



**General Terms and Conditions of Purchase of
Peter Emming Agrarkontor- und Handel GmbH & Co. KG
Winterswijker Straße 8
46354 Südlohn-Oeding (Germany)**

These General Terms and Conditions of Purchase ("General Purchasing Conditions" or "AEB") constitute part of all orders and contracts between the Parties.

§ 1 Scope

- (1) These General Terms and Conditions of Purchase ("AEB") apply as general terms and conditions (" AGB ") for all orders placed by Peter Emming Agrarkontor- und Handel GmbH & Co . KG (Agrarkontor or Buyer).
- (2) These AGB apply exclusively; different general terms and conditions of the Seller shall not be recognized by Agrarkontor without its express consent.
- (3) Different or conflicting conditions shall not apply even if Agrarkontor accepts the delivery without objection .
- (4) These Conditions of Purchase shall apply only to entrepreneurs within the meaning of § 14 BGB.

§ 2 Conclusion of contract – declarations – rights

- (1) Orders shall be binding if they are placed in writing by Agrarkontor. All annexes or specifications that are attached to or incorporated in the order to define the delivery or service shall form part of the binding contents of the order.
- (2) Any amendments or additions to an order or to individual service terms shall require written confirmation from Agrarkontor in order to be valid.
- (3) If the order is not confirmed in writing within 10 days, Agrarkontor shall have the right to cancel the order before receipt of the Seller's declaration of acceptance.
- (4) Agrarkontor reserves title and copyright in illustrations, drawings, drafts, calculations and other documents. These documents may only be used and/or reproduced for the purpose of processing the order.

§ 3 Subject matter of the contract and terms of delivery

- (1) The agreed delivery dates are binding and refer to receipt of the Goods by Agrarkontor. Deliveries at any other time or partial deliveries of the Goods require the prior written consent of the Buyer.
- (2) If the Seller determines that it cannot fulfil its obligations under the contract / order in whole or in part or cannot meet the delivery date, it shall inform Agrarkontor immediately in writing, stating the reasons for the delay and its

expected duration.

- (3) If the latest date on which delivery is to take place can be determined on the basis of the contract, the Seller shall be in default at the end of that day without the need for a reminder from Agrarkontor.
- (4) Agrarkontor shall have the right to assert its statutory claims if the Seller is in default; in particular, Agrarkontor may claim damages caused by delay. The unconditional acceptance of a delayed or partial delivery does not constitute a waiver of claims for compensation. This also applies if the Seller has informed Agrarkontor of the delay in delivery.
- (5) Unless otherwise agreed between the Parties, the Seller shall bear the costs of transport insurance in the event of theft, damage, transport damage, fire damage, contact with water or other risks.
- (6) Unless otherwise agreed, delivery shall be free and at the risk and expense of the Seller in accordance with Incoterms 2020 DDP (Delivered Duty Paid). The Incoterms in force at the time of the order shall always apply, currently the Incoterms 2020.
- (7) The risk of accidental loss of or damage to the Goods shall pass to Agrarkontor only upon receipt of the Goods at the place of delivery. The place of delivery shall always be the registered office of Agrarkontor in Südlohn-Oeding, Winterswijker Straße 8, unless a different place of delivery is specified in the order or is otherwise agreed.
- (8) The ordered Goods shall be delivered to the Buyer during business hours to the agreed address (place of delivery) together with the required transport documents.
- (9) Unless otherwise agreed between the Parties, the Seller shall provide a copy of the invoice, the quality certificate, the weight specification and the document confirming delivery of the product (specification / waybill (CMR, CIM) / other delivery note).

In the case of imports, particularly from outside the European Union or the European Economic Area, the Seller shall be obliged to attach the following documents to the delivery:

- Original documents required for the application of preferential or reduced tariffs,
- All documents relating to the import of the Goods.

In the case of delivery under Incoterms EXW, the Seller, if it purchases the product from a supplier



outside the above, shall be obliged to provide the corresponding VAT identification number of this supplier and any other data necessary for the processing of the order.

- (10) Unless agreed otherwise, the Seller shall not be entitled, without the consent of Agrarkontor, to engage third parties (e.g. sub-contractors) to provide the deliveries, work or services which the Seller is obliged to provide to Agrarkontor.

§ 4 Prices

- (1) Unless agreed otherwise, the prices under the order / contract shall be in euros and shall not include VAT.
- (2) The Seller shall issue an invoice for the delivery.

The invoice must contain in particular a description of the goods, quantity, unit price and final price, as well as the tax identification number of the Seller.
- (3) The Seller may send invoices in PDF format to the following email address: Invoice@milkpartners.com

§ 5 Payment terms

- (1) Payment shall be made by Agrarkontor within thirty (30) days without deduction, unless otherwise agreed from time to time. The payment period starts upon receipt of a proper invoice or, if the goods arrive after receipt of the invoice, upon complete arrival of the Goods (including any agreed formal approval).
- (2) Payment shall be deemed to have been made on the day on which the amount due is debited from the Buyer's bank account.
- (3) If the delivery does not comply with the terms of the order / contract, the Buyer shall have the right to withhold payment of the purchase price.

§ 6 Warranty and complaints

- (1) Agrarkontor shall inspect the Goods for visible transport damage and visible defects within a reasonable period of time after receipt of the Goods. Agrarkontor shall not be responsible for any further inspection obligations. The Seller grants a period of ten (10) days for the inspection of the incoming Goods, within which visible defects / damage must be reported.
- (2) If no defects are reported within ten (10) days, Agrarkontor's right to report defects within the warranty period and to assert warranty rights shall not expire. The Seller grants a period of ten (10) days within which defects discovered at a later date must be reported.
- (3) If there are defects, compensable damage shall also include costs incurred by Agrarkontor as a result of the Goods not being

free of defects, in particular the costs of inspections of the Goods, official sampling and tests, the costs of any necessary recalls, as well as legal costs.

- (4) The Seller shall also be liable for consequential damage arising from further processing of a defective product or from damage resulting from defects in the delivered Goods affecting end consumers.
- (5) If Agrarkontor faces claims in relation to defects in the Goods for which it is not responsible, the Seller shall indemnify Agrarkontor against all claims by third parties, including the costs of any recalls. This shall not apply if the Seller proves that it is not responsible for the defect, unless the Seller has guarantee liability.
- (6) The Seller guarantees that there are no applicable patents, copyrights, related rights, know-how or other rights of third parties that would be infringed by the use of the product by the Buyer. The Seller undertakes to hold the Buyer harmless and indemnify it from liability in this respect.
- (7) The Seller warrants that the products and services supplied by it comply with all applicable environmental protection requirements and the current state of the art in terms of energy efficiency, as well as all food law and hygiene requirements, in particular the Basic Regulation on Food Law (Regulation (EC) No 178/2002), the Food Information Regulation (LMIV) and the German Food and Feed Code (LFGB). Further requirements may be specified in the order and shall then be complied with.

§ 7 Limitation

- (1) The limitation of the mutual claims of the contracting parties shall be governed by the statutory provisions unless stipulated otherwise hereinafter.
- (2) In derogation of § 438 subs. 1 No. 3 BGB (German Civil Code), the general limitation period for claims for defects is three (3) years from the passing of risk. If and to the extent that a formal approval of the Goods ("Abnahme" in terms of German law) has been agreed, the limitation period shall commence upon completion of such formal approval. The 3-year limitation period also applies to claims arising from defects of title, whereby the statutory limitation period for in rem claims for return by third parties (§ 438 subs. 1 No. 1 BGB – (German Civil Code)) remains unaffected. Moreover, claims arising from defects of title shall in no event become time-barred as long as the third party can still assert the right, – in



particular in the absence of a limitation period,
– against Agrarkontor.

- (3) The statutory limitation periods under the law governing the sale of goods, including the above extension, – apply to the extent provided by statute – to all contractual claims for defects. To the extent that Agrarkontor is also entitled to non-contractual claims for damages arising from a defect, the regular statutory limitation period (§§ 195, 199 BGB – (German Civil Code)) applies, unless the application of the limitation periods under the law governing sales provides for a longer limitation period in individual cases.
- (4) If and to the extent that Agrarkontor is entitled to recourse claims against the Seller based on the provisions governing recourse to the Seller (§§ 445a, 478 BGB – German Civil Code), the limitation of such recourse claims shall be subject to § 445b BGB (German Civil Code); however, such claims shall not become time-barred before the expiry of the period stipulated in § 7 (2).
- (5) If the Seller fraudulently conceals a defect (§§ 438 subs. 3, 634a subs. 3 BGB – German Civil Code), and if and to the extent that Agrarkontor is in this case also entitled to concurrent contractual and/or non-contractual claims for damages, these claims shall be subject to the regular statutory limitation period (§§ 195, 199 BGB – German Civil Code); however, such claims shall not become time-barred before the expiry of the period stipulated in § 7 (2). In any case, the statutory limitation period under the “Produkthaftungsgesetz” (German Product Liability Act) remains unaffected.

§ 8 Trade secrets, confidentiality agreement

- (1) The Seller shall, with regard to the information provided by Agrarkontor, in particular concerning development, inventions, manufacture, purchasing, accounting, marketing and sales policy, sales, new product plans and goals, records, samples, models, drawings, sketches, development processes, production systems, content, the fact of the business relationship and key contracts (collectively “Confidential Information”), or which otherwise becomes known to the Seller due to the business relationship, treat such information as permanently confidential, not use it for any purpose in any commercial manner without the written consent of Agrarkontor, and not disclose it to any third party or use it for its own benefit or for the benefit of any third party.
- (2) The Act on the Protection of Trade Secrets (GeschGehG) shall apply.
- (3) The Seller undertakes to ensure that all persons engaged by it (corporate bodies, employees, consultants, suppliers, etc.) and

other persons to whom it grants access to the Confidential Information are subject to the same duty of confidentiality vis-à-vis Agrarkontor.

- (4) The obligation to keep the information confidential is unlimited in time and shall remain in effect even after the end of the business relationship.
- (5) However, the obligation to maintain secrecy shall not apply to information that was already generally known to the public or to the Seller prior to its notification by Agrarkontor. The same shall apply if the information becomes generally known after disclosure without any breach of contract, becomes known to the Seller from third parties without such third parties breaching a confidentiality obligation, is developed independently by the Seller itself and without reference to the information provided by Agrarkontor, is disclosed by Agrarkontor to the public or has to be disclosed due to statutory provisions.

§ 9 Quality assurance and information obligations

- (1) Agrarkontor shall, upon request, be informed in writing of any and all production facilities in which the Goods are manufactured and shall be informed without undue delay of any changes to such production facilities. The production facilities must have all certifications specified by Agrarkontor.
- (2) In order to ensure consistent and predictable product quality, the Seller shall not be permitted to make any changes to the manufacturing processes or procedures, composition, function or appearance of the Goods, raw materials or other components used for the production of the Goods without Agrarkontor's prior written consent. Agrarkontor shall decide at its sole discretion whether to grant or refuse such consent.
- (3) The Seller shall, at its own expense, verify and ensure compliance with the product specifications, the legal requirements and the quality of the Goods through continuous quality assurance and quality control measures within a comprehensive quality assurance concept. The Seller shall inform Agrarkontor in detail about the type, scope and frequency of these measures upon request.
- (4) The Seller shall inform Agrarkontor immediately after becoming aware of any internal or external incidents, investigations, findings, etc. which indicate that delivered Goods deviate from the



product specifications and/or have and/or could have quality defects and/or that legal conformity or unrestricted marketability is in doubt in any other way. In cases in which there could be a danger to life, limb or health, the Seller shall inform Agrarkontor immediately, but at the latest within two (2) hours after becoming aware of the risk.

- (5) Agrarkontor and/or experts appointed by Agrarkontor shall be entitled to inspect the Seller's premises and equipment, to review the quality assurance measures and to take samples from the current production of the Goods at any time during business hours. The frequency and scope of these audits shall be at Agrarkontor's discretion, taking into account the legitimate interests of the Seller.

§ 10 Reservation of Title

Title to the Goods shall pass to Agrarkontor unconditionally and irrespective of payment of the purchase price. If, in individual cases, Agrarkontor accepts a reservation of title, the Seller's reservation of title shall apply only insofar as it relates to Agrarkontor's payment obligation for the respective Goods. In this case, Agrarkontor shall be authorized to resell the Goods in the ordinary course of business even before payment of the purchase price, assigning the purchase price claim to the Seller. Extended, transferred or processing-related reservations of title are excluded.

§ 11 Spare parts

The Seller shall be obliged to keep spare parts for the Goods delivered to Agrarkontor available for a period of at least ten (10) years after delivery.

If the Seller intends to discontinue the production of spare parts for the Goods delivered to Agrarkontor upon or after expiry of this period, it shall notify Agrarkontor thereof immediately after the decision on the discontinuation and no later than six (6) months before the discontinuation of production.

§ 12 Force majeure

In the event of force majeure, such as industrial disputes, official measures, shortages of energy or raw materials, transport bottlenecks or obstacles, pandemics, operational disruptions, e.g. due to fire, water and/or machine damage, or other disruptions in the course of operations for which Agrarkontor is not responsible and which have a material impact, Agrarkontor shall be entitled to postpone acceptance of the service for the duration of the event of force majeure or the disruption, provided that Agrarkontor has informed the Seller without undue delay of the occurrence of the force majeure. If the event of force majeure or disruption persists for longer than one (1) month, Agrarkontor may withdraw from the contract with regard to the part not yet fulfilled, provided that Agrarkontor has informed the Seller without undue delay of the occurrence of the force majeure. Any rights of the Seller in the event of force majeure shall

remain unaffected. Force majeure is any external event caused by elementary forces of nature or by the actions of third parties which is unforeseeable according to common sense and experience, which cannot be prevented or rendered harmless by economically acceptable means, even by the utmost care reasonably to be expected in the given situation, and which is not to be accepted due to its frequency of occurrence.

§ 13 Severability clause

If any individual provisions of the contract with the Seller, including these AEB, are or become ineffective in whole or in part, the validity of the remaining provisions shall not be affected.

§ 14 Final provisions, choice of law and place of jurisdiction

- (1) In the event of a dispute, all contracts concluded with Agrarkontor shall be governed exclusively by the law of the Federal Republic of Germany. German law applies exclusively. This shall also apply if the Seller does not have a general place of jurisdiction in Germany or if the place of business, place of residence or habitual residence is not known at the time when a lawsuit is filed.
- (2) The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- (3) The exclusive place of jurisdiction for all disputes arising out of or in connection with any contract shall be 46354 Südlohn, Germany.