

§ 1 Scope of application:

- (1) The following terms and conditions shall apply to all of our deliveries and services. These terms and conditions shall also apply to future transactions, even if they are not expressly referred to as part of the contract in each individual case.
- (2) Conflicting terms and conditions, in particular the customer's terms and conditions of purchase, shall be invalid in their entirety and without our objection being required, even if they are sent to us multiple times. Any amendments to our General Terms and Conditions of Sale and Delivery require the written form.

§ 2 Offer, acceptance, order confirmation:

- (1) Our offers are subject to change without notice.
- (2) We accept orders by confirming the orders in writing.
- (3) Information, recommendations, or advice provided during contract negotiations are non-binding.

§ 3 Price:

- (1) Unless otherwise agreed, the prices valid on the day of delivery/service shall apply.
- (2) If prices have been agreed and the costs on which these prices are based change, we shall be entitled to adjust the prices in line with the change in costs.
- (3) All prices are quoted net and in Euros, ex works, and include standard packaging. If the customer requests special packaging (e.g., individual packaging, sea packaging), these costs shall be charged additionally.
- (4) If the delivery/service is delayed due to circumstances within the customer's sphere of influence, we shall be entitled to offset any additional costs incurred by raising our prices accordingly. This shall not affect our right to compensation for any other damages incurred by us.
- (5) All taxes, customs duties, and other charges payable by the customer upon acceptance of the delivery/service shall be borne by the customer, unless we have expressly agreed in writing to bear these costs.

§ 4 Place of performance, delivery/service:

- (1) The place of performance shall be the registered office of the seller.
- (2) Shipping and transport shall be carried out at the expense and risk of the customer. As soon as the customer is offered delivery at the place of performance, all risks shall pass to the customer. If the customer does not accept the delivery, they shall be in default of acceptance. Moreover, in this case our delivery shall be deemed to have been made and we shall be at liberty to store the goods at the customer's expense. Any storage costs incurred as a result shall be reimbursed to us immediately.
- (3) We are entitled to make partial deliveries; these are subject to all contractual provisions.
- (4) If we are unable to deliver or perform at the agreed time due to unforeseen circumstances beyond our control (force majeure (also see §8), delayed delivery by suppliers, etc.) we shall be entitled to deliver or perform at the next possible date, provided that the acceptance of the delivery/service is not unreasonable for the customer at that time. Otherwise, we shall be entitled to withdraw from the contract. In the case of other delays in delivery or service we only accept liability in the event of gross negligence or intent on our part.

§ 5 Warranty and liability:

- (1) We warrant that the subject matter of the contract (delivery or service) complies with the agreed specifications.
In the event of conversions or additions to existing systems, we only check the interfaces to ensure that our services can be connected to the existing system. We do not check, however, whether the existing system functions alone or in conjunction with our services. We do not provide any warranty for this and accept no liability.
- (2) The customer shall carefully inspect the subject matter of the contract (delivery or service) upon acceptance and report any defects in writing within five working days of delivery of the subject matter of the contract, failing which any claims – including those arising from consequential damage caused by defects – shall be excluded. If a defect is reported within the specified period, we shall be entitled to remedy the defect, replace the defective goods, take them back against credit of the price, or grant a price reduction. The customer shall not be entitled to any other claims.
- (3) The warranty period is 12 months and begins upon delivery, as soon as the goods are handed over to the customer at the place of performance, and in the case of services, as soon as the customer has accepted them.
- (4) The customer is not permitted to withhold payments due to warranty or other claims.
- (5) We shall not be liable for damages in cases of slight and minor gross negligence. We do not assume any liability for consequential damages and in particular lost profits. Our liability is limited to the amount covered by our insurance.
- (6) The return of rejected goods requires our express prior consent and is at the expense and risk of the customer. If the goods are returned without our prior consent, we are entitled to refuse to accept the returned goods and to send them back to the customer at the customer's expense.
- (7) Verbal information shall only be binding if confirmed in writing. We shall not be liable for the successful outcome of consulting services.

§ 6 Retention of title

- (1) We retain title to the delivered subject matter of the contract (reserved goods) until the customer has fulfilled all obligations, in particular until the purchase price has been paid in full.
- (2) The customer shall be entitled to resell the goods subject to retention of title. This entitlement shall lapse if the customer defaults on payment or if there is reason to believe that the customer will not be able to pay our claim in full when it falls due.
- (3) If the reserved goods are resold by the customer, the customer hereby assigns to us all claims to which it is entitled from the resale or other realization up to the amount of our claim to the sales price. The customer undertakes to record this assignment in its books. The proceeds from the resale of the goods subject to retention of title must cover the liabilities owed to Asta Foodtec. Until revoked, the customer shall be authorized to collect these assigned claims in its own name on our behalf. In the event the customer resells the goods subject to retention of title on credit it shall be obliged to retain the ownership.

- (4) The customer shall assign to us any insurance claims or claims for damages arising from any destruction of or damage to the goods subject to retention of title.
- (5) Pledging and chattel mortgaging of the goods subject to retention of title shall not be permitted.

§ 7 Payment and default:

- (1) The place of performance for payments shall be the registered office of the seller.
- (2) Bills of exchange and checks shall only be accepted on account of payment and upon written agreement.
- (3) The purchase price shall be payable within 14 days of the invoice date without any deductions and free of costs and expenses.
- (4) If the payment is not made when due, we are entitled to
 - postpone the fulfilment of our obligations until the outstanding payment has been made,
 - extend the delivery or service period by an appropriate amount of time,
 - demand payment of the entire outstanding sum,
 - charge all reminder and collection costs as well as the statutory default interest, or,
 - withdraw from the contract if a reasonable grace period is not observed, in which case, even if the performance is divisible, we shall also be entitled to withdraw from the entire contract. In this case, the customer shall be obliged to pay us a cancellation fee of 10% of the price immediately upon notice of withdrawal and to compensate us for any further damages, including lost profits.
- (5) If enforcement proceedings are instituted against the customer's assets or if there are doubts about the customer's solvency, we shall be entitled to
 - to declare all claims immediately due and payable, regardless of their initial due date,
 - withhold all deliveries and services from contracts that have not yet been fulfilled and only perform them against advance payment. If the customer refuses to pay in advance, we may withdraw from the contract and claim damages, including for lost profits.
- (6) If the customer is in default of acceptance or if our delivery is delayed for other reasons attributable to the buyer, the remuneration shall become due for payment immediately. The seller shall be entitled to demand compensation from the buyer for any damage incurred, including additional expenses (e.g., storage costs). In this case, we shall charge the buyer a lump-sum compensation amounting to 1% of the order value per calendar day (beginning with the delivery period or, if no delivery period has been specified, with the notification that the goods are ready for shipment). Statutory claims on our part (reimbursement of additional expenses, reasonable indemnification, termination) and our right to prove damages exceeding the above amount shall remain unaffected.
- (7) Payments shall always be applied to the oldest debt and the resulting interest and costs, even if they are designated otherwise.

§ 8 Force majeure

- (1) Cases of force majeure, such as: (declared or undeclared) war, military operations, extensive military mobilization; civil war, riots, rebellion or revolution,

military or a similar seizure of power, insurrection, acts of terrorism, sabotage or piracy; currency and trade restrictions, embargoes, sanctions; lawful or unlawful acts of public authorities, compliance with laws or government orders; epidemics, pandemics, natural disasters or extreme natural events; explosion, fire, destruction of equipment, prolonged failure of means of transport, telecommunications, information systems or energy; general labour unrest such as boycotts, strikes, etc. entail a postponement of delivery dates if the cases of force majeure have a significant influence on the timely complete or partial fulfilment of the contract.

- (2) The party unable to fulfil all or part of its obligations under the contract due to circumstances beyond its control shall notify the other party in writing of the commencement and, if possible, the end of the circumstances preventing the fulfilment of the contract.
- (3) The notification can be confirmed by the Chamber of Industry and Commerce of the respective country.
- (4) The failure of notification or untimely notification (beyond five working days after the occurrence of circumstances of force majeure) shall deprive the party of the right to invoke the above circumstances as a reason exempting it from liability for non-performance or improper performance of its obligations.
- (5) In the event that circumstances of force majeure persist for longer than six months, both parties shall seek a mutually acceptable solution regarding the continuation and/or the termination of the contract.
- (6) The parties agree that we shall be released from our obligation to deliver/perform services on time if the circumstances preventing delivery/service are not attributable to us but are due to the occurrence of circumstances beyond our control (in accordance with § 8 (1)). This shall be deemed as an event of force majeure. The same shall apply if we are not able to obtain delivery from our suppliers or if delivery is delayed because our suppliers or their logistics chain are affected by force majeure. We shall then deliver/perform the services immediately once the aforementioned circumstances have been eliminated.

§ 9 Use of software:

- (1) If the scope of delivery includes software, the buyer shall be granted a non-exclusive right to use the delivered software, including its documentation. The software is provided for use on the delivery item for which it is intended. It is not permitted to use the software on more than one system. The buyer may only reproduce, revise, translate, or convert the object code into source code to the extent permitted by law. The buyer undertakes not to remove manufacturer's information - in particular copyright notices - or to change such information without obtaining the prior express consent of the supplier.
- (2) All other rights relating to the software and documentation, including the copies, shall remain with the supplier or software supplier. Sub-licensing shall not be permitted.

General Terms and Conditions of Sale and Delivery of Asta Foodtec GmbH



§ 10 Legal venue and applicable law:

- (1) All legal relationships between us and the customer shall be subject to the substantive law of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods shall not apply.
- (2) The exclusive venue for disputes within the scope of the Lugano Convention or the Brussels I Regulation shall be the seller's registered office or the local or regional court with jurisdiction for the seller's registered office, respectively.

§ 11 Final provisions:

- (1) The customer shall not be entitled to offset any claims it may have against us with the remuneration claim due to us. The customer shall have no rights of retention.
- (2) The customer may not assign its claim for delivery or performance of the subject matter of the contract to third parties.
- (3) Contesting a contract due to an error on the part of the customer shall be excluded.
- (4) Any documents or information made available to the customer or otherwise come to its knowledge and which relate to us, our products, distribution partners, or other customers may not be passed on to third parties, particularly our competitors, or made accessible to them in any other way. The same applies to documents such as samples, drawings, drafts, and cost estimates that are handed over to the customer or otherwise come to its knowledge. All rights to such documents are reserved by us.
- (5) The customer shall guarantee that the drawings, sketches, models, etc. provided to us do not infringe any third-party rights. The customer shall indemnify and hold us harmless against all claims asserted against us by third parties due to an infringement of rights to the aforementioned items. In the event that such rights are asserted, we shall be entitled to withdraw from the contract without setting a grace period and to immediately suspend our delivery/performance without examining the legal situation and without the customer being entitled to any claims against us.
- (6) In the event that the customer violates any obligation set forth in these General Terms and Conditions of Sale and Delivery, in particular any obligation to transfer rights to its legal successor, the customer shall indemnify and hold us harmless against all claims by third parties resulting from such violation.
- (7) In the event that provisions of the contract are or become invalid or unenforceable, the remainder of the contract shall remain unaffected. Such invalid or unenforceable provisions shall be deemed to be superseded by valid and enforceable provisions that most closely approximate the intended economic purpose (severability clause).

Asta Foodtec GmbH

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