

## General Terms and Conditions of Purchase

### 1. General

1.1 **Scope of application:** The General Terms and Conditions of Purchase shall be an integral part of all contractual agreements between Grüninger AG and the Supplier, and shall apply unless otherwise provided for in individual agreements.

By accepting, via an order confirmation, and/or executing the order, the Supplier declares himself to be in express agreement with these General Terms and Conditions of Purchase. The Supplier's General Terms and Conditions of Purchase or other documents, which supersede, modify or supplement the present Terms and Conditions of Purchase, shall have no legal effect, even if reference is made to them in a contract confirmation or in business correspondence.

1.2 **Conclusion of contract:** The Supplier's offer shall be made free of charge unless otherwise specified in the quotation. Orders and purchase orders shall be binding if they are in writing or have been confirmed in writing.

An execution of the order or significant parts thereof by a third party shall require the prior written consent of Grüninger AG.

1.3 **Applicable law:** The legal relationships between Grüninger AG and the Purchaser are governed by Swiss law. The same applies to these General Terms and Conditions. The applicability of the United Nations Sales Convention of 11 April 1980 on Contracts for the International Sale of Goods (CISG-"Vienna Sales Law"; SR 0.221.211.1) is hereby rejected.

1.4 **Place of performance:** The delivery location shall be the respective Grüninger AG specified shipping point.

1.5 **Deadlines:** For the purpose of these terms and conditions, working days are defined as the weekdays Monday to Friday, with the exception of public holidays and 24 and 31 December. Declarations, with a deadline attached, must have been received by the recipient no later than 16.00 hours on the last day of the deadline. Recognised public holidays which differ shall only be taken into account in favour of the party which has to make or receive a declaration or to carry out an action on such a day.

1.6 **Quantity:** Where a quantity limited by two numbers (from – to) has been agreed upon, the mean shall apply as the basis for the delivery.

### 2. Delivery

2.1 **Delivery:** Deliveries shall be made on the agreed dates pursuant to the contract, order, request for delivery and/or subsequent Grüninger AG instruction.

Grüninger AG is entitled to refuse acceptance of goods, which are not delivered pursuant to the delivery schedule set forth in the contract, order or request for delivery, and to return or store them with a third party at the Supplier's expense and risk.

2.2 **Shipping provisions:** The Supplier shall adhere to the shipping provisions of Grüninger AG and its transport company or freight forwarder. The Grüninger AG order and item numbers shall be stated in all shipping documents, letters and invoices.

Transport costs, including packaging, insurance policies and all other ancillary costs shall be borne by the Supplier, unless explicitly agreed otherwise.

2.3 **Delay:** If the delivery is not made at the stated point in time or during the period pursuant to the contract, order or request for delivery, the Supplier shall be in arrears when the agreed delivery date has expired. Postponements of the delivery schedule shall require the immediate notification of the Supplier and the relevant written acceptance by Grüninger AG.

If the Supplier is in arrears, Grüninger AG may reject the delivery and claim compensation for non-fulfilment. If Grüninger AG still requires delivery, it shall notify the Supplier of this within five (5) working days.

In the event of an agreed contractual penalty for delivery delay, the right to a contractual penalty shall also remain preserved if not expressly asserted at acceptance of delivery. Further claims shall likewise remain preserved without a special provision at acceptance.

2.4 **Weight:** The Supplier is only allowed to supply an excess or shortfall on the agreed weight following prior consultation with Grüninger AG. Any excess or shortfall must be notified by the supplier before delivery. The weight determined by weighing or measuring on dispatch or arrival is deemed binding for calculation and fulfilment purposes; each party is entitled, either in person or via an authorised representative, to participate in the weighing/measuring. Axle-load weighing is inadmissible.

2.5 **Quality:** The Supplier guarantees the agreed quality pursuant to the quality agreement or product specifications and/or reference samples. The Supplier furthermore guarantees that the goods correspond to the relevant standards and state-of-the-art technology. Changes in the material composition etc. are strictly forbidden, unless Grüninger AG has provided its prior written consent. Grüninger AG is entitled with advance notice to carry out inspections with respect to quality at the Supplier's or its sub-supplier's location. Such inspection measures shall not release the Supplier from its obligations.

2.6 **Acceptance:** Grüninger AG reserves the right to examine the goods immediately following receipt for apparent and visible defects and only then to accept them. In the event of complaint, the costs of the inspection and replacement delivery may be charged to the Supplier. For every type of defect the period to provide notice of defects shall in each case be ten (10) working days from their detection.

### 3. Force majeure and official measures

Force majeure releases the affected Party from fulfilment of the delivery and acceptance terms. The affected party must immediately inform the other party of the impediment, as soon as it becomes apparent. If the impediment lasts longer than thirty (30) days after the end of the agreed delivery/acceptance term, Grüninger AG and the Purchaser shall be entitled to rescind the agreement, within the next five (5) working days by means of a written declaration.

In the event of official measures being taken after the conclusion of the agreement, the affected party is entitled to compensation. In the case of "duty unpaid" goods, all the costs related to customs clearance shall be borne by the Purchaser. If the contracted place of delivery changes, increases or decreases in costs will be charged in line with any currency difference pro and contra, according to the difference in parity.

### 4. Notice of defect

4.1 **Warranty of quality:** The guarantee period shall at least correspond to the period specified in legal provisions or standards from delivery to the place of performance.

In the event of a substantiated notice of defect Grüninger AG is entitled to a reduction, replacement delivery or change (Art. 197 ff. OR, SR 220). The Supplier shall be liable to Grüninger AG for all direct and indirect damages, which Grüninger AG and/or its contractual partners incur with respect to the delivery of defective goods, remedy of the defect, change or replacement delivery. It is obligated to take out liability insurance with adequate risk coverage.

For replacement deliveries, the Supplier is liable for the same scope as for the original delivery object, i.e. including transport, road charges and labour costs, without limitation hereunto. The guarantee period for replacement deliveries shall begin at the earliest on the date of the arrival of the replacement delivery.

4.2 **Warranty of title:** The Supplier guarantees that the goods breach no property rights, limited real property rights, land-based obligations, as well as intangible property rights. If a third party asserts a claim to which it is entitled, Art. 196 OR shall be applicable in the event of a partial third party title claim and Art. 195 OR in the event of a full third party claim. Should Grüninger AG become involved in a legal dispute with third parties, the Supplier shall be informed and shall be obligated from this point in time to support Grüninger AG or its contractual partners in handling the legal dispute (Art. 78 ff. Code of Civil Procedure [ZPO]; SR 272).

### 5. Product liability

If claims are asserted against Grüninger AG or its contractual partners with respect to product liability, the Supplier shall guarantee full indemnity. The Supplier shall to this end take out and maintain appropriate insurance with sufficient cover. The Supplier shall on request provide proof of the existence of the insurance policy and payment of the insurance premiums.

### 6. Rights to packaging, trademark protection

All packaging, labels etc. designed on behalf of Grüninger AG, as well as the rights to the trademarks or names to be affixed to the labels, packaging or product are the property of Grüninger AG.

### 7. Payment

7.1 **Prices:** The price shall cover all services, which are necessary for the due performance of the contract. These are in particular all services pursuant to the agreed delivery conditions, packaging, labelling as well as expenses, licensing fees and all public duties. If the price is not fixed when an order is placed, Grüninger AG shall be informed thereof at the latest upon confirmation of the order. If Grüninger AG does not object within ten (10) working days then the price shall be deemed to have been approved.

Prices shall be understood to be excluding statutory value added tax. Payment shall be conditional upon correct delivery as well as the accuracy of pricing and calculations and made within thirty (30) days after receipt of the correctly issued invoice, subject to existing warranties of title or quality, however at the earliest thirty (30) days after acceptance of the goods free from defects. Payments for partial deliveries shall only be made if this has been agreed in writing.

7.2 **Invoicing:** Invoices shall be issued immediately after shipping the goods, and include the Grüninger AG order and item number. Value added tax shall be accounted for separately.

7.3 **Title retention:** The ownership of the delivered goods shall pass with the delivery at the place of performance. A title retention shall only be effective if the proviso is entered in the corresponding title retention register (Art. 715 f. of the Swiss Civil Code [ZGB]; SR 210).

### 8. Transfer

The transfer of receivables against Grüninger AG shall only be effective with its written consent.

### 9. Confidentiality

The contractual parties are obligated to keep confidential all drawings, drafts, samples, manufacturing instructions, internal company data, tools, equipment or other business secrets of the other party, which were acquired during the course of the business activity. The contractual parties guarantee that this obligation is also adhered to by their employees and auxiliary personnel.

### 10. Data protection

The contractual parties declare their irrevocable consent that personnel data communicated shall be processed or used pursuant legal provisions in relation to the order.

### 11. Written form

All modifications and additions to any order must be made exclusively in writing and signed by both parties. This also applies to any waiver of this requirement.

### 12. Severability clause

The invalidity of any of the provisions in these General Terms and Conditions does not affect the validity of the remaining provisions. A new provision will take the place of the invalid provision, which will be the closest to the content of the original intention.

### 13. Effectuation

On the initial delivery under these General Terms and Conditions of Purchase the Supplier recognises the exclusive validity thereof, also for all further contracts, orders or requests for delivery. Grüninger AG reserves the right to make modifications to the General Terms and Conditions of Purchase at any time.

### 14. Jurisdiction

All disputes arising from an agreement with Grüninger AG which do not fall under the jurisdiction of the Swiss grain exchange will be judged exclusively by the court in Mitlödi.

### 15. Binding version

This translation of the "Allgemeine Einkaufsbedingungen" is provided for your convenience only. The original German version shall at all times prevail.