

General terms and conditions for purchases and contracts of

OVOBEST Eiprodukte GmbH & Co. KG

1. Scope of application

- 1.1 These general terms and conditions for purchases and contracts shall apply to all contracts concluded with [to be confirmed] in relation to the purchase of goods and commissioning of services. We shall not recognise terms and conditions of the supplier or contractor (hereinafter referred to as the “**Supplier**”) that deviate from or supplement our terms and conditions unless we have expressly agreed that they are to apply. The following terms and conditions shall also apply if we accept delivery without reservation, in knowledge of terms and conditions of the Supplier that deviate from or supplement them.
- 1.2 These terms and conditions of purchase shall apply exclusively to companies, legal persons under public law and special funds under public law.

2. Conclusion of the contract; declarations

- 2.1 If we make the Supplier an offer in the form of an order, the Supplier may accept this offer, in writing, within 48 hours of receiving the order. After this period of time has expired we shall no longer be bound by the offer.
- 2.2 All agreements we have made with the Supplier for the purpose of fulfilling the contract shall be set out in full in the contract, including these general terms and conditions for purchases and contracts, in writing. Our employees shall not be authorised to make oral agreements that go beyond or deviate from the written contractual agreement.

3. Prices and terms of payment

- 3.1 Contractually agreed prices shall be binding. The stated prices shall include statutory value-added tax, to the extent that it is applicable and not shown separately. Subject to any agreement to the contrary, the price shall include reimbursement for DDP Neuenkirchen-Vörden delivery in accordance with INCOTERMS 2020.
- 3.2 Unless agreed otherwise, we shall make payment within 14 days of delivery or performance in full and receipt of an invoice, subject to a discount of 3%, or within 30 days of delivery or performance in full and receipt of an invoice. The commencement of the payment period requires a properly-issued invoice, quoting the order number we have stated in our order. Invoices must be submitted to us in duplicate, along with all the accompanying documentation and data.
- 3.3 We shall have rights of offsetting and retention to the extent provided for by law.

4. Delivery and the passing of risk

- 4.1 The reimbursement for the delivery must be DDP, in accordance with INCOTERMS 2020, subject to any agreement to the contrary. The risk of accidental loss or accidental deterioration shall only be passed on to us upon delivery at the destination we have specified. The statutory provisions regarding transfer of risk in the case of default on acceptance shall remain unaffected.
- 4.2 For the delivery to be considered prompt, it must be received by us at the destination we have specified.
- 4.3 The Supplier must notify us in writing, without delay, if circumstances arise or become apparent to them which mean that they will be unable to comply with the agreed period for delivery or performance. This notification will not release the Supplier from their duty to fulfil the contract. Their liability for default shall remain unaffected.
- 4.4 If the Supplier is in default in relation to a delivery or service, we shall be entitled to claim a contractual penalty amounting to 0.3% of the gross price of the delayed delivery or performance for each working day, but not exceeding 5% of the net price of the delayed delivery or performance. Other claims and rights shall remain unaffected. The contractual penalty will be counted towards any further claim for damages. This shall not affect any claims for contractual penalties, even if there is unconditional acceptance of the delayed performance, provided that the claim is asserted prior to the settlement of the invoice.
- 4.5 The Supplier must state the order number we have provided on all shipping documents and delivery notes. If any information is incorrect or missing, we shall not be held responsible for any resulting delays in processing or payment of the purchase price.

5. Warranty for defects

- 5.1 Upon receipt of goods, we shall only be required to inspect the delivered goods for obvious, externally-visible defects (in particular, visible damage incurred in transit, incorrect deliveries and deviations in quantity) and report this without delay. A further inspection shall take place as soon as and to the extent that this is possible within the course of proper business proceedings. We shall report any defects that are identified in the course of such an examination without delay. The same shall apply to hidden defects that are not apparent during the inspection, which we identify at a later point in time.
- 5.2 We shall be entitled our full statutory warranty rights should there be any material or legal defects. In particular, we be entitled to choose, at our own discretion, to demand that the defect is remedied or that a substitute delivery is made in accordance with the contract. If the Supplier does not fulfil their duty to render subsequent performance within the period we have specified, if they fail in doing so, or if it is impossible or unreasonable for them to ren-

der subsequent performance, we shall be entitled to claim damages and/or revoke the contract, or to request a reduction in the purchase price, pursuant to statutory provisions.

5.3 The limitation period for warranty claims shall be 36 months from the time of delivery. The statutory provisions regarding the recourse claims of the Supplier shall remain unaffected.

5.4 The limitation period for a warranty claim will be suspended once a complaint is made in writing, provided that the Supplier has not rejected the claim. The statutory provisions regarding the suspension of the limitation period shall otherwise remain unaffected.

6. Confidentiality

6.1 The Supplier shall undertake to treat trade secrets and any other information in connection with our business operations, which they become aware of in the course of the business relationship, for which there is a legitimate interest in non-disclosure (hereinafter referred to as “**confidential information**”), as confidential. They shall undertake to use such information exclusively for the performance of the contract they have concluded with us and not to allow third parties to access such information without our prior written approval.

6.2 The Supplier shall only disclose confidential information to those employees who must be made aware of it to fulfil the contract concluded between the parties and shall only disclose such information as is necessary for this purpose. The Supplier shall not be entitled disclose information unless the employees are subject to the same duty of confidentiality as they are. Evidence of this must be provided to us upon request.

6.3 The requirements set out in Clause 6.2 apply to the disclosure of information to subcontractors and external suppliers. The requirement for approval under Clause 6.1 shall remain unaffected.

6.4 A duty of confidentiality shall not apply, if and to the extent that the requested information

- a) has become generally known or publicly accessible without this confidentiality clause having been breached;
- b) was in already in the possession of the Supplier at the time of the disclosure, without having breached confidentiality, or if it was obtained by them from a third party after the disclosure took place, without having breached confidentiality;
- d) must be disclosed due to statutory provisions, or an administrative or judicial order.

7. Product and producer’s liability – indemnity – liability insurance cover

7.1 The Supplier must indemnify us against any claims for damages by third parties based on personal injury or property damage, which stem from a defect in the product they have de-

livered, the cause of which lies within the Supplier's sphere of control and organisation and for which they themselves are liable to third parties.

7.2 As part of their liability pursuant to Clause 7.1, the Supplier must also reimburse any expenditures that may arise from or in connection with a recall. We shall inform the Supplier regarding the nature and extent of the recall measures to be carried out and give them the opportunity to comment, to the extent that this is possible and reasonable. Other statutory claims shall remain unaffected.

7.3 The Supplier shall undertake to maintain product liability insurance with coverage of at least 10 million EUR for each case of personal injury/property damage, including the costs of a recall. Any further claims for damages we may be have to shall remain unaffected. The Supplier must provide proof of the insurance policy upon request.

8. Compliance; environmental protection

The Supplier shall undertake to comply with all the laws and regulations applicable to them in the course of the delivery or performance of services. This shall apply in particular, but shall not be limited to, laws and regulations for the protection of the environment.

9. Place of jurisdiction and applicable law

9.1 The place of jurisdiction for all disputes arising from and in connection with the contract we have concluded between with Supplier shall be that of our registered office. The Supplier shall exclusively be subject to this agreement regarding the place of jurisdiction. Alternatively, we shall also be entitled to bring an action against the Supplier at their place of general jurisdiction.

9.2 German law shall be applicable, except for the UN Convention on Contracts for the International Sale of Goods.

9.3 In the event that any of the terms contained in the general terms and conditions are found to contain omissions or to be unenforceable, this shall not affect the validity of the remaining provisions.