General Terms and Conditions of Purchase of Tuchel & Sohn GmbH

All goods purchased by T&S at any time will be purchased in accordance with these General Terms & Conditions of Purchase. Except when T&S expressly excludes the General Terms & Conditions of Purchase in a contractual document. To the extent permitted by law, all other terms and conditions are excluded, unless otherwise agreed by T&S. For the sake of clarification, it is pointed out that T&S does not agree to enter into a contract without compliance with these General Terms & Conditions of Purchase, and all terms and conditions that are not the subject of this document or to which T&S does not agree in writing are not effective.

1. Definitions and interpretation

1.1 The following terms and expressions shall have the following meanings in these General Terms & Conditions of Purchase, unless otherwise required in the particular context:

"GPC": General Terms and Conditions of Purchase.

"Goods", „Materials", and „Articles": Goods delivered by a supplier to, for or on behalf of T&S.

"Order": Any order for any goods placed by T&S with a supplier without a written purchase contract of sale or any other written agreement for the delivery of goods by the supplier for T&S, including any other documents referred to in an order.

"Purchase Contract": Written purchase agreements or purchase contracts agreed between T&S and a supplier with regard to the delivery of goods by the supplier, including all other documents referred to in this purchase contract and exceeding the scope of an order. The distinction between purchase contract and order is often the higher total quantity and/or the longer delivery period.

"Call-Off": An order from an existing purchase contract.

"T&S" or "Buyer": Tuchel & Sohn GmbH and its subsidiaries.

"You" and "yours": The supplier specified in the GPC, a purchase contract, an order, a call-off or any other contractual document issued by T&S for a supplier.

1.2 The headings in the GPC are for information purposes only and do not affect their interpretation.

2. Acceptance

2.1 The placing of an order by T&S constitutes an offer by T&S to purchase the goods under the conditions contained in the GPC. Silence on the part of the supplier constitutes an acceptance.

2.2 Any acceptance by you of an order or a purchase contract, or any performance by you of all or part of an order, means that you have agreed to the GPC.

2.3 You will execute the order or call-off with all reasonable changes notified to you in writing by T&S. Unless you have obtained T&S's written consent in respect of any resulting changes in prices, delivery dates or other terms, all reasonable changes will be made at the same price, delivery date or delivery terms as the original order.

3. Quality of Goods

3.1 All goods must be of proper quality and fully comply with T&S's requirements, including any stated specifications or requirements relating to quantity, quality, date and time of delivery, standards or descriptions or the requirements of any agreement. All goods must be suitable for the purpose for which they are supplied or for which they are commonly used. The goods must also be free from defects in design, material and workmanship. You must immediately inform T&S of any potential hazards or risks of which you are aware or believe may arise in connection with the transport, handling, manufacture, distribution or use of the goods.

3.2 In addition to any other rights which T&S may have, T&S may, within a reasonable period after delivery, refuse and return to you at your expense any goods which are defective or contain hidden defects or which do not fully meet the stated specifications or requirements in terms of quantity, quality, date and time of delivery, standards or descriptions set out in the order, the purchase contract or otherwise or which are not suitable for the purpose for which they are supplied or for which they are commonly used. For the purposes of clarification, it is noted that the payment of damages will not affect any other remedies that T&S may have under these GPC.

4.Indemnification

4.1 You are responsible for and will indemnify and hold T&S harmless in respect of any liability, loss, costs, claims, expenses (including attorneys' fees and court costs) and claims of any kind whatsoever against T&S arising out of or in connection with any of the following:

- non-compliance by you with the provisions of these GPC, defects in the Goods or defects and

- death or personal injury in respect of your employees, agents or suppliers in actions relating to the supply of Goods.

4.2 The only exceptions shall be in respect of any damage, loss or injury resulting from willful misconduct or omission by T&S or gross negligence by T&S or any of its authorised representatives.

5. Supply

5.1 You agree to deliver or provide the Goods to T&S in accordance with an order, the purchase contract or T&S's respective written instructions and you agree that all times specified in these GPC and notified to you by T&S in relation to the delivery of the Goods and the provision of the Services shall be deemed to be substantially binding.

5.2 T&S has the right to inspect the ordered goods during production, transformation or storage.

5.3 T&S reserves the right, subject to reasonable notice, to adjust the delivery rate of the Goods or the times at which the Services are to be provided. No costs will be charged to T&S due to these adjustments, except with written consent.

5.4 Delivery of the goods or provision of the services before the agreed delivery period can only take place with the prior written consent of T&S. A correspondingly agreed early delivery does not lead to a change in the agreed payment periods.

5.5 You agree to inform T&S immediately, stating the estimated delay period, if it is likely that there will be a delay with regard to the delivery of the goods.

5.6 T&S may cancel any order or call-off placed for Goods which has not been delivered by the date and time specified in the order or purchase contract without liability to the Supplier, but T&S is prepared to pay the price for the Goods or Services which have already been delivered and correspond to the order or purchase contract if the partial delivery or call-off is of benefit to T&S. This right to cancellation exists in addition to all other rights that T&S may have.

5.7 Unless otherwise agreed in writing with T&S, you will ship the goods to the delivery address in the order or call-off at your expense. All goods and all packaging containing goods must be clearly marked with T&S's order number, details of the contents (including quantity and description) and your name, together with any other information which T&S may have requested or which is required by applicable law, including without being limited to traceability requirements. The Goods must also comply with all labelling instructions and markings stated in the order, call-off, purchase contract or otherwise communicated to you.

5.8 If any failure to comply with your obligations under the GPC results in T&S suffering either directly or indirectly from downtime, T&S shall have the right, at T&S's sole discretion, to claim damages (recorded as an actual estimate of T&S's losses and not as a penalty), in an amount equal to the hourly equivalent of downtime for each hour or part of an hour of downtime caused by such non-compliance, and the parties hereby agree that this is an actual estimate of T&S's loss and not a penalty. For the sake of clarification, it is pointed out that the payment of damages has no effect on any other legal remedies that T&S may have under the GPC.

5.9 The supplier is not responsible for any delayed delivery under this contract, if it is delayed by an event of force majeure; that is for example: prohibition by any governmental authority; war; earthquakes, flood, fire or other physical natural disaster, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labour not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the works but excluding any industrial dispute which is specific to the performance of the works or this contract.

6. Transfer of ownership and risk to T&S

6.1 You retain ownership and risk in relation to the goods until they have been delivered by you to T&S at the delivery address stated in the order or call-off. During the period in which you retain ownership of the goods, you will adequately insure them with a reputable insurer and confirm that no payment will be owed by T&S if insurance damage is claimed in respect of the goods to the extent of such damage. Thereafter, T&S shall acquire ownership and be responsible for the Goods, whether or not payment has been made. This does not affect T&S's right to reject the goods.

6.2 If T&S makes an advance payment in respect of certain goods, T&S shall be the owner of the goods from the time of payment. For the sake of clarification, it is stated that you will retain the risk in respect of the Goods and will adequately insure the Goods with a reputable insurer until they have been delivered to T&S at the delivery address stated in the order or call-off.

7. Pricing and Settlement

7.1 Once an order or purchase contract issued by T&S has been accepted by you, you may no longer increase the prices of the goods, regardless of whether the cost of materials, labour or other costs have increased, unless T&S has agreed to this in writing.

7.2 T&S reserves the right to set off the amount that you may owe T&S from time to time (including court and legal fees and interest) against any monetary claims that T&S may owe you.

7.3 The price of the Goods shall include all expenses for packaging, packing, transport, insurance and delivery of the Goods to the delivery address and the price of the Goods shall include value added tax and any other taxes or levies unless written orders or purchase contract provide otherwise.

8. Terms of Payment

8.1 T&S may reject invoices for goods in writing within 60 days of receipt if they do not comply with the GPC.

Unless otherwise agreed in writing, T&S's invoices must be issued on or before the 5th day following the month in which the goods were delivered in accordance with the GPC. Proper invoices must indicate the following:

- The order number or a valid T&S contact name

- The bank account (IBAN) to which the funds are to be transferred.

8.2 If this information is missing, the invoice will be rejected and payment will be delayed.

8.3 Proper credit notes must indicate the invoice number to which they refer.

8.4 All invoices submitted to T&S must meet the minimum legal requirements of the EU or the EEA. If the invoices do not meet these criteria, they will be rejected and payment will be delayed.

8.5 If the GPC have been properly complied with, T&S will pay all proper invoices in accordance with the payment deadline. If the day of payment is a weekend or public holiday, payment shall be made on the next working day after the weekend or public holiday.

the public holiday. You will show the sales tax, if necessary, on all invoices issued to T&S.

8.6 T&S will pay you by bank transfer.

9. Compliance with Legislation

You warrant that the goods (including all materials in contact with the goods) supplied by you in accordance with these GPC and the manufacture, packaging, delivery and distribution of such goods by you, your agents and suppliers, will comply with the following:

- All applicable national, local and/or EU legislation; including, without limitation, all legislation relating to anti-corruption, labour law (including, without limitation, work permits, work safety regulations, accident prevention regulations, hidden labour market, anti-slavery and trafficking in human beings, employment of foreign workers, equal treatment and equal pay, remuneration, benefits and other working conditions), environment, tax and social security, data protection and food;

-All industry and government codes of conduct, including, but not limited to, regulations relating to materials and articles that come into contact with food and legislation on the recruitment of employees;

- All health and safety requirements that T&S may communicate to you from time to time, including, but not limited to, all safety and location regulations and notices posted by T&S and from time to time on its sites;

10. Violation of contract

10.1 If you commit a material breach or an insignificant breach of the GPC which you do not remedy within seven (7) days of receipt of written notice from T&S, T&S may suspend performance of your obligations under the GPC, the order and/or the purchase contract etc. and/or may consider the GPC, the order and/or the purchase contract etc. to be terminated without further notice.

10.2 Without prejudice to any other remedy, if Goods are not delivered or rendered in accordance with the GPC, T&S shall either have the right to require you to deliver replacement Goods or render replacement services within 48 hours and demand repayment of all payments already made.

11. Cancellation

T&S may cancel the order or the call-off, provided that this is done with a reasonable notice period in writing. If T&S does so, T&S is prepared to pay you a reasonable price for all goods which you have delivered (and which T&S has not rejected). T&S shall not be liable to you for any costs, losses or damages you may suffer in connection therewith.

12. Intellectual Property

12.1 You warrant that the supply of goods or services to T&S does not infringe any patent, trademark, copyright, design or other intellectual property right or similar right.

12.2 You agree to fully indemnify and hold T&S harmless in respect of any liability, costs, expenses (including legal costs and attorneys' fees), losses or damages which may be incurred by T&S as a result of any breach of your warranty under 13.1.

13. Data Confidentiality

13.1 All documents, specifications, plans, drawings and other information that T&S may provide to you shall remain the property of T&S. You agree to keep confidential all information that you may receive from T&S and not to disclose it to anyone unless T&S has given its express written consent or you are required by law to do so or the information is generally available.

13.2 You agree that you will ensure compliance with Articles 13 and 14.1 by your employees, agents and suppliers.

14. Failure to act for breach in the past

T&S may take action against you if you breach these GPC, even if T&S has not taken any action against you in the past for breach of these GPC.

15. Applicable law and place of jurisdiction

The place of jurisdiction for all disputes in connection with the delivery transaction shall, at our discretion, be Hamburg or the registered office of the supplier, for claims of the supplier exclusively Hamburg. Statutory regulations on exclusive jurisdiction shall remain unaffected. At our discretion, an arbitral tribunal shall be competent to decide on disputes in connection with the delivery transaction. We are obliged to exercise our right of choice within two weeks of the supplier's request with regard to a specific dispute. After expiry of this period, the right of choice can no longer be exercised. In this case, the ordinary court shall have jurisdiction. We are entitled to claim Hamburg Friendly Arbitrage and Arbitration Court through the Hamburg Chamber of Commerce.

16. Data protection

The data protection agreements can be viewed at www.tuchel-sohn.com/datenschutz and are part of these GPC.

17. Enforceability and termination

Should one or more of the provisions of these GPC be held by a court of competent jurisdiction to be unenforceable, in whole or in part, under any edict or rule of law, that provision or division shall to that extent be deemed not to form part of these Terms, but the validity and enforceability of the remaining provisions shall remain unaffected. In such event, each party shall enter into negotiations to amend this provision so as to make it valid and legal as amended and to carry out the original intent of the parties as far as possible.

18. Assignment

The GPC and all agreements under the GPC are entered into by you personally and you may not assign your agreement with T&S or any part thereof or any sub-contract or in any other way transfer your obligations or any part thereof to any third party without the prior written consent of T&S. If T&S does not give such consent, you will still be subject to the obligation to comply with these GPC. T&S is free to assign its rights and obligations under these GPC at its sole discretion.

19. Enforceability by third parties

None of the provisions of these GPC can be enforced by any person other than T&S and you.

20. Interpretations and amendments

references to any legislation, any law or any statutory provision shall include a reference to the relevant provisions which have been amended, replaced or reinstated, in whole or in part, or as their application is altered by other provisions from time to time, and any reference to a statutory provision shall include a reference to any subordinate legislation implemented from time to time in accordance with that provision.

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The current GPC can be found at www.tuchel-sohn.com/aeb

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