

GENERAL TERMS AND CONDITIONS OF GLATZ GMBH

General provisions

1. The business transactions of Glatz GmbH are governed exclusively by these General Terms and Conditions (GTC). In the event that a provision in an individual contract conflicts with the GTC, the former shall take precedence. In the event that the terms and conditions of the Waren-Verein der Hamburger Börse e.V. (Hamburg Stock Exchange Commodity Exchange) or other customary practices are to apply and these conflict with the GTC or with provisions of the individual contract, the GTC or the individual contract shall take precedence.
2. Should one or more provisions of the GTC be invalid, this shall not affect the validity of the other provisions. A provision shall be applied that comes closest to the purpose of the originally intended provision.
3. Offsetting or retention with or against claims of GLATZ GMBH that have not been expressly acknowledged in writing by GLATZ GMBH, including those arising from the warranty provided by the contractual partner, is excluded. Disputes about the amount of remuneration to be paid to the contractual partner do not entitle the latter to suspend its performance in whole or in part, even temporarily.
4. Claims against GLATZ GMBH may only be assigned with the prior written consent of GLATZ GMBH. The contractual partner shall deliver only goods that are exclusively in its unrestricted ownership.

General provisions for purchasing

5. Offers made by the contractual partner are free of charge, even if they were prepared at the request of GLATZ GMBH. When submitting an offer, the contractual partner must adhere to the request and expressly point out any deviations. Offer documents will not be returned; any samples will be provided free of charge.
6. The complete or partial transfer of the order fulfilment to third parties requires the express prior approval of GLATZ GMBH. The contractual partner is also liable for compliance with these General Terms and Conditions on the part of its vicarious agents.

7. After GLATZ GMBH has placed an order, the contractual partner is obliged to confirm this immediately in writing or to notify GLATZ GMBH in writing within three working days of receiving the order that it does not accept it. The contractual partner shall be liable for any breach of this obligation, even in cases of slight negligence, for all damages resulting from the breach, including lost profits.
8. The prices stated in the order are fixed prices excluding sales tax and include all expenses incurred by the contractual partner in connection with the fulfillment or performance. Any increase whatsoever in existing sales tax, customs duties, license fees, and freight rates, as well as any new official charges, shall be borne by the contractual partner, and any reductions shall be to the benefit of the contractual partner.
9. Invoices must be sent to GLATZ GMBH immediately after dispatch of the goods or after complete performance of the service, including all order data. The payment period begins on the day of proper performance of the service and receipt of a factually correct, complete invoice that complies with the applicable sales tax regulations. Unless otherwise agreed, payments shall generally be made within 14 days less a 3% discount. Any payment transaction fees shall be borne by the contractual partner. The place of performance for payments is the registered office of GLATZ GMBH. Payment shall only be deemed to be in default after the due date upon express written reminder by the contractual partner. GLATZ GMBH shall not be in default of payment if it has made a mistake in good faith regarding the existence of a defense based on the contractual partner's claims for remuneration or an asserted right of retention. If a default in payment by GLATZ GMBH is based on slight negligence, default interest shall be limited to 3% above the base interest rate, even if the contractual partner proves that it has incurred higher damages as a result of the default. Payments made by GLATZ GMBH do not constitute recognition of the correctness of the delivery (service) and therefore do not constitute a waiver of any claims whatsoever.
10. The delivery period begins on the date specified in the order. GLATZ GMBH may postpone this delivery date at any time without additional compensation from the contractual partner and without giving reasons for up to three months. In this case, early (partial) deliveries require the express written consent of GLATZ GMBH. The contractual partner must inform GLATZ GMBH immediately in writing if circumstances arise or become apparent which could result in the agreed delivery time

not being met. GLATZ GMBH is entitled to demand 1% of the total contract price for each working day of delay in delivery, but at least €1,000.00 (flat-rate compensation for disposition costs) as a contractual penalty in addition to the fulfillment of the contract. This does not exclude the assertion of further claims. GLATZ GMBH's right to demand this contractual penalty shall also remain in force if it was not expressly reserved upon acceptance of the goods or services. If the delay in delivery leads to a loss of business or to an impediment to the services of GLATZ GMBH or its customers, the contractual partner shall compensate GLATZ GMBH for all resulting penalties and (consequential) damages.

11. The contractual partner warrants that its services/deliveries comply with the rules recognized at the time of the order and the latest state of the art, as well as the existing regulations and standards, the stipulated and usually assumed properties, and the relevant safety, occupational safety, and accident prevention regulations, and that they are free of material defects and defects of title. The contractual partner further guarantees that its delivery/service is not subject to any third-party rights. The contractual partner undertakes to indemnify and hold GLATZ GMBH harmless from all third-party claims (including unjustified claims). The contractual partner shall be fully liable for ensuring that its delivery/service complies with the general principles and requirements of food law in accordance with Regulation (EC) No. 178/2002 of the European Parliament and of the Council of January 28, 2002. The restriction of § 2 PHG is excluded. Upon request by GLATZ GMBH, the contractual partner undertakes to immediately name the respective manufacturer, importer, or supplier of its goods/services and to provide GLATZ GMBH with all relevant documents and evidence free of charge, in particular manufacturing documents, documents showing the place of production and delivery and/or the time of production and delivery, in order to defend against third-party claims.
12. § 377 UGB (Austrian Commercial Code) shall not apply. The defectiveness of the delivered goods/services may be asserted up to three years after delivery of the goods, even despite their prolonged use or even after their processing. Warranty claims are deemed to have been asserted in good time if GLATZ GMBH has sent written notification of the defect within the agreed warranty period of three years. If a defect occurs during the first three years after delivery, it is assumed that it already existed at the time of delivery. In any case, GLATZ GMBH may, at its discretion (regardless of any legal sequence), demand that the contractual partner rem-

edy the defect (repair), replace the goods, reduce the price, or rescind the contract, raise the defense of non-proper performance of the contract at any time, or claim separate damages.

13. The contractual partner undertakes to maintain adequate insurance cover for all risks and dangers arising from the performance of the contract and to provide corresponding proof of this at the request of GLATZ GMBH.

General provisions for sales

14. Offers made by GLATZ GMBH to the contractual partner are generally subject to change. An order placed by the contractual partner shall only be legally binding for GLATZ GMBH if it is completed on the company's own order forms and duly signed. Written (order) offers from the contractual partner, (remote) verbal orders, verbal agreements, and/or changes to the order forms are only valid if they have been expressly confirmed in writing by GLATZ GMBH.
15. If GLATZ GMBH does not accept the order, it is not obliged to inform the contractual partner of this.
16. The prices stated in the order are in EURO and are fixed prices excluding sales tax. They are valid ex works without transport costs. Any increase whatsoever in existing sales tax, customs duties, license fees, and freight rates, as well as any new official charges, shall be borne by the contractual partner.
17. Terms of payment: The payment period begins on the day on which GLATZ GMBH has offered the goods/services to the contractual partner at the appropriate time, in the appropriate place, and in the agreed manner. Unless otherwise expressly agreed, payments shall generally be made in cash upon delivery of the goods. In the event of default in payment, including partial payments, any discount agreements shall cease to apply. Any expenses incurred in connection with the payment transaction shall be borne by the contractual partner. The place of performance for payments is the registered office of GLATZ GMBH; payments by the contractual partner shall only be deemed to have been made when they are credited to the business account of GLATZ GMBH. Late payment: If the contractual partner is in default with the payment of the purchase price or any other payment to be made, the deadline shall be deemed to have been missed and the contractual partner shall be obliged to pay interest at a rate of at least 9.2% above the applicable base rate of the Austrian National Bank from the date of delivery of the

goods, as well as any cash expenses and fees incurred as a result of reminders. In addition, the contractual partner shall compensate GLATZ GMBH for any loss in value suffered by the currency in which the payment is to be made between the due date and the date of payment. In the event of default, all other payment obligations of the contractual partner of GLATZ GMBH arising from the business relationship shall also become due, notwithstanding any agreements to the contrary. Deliveries or services despite (ongoing) default of payment by the contractual partner do not constitute a waiver of any claims whatsoever on the part of GLATZ GMBH. If the economic situation of the contractual partner deteriorates, GLATZ GMBH shall be entitled to demand full advance payment or another form of security for the purchase price before providing the service. GLATZ GMBH shall not be obliged to provide the contractually agreed service before this advance payment or security has been provided.

18. The delivery period begins on the date specified in the order, which must be confirmed separately by GLATZ GMBH. GLATZ GMBH may exceed this delivery date by up to three weeks at any time without additional compensation from the contractual partner and without giving reasons. In this case, early (partial) deliveries do not require the express consent of the contractual partner.
19. Retention of documents: The contractual partner is obliged to hand over all freight and customs documents, including assignments, to GLATZ GMBH immediately, i.e. within two weeks at the latest, from the date of arrival of the goods at the receiving station (parity station). The contractual partner shall be liable for any damages (or freight and customs differences) of any kind arising from failure to comply with this obligation.
20. Place of performance: The place of performance is the registered office of GLATZ GMBH. The risk of accidental loss and the costs of transport shall be borne by the contractual partner. All transport risks from the loading station shall be borne by the contractual partner. The disposal of packaging material shall also be borne by the contractual partner.
21. If GLATZ GMBH has offered the goods/services to the contractual partner at the appropriate time, at the appropriate place and in the agreed manner, and if the contractual partner is in default of payment, GLATZ GMBH shall be entitled either to demand performance and compensation for the delay or to declare its withdrawal from the contract, setting a deadline. In addition, the contractual partner

shall be subject to the legal consequences of § 1419 ABGB (Austrian Civil Code) in the event of default of acceptance, and it shall be presumed that GLATZ GMBH has an interest in the performance of the contract that goes beyond that of receiving the agreed purchase price. This does not exclude the assertion of further claims. If the delay in acceptance leads to a loss of business or to an impediment to the services of GLATZ GMBH or its customers, the contractual partner shall compensate GLATZ GMBH for all resulting penalties and (consequential) damages.

22. Force majeure: import, export, and transit bans; changes and regulations imposed by authorities and government agencies; acts of war; looting; civil unrest; weather-related circumstances; epidemics or pandemics, etc., entitle GLATZ GMBH to withdraw from the contract or its unfulfilled parts without any obligation to pay damages. Strikes, transport bans, transport diversions, a shortage of wagons, the impossibility or obstruction of loading and/or unloading of watercraft and/or wagons, lockouts, official measures, in particular lockdowns and other official measures during epidemics or pandemics, or other obstacles of any kind (low water, ice, fog, storms, flooding, etc.) shall extend the delivery date by the duration of the obstacle, even if delivery has been agreed. Such obstacles, which prevent transport by water, shall also extend the delivery date for purchases from the loading station in particular, where transport under normal circumstances is carried out wholly or partly by water, without triggering any obligation on the part of GLATZ GMBH to pay compensation.
23. Retention of title: The goods remain the property of GLATZ GMBH until full payment has been made. This also applies if the goods have been processed. The product manufactured in this way remains subject to retention of title. The contractual partner expressly acknowledges this retention of title as valid. The contractual partner hereby assigns its claims against third parties, insofar as these arise from the sale or processing of goods belonging to GLATZ GMBH, until the claims of GLATZ GMBH have been paid in full. At the request of GLATZ GMBH, the contractual partner must name its customers and inform them of the assignment in good time. The assignment shall be entered in the business records, in particular in the list of open items, and shall be made visible to the customer on delivery notes, invoices, etc. If the contractual partner is in default with its payments to GLATZ GMBH, the sales proceeds received by it shall be separated and the

contractual partner shall only collect them in the name and on behalf of GLATZ GMBH. Any costs of this assignment agreement shall be borne by the contractual partner. The assertion of retention of title can only be regarded as a withdrawal from the contract if this is expressly and additionally declared by GLATZ GMBH. In the event of goods being taken back, GLATZ GMBH may invoice the contractual partner for any transport and handling costs incurred for immediate payment. In the event of (justified or unjustified) access by third parties to the delivered goods subject to retention of title, in particular through seizures, the contractual partner undertakes to immediately indicate the ownership of GLATZ GMBH and to inform GLATZ GMBH of this without being asked. Furthermore, the contractual partner undertakes to reimburse GLATZ GMBH immediately and in full for any costs of legal action necessary and useful for the recovery of ownership.

24. Warranty and liability: The warranty period is six months from the contractually agreed date of delivery: The existence of defects must be proven by the contractual partner. §§ 924, 933b ABGB (Austrian Civil Code) do not apply. In the event of a warranty claim, GLATZ GMBH is entitled to determine the type of warranty (repair, replacement, price reduction, or conversion) itself. Any defects that occur must be reported by the contractual partner immediately, in writing, and in detail, otherwise their claims will be forfeited. GLATZ GMBH shall only be liable in cases of gross negligence and intent. In cases of slight and simple negligence, GLATZ GMBH shall only be liable for personal injury and for damages resulting from the breach of the main contractual obligation. If, in any case whatsoever, a penalty has been agreed at the expense of GLATZ GMBH, the penalty is subject to judicial moderation and the assertion of damages exceeding the penalty is excluded. Recourse claims within the meaning of § 12 PHG are excluded, unless the party entitled to recourse proves that the error was caused within the sphere of GLATZ GMBH and was at least due to gross negligence.

Final provisions

25. Verbal agreements: Verbal agreements or promises other than those contained in this contract are not valid. Any agreement to deviate from the formal requirement of written form in the future must also be made in writing.
26. The use of information about the contractual relationship between GLATZ GMBH

and the contractual partner for reference and/or advertising purposes requires the prior express consent of GLATZ GMBH.

27. The contractual partner further undertakes to keep confidential all knowledge gained through business contact or the execution of the contract via GLATZ GMBH for a period of three years from the end of the business relationship or after the submission of an offer, and not to pass this knowledge on to third parties. This applies in particular to recipes, manufacturing instructions, and other information that is considered a trade secret. This also applies if the trade secrets are no longer secret because the contractual partner has violated its confidentiality obligation. All information provided by GLATZ GMBH remains the sole and exclusive property of GLATZ GMBH. The contractual partner is also obliged not to make any statements about the contractual products and not to engage in any behavior that could be construed as a tacit statement, unless the statement in question is expressly contained in the documents provided by GLATZ GMBH or in a written instruction. The contractual partner further undertakes not to poach, employ, or otherwise enter into a business relationship with any employee, distribution partner, or customer of GLATZ GMBH for itself or otherwise directly or indirectly if this person was at any time an employee, distribution partner, or customer of GLATZ GMBH.
28. Jurisdiction: The exclusive jurisdiction of the competent court at the registered office of GLATZ GMBH is agreed for the resolution of all disputes arising from a contract, including those concerning its existence or non-existence. Austrian law shall apply, with the exception of the referral provisions and the United Nations Convention on Contracts for the International Sale of Goods, BGBl. 96/1988.