

General Terms and Conditions of Purchase (As of 26/07/2022)

1. General

These General Terms and Conditions of Purchase apply to all orders or contracts for deliveries and services concluded with the contractor (CO). Deviating general terms and conditions (GTC) of the CO shall only be valid if we have expressly acknowledged their validity in writing (telecommunication via email or fax is sufficient to meet this form). The GTC of CO shall have no effect even if we have not objected to them in individual cases. Acceptance of deliveries, services of the CO or their payment does not constitute acceptance of the GTC of CO. Inasmuch as the CO has accepted our General Terms and Conditions of Purchase, these shall also apply to future contracts with it.

2. Offers, orders

- 2.1. The preparation of offers or cost estimates is free of charge for us and we are not obliged to place an order. Should the CO deviate in its offer from our request addressed to it, it shall expressly draw attention to this and to the amended content. Alternative offers, according to which the requested deliveries or services could be provided in a technically different way and/or economically more favorable, are welcome, but shall be clearly marked as alternative offers.
- 2.2. We shall not assume any costs or pay any remuneration for visits, planning and other advance services provided by the CO in connection with the submission of offers or cost estimates, unless this has been agreed with the CO in each individual case.
- 2.3. Orders, their amendment or any supplement to them as well as other agreements made in connection with the conclusion of a contract are binding, providing they are issued or confirmed by authorized persons on our site in writing.

3. Terms of delivery, prices

Insofar as no other provision is made, deliveries from the CO for purchase contracts are based on "DAP Place of Receipt, Incoterms®2020". The "Place of Receipt" is the place of destination within the meaning of the Incoterms clause. The Incoterms clause applies to all deliveries and services which the CO has to perform until the arrival of the ordered goods at the agreed Place of Receipt. The delivery shall be accompanied by all documentation which are part of the scope. Unless otherwise agreed, prices shall also apply to all other necessary actions, submission of documents or provision of supplies which shall be available upon arrival of the goods to be delivered at the Place of Receipt. Each contracting party shall bear the costs incurred by it if an acceptance, either agreed upon or based on statutory basis, takes place.

4. Shipping instructions, packaging, transport insurance, origin of goods

- 4.1. A delivery note shall be issued for each delivery. The CO is obliged to inform itself about our acceptance times for goods before delivery and to take these into account. The CO shall be liable for the consequences of incorrect delivery notes. Our order number and the consignee specified in the order shall be stated in all shipping documents.
- 4.2. In addition to the obligations under "DAP Place of Receipt, Incoterms® 2020" or under other delivery conditions for movable goods, the CO shall take out transport insurance at its own expense and bear the packaging costs. The same shall apply in case other Incoterms are agreed upon.

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- 4.3. Should the delivery concern dangerous goods which are subject to special national and international shipping regulations, the CO shall pack them accordingly, label them in approved containers and pass them to the Place of Receipt in compliance with the relevant regulations, which also includes compliance with the regulations of the respective transit country.
- 4.4. Should delivery be subject to rules of origin in accordance with EU preference agreements, the CO shall provide us with the relevant preference certificates, such as a declaration of origin or movement certificate. Otherwise, the CO shall state in the documentation about the non-preferential origin of the goods delivered.
- 4.5. If goods originating from bilateral or multilateral preferential agreements are supplied or if unilateral conditions of origin of the Generalised System of Preferences for Beneficiary Countries (GSP) are to be fulfilled, CO shall comply with them.
- 4.6. For domestic deliveries the CO shall take back transport packaging, repackaging and sales packaging at the Place of Receipt free of charge.
- 4.7. The CO shall also comply with the aforementioned provisions of this regulation item 4 should in case further contractual obligations are agreed upon, e.g. installation or assembly.

5. Ownership, commercial property rights, copyright, confidentiality

- 5.1. Drawings, samples, formulations and other documents and provisions which we provide to the CO for the execution of orders shall remain our property or the property of the owner(s) of the protected IP rights (intellectual property rights). They may only be used for the fulfilment of the respective contract and shall be returned to us at any time upon request.
- 5.2. The CO is obliged not to violate the copyrights and other industrial property rights to which we or third parties have the rights of use or exploitation. If it uses third parties to fulfil the contract, it shall ensure that they comply with these regulations.
- 5.3. The CO may not use or exploit information from documents designed by us or from drawings, models and other supplies, neither for its own purposes or those of third parties. It may neither offer them to third parties nor deliver them to third parties without our prior written consent.
- 5.4. The CO shall be obliged to maintain secrecy with regard to information on internal company matters, irrespective of whether such information is provided orally or in any other form, on customers, recipes, commercial and technical content, which it acquires in the course of its contractual cooperation with us, whether directly or indirectly on the occasion of the performance of deliveries or services owed. It may not make them available to third parties in any form, unless it is obliged to do so by law or on the basis of official or judicial disclosure orders. The information ("Confidential Information") may only be disclosed to subcontractors or certain persons involved in the performance of the contract to the extent that its disclosure is indispensable for the contractual performance of the Contractor. The Contractor shall oblige its employees or subcontractors to maintain confidentiality. The obligation to maintain confidentiality shall apply for a period of 5 years after termination of the contractual cooperation. Excluded from the confidentiality obligation is confidential information which was provable known to the Contractor at the time of receipt by us, of which it has otherwise gained knowledge through authorized persons or which is obvious or has been made generally accessible by us or authorized persons.

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6. Deadlines, dates

- 6.1. Receipt of the complete faultless delivery and/or service in the quantity owed, together with the documentation and other documents due, at the place of receipt is decisive for the observance of the delivery deadline or the successfully completed acceptance declared by us should such have been agreed upon or provided for by law. Test certificates or attestations shall be enclosed with the delivery.
- 6.2. Plans, calculations or other documents for which CO needs our approval shall be handed over to us at such an early stage that sufficient time for the approval remains and that compliance with the contractual deadlines and dates is not jeopardized, even if this has not been expressly agreed.
- 6.3. As soon as the CO realises that it cannot meet agreed deadlines and dates in whole or in part, it shall inform us immediately, stating the reasons and the expected duration of the delay. Any acceptance of a delayed delivery or service without reservations, whether in full or only in part do not affect our contractual and statutory rights and claims arising from this default.

7. Contractual penalty for delay

Should a contractual penalty have been agreed upon and incurred for the delay of deliveries or services caused by the CO, we may claim this until the invoice for the delayed deliveries or services has been paid, without having to reserve the right to do so upon receipt or acceptance.

8. Partial, excess or short deliveries, amendment of deliveries or services

- 8.1. Partial deliveries or partial services require our prior written consent. The pure acceptance of such partial deliveries or services without having expressly agreed to, shall not constitute any premature maturity of payment obligations or any consent to additional transport costs which may occur
- 8.2. We reserve the right to accept excess or short deliveries in individual cases. Should excess deliveries be made without prior written consent, we shall be entitled to reject delivery, store it at the risk and expense of the CO or return it to the CO at the risk and expense of it.
- 8.3. Any changes made by the CO to the deliveries or services to be provided after conclusion of the contract, in particular also to individual specified substances, materials and their composition, shall require our prior written consent.

9. Risk assumption, acceptance or receipt, quality assurance system

- 9.1. The CO bears the risk of accidental loss or deterioration until the arrival of the delivery at the Place of Receipt. Should acceptance be statutory or agreed upon, the CO shall bear the risk until we have declared acceptance or a statutory fictitious acceptance has occurred.
- 9.2. Moreover, we are only obliged to accept deliveries if these meet the agreed and expected quality features.
- 9.3. The Contractor is obliged to operate an effective quality assurance system. It shall maintain this during the execution of contracts with us and for this purpose shall continue a quality assurance system in accordance with DIN ISO 9000 ff. or an equivalent one.

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10. Invoice, payment

- 10.1. Invoices shall be submitted separately for each order as a single copy and stating the order data. Same shall apply for performance related services after complete faultless delivery, completion of the services or after their acceptance. Invoices shall be verifiable, state the order number and comply with the applicable legal requirements for invoices under VAT law.
- 10.2. Unless otherwise agreed in writing, duly submitted verifiable invoices shall be paid within 14 days with 3 % discount or within 30 days net. The deadline begins with receipt of the invoice, but not before complete faultless performance of contract and/or acceptance should such be provided for by law or contractually agreed. Partial payments shall be made only if agreed in writing.
- 10.3. Payments shall not constitute acknowledgment of the delivery or service as being in accordance with the contract, nor shall they constitute a waiver of claims for repayment in the event of overpayments, irrespective of the legal grounds.

11. Notice of defects, rights in the case of defects, limitation period

- 11.1. Insofar as the statutory duty to examine and give notice of defects applies, our obligation is limited to the inspection of the goods for quantity and identity, externally visible transport or packaging damage and random checks of the goods for their essential characteristics, insofar as this is reasonable. Obvious defects which are visible, shall notified to the CO immediately, at the latest within 5 days after delivery, other defects immediately after their discovery. In cases of doubt about quantities, weights and dimensions, the values determined at the Place of Receipt shall be decisive.
- 11.2. The CO shall owe faultless deliveries and services. They must have the agreed quality features, the guaranteed values and properties and fulfil the designated use. If such parameters are not agreed in detail then the usually expected quality characteristics must be fulfilled. The CO shall also be responsible for ensuring that deliveries and services correspond to the current state of the art and the accepted rules of technology and that qualified personnel are employed for services by it. Deliveries shall be equipped with the prescribed safety devices. Safety rules shall be observed by the CO. Relevant regulations concerning environmental protection, hazardous materials, dangerous goods and accident prevention shall be complied with as well as requirements for occupational safety. The provisions of the Geräte- und Produktsicherheitsgesetzes [German equipment and product safety act] shall be taken into account. The CO shall comply with any special safety and hygiene regulations that have been brought to its attention and are applicable at the place of performance.
- 11.3. Deliveries and services which are subject to the Lebensmittel-, Bedarfsgegenstände- und Futtermittelgesetzbuch (LFGB) [German foods, consumer goods and feedstuffs code] or which come into contact with such products shall fulfill the stipulated requirements. Inasmuch as the EU "REACH Regulation" applies to the delivery or components of the delivery, the respective substances shall be pre-registered, registered or authorized and other requirements from this, e.g. the submission of a safety data sheet, shall be fulfilled.
- 11.4. The approval of submitted drawings, samples and other records (e.g. documents, functional specification documents) on our part shall not affect the responsibility of the CO for the proper, complete and faultless implementation of the contract.

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- 11.5. In the event of defects and guarantee claims, we shall be entitled to the statutory rights of defects. Should acceptance be contractually agreed upon or statutory, we may refuse to declare acceptance and withhold a partial payment linked to it if the service has not been rendered in full or is defective. This shall also apply should an acceptance date have been agreed upon or the CO has set us a deadline for acceptance.
- 11.6. Guarantee claims which exceed the statutory rights remain valid in any case. The limitation period for claims for defects is 36 months and this shall commence upon delivery and/or performance or acceptance should such be statutory or agreed upon. Longer statutory limitation periods for the limitation of claims for defects shall remain unaffected by this.
- 11.7. Should a defect appear within the period of limitation, we are entitled, at our own discretion, to either demand supplementary performance in the form of repair, subsequent delivery or new production within a reasonable period of time. The place of supplementary performance is the place of receipt or the place of acceptance. The CO shall bear all expenses incurred by it in connection with the determination and elimination of defects, including those incurred on our premises, in particular inspection costs, dismantling and reinstallation costs, labour and material costs as well as transport and other costs of supplementary performance in the event of defective parts being replaced. The Contractor shall take back replaced items at its own expense.
- 11.8. Should we have installed or attached a part to another part or equipment before the defect became apparent, the CO shall reimburse the necessary expenses incurred by removing the defective part and the costs for installing the repaired part or a newly delivered part.
- 11.9. In urgent cases, or if the CO is unavailable or if there is a risk of disproportionately high damage for us, we shall be entitled to remedy the defect at the expense and risk of the CO or to have it remedied by third parties. We shall inform the CO of such measures without delay.
- 11.10. Should the CO fail to remedy the defect within a time limit set for it or should the subsequent performance fail, we may withdraw from the contract in accordance with the statutory provisions and claim damages or damages instead of performance, reimbursement of expenses incurred in vain or reduction of the purchase price.
- 11.11. In all other cases we are entitled to all legal rights and claims.

12. Granting of rights of use, violation of third party property rights

The CO shall ensure that we obtain the rights of use required for the contractual purposes without any restriction and that the deliveries and/or services do not infringe any copyrights, patents or other property rights of third parties should its deliveries and/or services be used accordingly or sold. It shall grant us a right of use to all work results, unrestricted in terms of space, content and time, for the contractually agreed purposes and shall ensure that, even if subcontractors are involved, a contractual use or exploitation by us is ensured by granting/assigning corresponding rights. The agreed contract price shall cover the transfer of use or exploitation. The CO indemnifies us from all claims which are legitimately made against us in the event of contractual use due to infringement of an industrial property right and assumes the costs of safeguarding the rights should these claims be based on a culpable breach of duty on its part. We will inform it immediately in the event of a claim.

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13. Non-contractual product liability, insurance

- 13.1. The CO shall indemnify us against all claims arising from product liability should these be attributable to a defect in the delivery and/or service provided by it. This also includes its liability for damages incurred by us as a result of precautionary measures, e.g. public warnings or recalls, which are appropriate in nature and scope and are legally necessary. This shall not affect our right to claim our own damages against the CO.
- 13.2. The CO undertakes to insure corresponding risks to an appropriate amount at its expense, and to maintain insurance cover for a reasonable period. This does also include recall costs which are the result of officially ordered or legally required recalls. CO has to prove insurance coverage by presenting its insurance confirmation on our request.

14. Data protection

- 14.1. The CO is obliged to observe the respective applicable provisions of the EU GDPR and the German data protection law as well as to guarantee and monitor their compliance. Should the transfer of personal data to third parties be necessary for the fulfilment of the contract, the CO shall obligate them to comply with the data protection regulations and to treat the data provided confidentially.
- 14.2. If the CO is processing personal data within the meaning of Art. 4 (1) EU GDPR, it shall only do so within the scope of the contract and the instructions from us as well as on the basis of a corresponding written agreement which is in line with the requirements of Art. 28 EU GDPR. The CO shall indicate and oblige its employees involved in the performance of the contract to adhere to the applicable data protection regulations.
- 14.3. We are entitled to collect, process and use all data provided to us by the CO, taking into account the applicable data protection regulations according to EU GDPR and the German data protection law also as far as it concerns personal data. The data protection information on the processing of personal data specified in the contract applies. Should the CO transmit personal data to us for the purpose of fulfilling the contract, it undertakes to inform the persons concerned in accordance with the applicable data protection regulations.
- 14.4. For the purpose of procurement, information about the CO shall be passed on to companies affiliated with us within the meaning of Sections 15 et seqq. of the German Stock Corporation Act (AktG). The CO may object to the disclosure of information or its use after termination of the contract at any time in the future. Statutory retention periods and obligations remain unaffected.

15. References/Advertising

The CO shall not be entitled to use information about an intended or existing contractual cooperation with it for reference or marketing purposes without our written consent. Taking photos on our properties and premises and the use and/or the publication of information about our company is also prohibited.

16. Passing on of orders, assignment, retention of title

- 16.1. The CO may transfer the execution of orders or essential parts thereof to third parties only after our prior written consent.
- 16.2. The CO may only assign its claim against us to third parties or have it collected by third parties with our prior written consent, unless such claims are legally determined or undisputed.

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16.3. Ownership of deliveries shall pass to us in accordance with the statutory provisions. The agreement of a simple reservation of title must also be agreed with us. Should it nevertheless occur that subcontractors assert property rights, co-ownership rights or liens against us or have enforcement measures carried out, then CO must indemnify us from these damages.

17. Statutory minimum wage (MiLoG), Arbeitnehmerentsendegesetz [German posted workers act] (AEntG), prohibition of illegal employment

17.1. The CO is obligated to ensure that its employees or its subcontractors for the execution of contracts concluded with us receive the statutory minimum wage. Should the services to be rendered fall within the scope of the application area of a European posting of workers directive and/or the AEntG, in particular in the case of assignments to or from abroad, the CO shall ensure that the respective prescribed working conditions depending on the duration of their assignment are applied. It shall also comply with other collective labour agreement regulations as well as statutory obligations to pay contributions to social insurance carriers, employer's liability insurance associations and other institutions and, in the case of subcontractors, ensure that the current requirements are met by them by providing evidence on our request.

17.2. Should justified claims be asserted against us on account of non-compliance with the obligations of the CO pursuant to Item 17.1, the CO shall indemnify us from these claims or compensate us for the damage resulting therefrom.

17.3. The CO shall refrain from illegal employment or the commission of illegal employment of any kind.

18. Code of conduct for suppliers

We pay attention to internationally recognised environmental, labour and social standards.

We have described and regulated these in the Code of Conduct, to be downloaded at:

http://service.suedzuckergroup.com/ZAE/SCoC/Supplier_Code_of_Conduct_EN.pdf

We also expect the CO to acknowledge and take this Code of Conduct into account and to enforce this or a corresponding content in its supply chain.

19. Place of performance, applicable law, jurisdiction

19.1. The place of performance for all obligations of the CO shall be the place of receipt or the place of acceptance should such be agreed or provided for by law.

19.2. German law shall apply. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (UN Sales Convention; CISG) is excluded.

19.3. The place of jurisdiction is Mannheim, Germany. We are also entitled, at our discretion, to bring an action against the CO at its general place of jurisdiction.