

General Terms and Conditions of Sale and Delivery of the Company

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I. Area of application, information, general matters

1. These General Terms and Conditions of Sale and Delivery apply exclusively between us and our customers.
2. The General Terms and Conditions, in the version valid at the time of the customer's order, also apply as a framework agreement for similar future contracts, without us having to refer to them again in each individual case.
3. Illustrations or drawings contained in our brochures, advertisements and other offer documents are only approximately authoritative insofar as the information contained therein has not been expressly designated by us as binding.
4. Any deviating, conflicting or supplementary general terms and conditions of business of the customer shall only become part of the contract if and to the extent that we have expressly agreed to their validity. This requirement of consent shall apply in any case, for example even if we carry out the delivery to the customer without reservation in knowledge of the customer's general terms and conditions of business.
5. Individual agreements with the customer, including ancillary agreements, supplements and amendments, made in individual cases shall take precedence over these General Terms and Conditions of Sale and Delivery. Subject to proof to the contrary, the content of such agreements shall be governed by a written contract or the written order confirmation.
6. The provisions of commercial law shall apply.

II. Conclusion of contract, payment, quality description, prohibition of assignment

1. Oral commitments by our representatives or other auxiliary persons require written confirmation by us to be effective.
2. Our invoices are due without any deduction within the payment period specified in the invoice. Default of payment occurs at the latest after the expiry of 14 days after the due date. Timely payment shall only be deemed to have been made if the invoice amount has been received within this period on one of our business accounts for its final free disposal.
3. From the time of default, the outstanding receivable shall bear interest at 9 percentage points above the respective base interest rate. However, if a higher interest rate is proven due to taking out bank loans, etc., we shall be entitled to claim the higher interest rate.

4. We are entitled to deliver up to 10% more or less than agreed. The delivery of a quantity of up to 10% more or less than agreed constitutes a fulfillment that is free of material defects.
5. The quality of the goods depends on commercial practice, unless otherwise agreed in individual cases and confirmed by us in writing. In principle, the agreed quality of the goods is based solely on our product description. Public statements, recommendations or advertising by third parties do not constitute a statement of the quality of the purchased item.
6. The initial weight determined at the factory is decisive. It is detected by way of weight control. Customary weight losses incurred during transport shall be borne by the customer. Any additional weight differences must be notified in writing immediately upon acceptance of the goods and must be listed and acknowledged on the consignment note or delivery note upon delivery.
7. The ordered goods are always delivered without separate protective devices. The customer has the option to order such protective devices separately from us at its own expense.
8. We are entitled to execute or provide outstanding deliveries or services only against advance payment or security, if, after the conclusion of the contract, we become aware of circumstances that are likely to significantly reduce the creditworthiness of the customer and that jeopardise the payment of the outstanding receivables by the customer from the respective contractual relationship - including from other individual orders for which the same framework contract applies. We maintain commercial credit insurance for claims against customers. Circumstances that are likely to substantially reduce the creditworthiness of the customer shall be deemed to include in particular - the cancellation of insurance cover by an insurer, - the restriction of insurance cover, in particular due to the discontinuation of the business relationship for reasons of creditworthiness, subsequently agreed renewals of bills of exchange, dishonour of cheques or bills of exchange along with return debit notes due to lack of funds, initiation of legal dunning proceedings or filing of a lawsuit along with the involvement of a collection agency or attorney for the collection of claims, occurrence of the insured event due to insolvency of the customer.
9. Contractual claims against us are not transferable without our written consent, unless the provision of Section 354 a of the German Commercial Code (*Handelsgesetzbuch*) applies.

III. Set-off, right of retention

If the customer is a trader, it shall only be entitled to set off against our claims if its claims have been legally established, we have acknowledged them or the claims are undisputed. As a customer, the trader shall only be entitled to exercise a right of retention insofar as the counterclaim is based on the same contractual relationship.

IV. Delivery, delivery periods, transfer of risk, description of prices

1. In principle, delivery takes place from our warehouses. A desired delivery shall in principle take place on the basis of EXW (INCOTERMS 2020) at the agreed delivery location at the customer's risk, unless otherwise agreed upon on a case-by-case basis in writing or within these General Terms and Conditions of Sale and Delivery.

2. Delivery dates must be confirmed in writing in order to be binding.
3. If shipment has been agreed, delivery periods and delivery dates refer to the time of handover to the forwarding agent, carrier or other third party commissioned with the transport.
4. The prices quoted by us are understood to be exclusive of packaging, statutory value-added tax for deliveries within Germany; for export deliveries, these are additionally subject to customs duties, fees and other public charges. If the customer is responsible for the transport of goods to other EU countries, the customer shall be obligated to provide us with the necessary documents (for example, confirmation of arrival, white freight forwarder certificate or CMR consignment notes) immediately, in full and duly filled out in accordance with the applicable German legislation. If the customer does not comply with this obligation within 30 days, we reserve the right to charge the customer German turnover tax in the amount of the applicable tax rate on the invoice amount. The same applies to tax-free intra-Community deliveries, to which German law does not apply, insofar as the local legislation requires appropriate proof, as well as to deliveries to third countries for which the customer is responsible for the export declaration.
5. The customer shall be obligated to inform us immediately in writing if circumstances arise or become apparent to it that the agreed dates and deadlines cannot be met.
6. Should the delivery or service be delayed by more than four months from the conclusion of the contract and should the costs for wages, materials, packaging material, freight, taxes or charges have increased in the meantime, the agreed price may be adjusted in accordance with the influence of the aforementioned cost factors. Insofar as the agreed prices are based on our list prices and the delivery or service is not to take place until more than four months after the conclusion of the contract, our list prices valid at the time of delivery or service shall apply (in each case less an agreed percentage or fixed discount). If, accordingly, the price changes by more than 5% compared to the contractually agreed price, the customer shall have the right to withdraw from the contract insofar as we maintain a request for a price increase despite the announcement of the customer's intention to withdraw.
7. If the goods are not accepted by the customer at the agreed time, we shall be entitled to set an appropriate acceptance period. After expiry of such period, we shall be entitled to withdraw from the contract and to claim any damage incurred.
8. After exceeding the delivery date, the customer shall be obligated to request us in writing, setting a deadline, to carry out our performance. If we allow this grace period to lapse without success, the customer shall be entitled to withdraw from the purchase contract.
9. The risk of accidental loss and deterioration of the goods shall pass to the customer at the latest upon handover. In the case of a shipment purchase, the risk of accidental destruction and accidental deterioration shall pass to the person designated to carry out the shipment (for example, a freight forwarder) as soon as the goods are delivered.
10. As compensation for damages due to non-performance of the purchase contract, we can claim 25% of the order price without deductions, unless the customer can prove that no

damage has occurred at all or not in the amount of the flat rate. We reserve the right to claim higher, proven damages.

V. Force majeure

Events of *force majeure*, for example mobilisation, war, riots, COVID-19, pandemics, shall entitle us to postpone the delivery for the duration of the impediment plus a reasonable start-up time. *Force majeure* shall be deemed to include strikes, lockouts or unforeseeable, unavoidable circumstances, for example operational disruptions through no fault of our own, or transport delays or interruptions, shortages of raw materials or energy through no fault of our own, which make it impossible for us to deliver on time despite reasonable efforts. This also applies if the aforementioned impediments occur during a delay or with a subcontractor.

We shall be liable in the event of delay in performance in cases of intent or gross negligence on our part or of a representative or vicarious agent, and in case of a slightly negligent injury to life, body or health in accordance with the statutory provisions.

VI. Obligation to complain

1. The customer is obligated to, at its own expense, inspect the goods immediately upon delivery at the agreed destination, in the case of self-collection immediately upon their acceptance, for quantity, weight, temperature and packaging and to note any complaints in this regard on the delivery note or consignment note or receipt/removal note of the cold store, and to carry out a representative quality check at least on a random basis in order to inspect the goods for external condition, odour and taste, whereby frozen goods are to be thawed on a random basis.
2. In the event of an obvious defect or a defect apparent during the inspection in accordance with subsection 1, the complaint must be made by the end of the working day following the delivery/collection of the goods at the agreed destination or acceptance.
3. In the case of a complaint about a hidden defect, the complaint must be made by the end of the working day following the discovery of the defect, but no later than two weeks after delivery of the goods or their collection/acceptance.
4. The detailed complaint must be received by us within the aforementioned deadlines in writing, by telegraph, telex or fax. A notice of defects by telephone is not sufficient.
5. The customer shall be obligated to provide us with proof of an unbroken cold chain.
6. A complaint shall be barred as soon as the customer has mixed, reshipped, resold or started processing the delivered goods.
7. Goods that have not been subject to complaint in due time and in due form shall be deemed to be approved and accepted.

VII. Rights in case of delay and defects; liability

1. We are also liable within the framework of a quality and/or durability guarantee, insofar as we have provided such a guarantee with regard to the delivered item. If damage occurs which

is based on the fact that the quality or durability guaranteed by us is lacking, and if this damage does not occur directly to the goods delivered by us, we shall only be liable for this if the risk of such damage is obviously covered by our quality and durability guarantee.

2. In the event of intent and gross negligence, we shall be liable for damages – irrespective of the legal reason – within the scope of liability for culpability. In the event of simple negligence, we shall be liable, subject to statutory limitations of liability (e.g. care in one's own affairs; insignificant breach of duty), only
 - a) for damages resulting from injury to life, body or health,
 - b) for damages resulting from the breach of a material contractual duty (obligation, the fulfilment of which enables the proper execution of the contract in the first place and on the compliance with which the contractual partner regularly relies and may rely); in such a case, however, our liability shall be limited to the compensation of the foreseeable, typically occurring damage.
3. The resulting limitations of liability shall also apply to third parties and to breaches of duty by persons (also in their favour) for whose fault we are responsible according to statutory provisions. They shall not apply if a defect was fraudulently concealed or a guarantee for the quality of the goods was assumed and for claims of the purchaser under the German Product Liability Act (*Produkthaftungsgesetz*).
4. In other events of delay, with the exception of an event of *force majeure* (see Section V.), our liability for damages in addition to performance shall be limited to a total of 5% and for damages in lieu of performance (including compensation for futile expenses), to a total of 5% of the value of the delivery. Further claims of the customer shall be barred – even after expiry of a period set for performance by us.

VIII. Empties

The customer shall return empties (Euro crates, pallets, Euro hooks, etc.) of the same type, quantity and quality to us. The empties must be returned in a cleaned condition in accordance with hygiene regulations. If the customer is not able to return the empties upon delivery, it shall immediately settle the empties account at its own expense. If the customer is in default with the return of the empties, we shall be entitled, without prejudice to our statutory claims, to refuse to take back the empties after setting a reasonable grace period and to demand monetary compensation from the customer.

IX. Period of limitations

1. The period of limitations for claims and rights based on defects in the deliveries - regardless of the legal reason - is 1 year.
2. The above periods of limitations under the legal provisions on purchasing also apply to contractual and non-contractual claims for damages of the customer, which are based on a defect of the goods, unless the application of the regular statutory limitation period (Sections 195, 199 of the German Civil Code (*Bürgerliches Gesetzbuch*, "BGB")) would lead to a shorter period of limitations in individual cases.

X. Retention of title

1. We retain title to the goods sold until full payment of all our present and future claims arising from the purchase contract and an ongoing business relationship (secured claims).
2. As long as ownership has not yet passed to the customer, the customer must treat the delivered items with care. We must be notified immediately if the delivered items are attached or exposed to other interventions by third parties. The customer must notify us immediately in writing if an application is made to open insolvency proceedings or if third parties have access to the goods belonging to us (for example, attachments).
3. If our ownership of the items subject to retention to title expires as a result of mixing or combining with other items (Sections 947, 948 BGB), the customer's ownership or co-ownership rights to the mixed stock or the uniform item shall pass to us in the ratio of the final invoice amount of the items subject to retention to title to the sum of the final invoice amounts of the other mixed or combined items. In such a case, the customer's expectant right to the items shall continue in the transformed item. Insofar as the mixing is carried out in such a way that the customer's item is to be regarded as the main item, it shall be deemed agreed that the customer transfers co-ownership to us on a *pro rata* basis and keeps the sole ownership or co-ownership thus created for us.
4. The trader customer shall be entitled to resell the items subject to retention to title in the ordinary course of business. The customer hereby assigns to us the claims arising from the resale of the items subject to retention to title. We accept the assignment. This assignment applies regardless of whether the items have been resold without or after processing. The customer remains authorised to collect the claim even after the assignment. This shall not affect the right of us to collect the claim ourselves. However, we will not collect the claim as long as the customer meets its payment obligations to us, is not in default of payment and in

particular no application for the opening of insolvency proceedings has been filed, and no payment has been suspended.

XI. Place of jurisdiction, applicable law, dispute resolution

1. The parties agree that the place of jurisdiction shall be the court responsible for the company's registered office in 48683 Ahaus-Alstätte.
2. German law applies to all rights and obligations arising from the contract concluded with us. The UN Convention on the International Sale of Goods (CISG) is expressly excluded.

XII. Export control

The customer is obligated to refrain from the following transactions in any event:

- Transactions with persons, organisations or institutions that are on a sanction list according to EC regulations or US export regulations, or contradict the currently applicable statutory provisions.
- Transactions with embargo states that are prohibited.
- Transactions for which the required approval is not available.
- The customer will, immediately and without being requested to so, give us written notice if it becomes aware of a violation of the preceding duties or of a corresponding suspicion.

If the customer violates the preceding obligations, we shall be entitled to withdraw from the contract. The assertion of any further claims, in particular claims for damages, shall remain unaffected.

The customer shall provide us with all the information necessary for the export permit for the approval process with the Federal Office for Economic Affairs and Export Control (BAFA) upon request.

XIII. Severability clause

If any provision of this agreement is invalid (in whole or in part) or subsequently loses its legal effectiveness, this is not to affect the validity of the remaining provisions. The statutory provisions shall apply in place of the invalid provision.

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