GENERAL TERMS AND CONDITIONS OF PURCHASE OF GETI WILBA GmbH & Co. KG, 27432 Bremervörde

1. Scope
1.1 The following general terms and conditions of purchase (hereinafter "GTC") apply to all commercial relations of Geti Wilba GmbH & Co. KG (hereinafter: „GW“) and its seller and supplier (hereinafter: „contractor“), under which the contractor delivers goods or performs services.
1.2 These GTC shall apply exclusively - also to future contracts. Deviating, contradicting or supplementary general terms and conditions of the contractor will only become part of the contract insofar as GW expressly agrees to them in writing. This requirement of express written agreement applies also in case of unconditional acceptance of the contractor's goods even when GW is aware of the contractors general terms and conditions.
1.3 Any rights of GW against the contractor according to statutory law that go beyond these GTC remain unaffected.

2. Conclusion of contract
2.1 A contract with GW is concluded if the order is issued by GW in writing. The contractor's offer is binding for a period of four weeks after the offer was received by GW. Silence of GW following an offer of the contractor shall not be considered as approval or acceptance.
2.2 In case GW issues an order without a prior offer of the contractor the contract is concluded by written acceptance of the offer by the contractor. The contractor has to declare his written acceptance within a week of the receival of the order.
2.3 GW is entitled, also after conclusion of the contract, to demand changes of the sales- and service agreement, as long as this is acceptable for the contractor. In case of such changes both parties have to duly consider the effects on possible extra costs or reduced costs as well as on the time of delivery or performance.
2.4 In case the contractor intends to change or to stop the production of the contractual goods he has to notify GW immediately and in writing, provided that the last order does not date back more than 6 months. He ensures that the contractual goods are deliverable for a period of at least 6 months after the notice to GW.

3. Time of delivery/service, Default
3.1 The agreed time or period for delivery or service is binding. Within the agreed period the goods have to arrive at the place of fulfilment. The contractor is obliged to immediately notify GW in writing and to state the reasons if he cannot meet the agreed time of delivery/performance. GW's acceptance of a new time does not constitute a prolongation of the contractually agreed time of delivery or performance. Any rights to rescission and damages, in particular damages for default of performance, remain unaffected.
3.2 In case of default of performance, GW is entitled to claim a contractual penalty fine of 0.25 % of the net price per working day, but not exceeding a total of 5% of the net price of each delivery/service. GW is also entitled to claim this contractual penalty fine alongside the fulfillment of the contract and as a minimum sum of the damages the contractor has to pay according to statutory law; rights to further compensation for damages remain unaffected. The contractual penalty fine has to be deducted from other claims for damages. In case GW accepts the delayed performance the contractual penalty fine will be claimed at latest with the last payment rate.
3.3 In case the contractor does not fulfil its contractual duties under a multi-delivery contract or a partial delivery contract at all or not at the right time, GW is entitled after fruitless expiriation of a reasonable time limit to rescind from the whole contract and to claim damages instead of performance.
3.4 The delivery/performance of parts of the contractual goods or of a higher or reduced quantity of goods is not permitted if GW has not expressed its explicit written approval.
3.5 The contractor is not entitled without prior written approval by GW to let his performance be rendered by a third party. Suppliers of the contractor are regarded as his vicarious agents.
3.6 The contractor bears the risk of procurement with regard to his own supply by his partners.

4. Prices and Payment requirements
4.1 The price stated in the order is binding and includes all performances and supplementary performances as well as all supplementary costs of the contractor. Prices are generally in Euro and include statutory VAT if these are not shown separately on the invoice.
4.2 The agreed price is due for payment within 45 calendar days after complete delivery and performance as well as the receival of a correct invoice. The payment is deemed in time if GW forwards the transfer instructions to its bank at the last day of the time limit.
4.3 Each invoice always has to include the GW’s order number and the date of order. In case of an incorrect invoice or in case of non-performance or malperformance GW is entitled to delay the payment until due fulfilment of the contract/receival of a correct invoice without losing any early payment discounts.
4.4 Regarding the default of payment statutory law applies, however in each case a written warning is necessary. GW does not owe any interest rates after expiry of the date of payment. The default interest rates amount to 5 percentage points per year above the basic interest rate.

5. Delivery
5.1 The delivery is conducted at costs and at risk of the contractor to the place of performance stated in the order. In case no place of performance is indicated the delivery/performance has to be rendered at the place of business of GW, Hansestraße 2, 27432 Bremervörde, Germany.
5.2 For each delivery a delivery note including date, content of the delivery, order number of GW and date of the order as well as the type of packaging, the coll-no. and the weight has to be attached. Also a dispatch note with the same content has to be sent to GW. In case the delivery note or the dispatch note is missing or incomplete GW is not liable for any delay in the process or the payment that results thereof.
5.3 The contractor guarantees that he fulfills all relevant provisions on delivery and declaration as well as any relevant export and import provisions.
5.4 The risk of accidental loss or accidental damage to the goods shall only then be transferred to GW when the goods are handed over to GW at the place of fulfilment or when they are accepted by GW.

6. Remedies
6.1 The contractor guarantees that the goods/services are in conformity with the terms of the contract regarding material as well as legal conformity. He guarantees in particular that the goods/services comply with the agreed quality as well as with the description of the product and other samples and specifications provided.
6.2 The contractor further guarantees that the goods/services are in conformity with the contract in every respect, in particular regarding the composition and labelling, and that they may be placed on the market in Germany unconditionally.
6.3 Regarding the delivery of packaging material the contractor also guarantees that the packaging is well-suited for the contact with foodstuffs and that such contact does not lead to negative effects on the foodstuff.
6.4 Alongside these guarantees GW is entitled to its statutory rights. Deviating from sec. 442 para. 1 s. 2 BGB (German Civil Code) GW is entitled to its statutory rights without restriction also if it was not aware of the lack of conformity of the goods/services at the time of the conclusion of the contract due to gross negligence.
6.5 GW is entitled at its choice to claim either repair or replacement of the goods/rendering of due performance. In case the contractor does not fulfil the aforementioned obligation within an appropriate time limit set by GW, GW is entitled to repair or replace the defective goods on its own at the supplier's expense. If GW uses its own workforce to repair the goods, this can be invoiced at common market prices. Further statutory claims for defects remain unaffected.
6.6 If it is unreasonable for GW to wait for the appropriate time limit to elapse, in particular due to special urgency or imminent danger of disproportionate damages, no time limit for the right to repair or replacement is needed. GW will immediately notify the contractor about such unacceptable circumstances.
6.7 In case the goods are not in conformity with the contract the contractor bears all costs incurred by the detection of the defect as well as by the repair or replacement of the defective goods irrespective of his fault, including the costs arising at GW, in particular costs of analysis, storage and labour as well as the costs for commissioning a laboratory. These rules also apply if it turns out that the goods were not defective. GW’s liability for unjustified claims for remedies is reduced to cases in which GW was either aware of the defect or not aware due to gross negligence.
6.8 Complaints about defective goods, that the contractor receives within a period of 2 weeks after delivery of the goods or in case of hidden defects after they have been detected, are at all times deemed to be immediately within the meaning of § 377 HGB.

7. Limitation
7.1 The period of limitation for claims for defective goods or defect of title is 36 months after passing of the risk. Insofar an acceptance was agreed upon the limitation period starts with the acceptance.
7.2 In case of repair or replacement of the defective goods, the limitation period for the repaired or replaced goods starts afresh at the time when the goods were repaired or replaced.

8. Warranties
8.1 The contractor is obliged to comply with the relevant national and European legal regulations (in particular with the German Food and Feed Code (LFGB)) as well as with regulations and directives of authorities and of trade and professional associations.
8.2 The contractor is also obliged to comply with the minimum level of social standards contained in the ETI Base Code (accessible and available for download under http://www.ethicaltrade.org/resources/eti-base-code) in its current version. The contractor is obliged to continually renew his knowledge about the obligations set out in the current version of the Code without further request by GW.
8.3 The contractor guarantees that certified goods comply with the legal requirements of the certificate with regard to composition and labelling (for example in case of the European “Bio”, or the “halal” labelling) and supplies the necessary documents free of charge. This also applies to any necessary certificates of origin and health marks. The contractor further guarantees that all goods are free of genetically modified organisms.
8.4 The contractor shall indemnify GW from all claims by third parties arising from a breach of the provisions in clause 8.1, 8.2. and 8.3 at first request and shall reimburse GW for all necessary costs (including legal costs and court fees) that arise in this context.

9. Product liability
9.1 The contractor indemnifies GW from all claims of third parties that relate to personal injuries or damages of goods caused by a defective product delivered by the contractor. The contractor reimburses GW for all costs and expenses caused by or in relation with claims of third parties including those of product recalls carried out by GW. GW will notify the contractor about the content and the extent of the product recall - insofar as possible and reasonable - in advance and will give the contractor an opportunity to state his point of view. Further statutory rights remain unaffected.
9.2 The contractor undertakes to maintain a product liability insurance for all damages resulting from defective products including the risk of product recalls on its own costs with sufficient coverage for personal injuries, damages of goods and financial losses (generally at least € 5 million per each case) until the limitation period for all claims that may result from the contractual relationship elapses.

10. Force Majeure
GW is not liable for the impediment of the receipt of goods or acceptance of the goods/performance, insofar this is caused by an incident of force majeure or any other incidents unforeseeable at the time of the conclusion of the contract, for which GW is not responsible. The term unforeseeable incident shall in particular refer to labour disturbances or interruptions, strike and shut out as well as to natural catastrophes.

11. Retention of title, Assignment and Right to summation
11.1 The transfer of property of the goods to GW shall be unconditional and without respect to the payment of the price. If in individual cases GW accepts an offer of the contractor to transfer the property on the condition of payment of the price, the retention of title lapses at latest with the payment of price for the delivered goods. In such a case GW remains entitled in good business practice also before payment of the price to resell the goods and to receive the due payment in its own name while previously assigning the claims resulting thereof to the contractor. All other forms of retention of title,
in particular a prolonged retention of title and retention of title referring to the processing of goods, are explicitly excluded.

11.2 Assignments without prior written approval by GW are invalid. § 354a HGB remains unaffected.
11.3 The contractor is only entitled to rights to summation and to rights to withhold for legally valid or uncontested counterclaims.

12. Secrecy
The contractor is obliged to keep all confident information originating from the cooperation strictly confidential and to process this information solely for the purposes of the contractual relationship. This includes in particular requests for information and offers, technical data, the amount of contractual goods, prices, information about products and product development, information about science and development activities, all business data and all working material provided by GW. This confidentiality agreement shall continue to apply for five more years after termination of the contractual relationship.

13. Written form requirement
13.1 All modifications and amendments to the contract must be in writing in order to be valid. This agreement on written form may only be set aside by written agreement.
13.2 Insofar these GTC require written form the transfer via email or fax is sufficient.

14. Place of fulfilment, applicable law, jurisdiction
14.1 Place of fulfilment for delivery or performance is the place of performance indicated by GW. Place of payment for the payment duties of GW is GW’s place of business.
14.2 The law of the Federal Republic of Germany shall apply exclusively. The application of international private law and of the UN Convention on contracts on the international sale of goods (CISG) are excluded.
14.3 In case the contractor is a business operator, a legal entity under public law or a special fund under public law, the place of jurisdiction lies in Bremervörde exclusively.

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