

## General terms and conditions (GTC) of Pfahnl Backmittel GmbH

### I. Scope of application:

We shall contract exclusively in accordance with the conditions set out below; the decisive version shall be the version valid at the time of conclusion of the contract. Amendments or ancillary agreements shall require the written form. Non-exercise of individual rights conferred by these conditions shall in no case be deemed a waiver of the remaining rights. We already now object to deviating provisions in customer orders; such deviating provisions are – unless accepted by us in writing – deemed not made known.

### II. Conclusion of contracts:

Offers and price lists are subject to change and non-binding. We shall have a period of two weeks, commencing upon receipt of the order, for acceptance of the order; the customer shall be bound to his order until expiry of this period. By ordering, the customer makes a binding contractual offer. A contract shall only be deemed concluded upon the customer receiving a written order confirmation sent by us. The dispatch of the goods ordered by the customer by us or collection of the goods by the customer himself shall also result in conclusion of a contract. Our sales representatives are not authorised to conclude contracts in our name. If "approximate quantities" were agreed, we shall be entitled to deliver a quantity falling short of or exceeding the quantity by no more than ten percent; the dispatch weight shall be decisive. We shall not assume any liability whatsoever for usual loss of weight during transport.

### III. Prices:

All prices are given ex works or ex distribution warehouse; they are subject to change excluding statutory VAT and are given in Euro (EUR), unless a different currency is indicated expressly. We reserve the right to invoice transportation and other additional expenses separately; an exception is simple customary packaging. Additional costs incurred due to subsequent change to the order shall always be borne by the customer.

### IV. Delivery:

All indicated delivery periods are subject to change on principle. Any and all unforeseen circumstances and any and all cases of force majeure that affect us or our suppliers and impede, delay or make impossible the production of or the trade with products, for example official measures, war, riots, lockouts or industrial actions, lack of necessary materials, malfunctions, transportation disruptions, suppliers' refusal to deliver, scarcity of resources or delay in their allocation, etc. as well as other circumstances or events that we are not responsible for shall give us the right to withdraw from the contract, to reduce the agreed delivery quantity, to reduce the quantitative and/or qualitative selection rate or to postpone the delivery date for at least the duration of the impediment. These shall not give to claims for compensation of any kind for the customer, with the exception of cases of intent or gross negligence. If dispatch of goods ready for dispatch is delayed for a reason we are not responsible for, we shall have the right to store the goods at the cost and risk of the customer at own discretion; this shall result in the delivery being deemed completed.

Unless an express agreement to the contrary is concluded, all pallet cages, containers or other transport packaging provided on loan shall remain our property; the customer shall return these to us immediately at his cost and risk. The customer shall assume full liability for damage or loss during transport. In case of failure to return these immediately, we shall invoice the transport packaging. Prices only include customary packaging of goods. If the customer requests special packaging, we shall pass on the costs for such packaging if we comply with the request.

We shall not assume costs for the disposal of packaging materials (containers).

We shall only accept returned goods after prior consultation and with express written approval.

### V. Place of performance and transfer of risk:

Place of performance for all services, payments and delivery shall be the registered office of our company. Use and risk of price shall be transferred to the customer upon transfer for shipment or notification of readiness for dispatch. Transport shall take place at the risk of the customer. We shall only take out transport insurance on request of the customer and subject to invoicing the insurance premium to the customer.

### VI. Payment conditions, offsetting prohibition, right to withhold performance:

Payments must be made in cash or by bank or postal cheque transfer.

Cheques and bills of exchange shall be accepted as undertaking to pay and payment shall only be deemed effected when their counter value is received definitely by the due date. Discount and collection expenses shall be borne by the customer. Payment commitments of the person effecting the payment are invalid and not binding for us. Offsetting against claims of the customer shall be excluded, unless the claims are acknowledged by us in writing or are legally determined. Discounts or deduction of premiums predicate that all outstanding claims are already satisfied.

In case of debtor's delay on the part of the customer, we shall invoice interest of 8 % above the base interest rate from the due date onwards. If satisfaction of the payment claim is at risk due to a deterioration of the customer's financial situation that occurred or became known after the contract was concluded, we shall have the right to demand advance payments and immediate payment of all outstanding invoices, including invoices that are not yet due, to withhold goods not yet delivered and to cease further processing of ongoing orders.

We shall also have these rights if the customer fails to effect payment despite a reminder of delay. Turnover bonuses shall only be offset against delivery of goods.

### VII. Retention of title:

We shall retain full title to the goods (reserved goods) until complete satisfaction of all our claims towards the customer, especially until realisation of all payments (invoiced amounts, interest, costs, dunning expenses, etc.), also if individual parts were already paid. Until this moment, the customer shall require our written permission to resell, edit, process or combine the goods; exceptions are cases in which the goods are expressly destined for resale, editing, processing or combination. In the case of resale of the reserved goods, the customer shall already now assign to us the claims, especially future claims towards his clients/principals that arise for him, until satisfaction of our claims as payment without special declaration being necessary at a later point; this assignment shall also include balance claims arising from existing current account relationships or upon termination of such relationships of the customer with his principals. If the reserved goods are sold together with other products without a price having been agreed for the reserved goods, the customer shall assign to us, subject to priority over the remaining claims, that part of the total price claim that corresponds to the value of the reserved goods invoiced by us. Until revocation, the customer shall be entitled to collect the assigned claims arising from resale; however, he shall not have the right to dispose of them in any other way. On our request, the customer shall inform his client/principal of the assignment and provide us with the documents required to exercise his rights against his client/principal, e.g. invoices, and provide us with all relevant information. All collection costs and costs of possible intervention shall be borne by the customer. The customer shall always enter a corresponding comment regarding the assignment in his books and his invoices. If the customer uses the reserved goods to manufacture a new moveable product, this shall take place on our behalf without resulting in any obligations for us.

The new product shall become our property. In case of processing together with third-party products, we shall acquire joint title to the new product in proportion to the value of the reserved goods compared to the other products at the time of processing.

Advertisement materials made available by us shall remain our property unless their full price was paid by the customer. The customer shall have the right to pass on the advertisement materials made available by us in the course of his regular business operations, subject to our right of revocation which we may exercise at any time and without statement of reasons. Advertisement materials that are our property shall be returned to us immediately on our request at any time.

### VIII. Warranty:

When unopened and stored as indicated and when the processing instructions on the labels are observed, the products purchased from us comply with the provisions of Austrian food law. Only guaranteed characteristics expressly marked as such by us shall be deemed guaranteed characteristics in terms of section 922 (1) ABGB [Allgemeines Bürgerliches Gesetzbuch, General Civil Code]. Our product recommendations and product descriptions prepared by us or the manufacturer do not constitute expressly guaranteed characteristics. On principle, the warranty period is six months, unless special warranty periods are expressly agreed in writing for individual delivery items. If the time until expiry of the best-before date is shorter than six months, the warranty period shall be reduced to this period. The customer shall have to prove that the defect was already present upon transfer. Defects must be reported in writing within five days (receipt by us), including the specific product designation (especially delivery note number, date of the delivery note, batch number, etc.) and information regarding type and extent of the defect; failure to do so shall result in forfeiting of the claim. The period shall commence upon transfer of the goods to the customer or, in case of delay of acceptance, upon notification of readiness for transfer by us. No complaints can be filed for customary loss. Warranty claims shall be asserted by a judicial process within six months.

The customer shall be obliged to let us conduct closer examinations for determination of possible defects, including inspection and access to documents, etc. Defects of individual, independent parts of a delivery shall not grant the right to withdraw from the entire contract or to change.

Samples and models are an approximate representation of quality, dimensions, colour, packaging and presentation. However, these characteristics are not guaranteed. Notwithstanding, we do not assume liability for deviation of the goods from a model or previous delivery unless this is agreed in writing. Minor deviations shall not entitle the customer to any compensation or warranty claims; in case of non-minor deviations, the customer shall only be entitled to a replacement delivery. However, we shall have the right to withdraw from the contract at our choice. Claims for compensation of the customer, irrespective of the type, are excluded, with the exception of gross culpability.

Subject to mandatory legal provisions, we reserve the right to satisfy the warranty claim with simultaneous and justified notice of defects by reworking, replacement or price reduction, at our own choice. The customer shall grant us, to a reasonable extent, the time and opportunity required for reworking or replacement. Should he refuse to do so or if the period is shortened in an unreasonable manner, we shall be exempted from warranty or defect removal, as applicable.

Other claims for compensation of the customer, irrespective of their type, are excluded, with the exception of gross culpability on our part. The application of section 924 ABGB and section 933b ABGB is expressly excluded.

### IX. Data protection:

Privacy and information security are the basis for stable and successful customer relationships for Pfahnl Backmittel GmbH. All of our data-driven applications are in accordance with the provisions of the Austrian Data Protection Act. You find further information at <https://www.pfahnl.eu/service/dataprotection.html>

### X. General provisions, applicable law, place of jurisdiction, place of performance:

The customer agrees that his personal data (name and address) are listed in our customer database until revocation by him and that these will be used to inform him about our products, new products and prices.

The business relationship between us and the customer shall be exclusively subject to material Austrian law under exclusion of conflict of law provisions. Application of the UN Convention on

Contracts for the International Sale of Goods is excluded. Agreed as exclusive place of jurisdiction is the respective court competent at our registered office.