

General Terms and Conditions of Sale

1 Validity

- 1.1 These General Terms and Conditions of Sale apply to all sales, deliveries and other services of Lactalis Gruppe GmbH, Lactalis Deutschland GmbH, Omira GmbH, Omira BodenseeMilch GmbH, Omira Milchunion Süd GmbH, Neuburger Milchwerke GmbH und Ravensburg Milchwerke GmbH (hereinafter: "**Seller**") to their customers (hereinafter referred to as "**Buyer**"), provided that the Buyer is an entrepreneur within the meaning of § 14 BGB (German Civil Code), a legal entity under public law or a special fund under public law. They shall also apply to all future sales, deliveries and services, even if no separate reference is made to them.
- 1.2 These General Terms and Conditions of Sale shall apply exclusively. Terms and conditions deviating from, conflicting with or supplementing these General Terms and Conditions of Sale are excluded. Deviating, conflicting or supplementary terms and conditions shall only apply if and to the extent that the Seller has expressly agreed to their validity in the individual case. The reference to an order, letter, e-mail or other statements of the Buyer which contain or refer to deviating, conflicting or supplementary terms and conditions, or the unconditional performance of a service or delivery of the Seller with knowledge of such terms and conditions, shall not constitute an agreement of the Seller and in such cases the exclusive application of these General Terms and Conditions of Sale shall remain unaffected.

2 Conclusion of contract; web shop orders

- 2.1. The offers of the Seller are subject to change and non-binding unless they are expressly designated as binding by the Seller in individual cases.
- 2.2 Orders of the Buyer shall be deemed to be a binding offer of contract. Unless otherwise stated in the purchase order or the order, the Seller shall be entitled to accept this contractual offer within 10 days of receipt by means of an order confirmation or execution of the order.
- 2.3 In the event of orders of the Buyer through the web shop of Omira GmbH the following terms shall apply instead of the provisions of Clause 2.2.

The Buyer can choose products from Seller's assortment and collect them by clicking the "to the shopping basket" button. By clicking the button "order with obligation to pay" the Buyer places a binding offer to buy the products in the shopping basket. Before the Buyer places such order the Buyer can see and change the data at any time. However, the order can only be placed and submitted after Buyer has accepted these General Terms and Conditions of Sale by clicking the "I have read and accept the General Terms and Conditions of Sale" button and thereby incorporation them into his offer. Thereafter, the Seller send an automatic acknowledgement of receipt by e-mail to the Buyer which outlines the order of the Buyer.

- 2.4 The contract concluded with the Buyer's order and the Seller's acceptance (by means of an order confirmation or execution) fully reflect the agreements between the Seller and the Buyer; oral agreements between the contracting parties shall be replaced by these General Terms and Conditions of Sale unless it is expressly stated that they shall continue to be binding. Additions and amendments to the contract, including these General Terms and Conditions of Sale, must be made in writing or text form (e.g. by letter, fax or e-mail) in order to be effective.

3 Delivery

- 3.1 Unless expressly agreed otherwise, the goods shall be delivered ex Seller's facility. Unless expressly agreed otherwise, the risk shall pass to the Buyer when the goods are handed over to the forwarding agent, carrier or other third party entrusted with the transport or (in the event of collection by the Buyer) to the Buyer.
- 3.2 Unless expressly agreed otherwise, the information on delivery times is approximate. Unless expressly agreed otherwise, information on delivery times refers to the time of handover to the forwarding agent, carrier or other third party commissioned with the transport.

- 3.3 The Seller is entitled to partial delivery for justified reasons, insofar as this is reasonable for the Buyer. Each partial delivery leads to partial fulfilment of the delivery obligation.
- 3.4 Deliveries presuppose the timely and proper fulfilment of all obligations of the Buyer. The right to plead non-performance of the contract remains reserved.
- 3.5 The Buyer, the forwarding agent, carrier or other third party entrusted by it with the transport shall complete the necessary freight and transport documents at the time of the delivery (e.g. arrival and departure times, declarations of obvious damage, number of parcels or pallets delivered, vehicle temperature and temperature of the goods for temperature controlled goods).
- 3.6 In the event of default in acceptance or other culpable breach of duties to cooperate on the part of the Buyer, the Seller shall be entitled to compensation for the resulting damage, including any additional expenses. Further claims remain reserved. In this case, the risk of accidental loss or accidental deterioration of the goods shall pass to the Buyer at the time of default of acceptance or other breach of obligations to cooperate.
- 3.7 The Seller shall not be liable for the impossibility to deliver or for the delay in delivery, insofar as this was caused by an event of force majeure or other events unforeseeable at the time of the conclusion of the contract for which the Seller is not responsible. Events of force majeure and unforeseeable events within the meaning of the preceding sentence are in particular work disruptions and interruptions, impossibility or delays in the procurement of raw materials, delays in transport, strikes, lockouts, energy shortages, difficulties in obtaining official permits, official measures, pandemics or epidemics or non-delivery, incorrect delivery or late delivery by upstream suppliers for which the Seller is not responsible. If the Seller is not able to meet delivery times due to such events, it will immediately inform the Buyer. If such events are only of temporary duration, the delivery times shall be extended accordingly. If such events make it considerably more difficult or impossible for the Seller to deliver and the hindrance is not only temporary, the Seller shall be entitled to withdraw from the contract in whole or in part; in this case, any payment already made or other consideration already provided shall be refunded to the Buyer without delay.
- 3.8 The occurrence of the Seller's default in delivery shall be determined in accordance with the statutory provisions; however, a reminder by the Buyer shall be required in any case. The rights of the Buyer pursuant to Clause 11 of these General Terms and Conditions of Sale as well as the statutory rights of the Seller (e.g. in case of impossibility of performance) shall remain unaffected.

4 Prices, terms of payment, set-off and retention

- 4.1 Unless expressly agreed otherwise, prices are in euro, ex Seller's facility and include the cost of standard packaging. Unless otherwise agreed, they are to be intended net of the respective statutory value added tax and any other taxes, customs duties or other import or export charges.
- 4.2 Unless expressly agreed otherwise, the purchase price is due and payable without deductions after invoicing and delivery. However, the Seller is entitled at any time to make a delivery in whole or in part only against advance payment. The Seller must declare a corresponding reservation at the latest with conclusion of the contract.
- 4.3 In the event of default in payment, interest shall be charged on the purchase price at the statutory default interest rate applicable at the time. The Seller reserves the right to assert further damages caused by delay.
- 4.4 In the event that taxes or public charges of any kind are newly introduced or increased after the contract with the Buyer has been concluded, the Seller is authorised to add the cost increase to the agreed price accordingly.
- 4.5 In the event that, after the conclusion of the contract, the Seller has reasonable grounds to assume that the Buyer is not in a position to fulfil its obligations (e.g. if the Buyer fails to make due payments), the Seller shall be authorised, at its discretion, to deliver goods only against advance payment or appropriate security. The legal claims of the Seller remain unaffected.

4.6 Offsetting with counterclaims of the Buyer or the retention of payments due to such claims is only permissible insofar as the counterclaims are undisputed or have been legally established.

5 Retention of title

5.1 Until all present and future claims arising from the purchase contract and the current business relationship (secured claims) have been fulfilled, the delivered goods remain the property of the Seller (goods subject to retention of title).

5.2 The Buyer is obliged to keep the goods subject to retention of title for the duration of the retention of title with the diligence of a prudent businessman. The Buyer shall insure the goods subject to retention of title adequately against fire, water and theft damage at replacement value at its own expense and shall provide the Seller with the corresponding proof of insurance upon the Seller's request and to assign the claims arising from the insurance contract to the Seller.

5.3 Until revoked in accordance with Clause 5.6, the Buyer is entitled to resell the goods subject to retention of title in the ordinary course of business.

5.4 Until revoked in accordance with Clause 5.6, the Buyer shall be entitled to process the goods subject to retention of title in the ordinary course of business. The retention of title shall extend to the products resulting from the processing, mixing or combining of the goods subject to retention of title at their full value, whereby the Seller shall be deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, the Seller shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. The regulations for the goods subject to retention of title shall apply accordingly to the resulting products.

5.5 The Buyer hereby assigns to the Seller by way of security all claims against third parties arising from the resale of the goods subject to retention of title or the products arising in accordance with Clause 5.4 in total or in the amount of the co-ownership share in accordance with Clause 5.4. The Seller accepts the assignment. The Buyer shall remain authorised to collect the claims assigned as security until revoked in accordance with Clause 5.6. In the event of revocation in accordance with Clause 5.6, the Buyer shall notify the Seller of the assigned claims and their debtors, provide all information required for collection, hand over the relevant documents and notify the debtors of the assignment.

5.6 The Seller may revoke the authorisation to resell the goods subject to retention of title in accordance with Clause 5.3, to process, mix or combine them in accordance with Clause 5.4 and to collect the claims assigned as security in accordance with Clause 5.5 in the following cases: if the Seller asserts the retention of title by exercising its rights under Clause 5.9, if the Buyer is threatened with insolvency, if the Buyer fails to meet its payment obligations arising from the business relationship at the due date, if an application has been made to open insolvency proceedings against the assets of the Buyer or if the opening of such proceedings has been rejected for lack of assets.

5.7 If the realisable value of the securities exceeds the secured claims by more than 10%, the Seller shall release securities of its choice at the Buyer's request.

5.8 The goods subject to retention of title and the claims assigned as security in accordance with Clause 5.5 may not be pledged to third parties or assigned as security before the secured claims have been paid in full. The Buyer undertakes to notify the Seller without delay of any compulsory enforcement measures (or measures corresponding thereto) by third parties in respect of the goods subject to retention of title and/or the assigned claims and to make available all related documents (in particular the compulsory enforcement documents). In addition, the Buyer shall provide the Seller with an affidavit in which the Buyer declares that the goods subject to enforcement are the Seller's goods subject to retention of title. The costs of the Seller's measures to avert enforcement shall be borne by the Buyer unless they shall be borne by third parties.

5.9 In the event of any breach of contract by the Buyer, the Seller shall be entitled to withdraw from the contract in accordance with the statutory provisions and to demand the return of the goods subject to retention of title based on this latter basis. If the Buyer does not pay the purchase price due, the Seller may only assert

these rights if it has previously set the Buyer a reasonable deadline for payment without success or if such a deadline is not mandatory according to the statutory provisions.

6 Returnable packaging

Insofar as the contracting parties have agreed on the use of returnable packaging and no deviating provisions have been agreed, such packaging shall be returned to the delivering warehouse of the Seller within 10 work days in its original and cleaned condition at the expense of the Buyer. In the case of return deliveries, the customer, invoice and batch numbers of the container must be stated.

7 Use of the goods; Buyer's general responsibilities

- 7.1 Insofar as it is not expressly agreed otherwise, it is the Buyer's sole responsibility to check whether the goods are materially and legally suitable for the use in food, cosmetic and pharmaceutical products and whether the products comply with the relevant statutory regulations.
- 7.2 The Buyer shall comply with all national and EU food law provisions. Inter alia, this includes Reg. (EC) 178/2002, all food hygiene regulations and Reg. (EU) 1169/2011. Beyond that, the Buyer shall take appropriate action to prevent any kind of contamination of or negative impact on the foodstuff as well as contamination or damage of the consumer packaging. Goods or products which are not in full compliance with food law or are contaminated or damaged, shall not be offered to the final consumer.
- 7.3 It is the sole responsibility of the Buyer to perform the quality controls necessary for his company and to ensure appropriate transportation and storage conditions as well as the traceability of the products.
- 7.4 The Buyer undertakes to inform the Seller immediately upon knowledge about consumer complaints, negative test results, abnormalities in sampling or complaints of food surveillance authorities. The Buyer supports the Seller if the latter initiates an investigation with regard to product quality or safety.

8 Recall and crisis management

- 8.1 Should the Buyer become aware of any circumstances which make an assessment necessary if a product withdrawal, a recall or a public warning is required, he shall inform the Seller in detail about these circumstances without delay. All relevant documents contact details and other information shall be forwarded to the Seller without delay and further request. Furthermore, a single contact person with the necessary authority shall be appointed at the Buyer.
- 8.2 The Seller decides if a product withdrawal, a recall or a public warning is carried out. He cooperates with the Buyer.
- 8.3 If the Buyer considers a withdrawal, recall or public warning of products processed by him, he reconciles with the Seller. Any communication to third parties shall require prior written consent of the Seller.
- 8.4 In case of a withdrawal, recall or public warning, the Seller does only compensate the Buyer for costs / damages which the Seller has agreed in writing to or which have been caused by him and led to withdrawal / recall due to negligent or intentional acts. The compensation is limited to compulsory and assignable costs / damages.
- 8.5 In all cases regulated in this Clause as well as any other crisis which could negatively affect trademarks or image of the Seller or any company affiliated with the Seller pursuant to sections 15 ff. German Stock Corporation Act, the Buyer shall not provide any third party with information without prior written consent of the Seller. Exempted from this rule are binding orders of authorities.

9 Specifications; Quality variations

- 9.1 The Seller reserves the right to make any change in the specification of the goods that is necessary in order for them to conform with any applicable laws. The Seller shall promptly inform the Buyer in writing of any such change that it proposes to make.

- 9.2 Unless expressly agreed otherwise, quality variations in the nature of the goods, in particular odour, taste, colour or consistency variations in the nature of the goods, shall not constitute a defect and shall not give rise to any warranty claims on the part of the Buyer.

10 Warranty

- 10.1 The warranty period is one year from delivery or, if acceptance is required, from acceptance.
- 10.2 The goods must be inspected by the Buyer immediately after delivery to the Buyer. The goods shall be deemed to have been approved by the Buyer with regard to obvious defects or other defects which would have been recognisable during an inspection if the Seller does not receive a written notification of defects immediately, after delivery. With regard to other defects which are not recognisable during the inspection, the goods shall be deemed to have been approved by the Buyer if the Seller does not receive written notification of the defect immediately after the discovery of the defect. If the Buyer fails to properly inspect the goods and/or give notice of defects, the Seller's liability for the defect not reported or not reported in time or not reported properly shall be excluded in accordance with the statutory provisions.
- 10.3 The Seller may remedy a defect in the goods at its discretion by subsequent delivery or repair (subsequent performance).
- 10.4 If the subsequent performance fails, is impossible, is refused in its entirety by the Seller or is unreasonable for the Buyer or if a reasonable deadline to be set by the Buyer for the supplementary performance has expired unsuccessfully or is not mandatory according to the statutory provisions, the Buyer shall be entitled to reduce the purchase price (reduction) or to demand the termination of the contract (termination) at its discretion. In the case of an insignificant defect, however, there is no right of termination.
- 10.5 The Buyer shall be entitled to claims for damages or reimbursement of futile expenses also in the event of defects in the goods only in accordance with Clause 11 of the General Terms and Conditions of Sale.

11 Liability

- 11.1 The Seller shall be liable for damages within the scope of fault-based liability in accordance with the statutory provisions unless liability is excluded or limited in accordance with the provisions of this Clause 11.
- 11.2 The Seller shall not be liable in the event of simple negligence on the part of its bodies, legal representatives, employees or vicarious agents, insofar as this does not involve a breach of material contractual obligations. Material contractual obligations are obligations whose fulfilment is essential for the proper performance of the contract and on whose compliance the Buyer regularly relies and may rely.
- 11.3 Insofar as the Seller is liable in cases of simple negligence in accordance with the above Clause 11.2, its liability shall be limited to compensation for the foreseeable, typically occurring damage. Unless otherwise agreed, the total remuneration (net) agreed in the relevant individual contract shall be deemed to be the foreseeable, typically occurring damage and, in the case of continuing obligations or purchase or delivery contracts with longer terms, the total remuneration (net) paid annually.
- 11.4 The exclusions and limitations of liability apply to the same extent in favour of the bodies, legal representatives, employees and vicarious agents of the Seller.
- 11.5 The exclusions and limitations of liability in this Clause 11 shall not apply to the Seller's liability for wilful or fraudulent conduct, for guaranteed characteristics of the goods, for injury to life, body or health or under the German Product Liability Act.

12 Intellectual Property Rights

- 12.1 Unless otherwise agreed upon, all intellectual property rights relating to the goods, including copyrights, trademark rights, firm names or other distinctive signs and know-how are the entitlement of the Seller. The Buyer may use such intellectual property rights exclusively for the purposes of this contract.

- 12.2 The Buyer undertakes not to contest the intellectual property rights of the Seller itself or have same contested by third parties, or support third parties in contesting same in any form.
- 12.3 The Buyer may not in its name obtain protection for or register trademarks, trade names or other distinctive signs of the Seller or such trademarks, trade names or other designations which are identical or similar to those of the Seller or intellectual property rights – insofar as these are susceptible to registration. Accordingly, the Buyer is likewise not entitled to adopt and register the aforesaid intellectual property rights and/or distinctive signs as part of its business name or domain name in the commercial register, any other public register or any other certification centre. In particular, the Buyer is prohibited from using the distinctive signs or the symbols, advertising slogans or other distinctive signs belonging thereto or from using the trade or business secrets for any other purposes.

13 Secrecy and confidentiality

- 13.1 The Buyer shall maintain secrecy concerning the business and trade secrets of the Seller disclosed to it by the Seller or coming to its knowledge during the contractual term and after termination of the contract.
- 13.2 Documents or data concerning secret business processes which are disclosed to the Buyer shall be returned by the Buyer to the Seller without delay after their use in accordance with instructions, at the latest, however, at the ending of the contract.

14 Place of performance, choice of law, place of jurisdiction

- 14.1 Unless expressly agreed otherwise, the place of performance shall be the registered office of the Seller.
- 14.2 These General Terms and Conditions of Sale and all contracts between the Seller and the Buyer shall be governed by the laws of the Federal Republic of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 (CISG) is excluded.
- 14.3 The exclusive place of jurisdiction for all disputes arising from or in connection with the contract is Stuttgart. This also applies if the Buyer does not have a general place of jurisdiction in the Federal Republic of Germany or has moved its usual place of residence abroad after conclusion of the contract. However, the Seller is entitled to sue the Buyer at any other place of jurisdiction.