

## General Commercial Terms and Conditions of Stangl Gemüse GmbH & Co.KG

### 1. Scope of application

1.1 The terms and conditions here in shall apply to all agreements for supply of goods by Stangl Gemüse GmbH & Co. KG to entities pursuant to § 14 BGB (the German Civil Code), legal persons or public law special funds (here in after referred to as the "Clients"). Raising no objections to these terms and conditions shall be deemed as acceptance thereof. Any commercial terms and conditions of the Client shall not apply, unless they were explicitly accepted by us in writing. These terms and conditions shall also apply to all future business relations, even if they are not expressly reconfirmed. For each agreement, the current General Terms and Conditions valid on the date of signing the agreement shall be applicable.

1.2. All arrangements that have been concluded between us and our Clients are only effective if they have been made in writing. This shall appropriately apply in the case of deviations from these commercial terms and conditions.

### 2. Offer and Conclusion of agreement

2.1. Our offers are not binding. Agreements come into effect through our confirmation of the order in writing or by completing the order. The same applies to amendments, supplements or additional agreements.

2.2. Client's orders (placed verbally, by telephone or by email) shall be binding pursuant to § 145 BGB (German Civil Code) and can be accepted by us within 14 days. Delivery completed within this period is tantamount to its acceptance.

2.3. The Client agrees that correspondence (including confirmation of the order) shall be carried out by e-mail. The Client is aware of the risks involved and in case of any doubts shall make sure by phone whether the e-mail actually comes from us or has been sent to the recipient.

### 3. Pricing and Payment Terms

3.1. Unless otherwise agreed, the prices provided in the order confirmation are ex-works prices including standard loading. Packaging costs (such as pallets/ crates/ big bags) and transport costs shall be included in the invoices separately.

3.2. We provide net prices. The prices do not include VAT tax, which will be every time shown and specified in the invoice in the applicable amount.

3.3. The Buyer will incur any possibly resulting promotional fee, which is not included in the purchase price.

3.4. If, in the period between the order and delivery, the prices at our suppliers, remuneration or market purchase prices increased by side costs in any case increase by more than 5%, then we will have the right to increase the agreed prices in the future. The above provision will not apply if the delivery is made within four months after the Client's order.

3.5. We are entitled to issue an invoice for the goods from the moment of the notification on the completion of the order. The Client should check the invoice and make any reservations within five working days. After this date, the invoice is considered approved.

3.6. Unless otherwise agreed in writing, then upon receipt of the invoice, the gross amount included therein shall be payable without any deductions. Payment must be made within fourteen calendar days from the date of the invoice.

3.7. If the Client fails to make payments within this period, then, in accordance with 286 (2) No. 3 of the BGB (German Civil Code), without the need to issue a warning, they become in arrears with payment.

3.8. In case the Client is late with payment, interest for late payment shall be charged in the amount to 9 percentage points from the current annual interest rate and a flat-rate cost of € 40.00.

3.9. In spite of contrary provisions of the Buyer, we are entitled to count payments first on its oldest debt. If costs and interest have already arisen, we are entitled to offset the payment

first against the costs, then against the interest and finally against the principal claim.

3.10. A payment is deemed to be made only when we can dispose of the amount. Bills of exchange and checks are always accepted only on account of fulfilment of the obligations and not on account of payment. In the case of return of a bill of exchange or a check the payment shall be enforceable in accordance with the contract if the bill of exchange or check has irrevocably been credited to us.

3.11. No deductions or withholding of payments against our claims are permitted, unless these are undisputed or legally established deductions or withholdings. The Client is not entitled to assign claims arising from the contractual provisions to third parties, without our prior consent in writing.

3.12. We are fully entitled to the statutory set-off and retention rights. We are entitled to assign all claims arising from the purchase agreement without the Client's consent.

### 4. Delivery time

4.1. The Client will be informed about the delivery times that apply to us in the order confirmation. In cases where the Client does not receive such a confirmation or is not informed about the delivery date, the agreed delivery date shall be four weeks from the date of comprising the agreement. If the goods were manufactured at the Client's request or ordered for the upcoming or ongoing harvest season, the end of the production season of each product during which or before which the order was placed shall be regarded as a delivery period, at the latest by the end of November, but not before expiry of four weeks from the date of conclusion of the agreement.

4.2. The delivery time is considered to be met along with sending information about the completion of the order, information on readiness for shipment or shipment of the goods. The message by e-mail is sufficient.

4.3. We are entitled to partial deliveries and partial services at any time.

### 5. Transfer of risk

5.1. The risk of accidental loss or deterioration of the sent item at the time of collection is transferred to the Client. If we take over the delivery at the Client's request, the risk is transferred from the beginning of reloading to a particular transport or transfer to the carrier. A refusal of acceptance does not release the Client from liabilities.

5.2. If the shipment or acceptance is delayed or omitted due to circumstances for which we are not responsible, the risk shall be transferred to the Client as soon as we have notified them of readiness for shipment/ completion of the order.

5.3. If the shipment of the deliveries is delayed by more than two weeks after the agreed delivery date upon completion notification or if no delivery date has been agreed for reasons not attributable to us, we shall be entitled to charge a storage fee of 20.00 € net plus VAT per pallet per month for each month (possibly pro rata temporis). We are allowed to provide a Client with a prove that no loss has been incurred or the incurred damage was much lower. The Client is allowed to provide us with a prove that the incurred damage was much higher.

### 6. Delivery provision

We preserve the right of non-timely delivery to the Client. In such a case we will immediately notify the Client about unavailability of the contracted goods and in case of order withdrawal we will reimburse any consideration without undue delay.

### 7. Guarantee

7.1. Our liability covers lack of defects in our products corresponding to the actual technical conditions. Our liability excludes the following situations:

- slight deviations from the agreed quality or slight deterioration of suitability,
- improper storage or misuse by the customer or third parties,
- natural wear or natural change of goods,
- materials used effect the quality, as long as they had been sent by the Client and
- insofar as the defect is based on the Client's production specifications.

7.2 Our customer, immediately after receiving

the delivery, is obliged to check the goods for defects and other deviations in terms of quality and quantity. Visible defects should be reported to us in writing immediately after receipt of the product or, if the defect appears later, immediately after detection thereof. Failure to do so shall be regarded as acceptance of goods.

7.3. If defects occur, the treatment and processing must be stopped immediately. Any claims on defected products shall be regarded as invalid if the Client does not make it possible for us to see the product in question or does not make the defected products available on our demand.

7.4. If, despite all due care, the goods have a defect that was already present at the time of the transfer of risk, we will, at our discretion, remedy or deliver replacement goods. We are always given sufficient opportunity to remedy within a reasonable time, otherwise we are exempt from liability for the consequences thereof.

7.5. Only in urgent cases, for example to ensure operational safety or to prevent disproportionately large damages, the Client may have the defect removed by themselves or by a third party and demand compensation from us for the necessary expenses incurred. In any case, our customer has to return the exchanged products to us.

7.6. If we fail to supplement the delivery the Client may, without prejudice to any claims for damages, reduce the remuneration or withdraw from the agreement. Prior to any return of the goods, the Client must obtain our consent.

7.7. Claims for defects expire after 12 months. Insofar as the law prescribes longer periods in individual cases, these periods shall apply.

### 8. Title retention clause

8.1. We reserve the title to the goods delivered by us (hereinafter referred to as "retained goods") until complete fulfilment of all claims against the Client, arising from the business relationship, in particular with respect to any balance claims, even if payments for specifically designated claims have been made by the Client. The transfer of title to the Client takes place only after full payment of the purchase price. In the event of breach of obligations by our Client, in particular default in payment, we are entitled, even without setting a deadline, to demand the return of the retained goods and/ or to withdraw from the agreement. Our Client shall in such a case be obliged to release the delivered goods. Our request for goods release does not contain a declaration of withdrawal, unless it has been clearly declared.

8.2. If the customer mixes the retained goods with other goods that are not our property, we shall be entitled to co-ownership of the mixed goods in the ratio of the invoice value of the retained goods to the total of the invoice for the other foreign goods. Our customer shall keep this mixed goods free of charge for us.

8.3. Our Client may sell the retained goods only in the ordinary course of business at its normal terms and conditions and only as long as he is not in default. The Client is entitled and authorized to resell the retained goods only on the condition that the claim from the resale passes on to us. The Client shall not be entitled to further use of the retained goods. Claims of the Client for the further transfer of title for the retained goods are at this point already ceded to us. If the retained goods are sold by the Client together with another goods that does not constitute our property, it assumes the assignment of receivables resulting from the further transfer of ownership only in the amount of the book value of the retained goods.

8.4. The customer is entitled to collect the amount due to the sale of the retained goods. The customer is not entitled to assign the receivables. Our entitlement to collect debts remains unaffected. We undertake not to collect the amount due if our Client duly fulfils the payment obligations and is not in arrears with payment. However, if this is the case, we may demand that our Client discloses the assigned receivables and their debtors, provides all information necessary to collect the claim together with appropriate documentation and informs the debtor (third party) of the assignment.

8.5. If the value of the securities ordered for us exceeds our claims against our Clients by more than 20%, we undertake to release

securities at our discretion.

8.6. Our Client must notify us immediately on a seizure or other impairment by third parties. If the third party is actually not able to reimburse us for the judicial and extrajudicial costs of claim under § 771 ZPO (German Code of Civil Procedure), the Client shall be responsible for the resulting deficit. If retention of ownership or the lawful assignment of the goods are ineffective, then a collateral shall apply, appropriate to the retention of ownership and assignment. If the cooperation with our Client is necessary, then he should take all necessary steps to approve and receive such rights.

### 9. General responsibility

9.1. Transfer of responsibility is subject to this terms and conditions. In particular, all claims for damages are excluded for whatever legal reason, in particular those resulting from violation of obligations, delays in delivery, impossibility, tort, insofar as these are not due to a grossly negligent breach of duty by us or to an intentional or grossly negligent breach of duty by one of our legal representatives or agents or when a duty breached involved fulfilment of which is of particular importance for the achievement of the purpose of the agreement.

9.2. In commercial transactions, the liability is excluded, as far as it is not the grossly negligent violation of essential obligations by us and our agents and we can not be excluded from liability by commercial usage. Liability is limited to the typical predictable damage. The liability for slight negligence is excluded.

9.3. The exclusion of liability does not apply to damages resulting from injury to life, limb or health, which are based on a negligent breach of duty by us or a wilful or negligent breach of duty by one of our legal representatives or agents.

### 10. Right of withdrawal

10.1. If, after conclusion of the agreement, it becomes apparent on the basis of objective criteria that our claim to the consideration is jeopardized by the Client's insolvency or lack of will to perform the service, we can refuse the service in question or demand collateral.

10.2. After unsuccessful expiry of a reasonable deadline set by us for the Client, we can withdraw from the agreement.

### 11. Personal Data Protection, check of creditworthiness

11.1. Detailed information on the personal data protection can be found in our data protection statement at <https://www.stangl-gemuese.de/en/privacy/>.

11.2. The Client allows us to obtain information from banks and economic information offices about his financial condition. The Client also expresses readiness to cooperate on demand.

### 12. Place of performance and jurisdiction

12.1. The place of performing mutual benefits is Simbach. The competent court for our seat is the local court. If the Client relocates his place of business, place of residence or habitual residence outside the territory of the Federal Republic of Germany or if his location becomes unknown after the conclusion of the agreement, our registered office shall be the place of jurisdiction, insofar as legally permissible.

12.2. The legal relationship between us and the Client is subject only to the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods shall be excluded.

### 13. Final provisions

13.1. If any provision turns out to be invalid, it does not prejudice the validity of the remaining provisions. In this case, the Parties to the Agreement shall replace the invalid provision with another valid provision which, if properly considered, would ensure that the interests of both Parties would be preserved if they were unaware of the invalidity of the provisions.

13.2. Information according to § 2 para. 1 to 11 and § 4 of the German regulation on providing public services and information obligations, if there exist obligations and information pursuant to § 5 of the German Electronic Media Act, result from contracts or are available on the website: [www.stangl-gemuese.de](http://www.stangl-gemuese.de)