


<b>Applicable Document</b>		<b>General Terms and Conditions of Purchase of Aryzta Group GERMANY</b>		
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## 1. General

1.1 These General Terms and Conditions of Purchase shall apply to all orders, deliveries and services to the German companies of ARYZTA Group GERMANY or to any of its affiliated German companies (Purchaser), unless expressly agreed otherwise in writing. The General Terms and Conditions of Purchase shall only apply if the supplier is an entrepreneur (§ 14 BGB), a legal entity under public law or a special fund under public law.

1.2 The following companies belong to ARYZTA Group Germany: Aryzta Bakeries Deutschland GmbH, ARYZTA Food Solutions GmbH, Hiestand Deutschland GmbH.

1.3 Orders placed by the Purchaser shall only be based on these Terms and Conditions of Purchase. Any amendments or supplements, including deviating terms and conditions of sale or delivery, shall require the written confirmation of the Purchaser.

1.3 The inclusion of the Supplier's General Terms and Conditions, including any Standard Terms and Conditions or Association Terms and Conditions used by the Supplier, is expressly objected to insofar as these are not consistent with the Purchaser's Terms and Conditions of Purchase. Such inclusion shall only be effective if the Purchaser expressly accepts the Supplier's General Terms and Conditions as an addendum to its Terms and Conditions of Purchase. Acceptance of performance by the Purchaser shall not be deemed such acknowledgement. This shall also apply if the Supplier declares by way of form that it intends to deliver or perform only on its own Terms and Conditions, but nevertheless accepts and/or executes the Purchaser's order.

1.4 Unless otherwise agreed, these General Terms and Conditions of Purchase in the version valid at the time of the order shall also apply as a framework agreement to similar future transactions of the Purchaser with the Supplier, even if no express reference is made to these Terms and Conditions of Purchase in the individual case.

1.5 The involvement of a third party for the execution of the contract shall only be permitted with the express written consent of the Purchaser.

## 2. Orders and Conclusion of Contract

2.1 Orders shall only be binding for the Purchaser if they are made in writing. Orders or agreements made orally or by telephone as well as supplements and amendments to an order must be confirmed in writing to be valid. The Supplier shall point out obvious errors (e.g. spelling and calculation errors) and incompleteness of the order including the order documents to the Purchaser for the purpose of

correction or completion before acceptance; otherwise the contract shall be deemed not to have been concluded.

2.2 Acceptance of the order shall be confirmed by the Supplier in writing. The confirmation must be made within a period of 1 working day. Until receipt of a written confirmation from the Supplier, orders may be cancelled by Purchaser free of charge. A delayed acceptance shall be deemed to be a new offer and shall require acceptance by the Purchaser.

2.3 Delivery call-offs are binding subject to compliance with the agreed order lead time.

## 3. Samples, performance

3.1 Sample deliveries shall be marked as such. Series deliveries may not be commenced until the Purchaser has approved the samples. Ongoing deliveries must always comply with this sample. Changes may only be made with the consent of the purchaser. Drawings, test specifications and technical delivery specifications of the Purchaser shall be part of the contract and shall be made available to the Supplier upon request.


3.2 The delivered goods must perform as agreed, in its design and material, in accordance with the latest state of the art and the quotation and order documents as well as the applicable specifications and quality agreements.

3.3 The Supplier undertakes to comply with all applicable laws and regulations and governmental as well as technical regulations, VOB, VDE, VDMA, UVV, TÜV regulations and accident prevention regulations of the employers' liability insurance association and to indemnify the Purchaser against all claims of third parties to which the Purchaser is exposed due to the violation of any of the aforementioned regulations. The Supplier warrants that the delivered goods are suitable for the agreed purpose.

3.4 In case of delivery of finished products and raw materials for the production of foodstuffs, the Supplier warrants that these are marketable under food law, in particular that they comply with the applicable food law regulations of European and German food law.

3.5 In the area of food contact materials, the applicable laws, ordinances and official regulations, of the country of the place of delivery and of the European Union shall be complied with in particular. Conformity (3.3 to 3.5) shall be proven to the Purchaser by corresponding declarations and certificates without request.

3.6 The Purchaser shall be indemnified against all claims of third parties to which the Purchaser is

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exposed due to the violation of one of the aforementioned regulations.

#### 4. Audits and measures for quality assurance

4.1 The Supplier declares its consent to the performance of an audit by the Purchaser and authorizes the Company to inspect all relevant procedures, facilities and records required for the manufacture of the Contract Products. This also applies, insofar as it has contractual products manufactured by a third party, with regard to auditing at the third party's plant. It undertakes to implement the auditing right at the third party. The Purchaser shall announce the auditing in good time in advance, but reserves the right to carry out an audit without prior notice if there are important reasons (e.g. indications of breaches of contract). The Purchaser shall be entitled to have the auditing carried out by a commissioned third party. The Purchaser shall treat the findings obtained from the audit as confidential. The costs of the audit and the expenses shall be borne by the supplier once a year, unless otherwise agreed separately.

4.2 In order to ensure the authenticity of the product or if doubts arise as to the contractual quality of the raw material supplied, the Purchaser shall be entitled to request certificates of analysis at the Supplier's expense in addition to the frequency agreed in the specification.

#### 5. Delivery Terms

5.1 Delivery dates and delivery periods specified by the Purchaser and stated by the Supplier are binding. Delivery periods shall start from the date of the order.

5.2 The Supplier shall be obliged to notify the Purchaser in writing without delay if circumstances arise or become apparent to the Supplier which indicate that the agreed delivery time cannot be met and to inform the Purchaser of the expected duration of the delay.

5.3 If raw materials intended for the production of foodstuffs are delivered earlier than agreed, the Purchaser shall be entitled to return the goods at the Supplier's expense.

#### 6. Delivery / Shipment

6.1 Goods shall be shipped at the Supplier's expense and risk to the shipping address specified by the Purchaser. This shall also apply to the return of defective goods by the Purchaser. The respective destination shall also be the place of performance for the delivery and any subsequent performance (obligation to deliver).

6.2 The Supplier must comply exactly with the specified shipping instructions. The mode of shipment shall be agreed with the Purchaser.

6.3 In case of deep-frozen goods, the regulation on deep-frozen foodstuffs (TLMV) must be observed and, in particular, a core temperature of at least -18°C must be maintained within the entire cold chain.

6.4 The Supplier shall be obliged to state the delivered quantity, best before date and batch or lot number as well as the order number of the Purchaser on all shipping documents and delivery notes; if the Supplier fails to do so, delays in processing by the Purchaser shall be at the Supplier's expense. The Purchaser shall also be entitled to refuse acceptance of consignments if the consignment is not accompanied by a proper delivery note. The Purchaser shall not be responsible for any delays in processing and payment resulting therefrom. The costs resulting from the refusal of acceptance shall be borne by the Supplier.


6.5 The goods shall be packaged at the Supplier's expense unless it has been expressly agreed that the Purchaser shall bear the packaging costs. The Supplier must take back packaging material (transport, sales and outer packaging) at the request of the Purchaser at any time at its own expense and dispose of it in accordance with law. The obligation to return the packaging shall require a separate agreement.

6.6 The packaging of the delivered goods (raw materials) shall show the goods designation, quantity, best before date, batch or lot number in clear text as well as the barcode NVE-No. according to GS1 standard. Articles delivered with a best-before date or use-by date must have a remaining shelf life of 75% of the total shelf life upon delivery.

6.7 When transporting foodstuffs, the hygienic requirements for the handling of foodstuffs in accordance with Regulation (EC) No.852/2004 on the hygiene of foodstuffs and the Food Hygiene Regulation (LMHV) must be complied with. In particular, the means of transport must be kept clean and in good condition and the required temperatures must be maintained during transport. Vehicles for the transport of foodstuffs may not be used for the transport of other goods if an adverse effect on the foodstuffs cannot be safely ruled out (for example, when transporting plants; chemicals, etc.).

#### 7. Transfer of Risk

7.1 In case of purchase contracts, the risk shall pass to the Purchaser when the goods have been

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delivered to the place of delivery specified by the Purchaser. (according to Incoterms 2020 deliveries within the EU: DAP delivery address "unloaded", otherwise all deliveries: DDP delivery address "unloaded")

7.2 In case of contracts for work and services and contracts for work and materials, the risk shall pass at the time of acceptance; both parties to the contract shall have the right to demand formal acceptance.

7.3 Delivery shall always be made at the risk of the Supplier.

### 8. Inspection of Defects

8.1 The statutory provisions shall apply to the commercial obligation to inspect and to give notice of defects, subject to the following proviso:

In case of delivery of goods for further processing, a random sample inspection for quality control shall be carried out without delay. The random inspection of the contents of large containers which cannot be resealed at an accessible point with the consequence that opening the package affects the best-before date shall be carried out when the package is broken.

If the Purchaser acquires goods for resale, there shall be no obligation to carry out package destruction inspections in case of pre-packaged goods. In such cases, the Purchaser shall only be obliged to inspect the goods upon receipt in a manner customary in the trade by taking random samples with regard to the integrity of the packaging, quantity, article and temperature. With regard to all other parameters (in particular quality, hygiene, freshness, best-before date, labelling), the inspection shall only be carried out by the Purchaser of the goods (Customer).

8.2 The Supplier of finished products and raw materials for the production of foodstuffs shall be obliged to take retention samples from each batch delivered immediately before the respective filling into the transport containers and to keep these until the expiry of the best-before date plus one month. The Purchaser shall be entitled to request samples for subsequent tests at any time.

8.3 Any defectiveness of products/services shall be notified to the Supplier by the Purchaser without undue delay. The complaint (notice of defect) shall be deemed to be made without undue delay and in due time if it is received by the Supplier within seven (7) working days (Monday - Friday), calculated from the date of receipt of the goods, or, if an inspection is only carried out by the purchaser of the goods (Customer), within a period of seven (7) working days, calculated from the date of receipt of the goods by the Customer; the obligation to give notice of defects discovered at a later date shall remain

unaffected. The Supplier shall be entitled to convince itself of the defectiveness of the products/services. Upon request, the Purchaser shall provide the Supplier with the rejected products/services or samples thereof. Costs incurred by the inspection of defective goods shall be borne by the Supplier.

8.4 The values determined by the Purchaser during the incoming goods inspection shall be decisive for quantities, weights and dimensions.


8.5 If the parties cannot agree on the existence of a defect within a period of one week from dispatch of the notice of defect by the Purchaser, a neutral publicly appointed and sworn expert shall be called in as an arbitrator at the request of the Purchaser. His assessment shall be authoritative and binding for both parties; the costs of the expert assessment shall be borne proportionately by the parties in analogous application of § 91 ZPO (German Civil Procedure), if applicable. In the event that the Supplier does not expressly object to the Purchaser's proposal regarding the expert, the Purchaser shall be entitled to appoint the arbitrator himself.

### 9. Nonfulfillment

9.1 If the Supplier fails to properly fulfill a contractual obligation incumbent upon it in accordance with the agreements made, the Purchaser shall be entitled to the statutory claims without limitation. This shall apply in particular if the performance owed is not rendered at all, is not rendered on time or is rendered defectively. The limitation period for such claims shall also be determined in accordance with the statutory provisions, unless otherwise provided for in these Terms and Conditions of Purchase. The Purchaser shall also be entitled to the defect rights in the event of only insignificant deviation from the agreed quality or only insignificant impairment of the usability.

9.2 If the Supplier again provides essentially the same or similar deliveries or services in a defective or delayed manner after a written warning, the Purchaser shall be entitled in particular to withdraw from the contract immediately, without prejudice to further rights as defined under Clause 9.1. In this context, it shall be irrelevant whether the Supplier is responsible for the defect or the delay itself or whether it is caused by a third party engaged by the Supplier. The right of withdrawal shall in any case also include such deliveries and services which are still to be provided to the Purchaser in the future under this or any other contractual relationship.

9.3 The damages and expenses incurred by the Purchaser as a result of the delivery of defective products/services or the delay shall be reimbursed by the Supplier. The unconditional acceptance of a delayed delivery shall not constitute a waiver of the claims for compensation due to the delay.

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9.4 In addition to claiming damages, the Purchaser shall be entitled to demand delivery of defect-free products/services from the Supplier. If the Supplier does not comply with this obligation within a reasonable period of time set by the Purchaser, the Purchaser may make a covering transaction and claim the difference between the contract price and the price of the covering transaction as additional damages or remedy the defect itself and claim from the Supplier reimbursement of the expenses required for this or a corresponding advance payment. If subsequent performance by the Supplier has failed or is unreasonable, no deadline need be set; the Supplier shall be informed of such circumstances without undue delay, if possible in advance.

9.5 Delivery after expiry of the grace period shall be regarded as a new offer; acceptance shall not result in fulfillment of the original delivery order. The setting of a grace period shall be dispensable if the conditions for omitting of the setting of a grace period exist (in particular in the case of a transaction for delivery by a fixed date).

9.6 If the Supplier is in default, it shall pay a contractual penalty of 0.2% per day of the missed deadline, but not more than 5% of the order value. The right to assert further damages as well as further statutory claims is reserved. The Supplier shall be entitled to prove that the damage was less. Any contractual penalty paid shall be offset against the amount of any claim for damages.

9.7 In case of orders with partial deliveries, the Purchaser shall also be entitled to withdraw from the entire contract if the Supplier fails to properly fulfill contractual obligations with respect to only one partial delivery.

9.8 The supplier shall be fully responsible for procuring the supplies and services required for the delivery or services - even without fault.

**10. Extended Liability of the Supplier**

10.1 If the defectiveness of the Products/Services is detected by the Purchaser only after further processing of the Products/Services, the Purchaser shall notify the Supplier of the defect within seven (7) working days (Monday to Friday). The Supplier shall be entitled to inspect the defectiveness of the further processed Products. Upon request, the Purchaser shall provide the Supplier with the rejected Products or samples thereof.

10.2 In case of processing of defective products/services, the Purchaser shall be entitled to claim damages from the Supplier. The damages shall in particular include the production costs of the end product manufactured with the defective products/services plus loss of profit and all additional

costs incurred with the return of any products already delivered, storage and transport costs incurred by the storage of the end products until their destruction or other utilization, costs of destruction or other utilization of the unsaleable end products, the costs incurred until final settlement of the claim for taking and storing samples of the end products manufactured with the defective products/services as well as the contractual penalties charged by customers of the Purchaser.

10.3 To the extent that Supplier breaches any of its obligations under its contract by delivering/performing defective products/services and/or late delivered/performed products/services, Supplier shall indemnify and hold Purchaser harmless against all claims, demands, losses, proceedings and costs in connection with the products and/or services asserted against Purchaser and attributable to any breach or default by Supplier, its affiliates, employees or third parties who have assumed any of the obligations under this contract from Supplier.


10.4 Claims of the Purchaser based on such breach of contractual duty shall be time-barred within 3 years.

10.5 The Purchaser's obligation to inspect for defects in accordance with clause 8. shall remain unaffected hereof.

**11. Product Liability and Insurance**

11.1 If a customer or other third party asserts a product liability claim against the Purchaser, the Supplier undertakes to indemnify and hold the Purchaser harmless to the extent that the Supplier's deliveries or conduct were defective and caused the damage. The Supplier undertakes to provide the Purchaser with all information useful for the delivery of a defect-free product (warnings, approval regulations, etc.). Should the Supplier subsequently become aware of circumstances which could constitute a product defect within the meaning of statutory product liability, the Supplier undertakes to notify the Purchaser thereof in writing without undue delay. The notification shall be deemed to be without undue delay and in due time if it is received by the Purchaser within seven (7) working days (Monday to Friday).

11.2 In this context, the Supplier shall also be obliged to reimburse the Purchaser for any expenses pursuant to §§ 683, 670 BGB (German Civil Code) arising out of or in connection with any third party claims including recall actions carried out by the Purchaser. The Purchaser shall inform the Supplier about the content and scope of the recall measure to be carried out - to the extent possible and reasonable - and give the Supplier the opportunity to comment.

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11.3 The Supplier undertakes to maintain full insurance coverage (business, product liability, third party liability insurance) during the entire business relationship with the Purchaser, whereby the liability sum shall amount to at least 5 million euros for each damage event with regard to product liability, contractual liability, performance liability and coverage for further processing, mixing and subsequent liability. For raw materials used in the production of foodstuffs, the insurance cover shall, if possible, also include the Supplier's liability due to the delivery of non-permitted genetically modified products. The Purchaser shall not accept any limitation of liability unless it is contractually agreed in writing and on an individual basis. The Supplier shall provide proof of insurance coverage to the Purchaser upon request.

### 12. Third Party Rights

12.1 The Supplier shall assume full liability towards the Purchaser for the fact that no industrial property rights or other rights of third parties are infringed in connection with the performance of its services, their intended use by the Purchaser or any further processing or resale of the goods delivered by it.

12.2 If claims are asserted against the Purchaser by third parties due to the infringement or impairment of such rights, the Supplier shall be obliged to indemnify the Purchaser against all such claims or measures of third parties; this shall also include the defense against threatened claims and measures of third parties against the Purchaser.

12.3 The Supplier's liability shall also include all consequential damages incurred by the Purchaser, namely those resulting from delivery shortages and production disruptions.

### 13. Delivery Subject to Retention of Title

13.1 The Purchaser acknowledges any retention of title by the Supplier with respect to the goods which are not processed or combined or mixed with other items. Extended or prolonged reservations of title are not permitted. Retentions of title by the Supplier shall therefore only apply to the extent that they relate to the payment obligation for the respective goods to which the Supplier retains title. The assignment of the Purchaser's claims from the resale of these goods to the Supplier is also excluded.

13.2 All goods/items shall become the unrestricted sole property of the Purchaser upon payment.

13.3 In case of equipment, a technical description and instructions for use shall be supplied free of charge. In case of software products, the obligation to deliver shall only be fulfilled when the complete (system and user) documentation has also been handed over. In case of programs specially created

for the Purchaser, the source code of the program shall also be handed over.

### 14. Prices

14.1 Agreed prices are fixed prices. Price increases shall only become effective towards the Purchaser if they are confirmed by the Purchaser in writing. In the absence of any written agreement to the contrary, the price shall include all services and ancillary services of the Supplier as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance, customs duty).

14.2 The statutory value added tax is not included in the price and must be shown separately.

14.3 Samples, offers, cost lists and calculations or other services provided by the Supplier in preparation for deliveries shall be free of charge for the Purchaser.

### 15. Terms of Payment

15.1 Payments by the Purchaser shall be made by bank transfer.


15.2 The due date shall be subject to receipt of a proper invoice. Invoices shall be issued with all necessary supporting documents and reference to - in accordance with the specifications of the purchase order - the order, purchase order and delivery note number shown therein. Delays due to non-compliance with these requirements shall be borne by the Supplier. In such cases, payment periods shall not begin to run before the submission of verifiable invoices which comply with these regulations.

15.3 Unless otherwise agreed in writing, invoices shall be paid by the Purchaser within 20 days of delivery and receipt of the invoice with a 3% discount or net within 60 days of receipt of the invoice. The periods shall start from receipt of the invoice, but not before complete, defect-free delivery or performance. If the Supplier performs before the agreed delivery date, the agreed date alone shall be decisive for the start of the payment period, even if the Purchaser accepts the premature performance.

15.4 Payments shall always be made subject to invoice verification.

15.5 Payments shall not constitute recognition of delivery or service as being in accordance with the contract. In the event of defective or incomplete delivery or performance, the Purchaser shall be entitled, without prejudice to its other rights, to withhold payments on claims arising from the business relationship to a reasonable extent until proper performance.

15.6 The statutory provisions shall apply to the occurrence of default. In any case, however, a

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reminder by the supplier shall be required. Interest on arrears shall not be owed.

15.7 The Purchaser shall be entitled to other rights of set-off and retention to the extent provided by law.

15.8 The Supplier shall not be entitled to assign its claims against the Purchaser or to have them collected by third parties without the Purchaser's prior written consent. In the absence of such consent, the Purchaser shall be entitled to object to the collection of the claim by a third party. If the Purchaser makes payment to the Supplier in ignorance of an assignment, the Purchaser shall be released from its obligation to pay.

15.9 Invoices agreed on the basis of time and measurements may only be based on the time and material records or measurements previously confirmed by the Purchaser; these must be attached to the invoices.

**16. Compliance with legislation, payment of the statutory minimum wage in accordance with the Minimum Wage Act (Mindestlohngesetz- MiLoG).**

16.1 Supplier warrants that the goods and services supplied by it under these General Terms and Conditions of Purchase and the manufacture, packaging, delivery and distribution of such goods and the provision of such services by Supplier, its employees, agents and suppliers will comply with all applicable national, local and/or EU legislation, including without limitation, all legislation relating to labor law, the environment, packaging, tax and social security, data protection and food.

16.2 Supplier further warrants to comply with all health and safety requirements notified by Purchaser including, without limitation, all safety and site regulations and notices of Purchaser at its sites.

16.3 The Supplier of services or works warrants to pay its employees the statutory minimum wage and also to require its subcontractors and any other contractors used by them to do so.

16.4 The Supplier shall be obliged to provide proof of payment of the minimum wage by the Supplier and, if applicable, its subcontractors upon request of the Purchaser.

16.5 In the event of a claim against the Purchaser in this respect by third parties (§ 13 MiLoG, § 14 AEntG), the Supplier shall indemnify the Purchaser against all claims including legal defense costs upon first written request.

16.6 In the event of a breach by the Supplier of any of the aforementioned obligations, the Purchaser shall be entitled to terminate the contract without notice and/or to withhold its performance.

**17 Right of withdrawal**

17.1 The Purchaser shall be entitled to withdraw from the contract for parts of the contract not yet fulfilled if the use of the ordered goods is impossible or considerably impeded economically due to labor disputes, operational disruptions, accidents, warlike events, sales stagnation, official interventions, similar events or force majeure and the Purchaser no longer has any interest in the contract due to the merely temporary impediment.

17.2 If a party to the contract ceases to make payments or if insolvency proceedings are instituted against its assets, the other party shall be entitled to withdraw from the contract in respect of any part not performed.

**18. Data Protection**


18.1 The Purchaser shall process personal data of the Supplier and its employees for a specific purpose and in accordance with the statutory provisions (GDPR and national data protection laws). The personal data (of employees) of the Supplier collected from the Supplier and provided by the Supplier (such as name, personalized e-mail address, address, payment data) shall be used by the Purchaser for the purpose of performance and execution of the contract existing between the Parties. The Purchaser shall ensure that interests of the Supplier which are worthy of protection are not impaired.

18.2 Further details result from the data protection notices published on the ARYZTA homepage <https://aryzta.de/datenschutz/> in accordance with the EU Data Protection Regulation (GDPR).

18.3 The Supplier undertakes to observe and implement the provisions of the Federal Data Protection Act (BDSG-new) and the General Data Protection Regulation (GDPR). It undertakes to collect, process, disclose, make accessible or otherwise use personal data exclusively for the purpose of fulfilling the contract and to store such data for this purpose and thereafter only for the purpose of fulfilling statutory retention obligations. Any disclosure of personal data to third parties shall require the Purchaser's prior written consent, unless the Supplier is under a corresponding legal obligation to do so. The Supplier shall ensure that interests of the Purchaser that are worthy of protection are not impaired.

**19. Confidentiality**

19.1 The Supplier shall treat as strictly confidential all business transactions of the Purchaser which come to its knowledge and any secret or confidential information disclosed, received or provided in this connection. The term "confidential" shall be understood to mean all commercial and technical details which are not in the public domain and which

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become known as a result of the business relationship, as well as all information which relates directly or indirectly to the supply of the product. This obligation shall not apply with regard to such information which (i) at the time of its disclosure was already known to the Supplier or generally known or, without the Supplier being responsible for it, becomes generally known at a later point in time; or (ii) the Supplier has received from a third party authorized to disclose it; or (iii) has demonstrably been developed without using the Confidential Information.

19.2 Supplier may disclose Confidential Information to the extent Supplier is (i) authorized to do so by written consent of Purchaser or (ii) required to do so by mandatory law or court order. In such case, Supplier shall notify Purchaser in writing of the required disclosure; and limit such disclosure to the minimum necessary.

19.3 All documents, specifications, illustrations, drawings, calculations and other information which the Purchaser may provide to the Supplier shall remain the property of the Purchaser; they may not be made available to third parties without the express prior written consent of the Purchaser. They are to be used exclusively for production on the basis of the Purchaser's order. After completion, they shall be returned to the Purchaser without being requested to do so; any copies made shall be destroyed; the only exception to this is storage within the scope of statutory storage obligations.

**20. Compliance & Anti-Corruption**

20.1 Supplier shall comply with all applicable laws, statutes, regulations relating to anti-bribery, anti-corruption, anti-money laundering, slavery and human trafficking ("Compliance Requirements") and shall not take or refrain from taking any action that would cause it to violate any of the Compliance Requirements. In particular, Supplier shall comply with applicable labor and environmental laws and shall not make use of child labor and forced labor.

20.2 This obligation shall in any case include the prohibition of unlawful payments or the granting of other unlawful benefits to public officials, business partners, to their employees, family members or other partners, and the prohibition of acceleration payments to public officials or other persons.

20.3 The Supplier shall be obliged to inform the Purchaser without undue delay to the extent it has knowledge or a concrete suspicion of cases of corruption which are in a concrete connection with the existing contract or its performance.

20.4 The Supplier shall comply with the ARYZTA Global Vendor Code of Business Conduct, which is

available on the ARYZTA homepage <https://aryzta.de/agb/>.

20.5 The Supplier shall monitor compliance with these Supplier Standards and document compliance upon request. Upon prior notice, the Purchaser or persons authorized by the Purchaser may verify compliance with the Supplier Standards.

20.6 If the Purchaser determines that the Supplier violates compliance requirements, the Purchaser shall be entitled to terminate the contract - if necessary also extraordinarily.

20.7 The Supplier shall ensure that in its area of responsibility, in particular also with third parties involved in connection with the provision of services, all relevant statutory provisions, in particular the compliance requirements, as well as all relevant statutory human rights and environmental provisions and measures in the supply chain are complied with.

20.8 If serious human rights or environmental risks or violations within the meaning of the German Act Corporate Due Diligence in Supply Chains (Lieferkettensorgfaltspflichtengesetz - LkSG) are identified, the Supplier shall take appropriate measures for prevention or remedy. Furthermore, the Purchaser reserves the right to appropriate contractual consequences, including termination of the business relationship.

**21. Other Provisions**


21.1 All contracts between the Purchaser and the Supplier shall be governed by the laws of the Federal Republic of Germany (German Law), excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

21.2 References to the applicability of statutory provisions shall only have a clarifying meaning. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these General Terms and Conditions of Purchase.

21.3 The place of performance for all obligations of the Supplier arising from the business relationship shall be the location of the Purchaser which is specified in orders, delivery requests or delivery bills as the place of delivery of the goods.

21.4 The place of jurisdiction for all disputes arising from the supply relationship shall be, at the Purchaser's option, its registered office, Leipzig or Frankfurt am Main.

21.5 If declarations are to be made in writing in accordance with these Terms and Conditions of Purchase, transmission by letter, fax or electronic

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means (e-mail) using documents that have been signed in the original and then scanned or created in advance with a scanned signature or electronic signature, including any printouts thereof) shall suffice. The aforementioned simplifications shall not apply if and insofar as the (strict) statutory written form (cf. Section 126 BGB) is prescribed.

**22. Severability clause**

Should one or more provisions of these General Terms and Conditions of Purchase be or become invalid, such provision or partial provision shall to that extent be deemed not to form part of these General Terms and Conditions of Purchase, but the validity and enforceability of the remaining provisions shall not be affected. In such event, each of the parties shall enter into negotiations to amend such provision so that it is valid and legal as amended and carries out the original intent of the parties to the maximum extent possible.

In the event of a conflict, the Special Conditions shall prevail over the General Conditions.

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