

**General Terms and Conditions of Purchase  
of Union Agricole Holding AG**

Dated: April 2022

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## **§ 1**

### **Scope of Application**

- 1.1 Any and all deliveries, services and offers of our suppliers to Union Agricole Holding AG, Pinneberg, and its affiliates in the meaning of Art. 15 et seq. of the German Stock Corporation Act (*AktG*), in particular H. Wilhelm Schaumann GmbH, H. Wilhelm Schaumann Eilsleben GmbH, Schaumann Taufkirchen GmbH & Co. KG (AT), Ligrana GmbH, UNA-HAKRA Hanseatische Kraftfuttergesellschaft GmbH, Tilco-Alginure GmbH, Senzyme GmbH, ISF GmbH and Gut Huelsenberg GmbH are made exclusively based on the present general terms and conditions of purchase which form an integral part of any and all contracts concluded from time to time by us with our suppliers regarding the deliveries or services offered by them and which also apply to any and all future deliveries, services or offers provided to the purchaser, irrespective of whether they are subject to a separate agreement or not.
- 1.2 The terms and conditions of our suppliers or other third parties do not apply, regardless of whether we separately object to their application in the individual case. Any reference by us to a written document containing or referring to the terms and conditions of a supplier or any third party does not constitute an agreement to the applicability of such terms and conditions.

## **§ 2**

### **Orders and Commissions**

- 2.1 Samples and offers provided by the supplier are binding and free of charge for us. Unless our order explicitly contains a commitment period, it will remain binding for 3 working days after the date of the order. Timely acceptance is subject to the receipt of the declaration of acceptance by us.
- 2.2 We are entitled to change the time and place of delivery as well as the type of packaging at any time by written notice with a notice period of at least 3 calendar days prior to the agreed delivery date. The supplier will inform us in writing in due time prior to the delivery date, and in any case not later than 2 working days after receipt of our notice pursuant to sentence 1, of any additional costs or delays in delivery expected by him in his reasonable judgment.
- 2.3 We may withdraw from the contract at any time by written declaration specifying the reason thereof if we are no longer able to use the ordered products for our business operations, or only at considerable expense, due to circumstances arising after conclusion of the contract for which the supplier can be held responsible (such as non-compliance with statutory requirements), or if the supplier's financial circumstances deteriorate after the conclusion of the contract to such degree that delivery in accordance with the contract is unlikely.
- 2.4 Any additional information required by the supplier to fulfill the order must be communicated to us upon confirmation of the order.
- 2.5 Should the order confirmation contain any deviations from our order or our general terms and conditions of purchase, we are only bound thereto if we have previously

agreed to such deviations in writing.

### **§ 3** **Prices, Terms of Payment, Packaging, Invoice Details and Offsetting**

- 3.1 The price specified in the order is binding.
- 3.2 Unless otherwise agreed in writing and in accordance with CIP (Incoterms 2020), the price includes insurance, delivery and transport to the shipping address as specified in the contract, including packaging and the statutory declarations pursuant to feed law. Any shipping instructions on our part, which may be pointed out to the supplier in good time, must be observed, provided that any additional costs resulting from their non-observance are to be borne by the supplier.
- 3.3 Packaging must comply with the legal requirements applicable to us and the supplier and those applicable at the place of destination of the delivery, must include the statutory declarations pursuant to feed law and must ensure that any transport or weather damage can be ruled out to the greatest possible extent.
- 3.4 In case another agreement has been made regarding shipping costs, the supplier must ship the delivery at the lowest possible shipping rate, unless another mode of transport has been specified by us.
- 3.5 If according to such agreement the price does not include packaging and no explicit provision has been stipulated for the payment of packaging which is not only provided on loan, such packaging must be invoiced at cost price as evidenced. Upon our request, the supplier must take back any packaging at his own expense.
- 3.6 Unless agreed otherwise, the purchase price will be paid within 14 days after delivery of the goods and receipt of invoice with a 3% discount, or within 30 days net, however not before delivery or performance has been made in full. Timeliness of payments owed by us is determined by receipt of our transfer order by our bank.
- 3.7 Any and all order confirmations, delivery documents and invoices must include our order number, the article number, delivery quantity and delivery address. In case one or several of such details are not indicated and, as a result, processing by us during normal business hours is delayed, the payment periods specified in Sec. 3.6 are extended by the period of such delay.
- 3.8 In case of default in payment, we are liable to pay default interest at a rate of five percentage points above the prime rate according to Art. 247 of the German Civil Code (*BGB*).
- 3.9 The supplier is only entitled to offsetting and to asserting rights of retention to the extent that the counterclaim is undisputed or has been finally determined by a court of law and arises from the same contractual relationship.

#### **§ 4**

#### **Delivery Time, Delivery, Transfer of Risk**

- 4.1 The delivery time (delivery date or deadline) specified by us in the order or otherwise applicable according to these general terms and conditions of purchase are binding. Early delivery is not permitted unless agreed in advance.
- 4.2 The delivery weight or delivery quantity binding for both parties are the amounts determined at the time of our acceptance of the goods. Any delivery must be accompanied by verifiable delivery notes indicating our order number as well as our item and warehouse numbers.
- 4.3 Readiness for shipment must be notified 3 days before shipment.
- 4.4 The supplier undertakes to inform us immediately in writing if circumstances occur or become apparent as a result of which the delivery deadline cannot be met.
- 4.5 If the date of delivery deadline can be determined according to the contract, the supplier will be in default upon expiry of such day without any reminder on our part being required.
- 4.6 In case of a delay in delivery, we are entitled to the statutory remedies without any limitation, provided that we may only exercise a right of withdrawal or assert claims for damages *in lieu* of performance after the fruitless expiration of a reasonable grace period.
- 4.7 In case of a delay in delivery, we have the right, after prior written notification to the supplier, to charge a contractual penalty in the amount of 0.5%, however not exceeding 5% of the respective order value for each commenced week of the delay in delivery. The contractual penalty will be set off against the damage caused by the delay which is to be compensated by the supplier.
- 4.8 The supplier may only make partial deliveries with our prior written consent.
- 4.9 Risk is only transferred to us upon receipt of the goods at the agreed place of destination, regardless of whether shipment has been agreed or not.

#### **§ 5**

#### **Protection of Ownership / Provision**

- 5.1 We reserve ownership and copyright to any and all orders placed by us as well as to any and all drawings, illustrations, calculations, descriptions and other documents made available to the supplier. The supplier may only make them available to third parties or use or reproduce them himself or through third parties with our express consent. Upon our request, he must return such documents to us in their entirety if he no longer requires them in his ordinary course of business or if negotiations do not lead to the conclusion of a contract. Any copies made by the supplier must be destroyed; this does not apply to the storage of data within the scope of statutory storage obligations or for backup purposes within the scope of normal data backup.

- 5.2 Any tools, models and/or other provisions (“Provisions”) made available by us to the supplier or manufactured for contractual purposes and separately invoiced to us by the supplier remain or become our property. The supplier will identify them as our property, store them carefully, protect them against damage of any kind to a reasonable extent and use them only for purposes of the contract. The costs for their operation, storage, maintenance and repair are borne by the supplier, unless agreed otherwise. The supplier will immediately inform us about any damage to these tools and models which is not merely insignificant. He is obligated to return them to us in proper condition upon request when they are no longer required by him for the performance of the contracts concluded with us.
- 5.3 Any right of retention of the supplier only applies if it relates to our payment obligation for the respective products to which the supplier retains title. In particular, extended or prolonged retentions of title are inadmissible.
- 5.4 Any processing, mixing, blending or remodeling of Provisions may only be carried out for us. We immediately become the owner of the new items created in such process. If the Provisions only constitute a part of the new items, we are entitled to co-ownership of such new items in an amount corresponding to the value of the provided goods contained therein.

## **§ 6 Warranty Claims**

- 6.1 The supplier assumes full warranty for flawless delivery and in particular for compliance with the required and agreed quality and performance.
- 6.2 The supplier warrants that the goods comply with the applicable statutory provisions and regulations, in particular the German Food and Feed Code (*LFGB*), the feed ban according to Regulation (EC) No. 999/2001, the German Feed Regulation (*Futtermittelverordnung*), the HACCP guidelines, the German Product Safety Act (*ProdSG*), the REACH Regulation and other applicable EU regulations, and that they possess and provide the agreed certification properties. The supplier is obliged to carry out adequate control measures on a regular basis. The supplier is obligated to immediately notify us in the event of a violation, to take back the goods and to immediately procure replacement. We nevertheless reserve the right to procure replacement elsewhere. Any additional costs arising therefrom are to be borne by the supplier.
- 6.3 The supplier warrants that the deliveries and services to be provided to us are free of pollutants. The supplier is liable for the environmental safety of the delivered products and for any consequential damages caused by a violation of environmental regulations and / or pollutants in the products, provided that the supplier is responsible for the violation of such environmental regulations and / or pollutants in the products.
- 6.4 In case of any defects, we are entitled to the statutory remedies without limitation. In deviation from the statutory provisions, the warranty period is 30 months. Any defects occurring during the warranty period must be remedied immediately by the supplier at his own expense. Any and all costs and expenses incurred in connection with the

remedy of defects, such as transport, labor and material costs as well as costs of inspection, are borne by the supplier together with a contractual penalty for internal administration expenditures of Union Agricole Holding AG or its affiliates for the handling of the warranty case in an amount of 8% of the damage incurred.

- 6.5 Should the supplier fail to comply with his obligation to remedy the defect within a reasonable period of time (usually 5 working days), we have the right to remedy the defect ourselves or to receive a replacement delivery at the supplier's expense.
- 6.6 With regard to obvious defects, deviations of quality and quantity are in any case deemed to have been notified in due time if we notify the supplier of such deviations in text form within 15 working days after our receipt of the goods. Hidden material defects are in any case deemed to have been notified in due time if the supplier is notified within 20 working days after they have been discovered. Timeliness is determined by the date of dispatch. We are not obligated to take random samples or to examine retained samples to determine whether the delivery complies with the specification with regard to properties, components, composition or formulation.
- 6.7 No warranty claims are waived by us in case of our acceptance or approval of submitted samples or specimens.
- 6.8 Upon receipt by the supplier of our written notification of defects, the limitation period for warranty claims is suspended until the supplier either rejects our claims or declares the defect remedied or otherwise refuses to continue negotiations regarding our claims. In case of a replacement delivery and remedy of defects, the warranty period for replaced and remedied goods will recommence, unless we had reason to believe, based on the supplier's conduct, that the supplier did not consider himself obligated to undertake the respective measure, but only performed the replacement delivery or remedy of defects as a gesture of goodwill or for similar reasons.

## **§ 7 Product Liability**

- 7.1 The supplier is responsible for any and all claims asserted by third parties for personal injury or for property damage attributable to a defective product supplied by him and is obliged to indemnify us against any and all liability resulting therefrom. Should we be obligated to make a product recall to third parties due to a defect in a product supplied by the supplier, the supplier will bear any and all costs in connection with the product recall together with a contractual penalty for internal administration expenditures of Union Agricole Holding AG or its affiliates for the handling of the product liability case in an amount of 8% of the damage incurred.
- 7.2 Unless agreed otherwise in the individual case, the supplier is obligated to maintain product liability insurance at his own expense with coverage of at least EUR 5,000,000.00. The supplier will provide us with a copy of such liability insurance policy at any time upon our request.

## **§ 8 Property Rights**

- 8.1 Subject to para. 2, the supplier ensures that no property rights of any third parties in countries of the European Union or other countries in which the supplier manufactures the products or has them manufactured are violated by the products supplied by him.
- 8.2 The supplier is obligated to indemnify us against any and all claims asserted against us by third parties due to the violation of the industrial property rights referred to in para. 1 and to reimburse us for any and all necessary expenses incurred in connection with such claims. This does not apply if the supplier demonstrates that he is neither responsible for the infringement of the property right nor should have been aware of it at the time of delivery when exercising due commercial diligence. The limitation period for the indemnification claim begins at the earliest upon our receipt of the claim from the third party.
- 8.3 Any further legal claims we may have due to defects of title in the products delivered to us remain unaffected.

## **§ 9 Product Changes**

- 9.1 Should the supplier intend to make any changes to products which we have purchased in the preceding 24 months, in particular such changes which have an impact on certifications and product conformities, the supplier will notify us in advance immediately, but no later than 12 months prior to the implementation of such changes, in a manner adequate for the respective documentation requirements and will submit the relevant documentation. Should the supplier intend to discontinue the production of such products, he will notify us in writing with a notice period of 12 months prior to the planned discontinuation of production in order to give us the opportunity to stock up prior to the discontinuation.

## **§ 10 Confidentiality**

- 10.1 The supplier is obligated to keep confidential the terms and conditions of the order as well as any and all information and documents provided to him for this purpose (with the exception of information accessible to the public) for a period of 3 years after the conclusion of the contract and to use such information and documents only for the execution of the order. He will return the information and documents immediately upon our request after completion of inquiries or after processing of orders.
- 10.2 The supplier may only mention our business relationship in marketing material, brochures, social media, etc. or exhibit delivered goods manufactured for us with our prior written consent.
- 10.3 The Supplier undertakes to oblige his subcontractors to comply with the provisions of this § 10.



## § 11 Documentation and Audit

- 11.1 The supplier guarantees and can evidence in appropriate form, e.g. by means of an accredited certification, that it maintains and will maintain during the supply relationship a quality management system customary in the market (ISO 9001, QS, GMP+, FAMIQS or comparable) for monitoring and controlling the quality of the products, irrespective of whether the products are manufactured by the supplier himself or purchased from subcontractors or other suppliers. The supplier must have documented processes in place and must ensure that all of his own suppliers and subcontractors who provide parts or components for the products have documented processes in place that comply with sound industry practices. Upon our request, documents regarding the production and quality management process will be made available to us.
- 11.2 To the extent the supplier delivers products for which product-related statutory and legal requirements apply with regard to their marketing and further distribution in the European Economic Area or for which corresponding requirements apply with respect to other countries notified to the supplier by the purchaser, the supplier must ensure that the products comply with these requirements at the time of the transfer of risk. Upon our request, the supplier will immediately provide us with any and all documents and information required to evidence the conformity of the products with the respective requirements. If products are delivered which contain substances listed in the so-called "List of Declarable Substances" ([www.bomcheck.net/suppliers/restricted-and-declarable-substances-list](http://www.bomcheck.net/suppliers/restricted-and-declarable-substances-list)) applicable at the time of the order or which are subject to legal substance restrictions and/or reporting obligations (e.g. REACH, RoHS, UK REACH and comparable regulations), the supplier must declare such substances, identify the affected goods in the delivery documents or by separate documents upon delivery and provide the required information in the web database BOMcheck ([www.BOMcheck.net](http://www.BOMcheck.net)) at the time of the first delivery of the products at the latest. With regard to statutory restrictions on substances, this only applies to laws applicable at the registered office of the supplier or the purchaser or at the place of destination designated by the purchaser. Should the delivery contain goods that are classified as dangerous goods or dual use goods according to international regulations, the supplier will notify us in a form to be agreed separately between us and at the latest with the order confirmation.
- 11.3 The supplier must supply the product with any and all approbations and in compliance with any other technical and legal requirements required for distribution in Europe and in particular in the Federal Republic of Germany. In case the designated final destination is outside the European Union, this applies *mutatis mutandis* to the agreed place of final destination.
- 11.4 To the extent that feed materials are supplied, such products must comply with the applicable European and country-specific regulations for feed materials and must not contain any forbidden substances, in particular in accordance with Annex III of Regulation (EC) No. 767/2009, and must comply with the maximum levels for undesirable substances and pesticide residues in accordance with Directive 2002/32/EC, Regulation (EU) No. 564/2001 and Regulation (EC) No. 396/2005, including Annexes I - IV, as amended from time to time.

- 11.5 The supplier will provide us with the safety data sheets required for the products and allocatable to the respective individual product and, if necessary, prepare and provide an overview of the safety data sheets and their versions for individual substances. The safety data sheets must be in accordance with the legal requirements, in particular the REACH Regulation. For labeling substances, the CLP Regulation (GHS symbols) must be observed.
- 11.6 To the extent that feed materials are supplied, all declarations required by feed law must be provided and the products used therein, including seeds, pesticides, fertilizers, etc., must be traceable in full and in detail upon first request for a period of 48 months after delivery and must be documented upon first request and in any case no later than 10 hours in accordance with the GMP+ requirements, and certificates and GMO declarations or vendor confirmations in accordance with Art. 9(3) of Council Regulation (EC) No. 834/2006 for organic products or the successor regulation must be provided upon first request.
- 11.7 We may at any time verify compliance with statutory and other requirements through an audit at the supplier's premises conducted either by us or by third parties engaged by us. Access must be granted to quality-related documents, the supplier's production sites and facilities. For such purpose, qualified employees of the supplier must be made available without any separate remuneration being required. Any costs incurred by the supplier in this regard will be borne by the supplier. During the audit, the legitimate interests of the supplier will be taken into account.
- 11.8 The supplier undertakes to immediately inform us in writing of any changes to products or product components. The supplier undertakes to immediately inform us in writing if and / or to the extent he is no longer authorized to deliver according to the certificates or if the criteria for the withdrawal of a certificate or for the refusal of an extension of a certificate apply.

## § 12

### Compliance with the Laws

- 12.1 The supplier is obligated to comply with the applicable statutory provisions in conjunction with the contractual relationship, including anti-corruption and money laundering laws as well as antitrust, occupational health and safety and environmental laws, in particular also OECD models and any other applicable international laws and regulations, including relating to international trade (e.g. sanctions, export controls and reporting requirements) as well as data protection, confidentiality and privacy, intellectual property and antitrust and competition law.
- 12.2 The supplier will ensure that the requirements of the German Supply Chain Act (*Lieferkettensorgfaltspflichtengesetz*) are observed and will support us with regard to the observance of our obligations in this respect by submitting adequate certificates of conformity and documentation upon first request.
- 12.3 The supplier undertakes to adhere to the Universal Declaration of Human Rights, the ILO Convention on the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labor of 1999 (No. 182), the UNHRC Guiding Principle on Business and

Human Rights, the ILO Core Labor Standards on Forced or Compulsory Labor and on the Elimination of Forced Labor, and any corresponding industry standards and practices such as the ETI Base Code.

- 12.4 The supplier will ensure that the products delivered by him comply with all applicable requirements to be placed on the market in the European Union and the European Economic Area as well as the legal provisions at the place of manufacture and delivery and the place of intended final use. The supplier must provide us with evidence of conformity upon request by submitting adequate documents.
- 12.5 The supplier will use reasonable efforts to ensure that his subcontractors comply with the obligations applicable to the supplier pursuant to this § 12.
- 12.6 The supplier must indemnify us against any claims made by third parties due to infringements of the law upon first request. The limitation period for the claim for indemnification commences upon our receipt of the third party's claim at the earliest.
- 12.7 The supplier undertakes to subject his own suppliers to corresponding obligations and to enforce compliance with such obligations against his own suppliers.

### **§ 13 IT Security**

- 13.1 The supplier has implemented adequate organizational and technical measures to safeguard the confidentiality, authenticity, integrity and availability of the supplier's activities as well as the products and services. Such measures must be in accordance with industry practice. The supplier undertakes to maintain an adequate IT security management system that complies with ISO/IEC 26001 or IEC 62443 (if applicable) or comparable standards and to provide us with evidence thereof.
- 13.2 Should any products or services contain software, firmware or chipsets:
  - (a) the supplier will use appropriate standards, processes and methodologies to prevent, identify, assess and remedy vulnerabilities, malicious code and security incidents in products and services that comply with good industry practice and standards such as ISO/IEC 26001 or IEC 62443 (if applicable);
  - (b) the supplier will continue to provide services to repair, update, upgrade and maintain the products and services, including providing patches to the purchaser to remedy vulnerabilities during the reasonable lifetime of the products and services;
  - (c) the supplier undertakes to provide upon first request a list detailing any and all third-party software components contained in the products as well as their licensing and indications of possible "copy-left" effects. Third-party software must be up to date at the time of delivery to the purchaser;
  - (d) the supplier grants us the right to test or have tested the products for malicious code and vulnerabilities at any time and will provide the purchaser with reasonable support, provided that this does not impose any obligations on us;
  - (e) the supplier will provide the purchaser with a contact person for all IT security

issues (who will be reachable during business hours).

- 13.3 The supplier will immediately notify us about any IT security incidents that have occurred or are suspected to have occurred and about any vulnerabilities discovered in the supplier's operations, services and products if and to the extent that we or our customers are or could be materially affected.
- 13.4 The supplier will take any and all appropriate measures to ensure that his subcontractors and own suppliers comply with obligations comparable to the provisions of this § 13 within a reasonable period of time and will provide evidence of such compliance in writing upon our request, including generally accepted test reports (e.g., SSAE-16 SOC 2 Type II).

## **§ 14**

### **Place of Performance, Place of Jurisdiction, Applicable Law, Assignment**

- 14.1 Place of performance for both parties and exclusive place of jurisdiction for any and all disputes arising out of this contract is Pinneberg/Hamburg.
- 14.2 The contracts concluded between us and the supplier are governed by the laws of the Federal Republic of Germany, excluding the Convention on Contracts for the International Sale of Goods (UN Sales Convention).
- 14.3 The supplier is not authorized to assign his claims under the contract to third parties. This does not apply in case of monetary claims.