

Standard Purchasing Terms
Cosun Beet Company GmbH & Co. KG
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1. Applicability of these Standard Purchasing Terms

1.1 The following Standard Purchasing Terms (hereinafter referred to as "SPT") shall apply to all supplies of goods, irrespective of whether the contracting party manufactures the goods itself or purchases them from suppliers (Sections 433, 651 of the German Civil Code [BGB]). They also apply to services provided to Cosun Beet Company GmbH & Co.KG (hereinafter referred to as "Cosun Beet Company"). They apply in every case if and insofar as no other written agreements have been concluded for any specific supply of goods and/or services.

1.2 The SPT shall only apply if the seller is an entrepreneur (Section 14 BGB), a legal entity under public law or a special fund under public law.

1.3 The SPT, as amended from time to time, also apply as a framework agreement for future contracts for the sale and/or delivery of movable goods with the same contractual partner, without Cosun Beet Company having to refer to them again in any specific case.

1.4 The Cosun Beet Company SPT exclusively apply to the relationship between the Parties; any standard terms of sale or delivery of the contractual partner that conflict with these SPT or contain any supplementary terms in relation to these SPT do not apply to the relationship between Cosun Beet Company and the contractual partner unless Cosun Beet Company has expressly agreed to their applicability in writing. The same applies in cases where Cosun Beet Company does not expressly object to such standard terms of sale and delivery, refers to a letter containing or referring to terms and conditions of business of the contractual partner, or those of a third party, or accepts a supply of goods and services from the contractual partner without reservation and/or makes a payment to the contractual partner.

2. Conclusion of contract and general terms

2.1 Orders are only binding if they are sent by Cosun Beet Company in writing or electronically and contain prices or references to framework agreements.

2.2 Any supply of goods must be accompanied by a delivery note which contains the Cosun Beet Company purchase order number, the date of the order and any item numbers or other product information included in the order.

2.3 The specific Cosun Beet Company purchase order numbers and any item numbers must be stated in all invoices and other correspondence.

2.4 An order is only binding on Cosun Beet Company if an order confirmation is sent to Cosun Beet Company within eight (8) days of the order date.

2.5 By confirming or executing the order, the contractual partner accepts the Cosun Beet Company SPT.

2.6 Deviations from the terms of an order, or enlargements of an order, must be agreed in writing in order to be considered binding. These SPT shall also apply in the event that the Parties agree in writing on any such deviation or enlargement.

2.7 When work is to be carried out at the Cosun Beet Company plant, the rules for work by third parties on Cosun Beet Company properties that relate to the respective areas concerned must be followed.

2.8 The contractual partner must choose the most energy-efficient option available to it when executing an order (production of ordered goods, packaging, shipping and other energy-related processes). At the request of Cosun Beet Company, the contractual partner shall undertake to provide information about the energy efficiency measures it has taken.

3. Delivery address; delivery period; terms of delivery and delay

3.1 The delivery address for all deliveries is the delivery address specified in the respective order.

3.2 If no other delivery terms have been agreed, all deliveries shall be made DDP (Incoterms 2010) to the delivery address specified in the order.

3.3 The contractual partner is not entitled to make partial deliveries or render partial performance without the prior consent of Cosun Beet Company.

3.4 The delivery period specified in the Cosun Beet Company order must be adhered to exactly. The contractual partner shall undertake to promptly send Cosun Beet Company written and substantiated notification once a risk of delay in delivery becomes apparent.

3.5 If the contractual partner does not render performance at all or does not do so within the agreed delivery time, or if it is in default, the rights of Cosun Beet Company, including and without limitation the right to withdraw from the contract and to claim damages, shall be governed by the applicable statutory provisions. A material delay that would create a right of withdrawal must be presumed in all cases where Cosun Beet Company has a right to assert a contractual penalty in accordance with Section 3.6 or where the goods have not yet been delivered and/or the services have not been performed.

3.6 If a delivery deadline is not met for reasons not related to circumstances at Cosun Beet Company, the contractual partner must pay a contractual penalty of one per cent (1%) of the total net price stated in the delayed order per calendar week or part thereof, limited however to no more than five per cent (5%) of the total net price of the respective order in total, regardless of whether any partial deliveries for the respective order were delivered on time. Cosun Beet Company is entitled to demand the contractual penalty in addition to performance and, as a minimum amount, compensation for damages owed by the contractual partner according to applicable statutory provisions; this is without prejudice to the right to assert additional claims for damages.

3.7 In case of non-acceptance of a delivery, the claim to a contractual penalty on the part of Cosun Beet Company shall not lapse, provided that such claim is asserted in writing within three (3) months of the delivery date of the respective order. In the event that performance is accepted, Cosun Beet Company shall assert the claim no later than in the final invoice.

4. Pricing and payment terms

4.1 Prices agreed are fixed prices and cannot be indexed at a later date.

4.2 Unless otherwise agreed in a specific order, prices indicated in the order include all supplies of goods and services and additional services performed by the contractual

partner, including any and all incidental costs (e.g. proper packaging, transport costs, including transport and liability insurance).

4.3 Payment shall be made upon receipt of the delivery and shall be made during the current month plus 30 days after receipt of the invoice, unless otherwise agreed in the respective order; see also Section 5.3. In the case of bank transfers, payment is considered to have been made in a timely manner if the transfer order from Cosun Beet Company is received by its bank before the expiry of the payment deadline; Cosun Beet Company is not responsible for delays on the part of banks involved in the payment process.

4.4 Cosun Beet Company does not owe any interest on maturity. The default interest rate is five (5) percentage points above the base lending rate per annum. The statutory provisions shall apply in the event of default on the part of Cosun Beet Company, whereby a written warning from the contractual partner is required in all cases, even where this differs from the statutory provisions.

4.5 The contractual partner may not demand any forwarding, invoicing or similar charges.

5. Quality control; certificates; quantity deviations

5.1 Cosun Beet Company's obligation to inspect is limited to defects that are apparent during any incoming goods inspection under external examination, including delivery documents, or that are apparent based on random sampling-based quality controls (e.g. transport damage, incorrect or short deliveries). In all other cases, the obligation to inspect shall depend on the extent to which an inspection is feasible in the normal course of business, taking into account the circumstances of the specific case. Notification of defects by Cosun Beet Company is deemed to be timely in all cases if it is received by the contractual partner within five (5) business days of discovery of the defect concerned.

5.2 The contractual partner shall ensure that deliveries meet the quality standards set by Cosun Beet Company or any relevant public authorities.

5.3 Public permits, material certificates, attestations, technical documentation (supporting documentation), CE certificates, etc. comprise integral parts of each delivery and must be provided at the same time as the delivery in the local language of the Cosun Beet Company branch indicated in the purchase order. No invoices are due for payment until certificates, etc. associated with the order are provided to Cosun Beet Company.

5.4 Cosun Beet Company may refuse to accept a delivery if the quantity specified in the specific order has been exceeded or shorted by five per cent (5%). The sole deciding factor here shall be the incoming goods inspection at the Cosun Beet Company.

6. Assignment; retention of title

6.1 The contractual partner may only assign its claims against Cosun Beet Company to third parties, or have them collected by third parties with its prior written consent unless the claims concerned have been established as final and absolute by a court of law, are due for judgement or are undisputed. In all other cases, Cosun Beet Company may not refuse consent without good cause. This is without prejudice to Section 354a of the German Commercial Code (HGB).

6.2 Cosun Beet Company objects to all terms and conditions related to the retention of title that go beyond the simple retention of title. This requires prior written consent in specific cases. However, should it be the case that sub-suppliers assert ownership rights, joint ownership rights or liens in relation to Cosun Beet Company and/or initiate enforcement

measures, it shall assert a claim against the contractual partner for any and all resulting damages.

7. Warranty rights

7.1 Unless otherwise specified below, the statutory provisions shall apply to Cosun Beet Company's rights in the event of material defects and defects of title in the goods as well as other contractual breaches by the contractual partner.

7.2 In particular, the contractual partner is liable for ensuring that the goods are of the agreed quality at such time as risk is transferred to Cosun Beet Company. In any event, product descriptions, in particular those with specific designations or references in the order, which are the subject of the respective contract or which have been incorporated into the contract in the same way as these SPT shall be deemed to be an agreement on quality.

7.3 Section 442 Paragraph 1 Sentence 2 BGB notwithstanding, Cosun Beet Company is entitled to assert claims for defects without limitation, even if Cosun Beet Company failed to discover the defect concerned due to gross negligence.

7.4 If a warranty for an agreed quality standard is agreed, the contractual partner's warranty must be unrestricted and must be provided promptly upon Cosun Beet Company opting to avail itself of this warranty.

8. Product liability

8.1 If the contractual partner is responsible for a product defect, it shall indemnify Cosun Beet Company against third-party claims if and insofar as the cause lies within its area of control and organisation and it itself is liable to third parties. In addition, the contractual partner must consent to appear before the same court or arbitration tribunal before which the product liability claims against Cosun Beet Company were heard.

8.2 The contractual partner shall undertake to purchase and maintain product liability insurance in an appropriate amount which covers all risks related to product liability, including appropriate recall risk cover. The contractual partner shall provide verification to Cosun Beet Company upon request by submitting its insurance policy documents.

9. Materials, etc. to be provided by Cosun Beet Company

9.1 Drawings, sketches, models or special tools paid for in whole or in part by Cosun Beet Company or provided to the contractual partner by Cosun Beet Company for use in the manufacture of the respective product are the property of Cosun Beet Company and may not be used by the contractual partner for any purpose other than production for Cosun Beet Company.

10. Limitation period

10.1 Unless otherwise stipulated below, the Parties' reciprocal claims shall become time-barred in accordance with the applicable statutory provisions.

10.2 Section 438 Paragraph 1 (3) BGB notwithstanding, the general limitation period for claims for defects is three (3) years as of transfer of risk. If acceptance has been agreed, the limitation period begins upon acceptance. The three-year (3-year) limitation period also applies mutatis mutandis to claims arising from defects of title, whereby the statutory limitation period for third-party in rem restitution claims shall remain unaffected. Furthermore, claims arising from defects of title shall not become time-barred under any

circumstances as long as the third party can still assert the right against Cosun Beet Company, in particular in the absence of a limitation period.

10.3 Limitation periods provided under the German law of sales, including the above extension, apply to any and all contractual claims for defects to the extent permitted by law. The regular statutory limitation period shall apply in cases in which Cosun Beet Company is also entitled to non-contractual claims for damages, unless application of the limitation periods under the German law of sales would result in a longer limitation period in any specific case.

11. Choice of law and jurisdiction

11.1 These SPT and any and all legal relationships between Cosun Beet Company and the contractual partner shall be governed by the laws of the Federal Republic of Germany subject to the exclusion of uniform international laws, in particular the CISG (UN Convention on Contracts for the International Sale of Goods), unless such regulations deviate from the terms and conditions referred to above.

11.2 The exclusive, including international, place of jurisdiction for any and all legal disputes arising under or in connection with contracts subject to these SPT is Stralsund, Germany. The Regional Court (Landgericht) has subject matter jurisdiction.