

TERMS AND CONDITIONS OF PURCHASE

I. Validity of Terms and Conditions

1. We will only enter into contracts under the following terms and conditions. These terms and conditions are also valid for all future business relations even if they are not agreed to explicitly.
2. Any deviations from these terms and conditions are only effective if confirmed in writing by us. Differing conditions on the part of the Supplier and/or Contractor (hereinafter referred to collectively as "Supplier") which we have not acknowledged in writing are non-binding, even if we have not expressly rejected them.
3. These terms and conditions additionally apply even if we accept deliveries and services from the Supplier unreserved Supplier's terms and conditions which are contradictory to or deviant from our terms and conditions.

II. Orders

1. Only our written orders are binding. These terms and conditions apply to all of our orders. Agreements made verbally and/or by telephone require written confirmation by an authorized representative to be valid.
2. An order confirmation that deviates from the original order requires our written consent. If delivery or service takes place without our written consent, the Supplier acknowledges that these terms and conditions continue to apply. Our lack of response to order confirmations containing contrary or additional provisions shall not be considered acceptance to those terms.

III. Services provided by the Supplier

1. The Supplier warrants that they shall provide all qualitative and quantitative services only in accordance with the orders, contracts, specifications and other written notices. The conformance of the warranted properties will be reviewed by the Supplier within the framework of quality and goods dispatch controls.
2. The Supplier also warrants that they shall adhere to and be in compliance with all relevant and national food laws and further legal regulations in their current valid form as a basis for the production of the ordered products.
3. The Supplier shall provide a meaningful conformity declaration complying with all relevant European and national provisions of the applicable laws pursuant to all material brought into direct contact with food. All updates of the conformity declarations shall also be immediately provided.
4. The Supplier warrants that no patents and/or other intellectual party rights of third parties are infringed by the delivery and/or use of the products provided. The Supplier agrees to indemnify and hold us harmless from any actions arising out and/or relating to third party claims of infringement.
5. As part of our Corporate Responsibility charter, we commit ourselves to respect human rights, to comply with labour standards, not to tolerate discrimination, forced or child labour, and to use the environment as well as natural resources as sparingly as possible. The ethical guidelines are summarised in the "Code of Conduct", also available at [https://www.stute-](https://www.stute-fruits.de/)

fruits.de/. The Supplier warrants orientating their business behaviour to this Code of Conduct. We reserve the right to review the conformity with this provision.

6. The Supplier additionally warrants that he is in full compliance with all regulations and conditions set forth by the BSCI Code (Business Social Compliance Initiative Code).
7. Every Supplier warrants compliance with all applicable environmental regulations and laws and energy efficiency requirements concerning the production of supplier's products in order to support our energy management system efforts - systems following DIN EN ISO 50001.
8. The Supplier's duties under our contract may only be fulfilled by third parties with our express written consent.

IV. Invoicing and terms of payment

1. In case of electronical invoice processing invoices have to be sent as pdf-file to the e-mail address invoices@stute-fruits.de. Every invoice is to be sent per separate e-mail. Invoices transmitted via post have to be addressed to the billing address stated in the order.
2. Invoices can only be processed, if they – according to the specifications in the order – include the order-/dispo number, as well as the position number, as set forth in our order(s); if this number/these numbers and/or any information required by law is/are missing or incomplete, the due date and start of the payment period are not triggered.
3. Invoices are payable within 45 days with 3 % discount, 60 days net after receipt of goods and invoice. The discount period begins with receiving the invoice, but not before the invoiced goods arrive at our factories in Paderborn.
4. The price applies as stated in the contract or order.
5. We are entitled to offset our receivables against receivables owed to the Supplier or to withhold payments until the contract will be fulfilled.

V. Time of Delivery, Delivery Conditions

1. The Supplier must strictly adhere to the agreed dates and deadlines. In the event of late delivery, we are immediately entitled to withdraw from the contract and to claim damages, if necessary, even without a grace period.
2. Acceptance of a late deliveries do not constitute a waiver of any claims for compensation and/or damages arising from the delay.
3. If the Supplier anticipates being unable to comply with the agreed upon deadlines, the Supplier must inform us immediately in writing, providing the reasons for, and the expected duration of the delay. The Supplier will not be deemed to be in breach of the parties' contract if the parties have agreed in writing to the new deadlines. In this circumstance, the newly agreed upon deadlines and/or delivery periods will supersede the originally contracted dates.
4. Premature deliveries as well as excessive and/or short deliveries require our prior written consent.

5. Each delivery shall be accompanied by the order/dispo numbers, as well as the position number. Likewise, the order/dispo number and/or position number, shall be referenced and/or noted in all correspondence.
6. The address located on all orders must be observed by the Supplier. Failure to observe the agreed upon delivery address will result in additional charges and/or costs to the Supplier.
7. Acceptance of the goods is subject to further quantity and quality control.
8. Unless agreed otherwise in writing, the place of performance for deliveries and other services to be provided by the Supplier is only that which is specified in the order of delivery. Accordingly, Supplier shall bear the risk of transport.

VI. Ownership, assignment of claims

1. A reservation of title in favor of the Supplier as well as to third parties is excluded. The Supplier is only allowed to assign its claims against us upon our prior written confirmation.
2. Any and all material transferred by us to the Supplier within the framework of the contract remains our property. In the event material passed to the Supplier by us is combined, mixed and/or processed with other materials within the framework of the parties' contract, we shall become a proportional co-owner of the new material. Different movable materials of which one is considered a key component, may only be combined with our express written consent. The Supplier shall be liable for any loss and/or damage to our property.

VII. Rights in case of defect

1. The Supplier expressly waives its right of assumption of approval under § 377 HGB, according to which the goods shall be deemed as approved if the notification of a defect is not immediately after the discovery, unless the defects obviously occurs.
2. In the event of a defective delivery, we may request subsequent performance at our own discretion. If the Supplier attempts to cure the defect, such remedy is considered to have failed after the first unsuccessful attempt. The Supplier shall be liable for all actual costs, expenses and damages related to or arising from defective goods and/or services, including the cost of disposal. We are entitled to all legal claims under warranty in full.

VIII. Product liability, exemption

1. If the Supplier is responsible for product loss, the Supplier shall be obliged to exempt us from third-party claims for damages at the first request, insofar as the cause of the loss is located within the Supplier's sphere of control and organization and insofar as the Supplier is liable in the external relationship.
2. Within the context of the Supplier's liability in case of damage within the meaning of the preceding paragraph, the Supplier is also obliged to reimburse us for any and all expenses pursuant to sections 683, 670 of the German Civil Code (BGB) and/or in accordance with sections 830, 840, 426 of the German Civil Code (BGB), which arise and/or are related to any recall actions. We will inform the Supplier of the content and scope of the recall measures to be performed - to the extent possible

and reasonable - and allow the Supplier the opportunity for comment. Additional legal and/or statutory claims and rights shall be reserved and are not waived.

IX. Contract documents, non-disclosure and data Protection

1. The Supplier is obliged to treat as strictly confidential all information concerning our business transactions which are not available to the public.
2. All documents made available to the Supplier by us remain our property. All documents must be kept strictly confidential by the Supplier and may not be disclosed to third parties and in particular may not be used for promotional purposes. After termination of the contract, the Supplier will return all documents to us.
3. We will collect, process or use personal data from the supplier or his employees for processing purposes. Personal data include particularly the company name, the name of the contract person as well as telephone or fax numbers or e-mail addresses. Processing of personal data take place in compliance with the relevant data protection regulations and only serves the own business process. These data will neither be made available nor be forwarded to third parties and will be deleted as soon as the data will not longer serve a purpose. The supplier is hereby informed according to § 33 BDSG (latest version) and Article 14 of the regulation (EU) 679/2016 (general data protection regulation).

X. Final provisions

1. The place of performance for payments is Paderborn.
2. The requirement of a written form in these terms and conditions shall be written form through text form (Telefax, E-Mail, letter). Changes and/or cancellations to the written form requirement must be in writing.
3. The courts of Bielefeld shall have exclusive jurisdiction for any disputes arising directly or indirectly from the contractual relationship of the parties. However, at our discretion, we shall also be entitled to bring action at the competent court for the place of business of the Supplier.
4. The German law applies exclusively with the exclusion of the UN Sales Convention.
5. If any clause in these conditions is or becomes invalid and/or there is a loophole, the validity of the other conditions and of the contract as a whole shall not thereby be affected. A fully or partially invalid provision shall be replaced by an appropriate provision which, as far as is possible, approximates as closely as possible to the intention of the contractual parties. A loophole has to be filled with the rule the parties would have agreed, had they recognized the point on conclusion of contract.