingredients.

9. Product liability - Indemnification - Liability insurance cover

- 9.1. Insofar as the Supplier is responsible for product damage, he is obliged to indemnify us against claims for damages by third parties on first demand, insofar as the cause lies within his sphere of control and organisation and he himself is liable in relation to third parties.
- 9.2. Within the scope of its liability for cases of damage within the meaning of Section 9.1 the Supplier shall also be obliged to reimburse us for any expenses pursuant to Sections 683, 670 German Civil Code (BGB) or pursuant to Sections 830, 840, 426 German Civil Code (BGB) arising 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 him the opportunity to comment. Other statutory claims remain unaffected.

9.3. The Supplier undertakes to maintain product liability insurance with cover of at least € 10 million per claim; if we are entitled to further claims for damages, these shall remain unaffected.

10. Third party rights

10.1. The Supplier warrants that no rights of third parties within the Federal Republic of Germany and, insofar as we export the goods abroad and inform the Supplier of this in writing, no rights of third parties in the respective country of destination are infringed in connection with his delivery.

10.2. If we are sued by a third party for an infringement of rights within the meaning of Clause 10.1 the Supplier is obliged to indemnify us against these claims upon first written request; we are not authorised to make any agreements with the third party, in particular to conclude a settlement, without the written consent of the Supplier.

10.3. The Supplier's obligation to indemnify relates to all expenses necessarily incurred by us from or in connection with the claim by a third party.

10.4. We reserve the property rights and copyrights to illustrations, drawings, calculations, recipes, provisions and other documents that we make available to the Supplier.

11. Retention of title

We do not recognise any retention of title by the Supplier.

12. Secrecy

12.1. The Supplier is obliged to keep all illustrations, drawings, calculations, specifications and other documents and information (hereinafter referred to as "Information") strictly confidential.

12.2. The information may only be disclosed to third parties with our written consent.

12.3. The information is to be used exclusively for production on the basis of our order; after termination of the business relationship it is to be returned to us without request. The confidentiality obligation shall also apply after the fulfilment of this contract; it shall expire if and to the extent that the manufacturing knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known.

13. Code of conduct - Occupational health and safety - Environmental protection

13.1. As a company, we expect socially fair and sustainable behaviour from all Suppliers within the supply chain and aim to ensure that all activities of the Suppliers involved in the supply chain are socially and environmentally balanced. The Supplier undertakes to act accordingly.

13.2. In particular, the Supplier undertakes to comply with all German and European laws and regulations, in particular labour and environmental protection laws, minimum

industrial standards, conventions of the International Labour Organisation (ILO) and the United Nations and all other relevant statutory provisions, whereby those regulations are to be applied which impose the strictest requirements.

- 13.3. In particular, the Supplier is obliged to select environmentally friendly and recyclable input materials, to use low-emission and low-pollutant technologies, to construct structures that are easy to dismantle and disassemble, and to use energy- and resource-saving solutions.
- 13.4. The Supplier is obliged to comply with codes of conduct (e.g. BSCI Code of Conduct, Fairtrade Deutschland e.V., Rainforest Alliance or comparable initiatives) to which it has signed up.
- 13.5. We reserve the right to check compliance with the codes of conduct as part of our own audits.
- 13.6. We reserve the right to carry out audits to check compliance with the agreed provisions.

14. Form - Applicable law - Place of jurisdiction - Place of fulfilment

- 14.1. Unless expressly stipulated otherwise in these General Terms and Conditions of Purchase or in our orders, all declarations within the scope of the business relationship with the customer must be made in writing (Section 126 German Civil Code 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 Purchase or in our orders.
- 14.2. The law of the Federal Republic of Germany shall apply with the exception of the provisions of international private law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall apply.
- 14.3. The place of jurisdiction is Kaltenkirchen; however, we are also entitled to sue the Supplier at its registered office.
- 14.4. Unless otherwise stated in the order, Kaltenkirchen shall be the place of fulfilment.
- 14.5. Should any provision of these General Terms and Conditions of Purchase be invalid, unenforceable or void in whole or in part, this shall not affect the validity of the remaining provisions.