

General Terms and Conditions of Purchase (GTC) of Wolfgang Jobmann GmbH

(As of: 01/04/2025)

1 General

1.1 These General Terms and Conditions of Purchase apply to all current and future contracts and business relationships between Wolfgang Jobmann GmbH (hereinafter referred to as "we" or "us") and suppliers of goods.

1.2 Our Terms and Conditions of Purchase shall apply exclusively. Any deviating, supplementary or contradictory terms and conditions of the supplier shall not apply. This shall also apply should we execute a transaction in full knowledge of the supplier's differing terms and conditions.

1.3 Deviations from our Terms and Conditions of Purchase shall be explicitly agreed upon in writing.

2 Offer/prices

2.1 Orders placed by our employees shall only be binding if they are made in writing.

2.2 The order prices are binding and, where applicable, are exclusive of the applicable statutory VAT.

2.3 Unless otherwise contractually agreed, the prices are "DDP - Gutenbergstraße 10/12, 21465 Reinbek" pursuant to the current Incoterms.

3 Payment terms

3.1 Invoices must be uniquely assigned to an order and must meet the legal requirements for an invoice.

3.2 Unless otherwise specified, the payment term shall be 14 days with a 2% discount for prompt payment from the date of defect-free delivery and receipt of the invoice.

4 Delivery

4.1 The delivery date specified in orders shall be binding.

4.2 Any anticipated delays in delivery shall be promptly notified in writing. Claims due to default shall remain unaffected by this.

4.3 Unless explicitly agreed otherwise, delivery shall be "DDP" to Gutenbergstraße 10/12, 21465 Reinbek pursuant to the current Incoterms.

4.4 The supplier shall be in delivery default if the goods are not delivered on the agreed date.

5 Quality

The following agreements shall apply with regard to the quality of the goods to be delivered. Further legal requirements, particularly under Section 434 German Civil Code (Bürgerliches Gesetzbuch – BGB), shall remain unaffected.

5.1 The basis for each order shall be the applicable food law regulations, to which the supplier is strictly obligated to comply.

5.2 Moreover, the submitted supplier specification, which must be approved by us, shall apply. The properties and quality specifications set forth here shall be strictly adhered to.

5.3 If we place an order on the basis of a sample or specimen in addition to the specification, the quality of the delivered goods shall be agreed and guaranteed to match that of the sample or specimen.

5.4 If orders are based on previous deliveries and specifications, or if they concern recurring deliveries, the contractual partner must immediately inform us of any changes to the specification, manufacturing, composition or ingredients before the new contract is concluded.

5.5 Where we conclude a contract on the basis of drawings, illustrations, calculations and plans, the information contained therein shall be deemed to have been agreed.

5.6 Changes in the quantity and quality of the delivered goods compared to the specifications in our order shall constitute a defect and shall require our express prior approval.

6 Rights relating to defects

6.1 We will inspect the goods within a reasonable period to assess defects in quality and quantity (deviations from the agreed quality specifications).

6.2 A complaint relating to any defects that may be identified during the above-mentioned inspection shall be considered timely if made within 4 working days of receipt of the goods. Hidden defects shall not be affected by this; these shall be reported within 4 working days of their discovery.

6.3 Should a defect exist, we shall have full entitlement to all statutory warranty rights without limitation. We shall be specifically entitled to demand either a remedy through subsequent performance or to receive replacement delivery of the goods. Further warranty rights shall remain unaffected by this.

6.4 The limitation period for claims based on material defects shall be 36 months from the date of delivery. The limitation period shall be suspended by our notice of defect until such time as the claim is rejected.

7 Product and manufacturer liability

7.1 Should claims be asserted against us on the basis of product or manufacturer's liability and the cause originates from the supplier's sphere of control or responsibility, the supplier shall indemnify us against any resulting liability, insofar as the supplier itself is liable in the external relationship.

7.2 In line with its liability for damages as defined in paragraph 1, the supplier shall also be obliged to reimburse any costs arising from or in connection with a recall action that we carry out. We shall inform our contractual partner – insofar as possible and reasonable – about the content and scope of the recall actions to be taken and offer them an opportunity to comment.

7.3 Our other statutory claims and rights shall remain unaffected by the above provisions.

8 Retention of title

8.1 If we provide goods or parts to the supplier, we shall retain ownership of them. If the supplier processes or transforms them, this shall take place on our behalf. In the event that items are combined or mixed with other movable items, we shall acquire co-ownership of the new item in the ratio of the value of the items we provided (purchase price plus VAT) to the other items at the time of combination or mixing.

8.2 The supplier shall be responsible for insuring any tools, machines, machine parts and other equipment provided by us against damage caused by fire, water and theft. The supplier shall bear the cost of such insurance and, upon request, provide proof of coverage within a reasonable timeframe. The supplier hereby assigns all compensation claims from these insurance policies to us. We accept such assignment. Should the supplier fail to provide proof of coverage within the given period, we shall be entitled to arrange the appropriate insurance coverage at the supplier's expense.

8.3 Unless otherwise agreed, the supplier may only use the provided items for the purpose of achieving the contractually agreed result. Necessary maintenance and repair work on these items must be carried out promptly and at the supplier's expense. The supplier must inform us immediately of any malfunctions.

9 Confidentiality

9.1 All information and documents we provide to the supplier/service provider, including drawings created by the supplier/service provider under our instruction, may not be made accessible to third parties and shall be returned to us immediately upon request. Furthermore, the supplier/service provider shall treat all business information received in connection with the order, including the fact that an order has been placed, as confidential.

9.2 The confidentiality obligation shall continue to apply, even after the contract has been completed.

9.3 The supplier/service provider is not authorized to publicly name Wolfgang Jobmann GmbH as a contractual partner or use the business relationship with Wolfgang Jobmann GmbH for reference purposes unless Wolfgang Jobmann GmbH has granted prior written approval for this.

10 Assignment of claims

10.1 The supplier/service provider may only assign claims with our prior written consent. We may refuse consent only if there is a valid reason therefor, particularly if we have counterclaims or objections that could reduce the claim.

10.2 We shall be entitled to offset all claims – irrespective of the underlying legal transaction – asserted by Wolfgang Jobmann GmbH against claims asserted by the supplier/service provider. This shall also apply to claims asserted by the supplier/service provider against us and to our own claims against the supplier/service provider against claims asserted by the supplier/service provider.

11. Force majeure

In the event of force majeure (e.g. natural disasters, war, mobilisation, civil unrest, pandemics), we shall be entitled to either withdraw from the contract or defer performance to a later date with regard to any

outstanding deliveries by the supplier/service provider and our corresponding obligations. Exercising these rights shall not entitle the supplier/service provider to assert any claims for compensation or other remedies.

12. Public communication of product information

12.1 In the event of a product recall or if the mere possibility exists that a product recall may be necessary, Wolfgang Jobmann GmbH shall be solely and exclusively entitled to notify and communicate this matter to the public. The same shall apply to correspondence with public authorities or third parties in connection with a product recall or the mere possibility of a product recall.

12.2 A breach of the aforementioned provision shall be considered a material breach of contract and will result in an appropriate contractual penalty and claims for damages. The amount of the contractual penalty shall be determined at the reasonable discretion of Wolfgang Jobmann GmbH and may be reviewed by a competent court in the event of a dispute.

13. Obligations regarding the statutory minimum wage

13.1 The supplier/service provider fully and unconditionally guarantees to Wolfgang Jobmann GmbH that all employees covered by the German Minimum Wage Act and involved in executing the contract or providing services on behalf of Wolfgang Jobmann GmbH receive the full statutory minimum wage. This payment must be made without any deductions or agreements that could circumvent the legally required minimum wage. Irrespective of the aforementioned German requirements, the supplier/service provider shall comply with the statutory minimum wage obligations applicable at its respective registered office and within its business units.

13.2 Should the supplier/service provider violate the statutory minimum wage law, Wolfgang Jobmann GmbH shall be entitled to terminate the contract immediately, without any financial compensation.

13.3 The supplier/service provider agrees to indemnify Wolfgang Jobmann GmbH against all fines, losses, costs, damages and third-party claims incurred by Wolfgang Jobmann GmbH as a result of a breach of statutory minimum wage law. Furthermore, the supplier/service provider undertakes to assign to Wolfgang Jobmann GmbH any claims against third parties arising from a breach of statutory minimum wage law.

13.4 Background: Companies in Germany are obliged to ensure that suppliers and contractors comply with the minimum wage obligations.

14. Protection of rights

14.5 The supplier/service provider guarantees that no third-party rights are infringed in connection with the delivery or use of the goods or services.

14.6 Should third parties assert claims for damages due to an infringement of their rights, the supplier/service provider shall indemnify us against all such claims upon first written request. We shall not be entitled to enter into agreements, in particular settlements, with the third party without the supplier/service provider's consent.

14.7 The supplier/service provider's indemnification obligation shall include all costs necessarily incurred in connection with the third party's claim.

15. Jurisdiction/place of performance

The place of performance for all obligations arising from the order shall be the location of our registered office. For all disputes arising from the business relationship, including those related to bills of exchange or cheques, the location of our registered office shall be the place of jurisdiction. For the supplier, this place of jurisdiction shall apply exclusively. Alternatively, we shall be entitled to bring legal action against the supplier at the competent court at the location of its registered office or any of its branch offices.

16. Applicable law

The law of the Federal Republic of Germany shall apply. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

17. Contract language

The contract language shall be German, unless otherwise agreed between the parties.

18. Partial ineffectiveness, final provisions, severability clause

Should individual provisions of the respective contract be or become invalid, this shall not affect the validity of the remaining provisions and the contract as a whole. In place of an invalid provision pursuant to sections 305 et seq. German Civil Code (Bürgerliches Gesetzbuch – BGB), the correspondingly applicable statutory provisions shall apply in its place. If individual provisions of the respective contract are or become invalid for reasons other than those specified in sections 305 et seq. German Civil Code, the parties shall replace the invalid provision with a valid one that most closely reflects the economic intent of the contracting parties.

19. Legal validity

These General Terms and Conditions of Purchase (GTC) shall be legally valid as of 01/04/2025.