

**GENERAL TERMS AND CONDITIONS OF PURCHASE AND PAYMENT OF RAPS GMBH
(GENERAL TERMS AND CONDITIONS OF PURCHASE)**

PRELIMINARY REMARK

We, the Raps GmbH (hereinafter referred to as "**we**" or "**us**" etc place orders for business management and make use of services of all kinds. For this purpose, we conclude various contracts (e.g. purchase contracts, contracts for work and services, service or agency contracts, rental or lease contracts, travel contracts, brokerage contracts, insurance contracts, commission contracts, storage contracts, forwarding contracts and various mixed forms of the aforementioned types of contracts).

We refer to our contractual partners (e.g. suppliers, vendors, contractors, service providers, brokers, lessors, forwarding agents) in the following as "**Supplier**".

Regardless of the type of contract, we refer to a contract that we have concluded with a Supplier as a "**Contract**" in the following. The following provisions shall be interpreted in accordance with the content of the Contract.

1. SCOPE OF APPLICATION

Unless otherwise agreed in text form, these General Terms and Conditions of Purchase shall apply exclusively to all our orders - including future orders - and their processing. Deviating contractual or business terms and conditions of the Supplier shall not apply unless we have agreed to them in text form. This shall also apply if these have not been expressly objected to in individual cases or if we accept services in the knowledge of terms and conditions which conflict with or deviate from our General Terms and Conditions of Purchase.

2. CONTENTS OF THE CONTRACT

The content of the Contract shall be determined by the agreements between us and the Supplier in text form and by these General Terms and Conditions of Purchase.

3. INTELLECTUAL PROPERTY

All property rights, copyrights and other rights to illustrations, drawings, data, calculations or other documents shall remain with us. They may not be made accessible to third parties without our prior express written consent.

4. TIME OF PERFORMANCE, DELIVERY AND CUSTOMS DOCUMENTS

4.1 The time of performance specified in the order or in the Contract shall be binding. Premature performance shall require our prior consent.

4.2 The Supplier shall be obliged to inform us immediately in text form if circumstances occur or become apparent to it which indicate that the agreed time of performance cannot be met.

4.3 In the event of a delay in performance, we shall be entitled to withdraw from the Contract after the fruitless expiry of a reasonable period. Insofar as it is a transaction for delivery by a fixed date, we may also withdraw from the Contract without setting a deadline. If damage is caused to us by the delay in performance, this shall be asserted in accordance with the statutory provisions.

4.4 If we have agreed with the Supplier on a contractual penalty for a delayed performance, we are entitled to set off the amount of the agreed contractual penalty against the purchase price

4.5 Incorrect or incomplete delivery or customs documents shall entitle us to refuse acceptance.

5. PLACE OF PERFORMANCE, SHIPPING COSTS AND TRANSFER OF RISK

5.1 Unless expressly agreed otherwise in text form, the place of performance for all services rendered by the Supplier shall be the respective place designated by us in the Contract or in the order.

5.2 The place of performance for payment shall be the registered office of our principal place of business.

5.3 Unless expressly agreed otherwise in text form, the Supplier shall be obliged to deliver carriage paid in accordance with Incoterms[®] 2020 / ICC (DDP - Delivered Duty Paid).

5.4 The risk of accidental loss or accidental deterioration of the object of performance shall in any case be borne by the Supplier until handover at the place of performance, irrespective of whether the performance was agreed to be carriage paid or not.

6. QUALITY, INSPECTION OBLIGATIONS OF THE SUPPLIER, WARRANTY, INSPECTION, LIABILITY FOR DEFECTS

6.1 The Supplier guarantees that the performance complies in all respects with the agreed quality requirements, in particular with the contents of an agreed specification sheet or our approved supplier specification documents. All deliveries must fully comply with the quality and suitability required in our order or, in the absence of a special requirement, with the quality and suitability customary in the trade. The information on the delivery and the specifications stated in our orders and contracts shall be deemed to be information on quality.

6.2 The Supplier warrants that all (1) foodstuffs, (2) goods and raw materials intended for the production of foodstuffs as well as (3) packaging delivered by it comply with all relevant foodstuff regulations applicable in Austria and the administrative practice in this respect in Austria. When supplying equipment of any kind, the Supplier warrants that the equipment complies with all accident prevention, safety and environmental protection regulations applicable in Austria (including ÖVE/ÖNORMEN) and is in line with the current state of the art.

6.3 The Supplier shall be obliged to deliver only foodstuffs and qualities and raw materials intended for the production of foodstuffs (hereinafter jointly referred to as “**Goods**”) which (1) do not contain any substances hazardous to health, which (2) comply with the regulations and recommendations under food law and which (3) do not contain any foreign bodies. The Goods must be naturally pure, without any other (e.g. chemical) additives and treatments, and must not contain genetically modified organisms subject to mandatory labelling (Regulations EG No. 1829/2003 and EG 1830/2003), unless expressly agreed otherwise in each case. The Goods shall be cleaned according to the state of the art and comply with the "European Spice Association Quality Minima Document" (www.esa-spices.org). The Goods shall only be transported by suitable vehicles approved for foodstuffs.

6.4 The Supplier (even if it is only an intermediary) shall be obliged to inspect the delivered Goods with regard to the specifications stated in clauses 6.1 and 6.2, unless expressly agreed otherwise in text form. Corresponding test certificates shall be submitted as an evidence to us by the Supplier upon request. The Supplier must keep reserve samples and hand them over to us upon request.

6.5 If the Contract concluded with the Supplier is a commercial transaction, we shall be obliged to inspect the Goods or services within a reasonable period of time for any deviations in quality and quantity; the

notice of defect shall be deemed to be in time if it is received by the Supplier within 7 working days, calculated from receipt of the Goods or, in the case of hidden defects, from discovery.

6.6 We shall be entitled to the statutory claims for defects in full. In particular, we shall be entitled to choose freely between the primary and secondary warranty remedies, taking into account the economic reasonableness.

6.7 Unless longer statutory periods apply or a deviating agreement has been made, the limitation period for our claims for defects under commercial law shall be 3 years, calculated from the transfer of risk; this shall also apply to claims for breach of warranty. Claims for defects can be asserted within 3 years from the date of knowledge of the defect and the damaging party.

7. INDEMNIFICATION AND HOLD HARMLESS

7.1 If, due to a breach of duty on the part of the Supplier, a defect or other condition of the service contrary to the agreement occurs, which results in our customers having warranty claims and/or claims for defects against us, the Supplier shall undertake to indemnify and hold us harmless in terms to such claims.

7.2. Furthermore, the Supplier warrants that its performance or any action connected with its performance does not infringe the rights of third parties within the Republic of Austria. Should claims of third parties nevertheless arise which are asserted against us, the Supplier shall undertake to indemnify and hold us harmless in terms to such claims.

7.3 If claims are asserted against us by one of our customers or a third party which fall within the scope of Sections 7.1 or 7.2, we shall be indemnified and held harmless by the first letter of demand sent by us to the Supplier concerned. In this respect, we shall not be entitled to make any agreements with the third party - without the consent of the Supplier - in particular to conclude a settlement.

7.4 The limitation period for our claims arising from this clause 7 shall be 3 years from knowledge of the defect and the damaging party.

8. INVOICING, PAYMENT AND PROHIBITION OF SET-OFF

8.1 The invoice must contain all mandatory information in accordance with the statutory provisions as well as the purchase order number and must be submitted to us electronically via e-mail as a PDF document and separately from the delivery of goods or the performance of services. The e-mail must be sent to the e-mail address e.billing-rapsat@raps.com.

8.2 Unless otherwise agreed in writing, payment periods shall commence after complete performance and receipt of the invoice. We have the option to pay in 14 days with a 3% discount or net in 45 days. Unless otherwise agreed in writing, payments shall be made by means of payment or in the currency of our choice.

8.3 The supplier is not entitled to offset claims against us with other claims of ours.

9. ASSIGNMENT, RETENTION OF TITLE AND RIGHT OF RETENTION

9.1 Claims of the Supplier may only be assigned to third parties with our prior consent.

9.2 We do not accept reservations of title.

9.3 The Supplier shall only be entitled to assert a right of retention.

10. FORCE MAJEURE

10.1 In cases of force majeure (such as natural disasters, war, civil unrest, epidemics, pandemics), but also in the event of strikes, lockouts, machine defects, official restrictions, in particular lock-down measures, etc., we may withdraw from the Contract for services not yet rendered by the Supplier if it is impossible or difficult for us to accept the service. If we do not withdraw, the performance periods shall be extended by the duration of the hindrance.

10.2 If, due to an event of force majeure, the sale of goods for the manufacture or resale of which we purchase goods from the Supplier becomes impossible or substantially more difficult for us, the occurrence of the event shall be deemed to be a disturbance of the basis of the business within the meaning of Section 901 of the Austrian General Civil Code (ABGB).

11. DATA PROTECTION AND CONFIDENTIALITY

11.1 The personal data transmitted by us within the scope of the legal transaction may be processed exclusively for the fulfillment of the concluded Contract. Any further processing requires our express written consent.

11.2 A transfer of our data to third parties shall be expressly rejected. If this is necessary for the fulfillment of the contract, our written consent must be obtained before our data is passed on to third parties.

11.3 Illustrations, drawings, data, calculations and other documents which we make available to the Supplier or which the Supplier manufactures according to our specifications shall be kept confidential and may not be made available to third parties by the Supplier. At our request, illustrations, drawings, data, calculations and other documents shall be released without delay and all copies made shall be destroyed.

The Supplier shall be further obligated to treat as confidential all business information concerning us received within the scope of the order, including the fact of the order placement.

11.4 The obligation to maintain confidentiality shall continue to exist for a period of two years after termination of the Contract.

12. TRACEABILITY

With regard to the goods delivered by it, the Supplier shall guarantee continuous and uninterrupted traceability in accordance with the respective applicable provisions (in particular the provisions of Regulation (EC) No. 178/2002).

13. FINAL PROVISIONS

13.1 The exclusive place of jurisdiction shall be the court with subject-matter jurisdiction for commercial matters and local jurisdiction for the city of Salzburg.

13.2 The law of the Federal Republic of Austria shall apply exclusively in all cases. The application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) is expressly excluded.

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