

1 Validity of the general terms and conditions

1.1 The following terms and conditions alone and - provided that these terms and conditions do not include a provision to the contrary - the law of Germany, shall apply for the purchase of goods and services by Georg Rügamer GmbH as well as for contractual cultivation.

1.2 Terms and conditions of the supplier contrary to, or deviate from, the terms and conditions below shall not be recognized unless their validity is expressly agreed in writing. These terms and conditions of purchase shall also apply in those cases in which a delivery is accepted without reservation in the knowledge that the terms and conditions of the supplier are contrary to, or differ from, these terms and conditions of purchase.

1.3 Our terms and conditions of purchase shall only apply to registered traders.

2 Concluding a contract

2.1 Orders may be placed in writing or by e-mail, otherwise they shall only be binding if they are confirmed in writing or by e-mail. All agreements made to carry out or to amend the contract shall also have to be made in writing to be valid or the exchange of statements will have to be sent by e-mail.

2.2 We shall abide by our order until the day following the receipt of our order by the supplier. The order is to be accepted by the supplier in writing or by e-mail. This shall not apply if our order is based on a binding offer made by the supplier.

3 Purchase made on the basis of the sample approval or analysis approval

3.1 If a purchase is made on the basis of a sample approval or analysis approval the contract shall only become valid if the sample is approved in writing.

3.2 The rejection of a sample after conclusion of contract doesn't release the supplier from the duty of the delivery of goods in accordance with approved sample.

3.3 The approval period is twenty working days from the receipt of sample, beginning on the day following the day of sample receipt by Georg Rügamer GmbH. Saturdays are no working days.

3.4 The running of the approval period shall be suspended between the 24.12. of a year and the 06.01 of the following year, since Georg Rügamer GmbH is closed down between these dates.

4 Nature of the goods

4.1 The supplier must supply goods that comply with the German and European regulations governing food and drugs, including their packing. The supplier is responsible for quality and hygiene controls to guarantee that the agreed specifications are met including properly conducted transport.

4.2 The same shall apply accordingly for the purchase of packing material.

4.3 The supplier shall be liable for every discrepancy from the specifications under 4.1 and/or 4.2 and 3.1.

5 Period allowed for the notification of defects, Statute of limitations, Recourse against the supplier

5.1 The period allowed for the inspection of the goods and notification of defects in the delivered goods for identifiable defects shall be 20 working days from hand-over, the period for notifying concealed defects shall be 20 working days from discovery. Saturdays shall not be counted as working days.

5.2 The running of the period allowed for inspection and notification of defects shall be suspended from 24.12 of a year until 06.01 of the following year since Georg Rügamer GmbH is closed between these dates.

5.3 The supplier's liability for defects shall become time-barred two years from delivery.

5.4 If recourse is made on us as a supplier and if we have to fulfil the claims of registered traders who are in the supply chain to the consumer, our claims on our supplier shall expire two months after the point in time at which we have fulfilled the claims of our creditor. The

running of a period cannot be suspended for more than five years from the point in time at which the supplier had delivered the thing to us at the latest.

6 Notification duties

6.1 The Supplier shall have to notify us without delay by submitting proof, if it appears that it will not be possible for him to render all or any of his performance as a result of force majeure, bad harvests or reduced yields, or if this is already the case. Should he fail to notify us, he shall have to allow himself to be treated as if he were responsible for the impossibility of performance.

6.2 We are to be notified in good time prior to an appraisal of the contractual area to be used for contractual cultivation by expert assessors for the purposes of asserting a claim for bad harvests or low yields, so that we can be present during the appraisal. However, we are to be given a minimum of five days' notice prior to the date.

7 Additional terms and conditions for contractual cultivation, pre-emptive right to buy.

7.1 In so far as an agreement is made with the supplier, that he shall cultivate the goods himself, he may only fulfil the contract with his own products. If agreements on cultivation, harvest and supply have been made, he shall have to adhere to them.

7.2 The supplier shall vouch that the land used for the cultivation of contractual products shall be free of chemical and biological pollutants which could have an adverse long-term effect on the cultivated product. Fertilizers and pesticides may only be used in compliance with the statutory regulations. The harvest, and if necessary further processing and transport, of the cultivated product have to be carried out in such a way that the detrimental impact on the natural characteristics of the product is minimalized. The goods resp. the seeds of the goods has not been treated genetically and is produced without using any additives.

7.3 To check compliance with the set requirements, we shall be entitled to visit the land used for cultivation, stores and processing premises at any time, as well as to take samples of all types and to analyze them.

7.4 With regard to such products covered by contractual cultivation which do not comply with the contract in terms of condition and quality, the supplier shall grant us a pre-emptive right to buy.

8 Place of fulfilment, Default in taking delivery

8.1 The place of fulfilment for all rights and duties created in this contract shall be the courts having jurisdiction where Georg Rügamer GmbH has its principal place of business.

8.2 Consignments shall have to be delivered on the agreed dates. If consignments are delivered on time, we shall only be in default in taking delivery if we do not unload the goods by the day following the stated day of delivery. If a delivery date has not been agreed, we shall only be in default with taking delivery following the expiry of the third working day after delivery has been reported. If a consignment is not delivered on time, we can specify a new delivery date at our equitable discretion; we shall reserve our legal rights in the event of default in delivery by a supplier.

9 Confidentiality

9.1 The supplier shall be obliged to keep in strict secrecy all documents and information, diagrams and drawings he receives. This information may only be divulged to third parties with our prior written consent.

9.2 The obligation to maintain secrecy shall also apply after the end of the contract. It shall expire if, and so far, as the expertise contained in the information has entered the public domain.

10 Law applicable, Place of jurisdiction

10.1 These terms and conditions of purchase shall be governed by German law. The application of the UN law on sales shall not apply, if no separate agreement is made to the contrary.

10.2 The place of jurisdiction for all disputes arising from this contract shall be the courts having jurisdiction where Georg Rügamer GmbH has its principal place of business; we shall also be entitled to take legal action at the courts having jurisdiction where the supplier has his principal place of business.

Schwebheim, March 2018