



General Terms and Conditions of Sale and Delivery of Hafen-Mühlen-Werke GmbH

1. Scope of the Terms and Conditions

1.1 These General Terms and Conditions of Sale and Delivery apply to all business transactions and deliveries by Hafen-Mühlen-Werke GmbH (hereinafter also referred to as “we” or “us”) to its customers (hereinafter referred to as “Buyers”), provided that such customers are business entities within the meaning of Section 14(1) of the German Civil Code (BGB).

1.2 These General Terms and Conditions of Sale and Delivery apply exclusively. Any conflicting or deviating general terms and conditions of the buyer shall not apply unless we have agreed to their validity in writing. This also applies if we carry out the delivery without reservation while being aware of the buyer’s conflicting or deviating terms and conditions. If the delivery of certain goods is made under individually negotiated terms, these General Terms and Conditions of Sale and Delivery shall apply in addition, provided they do not conflict with the individually agreed terms. They shall also apply to all future transactions and deliveries between us and the buyer.

2. Offers, Prices, Side Agreements

2.1 Our offers are subject to change. The contract becomes binding only upon our written order confirmation or upon immediate delivery.

2.2 Our prices are net product prices and are quoted ex our warehouse in Gnarrenburg (EXW Gnarrenburg Warehouse – INCOTERMS® 2020), unless otherwise specified in the order confirmation. Costs arising from the return of packaging materials, if any, are not included.

2.3 If our price calculation is based on the commodity prices, energy prices, freight costs, government levies, or wages in effect at the time the contract is concluded and if these cost factors increase or decrease by a total of more than two (2) percent after the contract is concluded, we may adjust the price accordingly. The adjustment is limited to the verifiable change in costs and is contingent upon there being more than six (6) weeks between the conclusion of the contract and the agreed-upon delivery date. A price increase will take effect unless we can offset the cost increase through reasonable measures. If a price increase exceeds ten (10) percent of the originally agreed-upon net purchase price, the buyer may withdraw from the contract within five (5) business days of being notified of the price adjustment.

2.4 The conclusion of the contract and delivery are subject to our suppliers providing us with correct, complete and timely delivery. This reservation applies only if, prior to the conclusion of the contract, we have entered into a corresponding hedging transaction with the respective supplier for the goods required to fulfill the customer’s order and the failure to deliver, delayed delivery, or defective delivery is not attributable to us. In this case, we may postpone delivery for the duration of the hindrance or, if the goods are permanently unavailable, withdraw from the contract in whole or in part. We will inform the buyer of this immediately and promptly refund any consideration already



paid. Our statutory rights, as well as the buyer's rights, remain unaffected in all other respects.

3. Payments, Creditworthiness

3.1 The terms of payment set forth in our order confirmation shall apply.

3.2 If the buyer is in default of payment, we are entitled to charge interest on arrears at the statutory rate. For claims for payment arising from legal transactions in which a consumer is not a party, the interest rate on arrears is nine (9) percentage points above the applicable base rate. We reserve the right to claim further damages.

3.3 When making a bank transfer, please include the customer number and invoice number. If this is not done, any resulting delays will be the buyer's responsibility.

3.4 Checks are accepted only on account of performance and do not constitute fulfillment of the claim until they have been cashed without reservation.

3.5 If, after the conclusion of the contract but before the goods are made available or delivered, we become aware of objective circumstances that justify reasonable doubt regarding the buyer's ability to perform or creditworthiness, we are entitled to demand payment in advance or appropriate security. Such circumstances include, in particular, late payment, a negative credit report, a significant deterioration in financial standing, or a petition to initiate insolvency proceedings. If the buyer fails to provide the required advance payment or security within a reasonable period, we may withhold any outstanding deliveries or services and, provided the legal requirements are met, withdraw from the contract. Further statutory rights remain unaffected.

4. Delivery, Transfer of Risk

4.1 Delivery and the transfer of risk shall be governed by the provisions of INCOTERMS® 2020 – EXW from our warehouse in Gnarrenburg, unless another location is specified in the order confirmation. Upon actual receipt of the goods, the buyer assumes responsibility for their proper storage, handling, further processing and transfer, in each case in accordance with applicable laws. Liabilities under public law remain unaffected by this provision to the extent that they are mandatorily assigned to a specific party by law. We are entitled to make partial deliveries, provided such deliveries are reasonable for the buyer.

4.2 Delivery times are non-binding unless we have confirmed them in writing as binding in the order confirmation. If written delivery times have been agreed upon, they begin upon conclusion of the contract, but not before the buyer has provided the necessary documents, permits and approvals.

4.3 Events beyond our control that significantly impede or temporarily prevent delivery shall extend the delivery period by a reasonable amount of time equal to the duration of the hindrance, plus a reasonable period for restarting operations and reorganization. Such events include, in particular, strikes, power outages, traffic disruptions, floods, fires, theft, fog, animal epidemics, blockades, government measures, delivery bans, or similar events. We will immediately inform the buyer of the occurrence and expected duration of the hindrance. If the hindrance lasts longer than



three (3) months, either party is entitled to withdraw from the contract with respect to the portion that has not yet been fulfilled.

4.4 If we are in default of a delivery for which we have given a binding commitment, the buyer may set us a reasonable grace period in writing to fulfill our obligation. Upon the fruitless expiration of this grace period, the buyer is entitled to rescind the contract in accordance with statutory provisions. A grace period is not required to the extent provided for by law.

4.5 The buyer is obligated to accept the ordered goods. If the buyer defaults on this obligation, we are entitled to set a reasonable grace period in writing, stating that we will refuse to fulfill the contract after this period has expired. Upon the fruitless expiration of the grace period, we may, at our discretion, withdraw from the contract or claim damages for failure to perform.

5. Quality Information, Testing Requirements and Disclosure Obligations

5.1 Our statements regarding the suitability for use or the nature of the goods are non-binding unless they are agreed upon in writing in our order confirmation.

5.2 The goods may exhibit variations in quality, weight, purity and strength that are customary in the trade; such variations do not constitute a defect. The weight determined at the time of shipment is decisive for determining the delivery weight. Changes in weight resulting from transportation or temperature fluctuations do not constitute a defect.

5.3 Immediately upon receipt of the goods, the buyer must take appropriate measures to verify that the delivered goods are in order with respect to quantity, completeness, quality, weight, best-by date, freedom from defects and other characteristics; the commercial obligations to inspect and give notice of defects under § 377 of the German Commercial Code (HGB) remain unaffected.

5.4 Any damage caused during shipping must be recorded in writing immediately upon receipt, documented with photographs if possible and reported to us without delay.

5.5 If a defect becomes apparent, the buyer must notify us of it immediately, but no later than within five (5) business days after the transfer of risk, in writing, for example by email. The same applies to discrepancies in items or quantities. Hidden defects must be reported in writing without delay during the warranty period, but no later than five (5) business days after the defect is discovered. Claims for defects after processing or onward shipment are excluded to the extent that the defect would have been detectable upon proper inspection prior to processing or onward shipment. Rejected goods must, to the extent possible, remain in their shipping containers so that we can properly verify the validity of the complaint.

5.6 Filing a complaint regarding defects does not relieve the buyer of the obligation to accept the goods and pay for them in accordance with the contract.



5.7 After the transfer of risk, the buyer is obligated to store, handle, process and distribute the goods in compliance with the food, feed, storage and labeling regulations applicable to the buyer.

6. Warranty

6.1 The buyer's warranty rights are contingent upon the buyer having promptly fulfilled his obligations to inspect the goods and report defects in accordance with Sections 5.3, 5.4 and 5.5.

6.2 If there is a defect for which we are responsible, we are initially entitled to remedy the defect. Remedial performance shall be carried out, at our discretion, by either correcting the defect or delivering goods free of defects. If the remedial performance fails, is impossible, or is unreasonable for the buyer, the buyer may reduce the purchase price or rescind the contract in accordance with statutory provisions. If only a portion of the delivered goods is defective, the buyer's rights are limited to that portion, provided that separation is possible and reasonable for the buyer. Claims for damages exist only in accordance with Section 7.

6.3 The statute of limitations for claims for defects is governed by statutory provisions, unless otherwise expressly agreed upon in individual cases.

7. Liability

7.1 We assume unlimited liability for damages resulting from injury to life, body, or health. The same applies to damages under the Product Liability Act, in cases of fraud, when a warranty is assumed and for damages resulting from an intentional or grossly negligent breach of duty by us, our legal representatives, or our agents.

7.2 In the event of a breach of material contractual obligations due to slight negligence, we are liable only for foreseeable damages typical for this type of contract. Material contractual obligations are those obligations whose fulfillment is essential for the proper performance of the contract and on whose compliance the buyer may reasonably rely. In all other respects, our liability for damages caused by slight negligence is excluded. This provision does not entail a shift in the burden of proof to the detriment of the buyer.

8. Reservation of Title

8.1 All goods delivered by us remain our property until all current and future claims arising from the ongoing business relationship with the buyer have been settled ("Goods Subject to Reservation of Title"). In the case of payment by check, the retention of title remains in effect until the check has been cashed without reservation.

8.2 The buyer is entitled to resell and further process the goods subject to reservation of title in the ordinary course of business, provided that the buyer is not in default of payment to us. Any other disposition of the goods, in particular transfer of ownership by way of security, sale for security purposes, or pledging, is prohibited prior to full payment. The buyer must immediately notify us of any third-party claims against the



goods subject to retention of title or against the claims assigned to us pursuant to Section 8.4.

8.3 The buyer shall always process or transform the goods subject to retention of title on our behalf, without this giving rise to any obligations on our part; in this respect, we are deemed the manufacturer within the meaning of § 950 of the German Civil Code (BGB) and acquire co-ownership of the new item in the ratio of the invoice value of the goods subject to retention of title to the value of the other processed items at the time of processing. Should we not acquire ownership pursuant to the foregoing, the buyer and we hereby agree that the buyer shall transfer to us co-ownership of the new item in this proportion; the transfer of possession shall be deemed to have taken place when the buyer holds the new item in safekeeping for us free of charge. If the goods subject to retention of title are combined, mixed, or blended with other items not belonging to us, we shall acquire co-ownership of the resulting single item in the ratio of the invoice value of the goods subject to retention of title to the value of the other items at the time of combination, mixing, or blending. If the buyer's item is to be regarded as the principal item, the buyer hereby transfers to us proportional co-ownership in this ratio; the second half of the second sentence applies accordingly. The resulting (co-)ownership interest shall be deemed reserved goods within the meaning of these terms and conditions; the buyer shall hold them in safekeeping for us free of charge.

8.4 The buyer hereby assigns to us, by way of security, all claims, together with all ancillary rights, arising from the resale of the goods subject to retention of title against its customers or third parties, in the amount of the invoice value of the goods subject to retention of title, including sales tax; in the case of co-ownership pursuant to Section 8.3, the assignment shall be pro rata in accordance with our share of co-ownership. We accept the assignment. The buyer remains revocably authorized to collect the assigned claims in its own name for our account, provided it fulfills its payment obligations to us. If the buyer defaults on payment or if circumstances within the meaning of Section 3.5 arise, we may revoke the authorization to collect; in this case, the buyer must notify us of the assigned claims and their debtors, provide us with all information and documents necessary for collection and notify the debtors of the assignment.

8.5 If the realizable value of the security to which we are entitled under the foregoing provisions exceeds our secured claims by more than ten (10) percent, we shall, at the buyer's request, release security of our choice.

8.6 In the event of a delay in payment by the buyer, we are entitled, in accordance with statutory provisions, to take back the goods subject to retention of title or, if necessary, to demand the assignment of the buyer's claims for surrender against third parties. The proceeds from the sale of the reclaimed goods subject to retention of title shall be applied toward the secured claim. We reserve the right to assert further claims for damages, in particular for lost profits.

9. Setoff, Right of Retention, Prohibition on Assignment

9.1 Counterclaims entitle the buyer to set off only if they are undisputed, have been acknowledged by us, or have been legally established. The buyer is entitled to a right



of retention only with respect to claims arising from the same contractual relationship and only if such claims are undisputed, have been acknowledged by us, or have been legally established. The assignment of the buyer's claims other than monetary claims requires our prior consent. The assignment of monetary claims remains unaffected to the extent permitted by law.

10. Governing Law, Jurisdiction, Miscellaneous Provisions

10.1 All business relationships between the buyer and us, including future ones, shall be governed exclusively by the laws of the Federal Republic of Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods and the Hague Convention on the Formation of Contracts for the International Sale of Goods. If the buyer is a merchant as defined by the German Commercial Code (HGB), a legal entity under public law, or a special fund under public law, the exclusive venue for all disputes shall be our place of business. However, we are also entitled to bring an action against the buyer at the buyer's general place of jurisdiction.

10.2 Should any provision of these General Terms and Conditions of Sale and Delivery be or become invalid or unenforceable, in whole or in part, the validity of the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be replaced by the applicable statutory provisions.

10.3 Any amendments or additions to contractual agreements or to these General Terms and Conditions of Sale and Delivery must be made in writing, unless a more stringent form is required by law.

10.4 Individual agreements between the parties take precedence over these General Terms and Conditions of Sale and Delivery and remain unaffected by them, provided that we have confirmed them in writing.