

**General Terms and Conditions of Sale of Westfälische Lebensmittelwerke
Lindemann GmbH & Co. KG, 32257 Bünde, Germany
(Version dated 28 February 2019)**

1. Contracts with Westfälische Lebensmittelwerke Lindemann GmbH & Co. KG, including order confirmations, must be concluded in writing (including by email), although text form, as defined by Section 126b of the German Civil Code (BGB), is sufficient. The minimum order value for purchase orders is EUR 1,000.00.
2. Deliveries shall be made at the agreed prices. Prices are 'net prices' within the meaning of the German Value Added Tax Act (UStG), in addition to which value added tax (VAT) in the legally stipulated amount shall be charged separately.
3. In the event of an increase in import or export duties or any other charges applicable to the base products of the goods or to the goods themselves at the time the contract is concluded, the prices shall be increased proportionally. The same shall apply to levies by the European Union and similar institutions, to price increases in respect of consumables, including energy, to price increases in respect of packaging costs if deliveries are made including containers, and to special costs due to freight complications as part of the purchase of raw goods. For "carriage paid" sales, the buyer must pay any extra freight charges incurred as a result of increases in the freight rates after conclusion of the contract. Freight surcharges caused by partial loads possibly afforded to the buyer, low water, high water, or ice surcharges, and other similar additional costs shall be borne by the buyer. Unless a fixed price agreement has been made, the seller reserves the right to make appropriate price changes due to changes in the cost of commodities, materials and wages, and in selling expenses for deliveries that take place three months or more after conclusion of the contract.
4.
 - a) The seller shall be released from the obligation to comply with contractual delivery periods if circumstances occur in Germany or abroad that prevent it from purchasing commodities, or hinder production, delivery, or loading. This includes, but is not limited to all difficulties in purchasing commodities (e.g. due to delays in harvesting), governmental measures affecting the procurement of foreign currencies, riots, strikes, strike action, lockouts, machine failures, any other disruptions to operations, lack of fuel, consumables and energy, lack of packaging materials, lack of vehicles, hindrance or suspension of shipping, other loading and transport difficulties in purchasing commodities or shipping the goods. In cases of this type or similar cases, the seller can postpone the agreed delivery time by a part or all of the duration of the impediment. The buyer must be notified accordingly in writing or by telex without undue delay. There is no other requirement as to form. If the impediment lasts longer than one month, the seller shall have the right to rescind a part or all of the contract. A declaration to this effect must be made in writing or in text form within a further 14 days.
 - b) In the event of fire damage, destruction of all or part of the factory facilities or the warehouses, the outbreak of epidemic diseases, the non-delivery of commodities, energy, consumables, or packaging by upstream supplies due to government measures or acts of God, the seller shall inform the buyer in writing or via telex without undue delay. The buyer shall be free to deliver goods of equal value to its own make, or to rescind a part or all of the contract. Unless a declaration to this effect is submitted within 30 calendar days of one of the above-mentioned events occurring, the seller shall only be entitled to postpone the delivery time by a part or all of the duration of the impediment.
 - c) In the event of an outbreak of war, mobilisation, imposition of a blockade, coming into effect of export and import bans in supplying or receiving countries, seizures or any other equivalent measures by German and/or foreign authorities, the seller shall be released from its obligation to fulfil the contract if and to the extent that these measures directly or indirectly affect the contract with the buyer and the seller declares its partial or full withdrawal from the contract. The last sentence of section 4. b) applies accordingly.
 - d) In the cases set out in section 4. a), b) and c), the seller is not obliged to replace cancelled deliveries by items purchased from third-party sources unless the buyer bears the addition costs incurred and accepts the delivery delays resulting from this.
5. All deliveries are made 'ex works' (Incoterms 2010) unless otherwise agreed herein or in the individual contract. If the parties agree that the seller shall ship the goods to the agreed receiving point or shall arrange for this to take place, the transport insurance shall be taken care of by the seller within the seller's standard scope.
6. Upon receipt, the goods must be checked for any damage, and to ensure that they are in the right quantity and/or are the specified weight or volume. Any damage should be reported immediately; complaints regarding the quantity or weight should be lodged without undue delay. Defects in quality should be reported without undue delay and within eight days of receipt of the goods at the latest. This does not apply to concealed defects, which must be reported promptly after their discovery. Late complaints shall not be accepted. Claims for defects shall lapse twelve months after the goods delivered by the seller have been handed over if the buyer is an entrepreneur, a legal entity under public law or a special fund under public law, as defined by Section 310 (1) BGB.
7. If items are provided with European Article Numbers (EAN) or their representation in barcode, we shall only guarantee the correct allocation of the EAN. If the barcode is illegible, we shall provide a guarantee only to the extent that the error rate appropriate for the general state of the art is exceeded in the total quantity of the relevant article manufactured by us. The standards published by GS1 Germany GmbH, Cologne shall be taken as the basis for this. The seller's legal and contractual liability for consequential damage is restricted to foreseeable and typical losses or damage, and in terms of amount, to USD 3,000,000 per damage event and to USD 3,000,000 for all damage events within a year unless
 - a) liability is based on loss of life, bodily injury or damage to health,
 - b) liability is based on a grossly negligent or wilful breach (i) of material contractual obligations by the seller, its senior executives or agents, or (ii) other duties by the seller or its senior executives,
 - c) the seller has fraudulently concealed a defect or provided a quality guarantee, or
 - d) other statutory liability provisions are required to be applied.
8.
 - a) Unless expressly agreed otherwise in the contract, payment must be made within 14 days without deductions. If payments are made later than agreed, customary bank interest and commission for unsecured credits shall be charged for the interim period without a special reminder having to be sent and without prejudice to the assertion of any further claims for compensation. All goods are delivered subject to retention of title and remain our property until all current and future claims (including outstanding balances) arising out of the business relationship with the buyer have been settled in full. The buyer may indeed dispose of the goods within the normal course of business, but may not pledge them, assign them as security, or dispose of them in any other way.
 - b) If all or a part of the goods are resold, all claims against the third party as a result of the sale, including all and any ancillary rights as security, shall be transferred to the seller, without the need for a special agreement with the seller or the third party. If the seller has serious doubts regarding the buyer's ability to pay, the buyer is late in paying, or an application is made to initiate insolvency or settlement proceedings against the assets of the buyer, the seller shall be entitled to claim back the goods at any time, even without setting a grace period (where the payment is overdue after a grace period has already been set) or stating its withdrawal from the contract, insofar as this seems necessary to cover all its claims. To this end, the seller shall be entitled to enter the premises in which the goods are being stored and to take possession of the goods. The buyer shall bear the cost of this.
 - c) If all or a part of the goods are processed by the buyer, the parties agree that this is performed on behalf or and with the consent of the seller, meaning that the seller is the producer of the item(s) within the meaning of Section 950 BGB and therefore acquires title to the new item(s). The title acquired by the seller to the newly produced item(s) shall be limited to a share of joint title in the ratio of the value of the newly produced item(s) to the value of the goods delivered and processed by the seller. The value of the goods delivered by the seller at the time of processing shall be authoritative. In case of doubt, it shall be assumed that the value of the processed goods is equal to the invoice amount.
 - d) As long as the buyer duly meets its payment obligations to the seller, the buyer shall be authorised until further notice to collect the claims transferred to the seller as security. This collection authorisation shall be restricted to the effect that the disposal of such claims shall be permissible only concurrent with the handover of the receipts to the seller; the amount of the receipts should be at least equal to the amount due to the seller from the claims assigned to it as security. The seller may revoke this collection authorisation, particularly if serious doubts arise regarding the buyer's ability to pay. The above-mentioned collection authorisation shall automatically lapse if the buyer suspends its payments. At the request of the seller, particularly in the event of the revocation or lapsing of the collection authorisation, the buyer must promptly make the debtors of the assigned claims known to the seller and provide the seller with all and any information and/or documents that it requests in order to assert its rights. The seller can notify the debtors of the assignment.
 - e) The seller's reservation of title to the goods and/or to the item(s) resulting from their processing is subject to a condition subsequent that, upon payment in full of all the seller's claims from its business relationship with the buyer, title to the goods under reservation and/or the item(s) resulting from their processing shall automatically pass to the buyer. At the buyer's request, the seller shall release securities due to it at its discretion to the extent that their value exceeds the claims to be secured by 20%. The buyer shall be entitled to offset only if its counterclaims have been recognised by declaratory judgement or are uncontested. The buyer shall be entitled to exercise a right of retention only to the extent that its counterclaim is based on the same contractual relationship.

9. The seller shall perform its services in conformity with the applicable German data protection provisions and the General Data Protection Regulation (EU) 2016/679, as amended (GDPR). The seller is not a commissioned processor within the meaning of the German Data Protection Act or the GDPR. If the seller receives personal or other data from the buyer, this shall be used solely for the fulfilment of its contractual obligations, unless otherwise agreed as part of a separate agreement between the parties. The seller may find it necessary, when fulfilling its contractual obligations, to forward or disclose personal data (e.g. to subcontractors, subsidiaries, authorities, customs, etc.). Details on the use of personal data are set out in the document entitled "Information in accordance with the General Data Protection Regulation". The buyer confirms that it has received a copy of the "Information in accordance with the General Data Protection Regulation" from the seller. This information can also be viewed at any time at www.lindemann.info.
10. The place of performance for deliveries is the seller's plant at 32257 Bünde, Germany. The place of performance for payments is 32257 Bünde, Germany.
11. If, upon conclusion of this contract, new obligations of any kind whatsoever are imposed on the seller by orders of an authority or an officially established agency, and if these obligations concern the sale or the delivery of the goods sold under this contract, the changes or supplements to these terms arising out of such requirements shall be considered as having been agreed between the parties.
12. The place of jurisdiction for both parties shall be 32257 Bünde, Germany, unless another exclusive place of jurisdiction exists. This contract shall be governed by the laws of the Federal Republic of Germany. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
13. These Terms and Conditions of Sale shall apply to all sales by the seller, in an ongoing business relationship including for future sales, without the need for express repeat reference to these. Any conditions of the buyer that conflict with or deviate from these Terms and Conditions of Sale shall only apply if the seller expressly consents to them in writing. Any invalidity of individual provisions within these Terms and Conditions of Sale or the delivery contract shall not affect the validity of the remaining provisions. An invalid provision shall be replaced with a provision that most closely approximates its economic substance.
14. To comply with certain social and environmental standards, the BSCI Code of Conduct (January 2014 version) must be observed and complied with by the buyer in its entirety, without any change to or cancellation of individual provisions. The precise wording of the BSCI Code of Conduct may be obtained free of charge from the seller upon request, or accessed online at www.amfori.org.