

**General Purchasing Conditions**

All deliveries, services and quotations provided by our suppliers (hereinafter referred to as "**Supplier**") shall be provided exclusively on the basis of these General Purchasing Conditions of Kaesler Nutrition GmbH (hereinafter referred to as "**GPC**"). The GPC are an integral part of all contracts concluded by Kaesler Nutrition GmbH (hereinafter referred to as "**Kaesler**") with our Supplier regarding the deliveries and services offered and/or provided by it, also in connection with present or future business relationships, even where their application is not expressly agreed again. Any deviating agreements, in particular conflicting terms and conditions of business of our Supplier or any third party as well as collateral agreements, shall in each particular case require our express written consent to become a valid part of any contract. They shall not apply even if we do not expressly object to their application in a particular case. Where we make reference to a letter containing or referencing the terms and conditions of business of our Supplier or any third party, this shall not mean that we consent to the application of such terms and conditions of business. The Supplier acknowledges sole application of these Purchasing Conditions at the latest upon delivery of the goods ordered or provision of the service ordered. These GPC do not apply in relation to consumers.

**1. Quotations, orders, conclusion of contracts**

1.1 The Supplier shall submit quotations to Kaesler free of charge. In any quote, the Supplier shall stick to the quantities, quality and designs specified in the Kaesler request for quotation and make express written reference to any deviation therefrom. This shall apply by analogy to any order acknowledgement by the Supplier.

1.2 Kaesler orders shall bind Kaesler only if made in writing by Kaesler (fax, letter, E-Mail) or confirmed in writing by Kaesler. The same shall apply to any alteration of or supplement to an order.

1.3 The Supplier shall accept in writing any order within ten [10] days stating price, quantities and time for delivery or service provision. Where we do not receive the Supplier's acceptance within ten [10] days, we shall be entitled to cancel the order.

**2. Prices**

2.1 Prices offered by the Supplier and/or agreed with us shall be fixed prices excluding the statutory value-added tax as amended from time to time. If the national tax policy changes, the applicable tax rate will be adjusted according to the latest national tax policy, and the price including tax will be adjusted accordingly.

2.2 The prices agreed shall be the entire remuneration for all deliveries and/or services ordered from the Supplier (including any necessary certificates, drawings, assessments etc. as well as the translations into German and/or English requested by Kaesler) and all ancillary costs. Unless otherwise agreed in writing between the Supplier and Kaesler, the prices agreed shall be for CIF sea or CIP air as per the Incoterms as amended from time to time.

2.3 Notwithstanding the aforesaid, when the prices cannot be fixed or if the prices fluctuated dramatically, both Kaesler and Supplier agree to renegotiate the prices based on prevailing market conditions and price adjustment mechanism agreed by both Parties.

2.4 Kaesler shall be obligated to pay for any delivery and/or service not included in a contract only if Kaesler orders them by means of a written order to the Supplier prior to provision of the delivery or service.

2.5 The values determined by Kaesler upon receiving inspection shall be relevant in the case of settlement based on number of pieces, dimensions and weights.

**3. Time limits and deadlines**

3.1 The time limits and deadlines for a delivery/service specified in the order shall be binding. The time relevant to adherence to any time limit or deadline shall be the time at which we receive the goods or accept the service.

3.2 The Supplier shall be obligated to forthwith notify Kaesler in writing if it realizes that the agreed delivery time or deadline cannot be met or there might be a problem with adherence. Such notification shall include the reason and the expected duration of the delay. Where any time limit or deadline is not met, the statutory provisions shall apply. The Supplier shall use its best endeavours to remedy the delay of delivery and to mitigate the effects of the delay. In particular, Kaesler shall be entitled to claim damages instead of performance if delivery is not made or a service is not provided within a reasonable grace period granted by Kaesler.

3.3 If the Supplier fails to mitigate the effects of that delay, at any rate, any partial delivery or service provided shall not be deemed to be independent performance and acceptance of a delayed delivery or service without reservation by Kaesler shall not be interpreted as a waiver by Kaesler of any claim to which Kaesler may be entitled due to the delay. This shall apply until final payment of the remuneration for the delivery or service concerned. Any further claims for damages shall not be affected by this.

**4. Quality**

The Supplier's deliveries shall in all respects comply with the order and the specifications and/or the samples provided or specified by Kaesler and with all applicable regulations and standards. The aforementioned regulations and standards include relevant laws, regulations and standards of the countries where both parties are located, the European Union and the 3<sup>rd</sup> countries notified by Kaesler, and when the standards are inconsistent, the strictest standard shall prevail.

**5. Delivery, passing of risk and insurance**

5.1 The place of fulfilment shall be the place of use specified by Kaesler. Unless otherwise agreed, the risk of accidental loss or accidental deterioration of the goods shall pass to Kaesler upon acceptance and unloading of the delivery at the place of fulfilment. Unless otherwise agreed in writing, Kaesler shall be obligated to take delivery only at the usual business hours. The goods shall be delivered "free domicile" to the place of use specified by Kaesler.

5.2 The Supplier shall at its own expense insure all goods to be delivered against accidental loss (in particular fire and theft) and accidental deterioration at their replacement value for the time until they are handed over to Kaesler.

5.3 Partial delivery and partial performance are as a rule inadmissible, unless where expressly accepted by Kaesler in writing or acceptable to Kaesler. Where Kaesler has accepted partial delivery or partial performance, the contract shall be interpreted as an individual contract for each individual partial delivery or partial performance. Nevertheless, non-provision of any partial delivery or partial service shall entitle Kaesler at its discretion to rescind the entire contract. If any partial delivery or partial performance is unacceptable to Kaesler or not agreed upon, Kaesler shall be entitled to reject such partial delivery or partial performance. If any partial delivery or partial performance is rejected, Kaesler shall not be obligated to pay for it. The Supplier shall bear the risk of such partial delivery or partial service and take them back at its own expense and risk. The same shall apply to any excess or short delivery and any additional or reduced service.

5.4 Event of Force Majeure shall mean acts of natural disasters, war, insurrection, conflagration, floods, strikes, riots, conflicts with laws, government rules, regulations or any other circumstances beyond the reasonable control of any Party.

If any Party is prevented from performing any of its obligations due to an Event of Force Majeure, the time for performance of the obligations under the contract specifically prevented from performance by such Event of Force Majeure shall be extended by a period equal to the period of delay caused by such Event of Force Majeure. A Party claiming inability to perform due to an Event of Force Majeure shall take appropriate means to minimize or remove the effects of the Event of Force Majeure and, within the shortest possible time, attempt to resume performance of the obligation(s) affected by the Event of Force Majeure. If an Event of Force Majeure occurs, no Party shall be responsible for any damage, increased costs or loss which the other Parties may sustain by reason of such a failure or delay of performance, and such failure or delay shall not be deemed a breach of the contract. All other obligations under the contract and the time for performance thereof shall remain unaffected.

The affected Party shall immediately notify the other Party of the occurrence of any Event of Force Majeure and shall provide available evidence thereof. Should the delay caused by any Event of Force Majeure continue for more than ninety (90) consecutive days, both Parties shall settle the issue of further performance of the contract through friendly negotiations.

During the period an Event of Force Majeure, both Parties shall in all other respects continue their implementation of the contract.

5.5 Where Kaesler and the Supplier have agreed that delivery shall not be made to Kaesler but to a third party, the Supplier shall prove to Kaesler delivery to the third party by submitting an acknowledgement of receipt issued by the third party.

5.6 Where the Supplier requests that Kaesler return packaging material, the Supplier shall state this expressly on the delivery note. Packaging material shall be returned at the Supplier's expense and risk.

**6. Provisions by the client, documents and prevention of accidents**

6.1 The Supplier shall in due time request any documents or materials etc. to be provided by Kaesler to execute the order or perform the contract.

6.2 The Supplier shall be liable for any loss of or damage to materials etc. provided to it by Kaesler. The Supplier shall forthwith notify Kaesler in writing and stop processing if any materials provided by Kaesler are lost, damaged or have defects.

6.3 Materials provided by Kaesler shall be processed on our behalf and remain the property of Kaesler at each processing stage. Where materials provided by Kaesler are combined with other goods not owned by Kaesler, Kaesler shall have co-ownership of the newly created goods in the proportion of the value of Kaesler's provision to the value of all the goods used in production and the Supplier's expenditure for their processing. In this respect, the Supplier shall keep the goods on behalf of and free of charge to Kaesler. This shall apply by analogy where due to combination or mixing we are no longer the owner of the goods or materials provided by us.

6.4 Kaesler reserves any and all rights to property and designs and copyrights as well as other intellectual property rights to images, drawings, calculations, samples, models, dies, apparatus and other documents, whether they are physical or electronic documents, and to objects delivered by Kaesler or not delivered by Kaesler but used by the Supplier specifically to deliver goods or provide a service. They shall not be disclosed or made accessible to any third party without the prior written consent of Kaesler. They shall be used exclusively for the purpose specified in the order and the Supplier shall keep them safe and at its own risk until they have to be returned to Kaesler without delay together with any copies made by the Supplier when the order is finished. In this respect, the Supplier shall not have any right of retention or right to withhold performance.

**7. Invoices and payment**

7.1 Invoiced amounts shall be paid within the time limits specified in the order. Payments shall be made subject to verification of the invoice.

7.2 For each order, a proper invoice stating the order date and order number shall be sent to Kaesler separate from the goods. The invoice shall separately state the applicable statutory value-added tax.

**8. Set-off and retention**

8.1 The Supplier shall be entitled to validly set off any counterclaim with claims due to Kaesler only if and to the extent to which the counterclaim is undisputed or determined without further legal recourse.

8.2 The Supplier shall not be entitled to retain goods or services on the grounds of any counterclaim which the Supplier may have against Kaesler from earlier business transactions or other transactions in connection with a current business relationship with Kaesler.

8.3 Kaesler shall be entitled to rights of set-off and retention as provided for by statutory regulations.

**9. Defects**

9.1 Goods shall be accepted subject to an examination for freedom from defects, in particular for correctness and completeness, to be carried out to the extent to which and as soon as this is feasible in the ordinary

