

## General Terms and Conditions of Sale and Delivery

- 1 The Title of ownership of the goods shall pass from us to our customer at the time of complete payment for the delivery by our customer. Therefore the title of ownership remains with us until the complete payment for delivered goods will be carried out by our customer. Our customer is entitled to resell the goods to its customers within the ordinary scope of trade; the parties agree that the claims of the customer against its customers (consisting of the purchase price for the resale of the goods) will be assigned to us in the amount of all bills receivable until all our claims against our customer (regarding delivered goods) have been satisfied.
- 2 We must be notified promptly of any complaints relating to the delivered goods. Complaints regarding defects will only be legally effective if we receive them at the latest 10 days after receipt of the goods.
- 3 For reasons of document handling, we can only process and verify complaints based on non-delivery if such complaints relate to a delivery which was effected not more than 8 months before we receive such complaint. Complaints raised after expiry of this period will under no circumstances be acknowledged by us; delivery shall be deemed to have been effected in accordance with the contract after expiry of the deadline.
- 4 The prices applicable on the day of delivery shall apply.
- 5 The products manufactured and/or sold by ourselves comply with the applicable provisions of German food law, including the act on measurements and calibration, as amended from time to time. Our customer shall be obliged to check whether the delivered products are in full compliance with the laws of the countries in which they are to be distributed. In the event that the customer's inspection should ascertain that the product labeling is not in compliance with the laws of the respective countries, the customer shall be obliged to amend the product labeling so that it complies with all legal requirements (e.g. by attaching additional labels to the packages etc.)
- 6 Personal data collected in connection with the contractual relationship must be processed in accordance with applicable data protection laws, in particular the EU General Data Protection Regulation (GDPR). Each party may process personal data only on a legal basis, only for legitimate purposes and in compliance with other applicable legal provisions governing the processing of personal data.
- 7 Our products are labelled with the EAN bar code. In the event of incorrect coding due to an error for which we are responsible, our obligation shall only be to exchange the goods bearing the incorrect coding.
- 8 All prices include the costs for the Dual Packaging Disposal System where applicable. Furthermore, the Customer undertakes to comply with the provisions of the International Labour Organization [ILO] in the version valid at the respective time. The customer shall use reasonable efforts to ensure that its suppliers and subcontractors comply with equivalent social and labour standards.
10. The Customer undertakes to comply with the statutory anti-corruption provisions. The Customer in particular confirms that he shall not offer, promise or grant TEEKANNE employees or persons associated with TEEKANNE employees any unlawful benefits. The same prohibition shall apply to the Customer's employees, vicarious agents and other third parties acting upon the Customer's instructions
11. The Customer shall comply with all applicable export control, customs and sanctions regulations of the European Union, Germany and other relevant jurisdictions. Performance of the contract is subject to the condition that no legal or official obstacles arising from such regulations prevent fulfilment.
12. This agreement and any disputes arising out of or in connection with this agreement (including those relating to this arbitration clause) shall be governed by the laws of the Federal Republic of Germany except for the UN Convention on Contracts for the International Sale of Goods (CISG) and for the conflict of laws rules. All disputes arising out of or in connection with the present agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by an arbitral tribunal of three arbitrators appointed in accordance with said Rules. The presiding arbitrator shall be nominated by the party-appointed arbitrators. The place of the arbitral proceedings shall be Frankfurt a. M. (Germany), the language of the proceedings shall be English. The Emergency Arbitrator Provisions and the Expedited Procedure Provisions shall not apply. Conservatory and interim measures may be applied for before any state court of competent jurisdiction.

Partner with unlimited liability: TEEKANNE Beteiligungs GmbH (Local Court of Düsseldorf, HRB 732)  
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