General Terms and Conditions

I. General provisions

These terms and conditions are for reference only, the German version is the legally binding version (www.tuchel-sohn.com/allgemeine-geschaeftsbedingungen)

1. The following general terms and conditions of sale and delivery apply to all offers, sales, deliveries and other services provided by Tuchel & Sohn GmbH, Hamburg (hereinafter referred to as "Tuchel").

2. Purchasers within the meaning of these terms and conditions are exclusively businesses within the meaning of s. 14 BGB (German Civil Code).

3. These terms and conditions are accepted by the purchaser at the latest at the point of delivery and are valid for the entire duration of the business transaction, as amended.

4. Deviating, conflicting or supplementary general terms and conditions of the purchaser shall bind Tuchel, only if Tuchel has been expressly accepted them in writing.

II. Offers

1. The offers by Tuchel are always subject to change. The contract is concluded following confirmation of the order by Tuchel. If an order confirmation is not provided, the contract is concluded following the delivery of the invoice. The customer is aware that we may carry out a credit assessment prior to accepting the order. We are entitled to accept the customer's order only after the credit assessment has been carried out. If the credit assessment reveals a credit risk of the customer, we will hold discussions with the customer about advance payment options.

2. Samples of goods are considered to be "type samples", which represent the general character or type of the goods in basic detail. The sending of samples does not constitute a sale on approval within the meaning of s. 454 BGB. A sale on approval only exists, if Tuchel has expressly confirmed so in writing.

3. Ancillary agreements or subsequent amendment to the contract as well as agreements, assurances and commitments of any kind, including statements made by Tuchel employees, are only legally binding, if they have been expressly confirmed in writing. This also applies to agreements made with travellers and representatives.

III. Prices

1. The prices are - unless otherwise stated - ex works, excluding packaging, freight and customs. The prices are subject to value added tax in the respective statutory amount in addition.

2. Unless otherwise agreed, the prices are quoted in euro.

3. Change requests of the purchaser following order confirmations will only be taken into account after prior examination and calculation of any possible additional costs incurred.

4. Freight-free prices within Germany apply assuming the cheapest route and open, unimpeded traffic for the relevant delivery itineraries. Failed delivery will be charged to the purchaser. The purchase is liable for safe access and departure routes to the place of unloading, in particular for adequate possibilities to unload the goods without causing damage as well as for sufficient carrying capacity, transport area, barriers and clear visibility.

5. If exchange rates for the foreign currency on which the purchase contract is based are higher on the delivery date than on the contract date, and if the customer is a business, we are entitled to apply a corresponding increase in the purchase price.

IV. Terms of payment, default of payment

1. Payments must be made within the agreed period without any deduction in net cash. As far as a discount has been agreed, the discount may only be deducted, if the amount has been received by Tuchel within the agreed period.

2. If there is no agreed period, invoice amounts must be paid within 14 days as of the date of invoice without deduction. This does not apply, if the purchaser has not received the invoice within 3 working days of the invoice date. In this case, default only occurs after the expiration of 7 working days following the receipt of the invoice. If the purchaser does not receive an invoice, default occurs at the latest 30 days after receipt of the goods.

3. The customer is not entitled to retain security from the purchase price to be paid due to any warranty or performance claims.

4. A payment is only deemed to have been made, if we are able to dispose of the amount. For cheques, payment will only be deemed to have been made once the cheque has been cashed.

5. In the event of default of payment, eight percent interest above the base interest rate are incurred. The assertion of other damages is not excluded. The purchase price is due for payment immediately, if:

   a) an event occurs (e.g. information about a strained financial situation of the customer, enforcement measures against the customer, etc.), whereby the creditworthiness of the customer may be viewed as questionable from our point of view,
   b) the customer has pledged receivables or goods to which we retain title to third parties or has assigned them by way of security. In the aforementioned cases, we are also entitled
   - to deliver outstanding deliveries only against payment in advance;
   - to demand security for our receivables;

- to deny the customer any resale of the goods delivered under retention of
title;
- to withdraw from the contract.

6. Payment by bill of exchange is only possible after special agreement and only allowed in case of rediscount capability. Bills of exchange and cheques are only accepted on account of performance and not accepted in lieu of performance. Exchange charges and exchange tax will be borne by the purchaser. These are due immediately. In the case of a cheque and exchange protest, Tuchel may demand immediate payment against the return of the cheque or bill of exchange, even for papers due at a later date.

7. The purchaser is not entitled to offsetting without consent of Tuchel, unless it is a matter of undisputed or legally established counterclaims. The assertion of rights of retention, which are not based on the same contractual relationship, are excluded.

V. Delivery time, force majeure

1. Delivery periods and dates stated by us shall apply subject to correct and punctual self-delivery as well as subject to the provision of documents to be provided and/or supplied by the customer, approvals and releases.

2. Delivery periods and dates are deemed to have been complied with, if we have notified the customer within the agreed delivery period or within the agreed delivery that the service owed by us is ready for dispatch.

3. In the event of force majeure and other unforeseeable and/or extraordinary and/or circumstances through no fault of our own we are entitled to delay the delivery during the duration of the hindrance by a reasonable response time or to withdraw from the contract in whole or in part because of the not yet fulfilled part of the contract. Strikes, lockouts, mobilisation, war, blockades, export and import bans, shortages of raw materials and fuel, fire, energy supply shortages, traffic blocks, operational or transport disruptions and other circumstances, for which we are not responsible, are equivalent to force majeure, regardless of whether they affect us, our suppliers or their sub-suppliers. We can only claim the conditions mentioned if we inform the customer of such events immediately.

4. The circumstances listed in clause 3 are also not our responsibility, if they arise during an already existing delay. The customer may demand a declaration from us as to whether we intend to deliver or withdraw within a reasonable period of time. If we do not make such a declaration within a reasonable period of time, the customer may withdraw from the contract with regard to the part of the delivery which has not yet been fulfilled.

VI. Dispatch, transfer of risk

1. Unless otherwise agreed in writing, we are obliged to provide the goods ex works. Goods ready for dispatch must be collected immediately, at the latest within 8 days.

2. If we dispatch the goods at the customer's request, dispatch occurs at the expense and risk of the customer, provided that no agreement to the contrary was made. The risk transfers in this event with the loading of the goods to the customer, even if partial deliveries take place or other services have been assumed, e.g. the dispatch costs and/or the delivery.

3. If we dispatch the goods at the customer's request, we will also, at the customer's request, insure the goods in the customer's name and at the customer's expense against theft, breakage, transport, fire and water damage and other insurable risks. This requires, however, an express agreement for the confirmation of order or a separate agreement. In the above case, the customer must settle transport damage himself.

4. We endeavour to make the goods available in their entirety or to dispatch them. But we are entitled to carry out partial deliveries which the customer can reasonably be expected to accept. Excess or short deliveries of up to 5% of the agreed quantity are deemed to be performance of the contract.

5. If we notified the customer that the goods are ready for dispatch and the customer fails to collect the goods within 8 days of notification of readiness for dispatch, or if delivery is delayed for reasons for which we are not responsible, the risk of accidental loss or deterioration is transferred to the customer 8 days after the notification of readiness for dispatch. In such an event we are also entitled (but not obliged) to store the goods at the customer's expense and risk, to take all measures deemed appropriate to preserve the goods and to charge the goods as delivered**.**

6. If and to the extent that CIF has been agreed as Incoterm, the insurance to be concluded by Tuchel will not cover war risks. The insurance policy to be taken out by Tuchel in this case only has to cover a claim for damages by the purchaser for a 5 % loss of profit.

7. If and to the extent that CIF has been agreed as Incoterm, the goods must be accepted by the purchaser at the nearest accessible port without additional costs for Tuchel, if the agreed port of destination cannot be reached as a result of force majeure.

8. Tuchel is free to determine the shipping route and type. If delivery is carried out with carriage paid, Tuchel is entitled to select the most favourable freight transport option.

VII. Defects, warranty

1. Unless otherwise specified below, the statutory warranty provisions apply.
2. If the purchaser is a businessman, he must inspect the delivered goods immediately, at the latest within 2 working days of delivery.

3. If the purchaser is a businessman, he must notify Tuchel of obvious defects immediately, at the latest within 3 working days of delivery. Not obvious defects must also be reported to Tuchel by the purchaser, who is a businessman, without delay, at the latest within 2 working days of becoming aware of them. The receipt of the complaint by Tuchel is decisive.

4. If the purchaser is an entrepreneur, but not a businessman, clauses 1 and 2 apply mutatis mutandis.

5. Decisive for the contractual condition of the goods is the time of delivery of the goods to the customer (in the case of collection) or the transport company (in the case of dispatch) or, if we have assumed responsibility for the delivery of the goods, the time at which the goods are made available to the customer in accordance with the agreed delivery condition.

6. The customer must provide us with a sufficiently concrete description of any defect. We must be able to satisfy ourselves of the defect complained of in situ or through a representative.

7. In the event of remedying the defect, if the complaint turns out to be justified, we are obliged to bear the expenses arising for us,

unless these costs increase as a result of the goods being taken to a place other than the delivery address. If the goods are moved to another location than the delivery address, the customer must bear any additional costs arising therefrom, if the transfer was not part of the delivery contract.

8. The warranty assumed by us is initially limited to subsequent performance, whereby we have the right to carry out or attempt subsequent performance within a reasonable period to be determined by us. The manner of subsequent performance (delivery of goods free of defects or remedying the defect) is at our discretion. If the subsequent performance is impossible or would it entail a disproportionately high expenditure or is the defect after an attempt at subsequent performance not remedied, then the customer can assert reduction or withdrawal.

9. The customer's claims due to a defect lapse, unless any of the cases of sections 438 (1) no. 2 BGB or 634a (1) no. 2 BGB applies or something else has been agreed, within 6 months as of the date of the statutory commencement of the limitation period. This does not apply, if the purchaser has not notified Tuchel of the defect in good time.

10. Our warranty does not apply to defects caused by improper storage, handling, modification, processing or other treatment of the goods by the customer. Natural processes that occur as a result of product-typical properties are not covered by our warranty.

XIII. Quality agreement

1. As quality as defined in section 434 (1) sentence 1 BGB applies exclusively to what was agreed in writing in the purchase contract.

2. Public statements, praise or advertising by Tuchel and its assistants do not constitute a contractual specification of the goods in terms of their quality. Insofar as we provided general illustrations, drawings, dimensions, weights and other technical data (hereinafter jointly referred to as "data") about our products in printed or electronic form, these are only approximate values and do not represent any assurances or guarantees. The data relevant for the performance commissioned by the customer are based solely on the data specified in the contract.

3. If and to the extent that a specific quality has been agreed in the present terms and conditions for sale and delivery or the purchase contract, this does not constitute a warranty.

IX. Retention of title

1. Tuchel reserves title to the delivered goods until all receivables resulting from the present and future business relations with the purchaser have been settled. In the event of payment by cheque or bill of exchange, the goods will remain the property of Tuchel until payment has been made.

2. Insofar as third parties have obtained or will obtain direct possession of the reserved property, the purchaser must expressly point out Tuchel's retention of title.

3. The purchaser is obliged to store, mark and return the goods subject to retention of title separately at his own expense at Tuchel's request.

4. The purchaser must adequately insure the goods subject to retention of title at his own expense in full against the usual risks (in particular against loss, depreciation, fire and theft, transport risk, water damage). The purchaser assigns to Tuchel all present and future claims against the insurance company resulting therefrom.

5. The purchaser will carry out any treatment and processing of the goods subject to retention of title for Tuchel without Tuchel incurring any obligations as a result thereof. If the goods subject to retention of title are processed with other items not belonging to Tuchel, Tuchel will acquire co-ownership of the new object in the ratio of the value of the goods subject to retention of title to the value of the other goods processed objects at the time of processing. The item resulting from the processing is deemed to be goods subject to retention of title within the meaning of this provision.

6. If the goods subject to retention of title are inseparably combined with other items, which do not belong to Tuchel, Tuchel acquires co-ownership of the new item proportionate to the value of the goods subject to retention of title in relation to the value of the main item. If the amalgamation occurs in such a way that the purchaser's item is to be regarded as the main item, it is deemed to have been agreed that the purchaser transfers pro rata co-ownership to Tuchel. The purchaser is deemed to be the gratuitous custodian of the resulting sole ownership or co-ownership for Tuchel.

7. In the event of default of payment by the purchaser, Tuchel is entitled to seize the goods subject to retention of title; the purchaser hereby irrevocably and unconditionally grants its consent to the surrender.

8. The purchaser is entitled to dispose of the goods subject to retention of title in the ordinary course of business; however, he hereby assigns to Tuchel all claims arising from the resale of the goods subject to retention of title that accrue to him against his customers or third parties.

9. The purchaser is not permitted to agree to a prohibition of assignment.

10. The purchaser is entitled to invoice and collect the receivables as a result of the sale of goods subject to retention of title. The direct debit authorisation may be revoked if the security purpose of the retention of title is endangered, in particular if the purchaser is in default of payment. In the event that only a part of the receivable has been assigned to Tuchel, the debtor's payments to the buyer will count towards the part of the receivable not assigned to Tuchel. The receivables collected by the purchaser must be transferred to Tuchel without delay.

11. If Tuchel has revoked the direct debit authorisation, the purchaser must comply and Tuchel is entitled to assert the assignment of the claims against third parties.

12. The purchaser must inform Tuchel with immediate effect by submitting the relevant documents (e.g. seizure records), if goods subject to retention of title or goods co-owned by Tuchel as well as claims assigned to Tuchel are enforced.

13. If the total value of the securities held by us exceeds our claims by more than 20% not just on a temporary basis, we will return securities of a corresponding amount at our discretion upon request.

X. Reusable containers and pallets

1. Reusable containers, that are not expressly included in the price and invoice amount, are only made available by way of loan. They remain the property of the seller.

2. Packaging materials must be stored professionally by the

customer and must be handled with care.

3. Damaged or unreturned packaging will be invoiced at the purchase price. This is 12.50 euro for EUR-pallets and 175 euro for IBC. Other reusable containers or pallets will be charged to the customer after the supplier has invoiced the packaging material.

4. Only those reusable containers delivered by us will be accepted as returnable by us.

XI. Non-disclosure

1. The contracting parties agree to treat confidential all non-public commercial and technical information (recipes, supply chains, processing steps, corporate strategies, etc.), which become known to the parties as a result of the business relationship.

2. The reproduction of commercial and technical information is only permitted, if this is necessary for the execution of the contract or for the purpose provided for in the contract. In all other respects it must be treated confidentially and may not be disclosed to third parties without our consent . In all other respects, we reserve all property rights and copyrights.

XII. Liability

1. We are only liable for damages, regardless of their cause, if intent or gross negligence on the part of our legal representatives, employees or vicarious agents is proven. This also applies in the event of breach of pre-contractual or ancillary obligations, tort, consequential loss caused by a defect or deficiency as well as default and inability to perform. The above provision does not apply in the event of a breach of cardinal obligations.

2. Insofar as we are liable, we are only liable to the extent that the harm was foreseeable. This limitation of liability does not apply, if the loss is based on the fact that a legal representative or executive employee of ours acted intentionally or grossly negligently or another employee or vicarious agent acted in breach of a cardinal obligation intentionally or grossly negligently.

3. The exclusions of liability or limitations of liability listed in clause 1 and 2 do also not apply in the case of loss caused due to a lack of assurances given, liability according to the product liability law as well as in the case of damage caused to injury to life, limb or health.

4. The limitations and exclusions of liability set out in the above provisions apply equally to claims, which the customer makes directly against our legal representatives, employees and vicarious agents.

XIII. Place of jurisdiction, applicable law

1. If the buyer is a businessman, the exclusive place of jurisdiction for all disputes arising from this contract is Hamburg. The same applies, if the customer does not have a general place of jurisdiction in Germany or if his residence or habitual abode are unknown at the time the action is filed.

2. The law of the Federal Republic of Germany applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

XIV. Severability clause

If one of the provisions should prove to be ineffective, the remaining provisions in their entirety will remain unaffected thereby. The invalid provision must be replaced by a provision that comes closest to the intended purpose.

Signature: Managing Director Tuchel & Sohn GmbH
22309 Hamburg

As of: 16/04/2019