

# Dried Ingredients Int GmbH

## General Standard Terms and Conditions ("GSTC") from the company Dried Ingredients Int GmbH, DE-20457 Hamburg

### 1. Applicability of the GSTC

- a) All contracts concluded by us shall be governed exclusively by our GSTC. These GSTC shall only apply vis à vis entrepreneurs within the meaning of Section 14 German Civil Code, governmental entities, or special governmental estates.
- b) Divergent GSTC of our customers or other contracting parties (hereinafter "Customer(s)") shall be binding upon us only if we have expressly agreed to them in writing. These conditions shall be deemed accepted by no later than upon the acceptance of the services or goods delivered (the "Services or Goods"). They shall also apply if with knowledge of the Customer's conflicting terms and conditions, we execute the delivery or the order without reservation.

### 2. Formation of contract, written-form

- a) Our offers shall be subject to confirmation. A contract shall be formed only by our written confirmation of the order.
- b) Side agreements and amendments to and restatements of the contract shall be valid only if confirmed by us in writing.
- c) If we submit firm offers, we shall be bound by them for a period of four (4) weeks following their submission.

### 3. Prices

- a) Where applicable, the statutory value-added tax shall be added to our prices.
- b) If more than six weeks shall lapse between the conclusion of the contract and the intended delivery date of the whole delivery or a part of the same and the expenses which we must incur in connection with the performance of Services or Goods increase after the conclusion of the contract for reasons that are not attributable to us, we shall be entitled to demand the extra costs from our Customers in addition to the contract price. Such shall apply irrespective of whether such extra costs are based on statutory or other provisions and/or on actual circumstances. Expenses for the account of our Customer according to sent. 1 of this paragraph shall include, but not be limited to, export and import charges, such as customs duties and levies as well as taxes, storage charges, freight charges, forwarding expenses, insurance premiums and the like.

### 4. Conditions of payment, SEPA

- a) Payment by the Customer shall be made within fourteen (14) days after receipt of the invoice, however, no later than thirty (30) days after delivery, without any deductions, in cash or by remittance at no cost to us. The issuance of checks and bills of exchange requiring our prior consent shall not be deemed performance until honored in full.
- b) If the Customer does not comply with his payment obligations in accordance with the contract for reasons attributable to him, or if the Customer ceases payments, we shall be entitled to regard all outstanding debts as immediately due.
- c) Insofar as payment by means of SEPA debiting was stipulated between the Customer and us and the Customer has issued us a SEPA debiting mandate, the debit shall, as a rule, be announced in advance with the invoicing (or through another means of communication stipulated with the Customer) no later than up to one (1) calendar day prior to the maturity of the debit receivable. The Customer shall be obligated to assure that the account designated in the SEPA mandate has sufficient coverage and to ensure that any payable amounts can be debited. This obligation shall also exist to the extent that, in any individual case, advance information does not reach the Customer on time.

### 5. Setoff and retention rights

Any setoff by the Customer with counter-claims against our claims against the Customer or any retention of payments shall be permissible only if and as far as the counter-claims are uncontested or established by non-appealable judgment. A setoff with counter-claims against us or the exercise of a retention right

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shall further be permissible if and as far as the Customer's counter-claim is based on the same contractual relationship.

## 6. Default by Customer

- a) In the event of default by the Customer, we shall be entitled, without prejudice to further rights, to make further part deliveries as well as deliveries under other contracts dependent upon security by the Customer.
- b) The statutory rules apply to the amount of default interest.

## 7. Time for delivery and delivery weight/deviations in weight

- a) Stipulated times for delivery and delivery weights shall be estimates only, unless expressly confirmed by us as having been firmly agreed upon. If delivery times and delivery weights are estimates as contemplated under sent. 1 of this paragraph, we shall be able to exceed delivery times by up to two (2) weeks and deviate upwards or downwards from the delivery weight up to 10%.
- b) The weight stated by us upon delivery shall be deemed as correct and authoritative. The Customer may, however, demand weighing at his own expense. Deviations in weight must be notified within three (3) days of the delivery of the Goods. The Customer shall enable us to verify the weight discrepancy without undue delay.

## 8. Partial deliveries

- a) We shall be entitled to effect partial deliveries to a reasonable extent, particularly if the Customer can make use of partial deliveries in a stand-alone manner and no fixed delivery date for the complete delivery has been agreed upon.
- b) In the case of partial deliveries, each delivery shall be deemed a separate transaction. Any defective or late delivery shall have no influence on partial deliveries already effected or yet to be effected. To the extent that partial performance is of no interest to the Customer, the Customer shall be entitled to withdraw from the contract as a whole.

## 9. Delivery on demand

If the Customer, in the event of delivery on demand, fails to call minimum 40 % for the Goods within the periods agreed upon or, if no such period has been agreed upon, within six (6) months from the date of the contract we shall be entitled to set a reasonable time limit for the Customer to call, and after the expiration of said limit, we shall be entitled to withdraw from the contract. Furthermore, we shall have the right to consign or liquidate the affected Goods. In the event the Customer is responsible for the delayed or unperformed calling for the services or Goods to be delivered, we shall also be able to demand - subject to the conditions in the previous sent. 1 of this paragraph - damages for non-performance of the entire contract.

## 10. Default of acceptance

- a) To the extent that the Customer is responsible for the default of acceptance, we shall be entitled, after expiration of a reasonable time limit and notwithstanding proof of greater damages, to demand damages in lieu of performance amounting to 25% of the consideration agreed on by the Customer for the delivery not accepted. It shall remain for the Customer to prove that we have suffered no or lesser damages. We shall be able to refuse the delivery of the partial quantity not accepted on time without the effectiveness of the remaining contract being impaired.
- b) If the Customer is in default of acceptance we are entitled to demand reimbursement of any additional expenses.
- c) Goods that have been exclusively produced or procured for the customer (e.g. mixtures, special cutting grades, special products that we have purchased but for which we have no other use, etc.) will be invoiced to the customer after the expiry of the deadline, but can be stored in our warehouse for a maximum period of 12 months against a storage fee of 9.50€/month/pallet space and accepted at a later date. In this case, the transfer of risk passes to the customer on the day of the calculation.

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## 11. Shipping/Transfer of risk

- a) To the extent that we ship Goods, such shall be for the Customer's account. The same shall apply if we follow the Customer's shipping instructions.
- b) The risk of accidental deterioration or accidental loss shall pass to the Customer upon delivery of the Goods to the transporting party. The same shall apply in case of transportation by our staff, at the beginning of transportation, and in case of collection of the Goods by the Customer's staff, upon delivery of the Goods to them.

## 12. Obtaining supplies ourselves

We shall be obliged to effect Services or Goods subject only to obtaining proper, complete and timely supplies ourselves; such shall also apply to obtaining raw materials and auxiliary materials required for production of the Goods.

## 13. Confirmation of arrival/delivery within the European Union

- a) The Customer shall duly note that - in the event of the Goods being collected by the Customer (or collection by a carrier retained by the Customer) and the Goods arriving in another EU Member State - the Customer shall receive an invoice that does not include value-added tax. The prerequisite for this tax exemption for deliveries within the European Union shall be the confirmation by the Customer of the arrival of the Goods in another EU Member State. With this declaration, the Customer shall be declaring that the Goods have actually arrived in another EU Member State (arrival confirmation). The arrival confirmation shall have to contain (i) the name and address of the Customer; (ii) the designation of the Goods customary in the trade and their quantity; (iii) the data pertaining to the collection of the Goods by the Customer; (iv) the month and the year of the transportation into the other EU Member state is completed; (v) the Member State and the location to which the Customer has transported the Goods; (vi) and confirmation of the Customer as to the actual arrival of the Goods in the other EU Member State. The arrival confirmation must also contain the date and the signature of the Customer.
- b) If we are not in receipt of the Customer's arrival confirmation within three (3) months after collection by the Customer, we shall have the right to revise the invoice. In the course of this invoice revision, we may factor into the invoice the value-added tax, which shall accrue when we do not receive the arrival confirmation. In this case, the Customer shall have to pay us the value-added tax without undue delay.
- c) If the Customer does not send us an arrival confirmation in a timely fashion, then we shall have the right, for future purchases by the Customer, to invoice the value-added tax even in the event that the Goods are collected by the Customer and they arrive in another EU Member State. In this case, we shall reimburse the value-added tax to the Customer when the Customer sends the arrival confirmation to us.

## 14. Compliance of the Goods with food- and feedstuffs legislation

To the extent that we deliver foodstuffs and/or feedstuffs within the meaning of applicable foodstuffs and/or feedstuffs law, solely the requirements of the German law on food- and feedstuffs (Lebensmittel- und Futtermittelgesetzbuch) and the immediately applicable European food- and/or feedstuffs regulations, as they may be amended from time to time, shall be controlling. Compliance of the Goods delivered by us with the food and/or feedstuffs requirements of additional jurisdictions shall be warranted ("gewährleistet") only in the event of a correspondingly pertinent sui generis agreement between the Customer and us.

The target condition of our products is determined exclusively by the agreed specifications.

## 15. Organic ("Bio") products

- a) Insofar as the delivery of organic ("Bio") products (foodstuff, feed and agricultural products) is agreed between the Customer and us, in the absence of a differing agreement, the requirements of German law and of directly applicable EU law in their respective version valid at the time of delivery, currently in particular EU Regulation No. 2018/848, shall apply. We assume no guarantee or warranty whatsoever for the compliance of the Goods with such requirements, in particular EU Regulation No. 2018/848, or with another organic ("Bio") standard agreed between the Customer and us.
- b) Insofar as we agree with a Customer, in accordance with paragraph a), to make delivery of organic ("Bio") products, such shall mean, in the absence of an agreement to the contrary, that the Goods have

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been manufactured from products which have been correspondingly identified as organic ("Bio") products by our own suppliers. In the event of unchanged resale of organic ("Bio") products within the meaning of paragraph a), this shall mean that the Goods have been identified by our own suppliers as being organic.

c) Should it be the case that the product delivered to a Customer turns out actually not to be an organic ("Bio") product within the meaning of paragraph a), then we shall be liable for damages arising therefrom only to the extent that the damages are attributable to us. Apart therefrom, the provisions of item 18 and 19 shall apply.

## 16. Supply of pharmaceutical commodities and ingredients for cosmetic products

a) Insofar as we supply pharmaceutical commodities, the requirements of the Pharmacopea Europea, as it may be amended as of the supply date, shall be determinative for the Goods supplied by us.

b) Insofar as we supply ingredients for cosmetic products, the requirements of the EC Regulation No. 1223/2009 shall be decisive unless otherwise agreed upon in written form. We do not guarantee the compliance of goods with the requirements of the EC Regulation No. 1223/2009 or any other standard agreed between the parties. Compliance of the Goods delivered by us with the cosmetic requirements of additional jurisdictions shall be warranted ("gewährleistet") only in the event of a correspondingly pertinent sui generis agreement between the Customer and us.

The target condition of our products is determined exclusively by the agreed specifications.

## 17. Labeling obligation

We shall not assume any labeling obligation over and above the mandatory statutory provisions applicable to our respective Goods. Unless otherwise agreed, we shall especially not be obligated (i) to label the elements of our Goods in compliance with any further statutory provisions as may apply to the Customer and/or its (end-) products and/or (ii) to advise the Customer of any circumstances relevant under such provisions.

## 18. Warranty

a) We shall not accept liability based on public statements made by us, the manufacturer, or its assistants, if and insofar as the Customer cannot prove that the statement influenced him in his decision to effect the purchase and/or contract our services, if we were not and should not have been aware of the statement, or if at the time of making the decision, the statement was already corrected.

b) All information and advice are given to the best of our knowledge and belief; we shall not guarantee or vouch for their accuracy and completeness, unless such a guarantee is expressly agreed upon. In particular, the information supplied by us shall not relieve the Customer of its own responsibility to examine the Services or Goods delivered as to their suitability for the intended processes and purposes and as to the risk of infringement of third-party intellectual property rights.

c) Minor deviations which do not substantially impair the fitness or value of the Services or Goods delivered shall not be considered a defect. Not substantial, in particular, shall be minor deviations in shape, color, and weight, and irregularities which disappear on their own within a short period of time or which can be cured by the Customer without considerable expense. Deviations consistent within the custom of the industry shall also be considered not substantial.

d) If the Customer demands cure of a defect, we shall be able to choose whether to repair or replace the item. The right of the Customer to reduce the purchase price or to withdraw from the contract shall remain unaffected in cases of failure to cure. With respect to claims for damages and reimbursement of costs on the grounds of defects, item 19 shall apply.

e) We shall assume liability on the basis of a warranty given by us only if and as far as the rights, claims and liability follow from the exact wording of the warranty and as far as it is stated expressly that a warranty is given. Within the meaning of Section 434 German Civil Code only the qualities described in the product specifications shall be considered as contractually agreed upon ("Beschaffenheitsvereinbarung"). With respect to the quality of "organic" products, reference is made to item 15 above.

f) The Customer shall have to inspect the delivered Services or Goods without undue delay, and no later than within three (3) days following their receipt, and shall have to notify us in writing of any apparent defects without undue delay. A failure of notice shall be considered as unconditional approval of the

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Services or Goods. The same shall apply to obvious damages incurred during transportation, even if we are not responsible for the transportation. The warranty for hidden defects, which despite a careful inspection as described in sent. 1 of this paragraph were not found, shall be precluded if the Customer does not inform us in writing without undue delay and no later than within three (3) days following their discovery.

g) Furthermore, warranty claims shall be excluded if, as a result of delivery to a third party, of processing, or of similar events, the Goods delivered by us can no longer be inspected in order to examine whether a defect was present at the time the risk was transferred to the Customer.

h) If a defect occurred due to the delivery of goods or services of a third party to us, our Customer shall be limited to demanding assignment of our warranty claims and/or claims for damages against the third party. In such cases we shall be subject to Customer claims only if previous legal action against the third party by our Customer fails. This shall not apply if we had knowledge of the defect, or a lack of knowledge of the defect due to gross negligence, at the time the Goods were delivered to the Customer.

i) All warranty claims against us shall be able to be asserted only by the Customer directly and shall be non-assignable.

j) The transport costs necessary for the cure of a defect shall be borne by us only insofar as they arise due to curing the defect at the agreed-upon place of delivery. This does not apply for contracts relating to the supply of newly produced things.

## 19. Liability

We shall be liable solely pursuant to the following provisions:

a) We shall accept liability for the willful or grossly negligent behavior of our executive bodies, legal representatives and executive employees as well as our vicarious agents, except as otherwise provided in the following paragraphs (b) – (g).

b) Any claim for damages—regardless of legal basis—for slightly negligent violation of nonmaterial contractual duties by our executive bodies, statutory representatives, executive employees, and our vicarious agents shall be precluded. Material contractual duties are such duties the performance of which is essential for the proper execution of the contract and the observance of which can regularly be relied upon by the Customer. Nonmaterial contractual duties include, in particular, (i) any violations of (preliminary) registration rules by a supplier of ours pursuant to the Regulation (EC) No. 1907/2006 passed by the European Parliament and the Council on 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), and (ii) missing, incomplete or incorrect information contained in the safety data sheet and/or incorrect or incomplete advice on the application of the Services or Goods delivered in our capacity as producer, importer, or supplier.

c) In the event of a slightly negligent violation of material contractual duties by our executive bodies, statutory representatives, executive employees and vicarious agents, regardless of the legal basis, our liability shall be restricted to contractually typical and foreseeable damages and shall not extend to remote consequential damages.

d) As far as our liability is excluded or limited, this exclusion or limitation shall also apply to the personal liability of our employees, staff members, representatives and vicarious agents.

e) All further contractual or non-contractual claims of the Customer, except those provided for in the foregoing paragraphs (a) to (c), shall be precluded.

f) The liability arising out of the Produkthaftungsgesetz, (the Product Liability Act, the “ProdHaftG”) the liability for culpable damages arising out of death, injury to body or health as well as out of Section 444 German Civil Code and liability arising from other guarantees remain unaffected by the provisions of the paragraphs (a) to (e).

g) The Customer shall be liable for all damages which occur from the violation of cooperation duties (e.g. supplying incomplete or incorrect information as required by REACH, in particular missing, incomplete or incorrect information about the intended processes and purposes).

## 20. Limitation Period

a) All claims of the Customer based on defects become time barred after one year following receipt of the services or Goods delivered. Sections 445 b, 478 German Civil Code and Section 438 paragraph 1 No 2 German Civil Code shall remain unaffected.

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- b) The Customer's claims for damages based on other legal grounds become time barred after eighteen (18) months. The limitation period begins in accordance with Section 199 German Civil Code.
- c) To the extent that we are liable under item 16 for grossly negligent behavior, culpable damage arising out of death, injury to body or health, and for guarantees as well as pursuant to the ProdHaftG, the statutory limitation periods shall apply.

## 21. Retention of Title (Ownership Proviso)

- a) Goods delivered by us shall remain our property until payment of all our existing and future claims arising from the contractual relationship with the Customer, including all existing incidental obligations and current account balances.
- b) The Customer, in the ordinary course of business, shall be entitled to use, commingle, or treat and process the Goods subject to the ownership proviso (the "Proviso Goods"). The treatment and processing of the Proviso Goods shall take place for us as manufacturer within the meaning of Section 950 German Civil Code. In the event of combining or commingling with goods not owned by us, we shall become joint owners, with Sections 947 and 948 German Civil Code being applied directly or mutatis mutandis, namely, in proportion of the value of the Proviso Goods to the value of the other processed goods at the time of processing. In the event that the combining or commingling occurs in a manner such that the Customer's property is to be seen as the main constituent, it is now agreed that the Customer shall transfer to us proportionately the sole or joint ownership corresponding to the above-named value. The property we solely or jointly acquire pursuant to the aforesaid provisions shall be stored by the Customer for us free of charge. No claims against us shall arise from intermixing or processing or storing. For new items existing as a result of the combining or commingling the same rules as for the Proviso Goods apply. Under the condition of the complete payment according to paragraph (a) above, the new goods or our co-ownership share is transferred to the Customer.
- c) The Customer shall be entitled, subject to the ownership proviso, within the ordinary course of business, to resell and transfer the Goods and the products that are the result of commingling. The pledge and transfer by way of security of the Proviso Goods or the assigned claims shall not be permitted. The Customer hereby assigns all future claims from the sale of Proviso Goods, including the goods within our ownership under paragraph (b) with all ancillary and security rights as well as balance claims within the scope of a current account to the amount of our claims as security for all our claims stated in paragraph (a). We accept the assignment. In case of sale of Goods which we jointly own, the assignment shall be limited to such part of the claim corresponding to our ownership share. If Proviso Goods are sold at a total price together with items not owned by us, the assignment shall be limited to the proportionate amount of our invoice including - if applicable - value-added tax for the Proviso Goods sold. The aforesaid provision shall also apply to claims of the Customer for work and services if the Customer uses the Proviso Goods to perform a contract for work and services or contract for work and materials.
- d) The authority to sell the Proviso Goods shall be precluded if the Customer's buyers have precluded the assignment of claims made against them. The Customer must exclude the setoff and the retention right within the legally permitted scope vis-à-vis his contractual partners. At our request, the Customer shall at all times be obliged to inform us of the debtors of the claims assigned to us and of their addresses.
- e) The Customer shall be obligated to treat the Proviso Goods properly and carefully, as well as the items in which we acquire sole or joint ownership, and to store these for us free of charge. The Customer shall have to insure such goods against common risks and shall hereby assign all claims against the insurers or other liable persons to us in the amount of the invoice. We accept the assignment.
- f) Furthermore, the Customer shall be obliged to notify us immediately about every infringement or impairment of our rights to the Goods within our ownership or claims assigned to us, in particular by attachment or other infringements by third parties, and to take all interim measures necessary to protect our interests. The Customer shall have to reimburse us for all costs resulting from the enforcement of our ownership rights and our rights to the claims.
- g) In addition, the Customer shall remain authorized to collect claims without prejudice to our right to collect the claims. Other dispositions of the Goods owned by us and of the claims assigned to us shall not be made by the Customer without our prior written consent. We shall revoke the authority to dispose or collect only if (i) the Customer is in default with any payment to us, or (ii) breaches significantly his duties

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to us under the title retention arrangement, or (iii) bankruptcy proceedings against the Customer's assets are initiated or opened or (iv) any other material impairment of the Customer's financial condition occurs. To the extent that our claims are due, the Customer must immediately forward to us amounts received; and if the claims are not due, the Customer shall keep these amounts segregated for us.

h) If we have revoked the authority pursuant to the foregoing paragraph (g), the Customer shall, at our request, be obliged (i) to inform us of all Goods owned by us and of the buyers to whom the Customer sold the goods, to enable us to take possession of the goods, regardless of any retention right,; (ii) to notify its customers of the assignment of the claims assigned to us; and (iii) to provide all information necessary to enforce our claims and to surrender the documents required.

i) If the Customer violates its contractual obligations, especially if it is in default of payment, the Customer shall be obliged to hand back the Provisio Goods at our request. Taking back or seizing the Provisio Goods in accordance with sent. 1 of this paragraph shall not constitute a rescission of the contract. Following a prior warning and having set a reasonable time limit, we shall be entitled to turn the Provisio Goods to account as much as possible. The proceeds shall then be deducted from our claims after deduction of reasonable costs incurred while turning the Provisio Goods to account.

j) To the extent that the value of the security provided to us exceeds the secured claims by more than 20%, we shall at the Customer's request release secured items at our discretion.

## 22. Place of performance

The place of performance for all mutual obligations arising from the contract concluded with the Customer shall be Hamburg, Germany.

## 23. Venue

In the case of contracts entered into with fully qualified merchants, the venue for all disputes concerning the formation of the contract and obligations arising out of the contract shall be Hamburg, including Customers which do not have general jurisdiction in the Federal Republic of Germany; we shall nevertheless be entitled to bring action at the Customer's seat. In the case of contracts entered into with fully qualified merchants, legal disputes shall, at our discretion, be heard and determined either by a court of law pursuant to the aforesaid stipulation as to venue or by the Hamburger Freundschaftliche Arbitrage (Hamburg Friendly Arbitration) pursuant to Article 20 of the Platzusancen für den Hamburgischen Warenhandel (Local Trade Rules for the Hamburg Merchandise Trade). We shall also be entitled to exercise the aforesaid option if the Customer asserts claims against us. We will exercise the option within fourteen (14) days after receipt of the Customer's written request; otherwise the option right shall pass to the Customer. In case of notices of defects, we shall be entitled at our option to demand that the assessment of the condition of the Goods be made in accordance with the Regulativ für Qualitätsfeststellungen durch Sachverständige (Rules for Quality Inspections by Experts), published by the Hamburg Chamber of Commerce on 12 April 1911.

## 24. Confidentiality, Privacy

a) The purchaser is obliged to keep all documents and information, illustrations and drawings received strictly confidential. This information may only be disclosed to third parties with our prior written consent.

b) The confidentiality obligation shall continue to apply for a period of five years after termination of the contract.

c) Data processing is carried out within the framework of the relevant laws.  
We store data.

## 25. Applicable Law

The law of the Federal Republic of Germany shall apply exclusively, excluding the application of the International Private Law and the International Law on Sales pursuant to the United Nations Conventions on Contracts for the International Sale of Goods dated 11 April 1980 (CISG).

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## **26. Different language versions**

These General Standard Terms and Conditions exist in a German and in an English version. In the event of any inconsistency between the German and this English version, the German version shall always prevail.

## **27. Severability clause**

Should individual regulations of this contract be ineffective or unenforceable or become ineffective or unenforceable after conclusion of the contract, the effectiveness of the rest of the contract shall remain unaffected. The invalid or unenforceable regulation shall be replaced by a valid and enforceable regulation whose effects come as close as possible to the economic objective pursued by the contracting parties with the invalid or unenforceable regulation. The above regulations shall apply accordingly in the event that the contract proves to be incomplete.