



General Terms and Conditions of Sale (GTCS) of Hochwald Foods GmbH

Version: November 2021

Section 1

Scope of application - Exclusion of Purchaser's general terms and conditions

1. Hochwald Foods GmbH, Bahnhofstraße 37-43 in 54424 Thalfang (hereinafter: "**Hochwald**") operates a dairy business. These General Terms and Conditions of Sale (hereinafter: "**GTCS**") shall apply for all contracts, agreements and legal transactions of any kind between Hochwald and one or more interested parties, contracting partner(s) and/or purchaser(s) (hereinafter: "**Purchaser**") connected with the manufacture and/or sale of dairy products by Hochwald and/or other products and services offered by Hochwald (hereinafter: "**Products**"), unless the Purchaser and Hochwald (hereinafter jointly: the "**Contracting Parties**") have reached an express deviating individual agreement in accordance with the provisions of these GTCS. These GTCS shall also apply for continued business relationships without this having to be expressly agreed again. They shall apply to all current and future business relations with the Purchaser.
2. Depending on the type of performance, the Contracting Parties shall definitively specify the scope of performance or the respective performance obligations, as required, in text or written form in one or more individual and/or ancillary contracts (hereinafter: "**Individual Contract**") (e.g. contract specifications, lists of requirements, supplementary agreements, order confirmations, appendices) subject to the application of these GTCS. All such Individual Contracts shall be contractual components of these GTCS.
3. The GTCS of Hochwald shall apply only to entrepreneurs within the meaning of § 14 sec. 1 of the Civil Code of the Federal Republic of Germany (Bürgerliches Gesetzbuch, BGB) as well as legal entities under public law and special funds under public law within the meaning of § 310 sec. 1 BGB.
4. If individual contractual agreements have been concluded between the Purchaser and a legal representative of Hochwald on behalf of Hochwald in text form or in writing, these shall take precedence over the GTCS insofar as these conflict with the latter or there are ambiguities. In all other respects, these individual contractual agreements shall be supplemented by the GTCS.

5. Hochwald shall be entitled to modify the content of the GTCS, particularly in the event of changes to the law, changes to regulatory or industry-specific requirements, changes to case law, changes to customary contractual formulas (for example Incoterms) or changes to economic circumstances. In such a case, Hochwald shall inform the Purchaser accordingly by sending new GTCS. If the Purchaser does not raise an objection within four weeks of receipt of the new GTCS, this shall be deemed to be Purchaser's consent to the amended GTCS and these amended GTCS shall then be incorporated into the contractual relationship between Hochwald and the Purchaser.
6. These GTCS apply exclusively. The applicability of the Purchaser's general terms and conditions or other terms and conditions of the Purchaser is hereby expressly rejected also if Hochwald perform delivery despite knowledge of differing or contrary terms of the Purchaser. The unconditional execution of the delivery and/or provision of any other service does not constitute any recognition of such conflicting terms and conditions by Hochwald, even if Hochwald is aware of these. The Purchaser's terms and conditions do not apply unless Hochwald has expressly agreed to their application in writing.
7. If the Purchaser does not object to the GTCS in text form or in writing within 10 working days of receipt of the GTCS or reference to the GTCS by Hochwald, the GTCS shall be deemed confirmed and become part of the contract.

Section 2

Conclusion of contract - Ordering process - Purchase quantities - Sales markets

1. The offers made and information and documents (including leaflets, sales folders, price lists or brochures) provided by Hochwald are non-binding.
2. An obligation to deliver shall only arise through the acceptance in text form or in writing (email is sufficient) of the respective individual order placed by the Purchaser and the condition of previously jointly agreed quantities. In addition delivery is conditioned upon timely and proper performance of all duties of the Purchaser. Defences based on non-performance of the contract are reserved.
3. Hochwald is entitled, but not obliged, to use qualified subcontractors to fulfil its obligations.
4. Quantities agreed between the Contracting Parties are subject to actual availability.
5. The acceptance of an order shall always be subject to correct and timely delivery by Hochwald's suppliers. This only applies in the event that Hochwald is not responsible for the non-delivery by the supplier. The Purchaser shall be informed immediately of the non-availability of the service. Any compensation already paid shall be refunded without delay.

6. Performance and quality specifications by Hochwald do not constitute guarantees of quality or other guarantees. A guarantee shall only exist if it is expressly designated as a "guarantee".
7. **Sales markets:** The Purchaser is obliged to expressly specify to Hochwald in writing or text form – at the latest when the order is placed – the sales markets or countries (sales markets) in which the Products to be manufactured are intended to be sold and/or respectively put on the market (hereinafter: put on the market). The putting on the market of these Products in these sales markets is only deemed to be accepted by Hochwald if Hochwald expressly agrees in writing or text form to this putting on the market. If the Purchaser fails to expressly specify to Hochwald in writing or text form the sales markets in which the Products are intended to be or will be put on the market and these sales markets are not mutually agreed between the Contracting Parties, only the Federal Republic of Germany and the sales markets accepted by Hochwald in writing shall be deemed to be mutually agreed between the Contracting Parties.

For non agreed sales markets the Purchaser alone shall bear all risks, in particular of an economic and legal nature, and full responsibility for placing the Products on the market in sales markets.

In general Purchaser shall always be responsible at its own expense for obtaining all approvals, registrations, licenses, permits or other administrative documents, including, but not limited to, operating permits, import licenses and foreign exchange permits to enable the Products to be imported and put on the market in the sales market by Purchaser.

Purchaser shall indemnify Hochwald against all risks and damages resulting from violation of its aforementioned obligations according to Section 9 of this GTCS.

Section 3 Prices - Terms of payment - Offsetting – Retention

1. Unless otherwise stated in the order confirmation, Hochwald's prices shall apply "ex works" (from warehouse) for a self-collection. Any costs in addition to this are to be borne separately by the Purchaser.
2. Hochwald reserves the right to change its prices accordingly if cost reductions or cost increases occur after conclusion of the contract, in particular due to collective wage agreements or changes in the price of materials and/or raw materials. Proof of these costs shall be provided to the Purchaser on request. In the event of an adjustment, Hochwald shall notify the Purchaser of the adjustment.

3. The statutory VAT is not included in Hochwald's prices; this, if it actually applies, shall be shown separately on the invoice at the statutory rate on the day of invoicing.
4. Unless otherwise provided in the order confirmation, the purchase price shall be due for payment net (without any deductions) within 8 days of the invoice date.
5. The Purchaser shall only be entitled to set-off and/or to a right of retention if the Purchaser's counterclaims are legally binding and enforceable by a legally binding judgement (res judicata) or are undisputed between the Contracting Parties.
6. If the Purchaser is in default of payment of a claim, all other claims against the Purchaser can be declared due.
7. Hochwald is entitled to assign and transfer claims against the Purchaser to third parties, in particular for general financing purposes.

Section 4 Delivery - Delivery period - Force majeure

1. Hochwald is entitled to effect partial performance or partial deliveries to a reasonable extent. The Purchaser may not reject such partial deliveries.
2. The start of the delivery period stated by Hochwald shall be subject to clarification of all technical questions and the timely cooperation and/or performance of the Purchaser, insofar as this is required or agreed. In addition, the Contracting Parties agree – with regard to the timely delivery of the Products on each delivery date in accordance with the respective order – a three-week “transition period” in favour of Hochwald, insofar as the nature of the Products, particularly with regard to perishability, permits this. Deliveries within this “transition period”, calculated from the respective delivery date, shall be deemed to be in accordance with the contract, on time and shall not trigger any delay or compensation, provided that the Products were made available by Hochwald for dispatch ex works in due time.
3. Compliance with Hochwald's obligation to deliver shall depend on the timely and proper fulfilment of the Purchaser's obligations. The defence of non-performance of the contract (§ 320 BGB and the defence of uncertainty (§ 321 BGB) remain reserved. The time of provision of the Products ex works shall be decisive for the timeliness of the delivery obligation.

4. If the Purchaser defaults on acceptance or culpably breaches other obligations to cooperate, Hochwald shall be entitled to demand and claim any compensation for any damage incurred in this respect, including any additional expenditure and any expenses. Further claims remain reserved.
5. Insofar as the requirements of Section 4 Clause 4 of these GTCS are met, the risk of accidental loss or an accidental deterioration of the Products shall pass to the Purchaser at the time at which the latter enters into a default of acceptance or default of debt.
6. The provisions and limitations of liability of Section 9 of these GTCS shall also apply to any claims of the Purchaser arising from delay in delivery.
7. Unavoidable events and dangers which lead to an impairment of production or other impairment of contractual obligations, e.g. natural disasters of any kind, in particular earthquakes, floods, storms; fire; pandemics; epidemics and other spread of infectious diseases, including SARS/Covid-19 and mutations thereof; shortfall of raw materials; riots; blockades; boycotts; embargoes; hostage-taking; product extortion; revolution and strikes; terrorism and criminal acts of third parties; accidents; nuclear energy or other ionising radiation, nuclear reaction, radioactive radiation or radioactive contamination of any kind; use of chemical, biological, biochemical substances or electromagnetic waves by third parties for purposes of misuse; seizure, confiscation or other interference by high authorities; quarantine or customs measures (hereinafter: "**Force Majeure**"), shall suspend Hochwald's delivery obligation for the length of their duration and to the extent of their effect. In the event of Force Majeure, Hochwald's liability for non-delivery or delay shall be excluded. The Contracting Parties are obliged to inform each other if they have knowledge of Force Majeure affecting the contractual relationship.
8. The Purchaser must provide Hochwald with all documents and information relating to the Products to be delivered, including their packaging, without delay and without being requested to do so, insofar as this is required due to the specific performance of the service.

Section 5
Incoterms - Transfer of risk - Transport insurance - Inspection rights

1. Unless otherwise stated in the order confirmation or in individual agreements, delivery is agreed as "**EXW (INCOTERM 2020)**" during Hochwald's usual business hours at the point of destination.
2. In the case of mail-order purchasing, Hochwald is also entitled to dispatch the Products to be delivered from a place other than the place of performance.

3. The delivery shall not be insured by Hochwald unless the Parties have expressly agreed otherwise. The Purchaser is obliged to adequately insure the Products at replacement value against fire, water and theft damage at its own expense. The Purchaser is obliged to provide Hochwald with proof of insurance on first request.
4. Inspections and controls by the Purchaser must be notified in good time, require the prior consent of Hochwald and must not impair Hochwald's normal business operations. Inspections and controls are to be carried out only during normal business hours and in compliance with hygiene and safety regulations. The costs of all inspections and controls carried out or arranged by the Purchaser shall be borne by the Purchaser.

Section 6 **Food regulation requirements - General regulations - Quality**

1. Hochwald is obliged to comply only with the statutory food regulation requirements of the Federal Republic of Germany which are mandatory for Hochwald and the statutory food regulation requirements of the European Union.
2. If other regulations than those of the Federal Republic of Germany or the European Union are applicable (e.g. local regulations of the intended sales markets) ("hereinafter: **Other Regulations**"), the Purchaser is obliged to inform Hochwald of these Other Regulations in good time and in full (e.g. by submitting official and regulatory notifications, regulations and legal texts) without being asked to do so. The information provided must be in German or English. Hochwald undertakes to check whether and to what extent the manufacture of the respective Product concerned is possible for Hochwald, taking into account these Other Regulations, as provided by the Contracting Party. Without Hochwald's express consent in writing, production and delivery under these Other Regulations shall be refused without this triggering any claims for damages or other claims to the detriment of Hochwald.

If the Purchaser requests the production and delivery of the Products even though Hochwald did not give its consent or the Purchaser is aware that Hochwald cannot or under certain circumstances will not comply with any Other Regulations, the Purchaser shall bear all risks existing in connection with this, in particular of an economic nature, and shall fully indemnify Hochwald against any claims of third parties in connection with this, should Hochwald carry out the production and delivery of the Products concerned at the request of the Purchaser.

3. Hochwald shall manufacture, pack and handle the Products in consideration of and in compliance with the quality requirements or specifications mutually agreed in these GTCS and in the Individual Contracts between the Contracting Parties, if such exist. If no quality requirements have been agreed, the regulations and specifications of Hochwald shall apply,

taking into account the statutory and official regulations that are relevant for Hochwald according to these GTCS.

4. Hochwald shall carry out or has carried out all necessary quality controls, at least in compliance with the relevant statutory provisions.
5. The Purchaser is obliged, insofar as the Purchaser provides product specifications, to notify Hochwald immediately and without being asked of any specification-relevant changes to the Product. Hochwald is obliged to check whether it is possible to manufacture the Product under modified requirements and the Purchaser has the right to refuse production and delivery without this triggering any claims for damages or other claims to the detriment of Hochwald.
6. Insofar as the Purchaser carries out further processing of the Product, it shall comply at least with all requirements of the latest valid **International Featured Standards (IFS)**, irrespective of whether the Purchaser is IFS-certified, and otherwise with standards customary in the industry and relevant statutory provisions applicable to it, particularly in the area of food production and food law. In the event of a breach, claims against Hochwald shall be excluded. The Purchaser shall be obliged to provide evidence and proof with regard to compliance with the IFS standards.
7. Insofar as product complaints are received from the Purchaser's contractual partners or from consumers in relation to the Products, the Purchaser is obliged to inform Hochwald of this without delay and to coordinate the subsequent procedure.
8. In the event of complaints or other quality deviations, the Purchaser undertakes to support Hochwald without delay and as quickly as possible in the preparation of statements and to provide any necessary and existing evidence and/or other documents for the processing of complaints. If in the context of immediate processing not all information and documents have yet been made available to Hochwald, the Purchaser shall – insofar as this lies within its sphere of influence – hand over corresponding information without delay.
9. The Purchaser is obliged to handle the Products with care at all times, in a product-specific manner and in accordance with the handling instructions and handling information.

Section 7
Inspection obligations - Complaints - Measures in case of product defects - Other obligations of the Purchaser

1. The Purchaser must always carry out a proper inspection of the Products immediately after delivery.
2. Defects which are not immediately notified to Hochwald shall not give rise to any claims to the detriment of Hochwald.
3. Precondition for any claim of the Purchaser is the Purchaser's full compliance with all statutory and contractual requirements regarding the Purchaser's inspection obligations.
4. In addition, the Purchaser must immediately, insofar as the Purchaser is able to based on the nature of the Product – in particular before any further processing of the Product – itself carry out microbiological, chemical and other comparable examinations of the Product or have such examinations carried out by a specialist at its own expense and immediately notify Hochwald in writing of any defect.
5. Complaints of any kind relating to the performance of the service must be notified to Hochwald in writing immediately upon discovery, in the event of urgency in advance by email and if there is danger in delay in advance by telephone, so that Hochwald has the opportunity to remedy the situation.
6. Notices of defects must be given in writing. The Purchaser is obliged to provide Hochwald with a sufficient number of return samples of defective Products and to keep these available. Hochwald is entitled to demand proof from the Purchaser of the uninterrupted cold chain.
7. If the Purchaser discovers, must discover or has reason to believe that the Products which the Purchaser has ordered from Hochwald or received from a delivery by Hochwald do not comply with the food safety requirements, the Purchaser shall inform Hochwald of this immediately in advance by telephone and in text form (by email or fax) and the Purchaser shall initiate procedures and implement measures without delay in order to reduce all risks, hazards and damage which arise or could arise from the unsafe Products in compliance with the law, in accordance with any requirements of authorities and in compliance with the duty to minimise damage with all means at its disposal, and the Purchaser shall support Hochwald in complying with all legal requirements. The question of whether a foodstuff is safe shall be determined according to Regulation (EC) No 178/2002 of the European Union (General Food Law Regulation).

8. The Purchaser is obliged to comply with the German Act on the Strengthening of Organisations and Supply Chains in the Agricultural Sector (Agrarorganisationen-und-Lieferketten-Gesetz, AgrarOLkG) vis-à-vis Hochwald, even if the Purchaser and/or the legal transaction does not fall under the scope of this Act.
9. The Purchaser warrants that it will respect human rights as defined in the Universal Declaration of Human Rights (A/RES/217, UN Doc. 217/A-(III)) of the United Nations.

Section 8 **Subsequent performance and limitation period**

1. Insofar as there is a defect in the Products that Hochwald has demonstrably caused and is responsible for, Hochwald shall be entitled to provide a cure in the form of delivery of a new item free of defects.
2. A defect in the Products shall not entitle the Purchaser to withdraw from the contract. The termination provisions set out in these GTCS are definitive provisions for the Purchaser with regard to termination of the contract with Hochwald.
3. The limitation period for claims for defects and in particular all claims for damages is 12 months from transfer of risk.

Section 9 **Limitation of liability - Contributory negligence - Indemnification**

1. In the event of property damage and financial loss caused by simple negligence, Hochwald shall only be liable in the event of a breach of an essential obligation; the amount of liability shall be limited, however, to the damage foreseeable at the time of conclusion of the contract and typical for the type of contract; essential obligations are those whose fulfilment characterises the contract and on which the customer may rely
2. In cases of damage caused by simple negligence, Hochwald shall be liable, notwithstanding the above Section 9 Clause 1, for all property damage and financial loss in the fulfilment of its obligations up to the following **maximum liability amounts** for all damage events per calendar year cumulatively:
 - a) Property damage: **EUR 500,000**
 - b) Consequential damage resulting from personal injury or property damage: **EUR 250,000**
 - c) For pure financial loss and immaterial damage: **EUR 200,000**
(This also includes, in particular, damage as a result of breaches of confidentiality and data protection obligations, damage in relation to the value of the Purchaser's company and reputational damage).

3. In cases of damage caused by gross negligence, Hochwald shall be liable, notwithstanding the above Section 9 Clause 1, for all property damage and financial loss in the fulfilment of its obligations up to the following **maximum liability amounts** for all damage events per calendar year cumulatively:
 - a) Property damage: **EUR 750,000**
 - b) Consequential damage resulting from personal injury or property damage: **EUR 500,000**
 - c) For pure financial loss and immaterial damage: **EUR 250,000**
(This also includes, in particular, damage as a result of breaches of confidentiality and data protection obligations, damage in relation to the value of the Purchaser's company and reputational damage).
4. The above limitations shall also apply insofar as the Purchaser demands compensation for wasted expenditure instead of performance in lieu of a claim for compensation for damage.
5. Liability for loss of profit is excluded to the legally permitted extent.
6. Hochwald's liability is excluded for damage that has been caused or is caused by the Purchaser or the Purchaser's legal representatives or other vicarious agents or assistants, by an act or omission, and/or which arises or has arisen as a result of Hochwald having complied with an instruction from the Purchaser.
7. Third parties are not included in the scope of protection of the contractual relationship between the Contracting Parties, unless the Contracting Parties have expressly agreed otherwise in writing.
8. The Contracting Parties agree and accept that damage exceeding EUR 750,000 constitutes **unusually extensive damage** within the meaning of § 254 sec. 2 BGB and that the Purchaser must draw attention to this risk.
9. Insofar as Hochwald's liability is excluded or limited as set out above, this shall also apply to the personal liability of employees, staff, representatives and other vicarious agents and also to the liability of companies affiliated with Hochwald.
10. The Purchaser shall indemnify Hochwald on first request against all third-party claims and damages which are attributable to the fact that the Products have been placed on the market in sales markets other than those specified in accordance with Section 2 Clause 9 of these GTCS.

11. Furthermore, the Purchaser shall indemnify Hochwald on first request against all third-party claims and damages asserted against Hochwald or suffered by Hochwald as a result of third parties – in particular end customers and authorities – asserting claims against Hochwald due to a defect in the delivered Product and/or the infringement of proprietary rights in the case of manufacture under the Purchaser's brand, although Hochwald is not or not exclusively responsible for the defect and damage and the claim is attributable to an act or omission on the part of the Purchaser and/or its vicarious agents.
12. In the event of fault on the part of several of the parties involved, Hochwald shall be liable at most only up to the amount of its own degree of fault in each case, taking into account the limitations of liability in the above sections.
13. In the event of a claim, the Purchaser is obliged to notify Hochwald immediately, in full and in writing of all facts known to it which substantiate a claim. In the event of damages, the Purchaser shall bear the burden of presentation and proof.

Section 10
Retention of title - Rights to documents - Intellectual property - Rights of use

1. Hochwald retains ownership of the Products until full settlement of all owed or still outstanding current and future payments and claims arising from the business relationship with the Purchaser. The Purchaser shall assign to Hochwald any claim or compensation it may receive for damage to or destruction or loss of these Products.
2. In the event of a breach of contract by the Purchaser, in particular in the case of default in payment, Hochwald shall be entitled, after setting a reasonable deadline, to prohibit the Purchaser from continuing to sell the Products concerned. In addition, Hochwald shall be entitled to take back the Products and, after taking back the Products, Hochwald shall be entitled but not obliged to utilise them; any utilisation proceeds shall be set off against the Purchaser's liabilities, subtracting reasonable utilisation costs. The costs of taking back the Products shall be borne by the Purchaser. However, in the event that Hochwald exercises its right of retention of title and insofar as, in individual cases, Hochwald permits the Purchaser to resell the Products in the ordinary course of business, the Purchaser hereby assigns to Hochwald all claims in the sum of the final invoice amount (including VAT) of the relevant outstanding claims accruing to it from the resale to Purchasers's customers or third parties, irrespective of whether the Products have been resold with or without further processing, whereby the assigned claims may not significantly exceed the value of the secured claims, such that a release is effected in this respect. The Purchaser also remains authorised to collect this debt after the assignment. Hochwald's authority to collect the claim itself remains unaffected by this. Hochwald undertakes, however, not to collect the debt as long as the

Purchaser meets its payment obligations from any revenues received, does not enter into default of payment and, in particular, there is no application for bankruptcy, insolvency or settlement proceedings or a cessation of payments. If this is the case, however, Hochwald can request that the Purchaser disclose the claims assigned and the debtor in question, provide all information required for collection, surrender the relevant documents and notify the debtor (third parties) of the assignment.

3. If the retention of title or the assignment is not effective according to the law within the scope of application in which the Products are actually located, the securing of Hochwald's claims equivalent to retention of title or assignment under the law applicable in this respect shall be deemed to have been agreed. If the Purchaser's cooperation is required for this, it shall be obliged, at Hochwald's request, to take all measures at its own expense which are necessary to establish and maintain the relevant rights.
4. Hochwald shall retain ownership rights and copyrights to illustrations, drawings, specifications, calculations and other documents provided to the Purchaser. In particular, this also applies to written documents which are not designated as "confidential". The Purchaser shall require Hochwald's express written consent before passing these on to third parties.
5. The Purchaser shall at no time acquire licences or other rights of use to Hochwald's industrial property rights, unless it has been expressly granted such rights or these are derived from the nature of the business relationship. In case of doubt, any rights, licences and other rights of use shall be regulated separately. Any form of exclusive granting of rights shall always require mutual agreement in writing.
6. The Purchaser is expressly prohibited from applying for and/or registering rights in a designated register, office or comparable institution for the protection of industrial property rights, trademarks or domains (second-level domains) which are connected with the Products and/or the business operations of Hochwald and/or which infringe the rights of Hochwald. Likewise, the Purchaser is expressly prohibited from imitating Hochwald's industrial property rights – in particular product recipes, trade dresses, trademarks and manufacturing processes – itself or via third parties, and from using them in any way or granting third parties the right to use them. The obligation to refrain applies worldwide.
7. Insofar as the Purchaser provides Hochwald with documents, recipes and/or brands and designs in the course of the business relationship, the Purchaser shall grant Hochwald all rights which must be granted to Hochwald in order to fulfil contractual obligations.

Section 11
Pallet exchange - Packaging material

1. Exchangeable pallets shall be exchanged reciprocally. In the event of additional costs incurred by Hochwald due to the fact that reciprocal pallet exchange is not possible (e.g. due to the involvement of pallet service providers), Hochwald shall be entitled to pass these on to the Purchaser.

2. Hochwald shall be financially compensated for all packaging material relating to the Purchaser and raw materials and supplies held in stock which have been purchased or produced on the basis that the Purchaser will initiate orders in the indicated amount and which have remained unused because the Purchaser has not initiated or will not initiate (for a long time) orders in the corresponding amount, insofar as these remaining stocks of packaging material as well as raw materials and supplies cannot be used elsewhere.

Section 12
Print design – Declaration

In the event that Hochwald is obtaining respectively is using packaging material and/or trade designs, brand labels, advertising statements and/or recipes for the manufacture and supply of the Products on the basis and in accordance with the documents, request and/or specifications as provided respectively demanded by the Purchaser, Purchaser must ensure and guarantees that in particular third-party patents, industrial property rights and copyrights, designs, trade marks, recipes slogans, presentation are not violated as well as conformity of the declarations with the relevant standards of the sales markets, and it shall indemnify Hochwald, according to Section 9 of these GTCS, against all such third-party claims and violation of it's aforementioned obligations. Any damages and costs incurred by Hochwald in connection with this, in particular those of legal defence, shall be borne by the Purchaser and the Purchaser shall assume the warranty and liability for any infringement of third-party rights and/or public requirements.

Section 13
Resale to third parties

1. The Purchaser is obliged vis-à-vis Hochwald to ensure that commercial third parties to whom the Purchaser resells a Product (e.g. for the purpose of further processing) must comply with at least the same obligations and restrictions as the Purchaser under these GTCS.

2. In the event of a breach of the above paragraph, the Purchaser shall indemnify Hochwald against all resulting damage.

Section 14

Confidentiality and secrecy of information

1. Any fact relating to the operations of Hochwald or its subsidiaries which is not in the public domain but is known only to a limited group of persons and is not readily accessible (hereinafter: "Information") must be treated confidentially and kept secret by the Purchaser, irrespective of whether this fact is based on information received or obtained directly or indirectly, i.e. it must not be made accessible to third parties, either directly or indirectly, verbally or in writing or in any other way.
2. The Purchaser may not use the Information for its own commercial purposes unless otherwise expressly agreed in writing.
3. As far as Hochwald is concerned, the following Information in particular should be treated confidentially:
 - the content of the existing contract and its annexes
 - prices and terms and conditions
 - safety-relevant and technical aspects regarding operating procedures in the plants and production
 - insurance terms
 - results of audits and controls of Hochwald's operations and business processes
 - information on Hochwald's earnings and key business figures which are not published by Hochwald itself
 - information about Hochwald's risk management and IT security
 - product specifications and recipes as well as production processes
 - planning for new services, products or product changes and sales markets
4. The interest in the confidentiality of the aforementioned information lies primarily in the fact that this information is of great relevance to the economic success and competitiveness of Hochwald and is of high economic value overall.
5. The aforementioned categories of information are given special technical, organisational and legal protection at Hochwald. The Purchaser undertakes to maintain a level of protection which is appropriate to the need for protection.
6. This confidentiality and non-disclosure obligation shall continue to apply after termination of the contractual relationship. However, it does not apply to information that is demonstrably public knowledge. Public knowledge is to be assumed in particular if the Information
 - at the time of passing on or disclosure by Hochwald

- is already known to the public or is publicly accessible,
 - becomes public knowledge after receipt without any action on the part of the Purchaser,
 - is already in the possession of the Purchaser at the time of receipt,
 - has been obtained by the Purchaser from a third party without a corresponding confidentiality obligation on the part of the third party,
 - has been developed by the Purchaser independently without the use of Information received in this regard
7. The Purchaser undertakes to treat as confidential any information and documents provided to the Purchaser inadvertently or erroneously by Hochwald, to delete or destroy this/these and to immediately return this/these to the sender.
 8. The Purchaser also gives Hochwald its consent for the disclosure of its data to authorities if and to the extent the authorities request the data for official purposes.
 9. The Purchaser is prohibited from monitoring, examining, reverse-engineering or testing the Information, in particular trade secrets. The Purchaser shall in particular refrain from taking such actions in order to:
 - a) obtain or derive information about the confidential Information, in particular Hochwald's business secrets, or
 - b) compete directly or indirectly with Hochwald, or
 - c) produce or arrange the production of similar or identical products or services.
 10. The Purchaser shall impose a corresponding confidentiality obligation on the Purchaser's employees and other vicarious agents.

Section 15 Data protection

1. The Purchaser shall observe the relevant statutory data protection provisions, in particular the provisions of the European General Data Protection Regulation (GDPR) and the provisions of the Federal Data Protection Act (Bundesdatenschutzgesetz) of the Federal Republic of Germany (BDSG new). The Purchaser shall impose a corresponding data protection obligation on its employees and other vicarious agents.
2. The Purchaser warrants that, in the event of personal data being passed on to Hochwald, the Purchaser will comply with all the necessary legal requirements, in particular that it will obtain the necessary consent in advance or ensure legality in some other way.

3. Insofar as Hochwald is a processor within the meaning of the GDPR and therefore processes personal data on behalf of the Purchaser, the Purchaser, as the controller under the data protection law, shall be obliged in accordance with these GTCS to inform Hochwald of this circumstance and to conclude a separate data protection agreement with Hochwald in accordance with Article 28 GDPR.
4. In the event of commissioned data processing, the Purchaser shall without delay provide Hochwald with all the information required in the context of commissioned data processing (including the purpose and type of personal data to be processed).
5. The Purchaser confirms that Hochwald is entitled to process personal data from the sphere of the Purchaser which Hochwald collects for the purpose of providing the service and it confirms that it has ensured that the transfer of the personal data to Hochwald is lawful.

Section 16 Hochwald's Code of Conduct

The Purchaser undertakes to not fall below and/or to comply with the requirements and prohibitions of the current Code of Conduct of the Hochwald Group, which is available on the Hochwald website at www.hochwald.de and/or can be requested from Hochwald at any time.

Section 17 Contractual term – Termination

1. Unless the Contracting Parties have agreed otherwise, a contractual relationship shall run for an indefinite period and may be terminated with six months' notice to the end of the month.
2. The Contracting Parties are entitled to terminate the contractual relationship without notice if there is good cause. There is a good cause if the terminating party, taking into account all the circumstances of the specific case and weighing the interests of both parties, cannot reasonably be expected to continue the contractual relationship until the agreed end or until the expiry of a notice period. Good cause shall be deemed to exist in particular if:
 - a. the Contracting Party suffers financial collapse and as a result or for other economic reasons is not in a position to maintain the previous business operations in the previous manner in terms of nature and scope;
 - b. compulsory execution is levied against the assets of the Contracting Party, which could make proper fulfilment of the contractual obligations more difficult or impossible;

- c. the Purchaser is in arrears with at least one payment of the remuneration obligation for more than 8 weeks despite a reminder.
3. Notice of termination of the contractual relationship must always be given in writing. The date of receipt of the notice of termination shall be decisive for compliance with the notice period.

Section 18
Cancellation of previous agreements - Place of jurisdiction -
Place of performance - Applicable law

1. These GTCS supersede all previous verbal or written understandings, warranties, obligations, agreements or assurances between the Contracting Parties with regard to the subject matter of the contractual relationship, with the exception of written individual agreements between the Contracting Parties which have been validly signed by the legal representatives of Hochwald.
2. The place of performance for the services to be provided under the contract – unless otherwise prescribed by law – is Hochwald's registered office.
3. In business transactions with merchants, partnerships or legal entities, the **law of the Federal Republic of Germany** shall apply for all disputes between Hochwald and the Purchaser, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
4. German Private International Law (IPR) is - as far as legally permissible - excluded and does not apply.
5. Unless another place of jurisdiction is prescribed by law, the place of jurisdiction shall be **Frankfurt am Main, Germany**.