

General Terms and Conditions of Purchase (as of 18.04.2023)

HoWe Wurstwaren KG, Nürnberg

1. General Provisions

These General Terms and Conditions of Purchase (GTCP) apply to all contracts concluded between HoWe and the Supplier for orders or in any other form. Deviating General Terms and Conditions (GTC) of the Supplier shall only apply if HoWe has expressly acknowledged them in writing (transmission by e-mail or fax shall be deemed to be "in writing"). The acceptance of deliveries, services of the Supplier without objection to the Supplier's terms and conditions or payment does not imply HoWe's acceptance of the Supplier's terms and conditions. If the Supplier has accepted the GTCP, these shall also apply to future contracts with the Supplier.

2. Offers, Orders, Conclusion of Contract

2.1. The preparation of offers or the preparation of cost estimates is free of charge for HoWe and does not oblige HoWe to place an order. If the Supplier deviates from a request from HoWe in its offer, it must expressly point this out when submitting the offer. HoWe shall not assume any costs or remuneration for visits, planning and other preliminary work carried out by the Supplier in connection with the preparation of quotations, unless this has been agreed upon in advance.

2.2. Orders, their modification or additions as well as other agreements made in connection with the conclusion of a contract with the Supplier are binding if they are acknowledged or confirmed in writing by HoWe. Deviations of an order confirmation of the Supplier after conclusion of the contract shall only apply if HoWe confirms the deviations in writing.

3. Terms of Delivery, Prices

3.1 Unless otherwise agreed, the Supplier shall deliver "DDP Destination, Incoterms®2020". The Incoterms clause applies to all deliveries and services that the Supplier has to perform in order to fulfill its performance obligations up to the named place of destination. The delivery must be accompanied by all relevant documentation and certifications that must be submitted at the same time.

3.2 Unless otherwise agreed upon, prices refer to the arrival of goods at the destination or the provision of services at the place of execution. They shall apply to all deliveries and services which the Supplier has to provide in order to fulfil its obligations. As far as property rights are concerned, the prices include the granting of rights of use to them for the contractually intended purpose. In the event of agreed acceptance or statutory acceptance of the delivery or service owed by HoWe, each contracting party shall bear the costs incurred by it in relation to the place of acceptance.

4. Shipping, Transport Insurance, Packaging, Origin of Goods

4.1. For each delivery, a dispatch note/delivery note must be handed over to the recipient on the day of delivery. If a bill of lading is to be issued and it contains incorrect or inaccurate information, the Supplier shall be liable to HoWe for any resulting delays and damages. All shipping documents must correctly list the HoWe order number and the consignee specified in the purchase order.

4.2. In the case of deliveries, the Supplier must take out transport insurance with full coverage at its own expense in addition to the obligations under "DDP".

4.3. If the delivery is dangerous goods or other goods that are subject to special national and international shipping and labeling or transport security regulations, the Supplier must pack and label them accordingly and send them to the destination in compliance with the relevant regulations.

4.4. If rules of origin according to EU preferential agreements are to be met for the delivery, the Supplier will provide HoWe with the corresponding proof of preference, such as a movement certificate. Otherwise, the Supplier shall notify HoWe of the non-preferential origin of delivered goods.

4.5. If goods are supplied from bilateral or multilateral preferential agreements or if unilateral conditions of origin of the Generalised System of Preferences for Beneficiary Countries (GSP) have to be met, these must be complied with.

4.6. The Supplier must take back transport packaging at the destination free of charge.

4.7. The Supplier must also comply with the aforementioned provisions in Section 4 if its delivery and service obligations do not end with delivery, but if it has assumed further obligations, such as installation, and acceptance by HoWe has been agreed or is required by law.

5. Ownership, Industrial Property Rights, Copyright, Confidentiality

5.1. Drawings, samples, recipes and other documents as well as aids which HoWe provides to the Supplier for the execution of orders remain the property of HoWe or the owners of the respective IP rights (intellectual property rights). They may only be used as intended for the performance of the respective contract and must be returned to HoWe at any time upon request.

5.2. The Supplier must respect copyrights and other industrial property rights to which HoWe or third parties have rights of use. Their use is only permitted for the purposes contractually agreed upon. If it uses third parties to fulfill the contract, it must ensure, even if HoWe has authorized the use of them, that they comply with the protection of the rights.

5.3. If products are manufactured from documents, drawings, recipes or other information designed by HoWe, the Supplier may not use or exploit them for its own purposes or for the purposes of third parties. It may not offer the products to third parties or deliver them to third parties without the prior written consent of HoWe.

5.4. All documents, information about provisions and our other know-how made available to the Supplier, which become known to it during the business cooperation, shall be deemed to be protected trade secrets. The Supplier must keep it secret and may not transfer it to third parties or bring it to the attention of third parties without our express written consent, except in the case of mandatory disclosure obligations under law and in the event of official or court orders. Third parties used by the Supplier to fulfill the contract must be expressly obliged to maintain confidentiality if it is essential to bring the protected know-how to their attention. The Supplier must also keep secret all new knowledge and results gained through its involvement; this does not apply to those that are already publicly accessible without its intervention or became generally known.

6. Deadlines, Dates, Contractual Penalty

6.1. The decisive factor for compliance with agreed deadlines and dates is the receipt of the complete defect-free delivery and/or service with the documentation and other relevant documents owed at the destination or the successfully carried out acceptance, if such an acceptance has been agreed or provided for by law. Outstanding plans, calculations or other documents that HoWe must release must be handed over to HoWe in a timely manner so that the contractual deadlines and deadlines can be met.

6.2. As soon as the Supplier recognises that it is unable to meet agreed deadlines and dates in full or in part on time, it must inform HoWe immediately, stating the reasons and the expected duration of the delay. Such notifications have no influence on the course of the deadlines and dates and do not affect the legal rights and claims to which HoWe is entitled in the event of default.

6.3. If a contractual penalty has been agreed and incurred in the event of default, HoWe may assert it until the invoice for the deliveries or services rendered late has been paid, without having to reserve the right to do so at the time of acceptance or acceptance, if this was agreed or provided for by law.

7. Partial, Excess or Short Deliveries

7.1. Partial deliveries or partial services require the prior written consent of HoWe. If these are also accepted without prior consent, this does not constitute an early due date of payment obligations or HoWe's consent to the assumption of additional transport costs.

7.2. HoWe reserves the right to accept excess or short deliveries in individual cases. In the event of additional deliveries without prior written consent, HoWe shall be entitled to refuse acceptance of the delivery or to store or return it to the Supplier at the Supplier's expense and risk.

8. Assumption of Risk, Acceptance or Declination, Force Majeure

8.1. The Supplier bears the risk of accidental loss and accidental deterioration of the goods until they arrive at the place of destination. The risk is transferred to HoWe upon arrival at the destination. If acceptance by the Purchaser is provided for or agreed by law, the Supplier shall bear the risk until HoWe has declared acceptance.

8.2. HoWe is otherwise only obliged to accept deliveries if the goods have the agreed quality characteristics.

8.3. Cases of Force Majeure as well as other external circumstances that cannot be foreseen and influenced by HoWe entitle HoWe to postpone the acceptance of deliveries and/or services or acceptance for the duration of the obstacle and to withhold the consideration. This also applies in the event that the Supplier has legitimately invoked a circumstance of force majeure and proves it.

9. Invoice, Payment

9.1. Invoices must be submitted separately in a single copy after the complete defect-free delivery, completion of services or, in the case of performance-related services, after their acceptance for each order - with the Supplier providing the order data. Invoices without an order number will be returned to the Supplier unprocessed.

9.2 Unless otherwise agreed upon in writing, properly submitted verifiable invoices shall be paid within 14 days with a 3% discount or within 30 days net. The period runs upon receipt of the invoice, but not before complete defect-free fulfillment of the contract and/or acceptance, if such fulfillment is provided for by law or contractually agreed.

10. Notice of Defects, Rights in the Event of Defects, Period of Limitation

10.1. Insofar as the commercial obligation to inspect and give notice of defects applies, the obligation is limited to the inspection of the goods by HoWe for quantity and identity, for externally recognizable transport or packaging damage as well as random inspection of the goods for their essential characteristics, insofar as this is reasonable. If obvious defects are recognizable, HoWe shall notify the Supplier immediately, at the latest within 5 days of delivery, and other defects immediately after their discovery. In

cases of doubt about quantities, weights and dimensions, the values determined at the place of destination shall be decisive.

10.2. The Supplier owes defect-free deliveries and services upon arrival of goods at the place of destination. The deliveries and services must have the agreed characteristics as well as guaranteed values and properties and fulfil the intended purpose. The Supplier is also responsible for ensuring that objectively expected features and properties are fulfilled, provided that these are not pushed back by individual agreements. Among other things, it is responsible for ensuring that deliveries and services comply with the current state of the art and the rules of technology and that qualified personnel are used for services, even without an expressed contractual provision. Deliveries must be equipped with prescribed safety devices. Safety regulations must be complied with by the Supplier.

10.3. The Supplier must comply with relevant environmental protection, hazardous substances, dangerous goods and accident prevention regulations, and professional association requirements for occupational safety. The provisions of the Product Safety Act must be taken into account. The Supplier must comply with any special safety and hygiene regulations applicable at the place where the service is provided and brought to the Supplier's attention.

10.4. Insofar as deliveries and services are products, objects or parts that are subject to the Food, Consumer Goods and Feed Code or come into contact with such products, its requirements must be met. If Regulation (EC) No. 1907/2006 "REACH Regulation" applies to the delivery or components of the delivery, the respective substances must be pre-registered, registered or approved in accordance with the current version of the regulation and other requirements from this, such as the submission of a safety data sheet, must be met.

10.5. The release of submitted drawings, samples and other documents (e.g., documents, specifications) by HoWe does not affect the Supplier's responsibility for the proper, complete and defect-free performance of the contract.

10.6. In the event of defects and in the event of a warranty claim, HoWe shall be entitled to the statutory warranty rights without restriction. If acceptance is contractually agreed or provided for by law, HoWe may refuse acceptance and withhold any advance payment linked to it if the service is not provided in full or is defective. This shall also apply if the acceptance date has been agreed or if the Supplier has set HoWe a deadline for acceptance.

10.7. Insofar as the warranty claims go beyond the statutory rights in the event of defects, these remain unaffected. For claims for defects subject to the statute of limitations, the statutory period runs for 24 months. It begins with the delivery and/or service or acceptance, if such is provided for or agreed by law. Longer statutory limitation periods for the limitation period of claims for defects and the duration and course of the statutory regular limitation period remain unaffected.

10.8. If a defect becomes apparent within the limitation period, HoWe shall be entitled, at its own discretion, to demand supplementary performance through repair, subsequent delivery or new production within a reasonable period of time in accordance with the statutory provisions. The place of supplementary performance is the place of destination, the place of acceptance or the final place of shipment if this was known to the Supplier. The Supplier shall bear all expenses incurred in connection with the determination and rectification of defects, including those incurred on site at HoWe, in particular within the legal framework inspection costs, removal and replacement costs, labor and material costs as well as transport and other subsequent performance costs for the replacement of defective items.

10.9. In urgent cases, if the Supplier cannot be reached and there is a risk of disproportionately high damage, HoWe has the right to remedy the defect at the expense and risk of the Supplier or to have it carried out by third parties. HoWe will inform the Supplier of such measures immediately.

10.10. If HoWe has installed or attached a delivered item that proves to be defective in another item in accordance with the type and intended use, the Supplier shall reimburse the necessary expenses incurred by HoWe as supplementary performance costs within the scope of subsequent performance if HoWe has to remove the defective item and install it as a repaired item or a newly delivered defect-free item or reattach it to the other item.

10.11. If the supplementary performance has not taken place within a set reasonable period of time, has failed or if the setting of a deadline was unnecessary, HoWe may withdraw from the contract in accordance with the statutory provisions and demand compensation or compensation in lieu of performance, reimbursement of expenses or a reduction.

11. Granting of Rights of Use, Infringement of Third-Party Property Rights

The Supplier shall ensure that HoWe receives the rights of use required for the contractual purposes of use without restriction and that it does not infringe copyrights, patents or property rights of third parties. It shall indemnify HoWe against all claims justifiably made against HoWe due to infringement of an industrial property right and shall bear the costs of safeguarding the rights if these Supplier claims are based on a culpable breach of duty by it. HoWe will inform the Supplier immediately in the event of a claim.

12. Non-Contractual Product Liability, Other Liability, Insurance

12.1. The Supplier shall indemnify HoWe against all claims arising from product liability if these are due to a fault in the delivery and/or service provided by it. Under the same conditions, it shall also be liable for damages incurred by HoWe in such cases as a result of precautionary measures that are appropriate in terms of type and scope and are legally necessary, e.g., through public warnings or recalls. This is without prejudice to HoWe's right to claim its own damages against the Supplier. In all other respects, the statutory provisions shall also apply to the other liability of the Supplier, irrespective of the legal grounds.

12.2. The Supplier undertakes to insure corresponding risks in an appropriate amount, to maintain the insurance coverage for as long as a claim by HoWe is to be expected and to prove this to HoWe upon request by presenting its insurance policy.

13. Data Protection

The Supplier is obliged to comply with the applicable provisions of the EU GDPR and German data protection laws, in particular with regard to the processing of personal data. If the transfer of personal data to third parties is necessary for the fulfilment of the contract, it must oblige them to comply with the data protection regulations. HoWe is entitled to store and process all data provided to HoWe by the Supplier, taking into account the applicable data protection regulations, even if it is personal data. In all other respects, HoWe adheres to the data protection policy, which can be viewed at:

<https://www.howe-nuernberg.de/en/datenschutz/>.

14. References/Advertising

The Supplier is not entitled to use information about an intended or existing contractual cooperation with it for reference or marketing purposes without the written consent of HoWe. Photographing on the company premises as well as the use and/or publication of information of any kind about the company is also prohibited without the written consent of HoWe.

15. Transfer of Orders, Assignment, Retention of Title

15.1. The Supplier may only entrust the execution of orders or essential parts thereof to third parties with our prior written consent.

15.2. The Supplier may only assign its claim against HoWe to third parties or have it collected by third parties with the prior written consent of HoWe, unless the claims are legally established or uncontested.

15.3. The ownership of Supplier deliveries is transferred to HoWe in accordance with the statutory provisions. HoWe objects to the Supplier's retention of title provisions insofar as these go beyond the simple retention of title. In individual cases, they require a prior written agreement. If, however, subcontractors assert ownership rights, co-ownership rights or liens with HoWe or have enforcement measures carried out, HoWe will assert a claim against the Supplier for all damages incurred by HoWe as a result.

16. Statutory Minimum Wage (MiLoG), Act on Mandatory Working Conditions (AEntG), Prohibition of Illegal Employment

16.1. The Supplier is obliged to ensure that the employees employed by it or its subcontractors for the execution of contracts concluded with HoWe are paid the statutory minimum wage or, if the services to be provided fall within the scope of a European Workers Directive and/or the AEntG, in particular in the case of postings from abroad or abroad, the respective prescribed working conditions, depending on their duration of use. It must also comply with other contractual and legal obligations to pay contributions to comply with the social security regulations, professional associations and other institutions, to oblige subcontractors accordingly and to obtain confirmations from them that they will comply with the current Supplier requirements.

16.2. If justified claims are asserted against HoWe due to non-compliance with the Supplier's obligations, the Supplier shall indemnify HoWe against these claims or compensate for the resulting damage incurred.

16.3. Illegal employment or the commissioning of illegal employment of any kind by the Supplier is to be avoided.

17. Code of Conduct for Suppliers and Service Providers

HoWe observes internationally recognized environmental, labor and social standards and is particularly committed to the observance of human and environmental rights as well as other sustainability issues. This is described and regulated in the Code of Conduct, available at: <https://www.howe-nuernberg.de/en/unternehmen/verhaltenscodex/>. Suppliers and service providers alike must acknowledge this Code of Conduct, take into account the principles and requirements set out in it, and inform their Suppliers accordingly.

18. Place of Performance, Applicable Law, Place of Jurisdiction

18.1. The place of performance for all obligations of the Supplier is the place of destination or the place of acceptance, if such has been agreed or provided for by law.

18.2. German law applies. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (UN Sales Convention; CISG) is excluded.

18.3. The place of jurisdiction is the court having jurisdiction at HoWe's registered office in Nuernberg. HoWe may, at its own discretion, alternatively seek legal action against the Supplier at its general place of jurisdiction.