GENERAL TERMS AND CONDITIONS OF PURCHASE OF THE PLUKON FOOD GROUP FOR GERMANY FOR USE VIS-A-VIS COMPANIES

1. Definitions

The following terms have the following meanings:

- Offer: A supplier's offer to Plukon in order to enter a contract;
- Goods: All physical objects within the meaning of § 680 BGB as well as all property rights;
- Services: Provision of services to Plukon;
- Supplier: Any company, organization, or person to whom Plukon has awarded a contract with whom Plukon must negotiate.

2. Conditions of contract

2.1 The offer of a supplier to Plukon is not binding unless a contract is concluded between the parties.

2.2 A contract with Plukon is concluded solely on the basis of the conditions stipulated in this document.

2.3 Any additional terms and conditions of the supplier are not binding unless explicitly agreed upon between the parties.

2.4 Any variations to the terms of delivery, price, and payment must be agreed in writing before the contract can be considered as modified.

3. Price determination

3.1 Prices are subject to change without notice and are in EUR, plus VAT.

3.2 The price includes the entire supply price for the goods and services, unless otherwise agreed in individual cases.

3.3 The Supplier is not entitled to charge additional fees for technical assistance or damages incurred during transportation.

3.4 Prices and conditions are fixed and cannot be changed during the contract period, unless a written agreement is reached by both parties.

3.5 In case of any changes in the contract, the Supplier shall be informed in writing.

4. Payment terms

4.1 Payment is due within 30 days after delivery of goods and/or services. The statutory periods of time shall apply.

5. Warranty and liability

5.1 The Supplier shall warrant that the goods and services are free from defects and conform to the contract specifications.

6. Delivery and transport

6.1 The delivery terms shall be as per the contract.

6.2 The Supplier shall arrange for delivery according to the agreed terms and conditions.

7. Contract modifications

7.1 Any modifications to the contract shall be in writing and signed by both parties.

8. Termination

8.1 Either party may terminate the contract if the other party breaches a fundamental term of the contract.

9. Dispute resolution

9.1 All disputes shall be resolved by arbitration in accordance with the rules of the arbitration court.

10. Classification of goods

10.1 The Supplier shall classify the goods according to the specifications as agreed in the contract.

11. Confidentiality

11.1 The Supplier shall keep all information received in confidence and shall not disclose it to any third party.

12. Force majeure

12.1 In case of force majeure, both parties shall take all necessary actions to minimize the impact on the contract.

13. Severability

13.1 If any clause of this document is found to be invalid, the remaining clauses shall remain in full force and effect.

14. Language

14.1 This document is available in English and German, and the German version shall prevail in case of any discrepancies.

15. Governing law

15.1 The contract is governed by the laws of the Federal Republic of Germany.

16. Contact information

16.1 For all inquiries, please contact Plukon at the following address:

Plukon Food Group GmbH & Co.

17. Signature

17.1 The undersigned has read and understood the terms and conditions of this document.

Version: Date: July 15, 2019
10. Right to access and rectification of personal data

11. Supplier's rights

12. Non-Solicitation

13. Restriction of Use

14. Waiver

15. Governing Law and Jurisdiction

16. Entire Agreement

17. Auditor and the right to access and inspection of the Supplier's financial documents

18. Force Majeure

19. Limitation of Liability

20. Indemnification

21. Waiver and Amendment

22. Entire Agreement

23. Governing Law and Jurisdiction

24. Entire Agreement

25. Entire Agreement
20. Intellectual and industrial property rights

20.1 All information, quotations, statistics, drawings, maps, charts, specifications, data, documents and all other material information which Plukon has transmitted and/or produced to the Supplier within the framework of the conclusion of the agreement shall remain the property of Plukon.

20.2 If Plukon supplies goods or services to the Supplier, the Supplier shall be responsible for the proper use of these goods or services, and the Supplier shall bear any liability in relation to third parties for the use of these goods or services.

21. Production Equipment

21.1 All goods used for the benefit of production by or on behalf of the Supplier - such as data, models, prototypes, hardware, software, tools, dies, and machinery - are property of Plukon.

21.2 If the Supplier fails to use the Production Equipment properly, the Supplier shall be liable for any losses incurred by Plukon.

22. Personal data

22.1 The Supplier shall process personal data received from Plukon within the framework of the execution of the contract in accordance with applicable data protection legislation and confidentiality agreements.

22.2 The Supplier shall not use the personal data for any purposes other than those agreed upon by Plukon.

23. Confidentiality

23.1 The Supplier shall maintain confidentiality towards third parties about the content and context of any contract concluded with Plukon as well as all confidential information with which the Supplier receives from Plukon within the framework of the conclusion of a contract or at any other time, at all times, and to the extent that the Supplier is obliged by national or international law to make certain information public.

24. Applicable law and place of jurisdiction

24.1 The Supplier and Plukon agree that all disputes arising out of or in connection with this contract or the execution of this contract shall be resolved according to Dutch law.

24.2 All disputes arising out of or in connection with this contract shall be settled by the Court of Amsterdam.
ANNEX PROVISION OF SERVICES TO THE GENERAL TERMS AND CONDITIONS OF PURCHASE OF PLUKON FOOD GROUP GERMANY

This Annex "Provision of Services" is a supplement to the Terms and Conditions and applies in addition to the provisions of the Terms and Conditions, in case when the Supplier (also) provides Services. The terms with an initial capital letter in the Annex Provision of Services have the same meaning as in the Terms and Conditions.

27. Service Provision
27.1 Plukon may exceptionally change the location at which the services are to be provided in accordance with the agreement, provided that Plukon has a justified interest in doing so, inform the Supplier of the change timely and the change does not constitute an unreasonable additional burden for the Supplier. If the change demonstrably leads to higher costs for the Supplier, the Parties shall discuss the change and the allocation of the extra costs. In case the change in location results into lower costs for the Supplier, the Parties shall agree on a corresponding reduction of the remuneration.
27.2 The management and supervision of the personnel involved in the provision of the services shall be the responsibility of the Supplier. Plukon is not entitled to any right of direction under labor law.

28. Exchange of Supplier personnel
28.1 If the Parties have exceptionally agreed that the Supplier will use one or more specific persons to provide the service agreed, the Supplier shall ensure that these persons are and remain actually entrusted with the performance.
28.2 Otherwise, the Supplier shall be entitled to freely select and replace its personnel.

28.3 The Supplier shall not charge Plukon any special costs for the selection and replacement of personnel, unless the replacement is carried out at Plukon’s request without a case under Article 28.5 also being present.
28.4 in the event of an exchange of personnel, the Supplier shall (subject to the provisions of Article 28.3) provide the service owed by him with the assistance of the exchanged personnel at the previously agreed remuneration, using personnel who, in terms of aptitude, training and experience, are capable of providing the respective service in accordance with the current professional standards.
28.5 At Plukon’s first request, the Supplier shall replace personnel if Plukon can prove, or if Plukon has evidence, that the person concerned is engaged in activities to the detriment of Plukon or is not in a position to provide the respective service in accordance with the current professional standards.

29. Subcontracting
29.1 When executing the contract, the Supplier may only make use of the services of third parties with the prior written consent of Plukon. Plukon may attach conditions to such consent. Even after Plukon has given its written consent, the Supplier shall commission third parties exclusively in its own name and for its own account. The assumption of the risks incurred by the Supplier must first be agreed in writing with Plukon.
29.2 Plukon’s consent shall not affect the Supplier’s own responsibility and liability for the performance of its obligations under the Contract and its obligations under applicable law.
29.3 The Supplier must ensure that a third party commissioned by him undertakes in writing to him that he will compensate the employees employed by him in accordance with the statutory and collective bargaining agreements, (pay the social security contributions properly and punctually and fully comply with all residency requirements).

30. Holidays, courses, travel time and length of stay of Supplier’s personnel
30.1 Any leave taken by the Supplier’s personnel shall be at the Supplier’s expense.
30.2 Plukon shall only be responsible for costs and time in relation to courses for the Supplier’s personnel in which the Supplier participates at Plukon’s express request.
30.3 Unless expressly agreed otherwise in writing, the travel and accommodation (trip of the Supplier’s personnel shall be at the expense of the Supplier.
30.4 A Plukon may each year designate a few days on which its plants will be closed for reasons to be specified. In the case, the Supplier does not provide a service these days at the site.

31. Indemnification, liability
31.1 The Supplier is responsible and liable for ensuring that its employees, who it uses to fulfil the obligations it has assumed under the contract with Plukon, fulfil all legal requirements (residence permit, work permit, etc.). The Supplier shall also be responsible and liable for the remuneration of each employee in accordance with statutory and collective bargaining provisions and for the proper and punctual payment of social security contributions due.
31.2 The Supplier shall indemnify Plukon against all possible claims of third parties, including claims in connection with accidents, any claims of the Supplier’s employees under § 33 Minimum Wage Act and claims based on the agency of an employment contract.
31.3 The Supplier shall indemnify Plukon against any liability on the part of the user and for taxes and social security contributions which the Supplier or third parties commissioned by the Supplier owe or will owe in connection with the performance of the agreement. The Supplier shall also indemnify Plukon against payment obligations asserted against Plukon in connection with employees of a third party commissioned by the Supplier and their activities in connection with the service to be provided by the Supplier.
31.4 At the beginning of the week and thereafter each following calendar year, the Supplier shall provide Plukon, upon first request, with a confirmation from the tax office and/or other competent authorities regarding the payment behaviour, which states that taxes and social security contributions have been paid for the personnel employed by the Supplier and/or the third parties commissioned by the Supplier. Failure to fulfill this obligation shall entitle Plukon to rescind the agreement with immediate effect without being liable to pay any compensation whatsoever to the Supplier.

31.5 Plukon will pay lease to be paid by Plukon in accordance with the statutory requirements.