

HAUBIS GROUP

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

(VERSION 05/2020)



I Scope

All deliveries, services and offers provided by Haubis GmbH and its affiliated companies* (hereinafter also referred to as the “Supplier”) shall be provided exclusively on the basis of these general terms and conditions. Any conditions of the contracting partner (hereinafter also referred to as the “Client”) that contradict or deviate from these general terms and conditions shall apply only with the Supplier’s express agreement; in particular, no actions taken by the Supplier in the course of fulfilling the agreement will be deemed acceptance of deviating contractual conditions.

II Offers and contract formation

By placing an order, the Client acknowledges the currently valid version of our general terms and conditions of sale and delivery and payment terms. Our prices are net prices excluding VAT. The valid price list at the time of contract formation shall apply.

The Client agrees that invoices will only be issued and sent electronically.

The Client undertakes to inform Haubis GmbH of its currently valid and correct VAT registration number and of any subsequent changes. If incorrect information is provided or changes are not reported in good time, the Client will be liable for the resulting costs.

III Price

All prices quoted by the Supplier are based on DAP, Incoterms 2010 and, unless otherwise noted, do not include VAT. The price includes commercial packaging of the goods, loading, transport and transport insurance. The Supplier may adjust the price if at least six months have passed between the conclusion of the contract and delivery, and if relevant cost components (especially raw material prices and transport tariffs) have changed to a not insubstantial degree. The Supplier may also adjust the price if the Client requests changes to the delivery date, quantity or quality of the ordered goods after the contract has been concluded.

* The affiliated companies in the Haubis Group are: Haubis Backstubben GmbH, Haubis Genussbäckerei GmbH, Presto Handels- und Tiefkühl GmbH and AH Logistik GmbH

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IV Payment terms

All payments shall be made immediately upon receipt of the invoice and the debt will only be deemed to have been settled once the payment reaches the Supplier's business account. Any payment terms that differ from this require a separate agreement between the Supplier and the Client. The deduction of discounts requires a separate agreement. If payment is overdue, the Client shall pay interest of 12% p.a. on the arrears and cover all of the Supplier's reminder and debt collection expenses, regardless of whether these are external or internal costs. Furthermore, in the event that a payment by the Client is overdue or insolvency proceedings are initiated in respect of its assets, the Supplier may, at its sole discretion and regardless of whether the Client is at fault, withhold deliveries or the provision of services until the agreed consideration has been paid, or may withdraw from the part of the contract that has not been executed. Payments received will be used to settle the earliest liability.

We may demand advance payment of any outstanding delivery.

This shall not affect any other rights of the Supplier.

V Delivery, execution and assumption of risk

Unless expressly agreed otherwise, all deliveries by the Supplier will be DAP (delivery within Austria) Incoterms 2010. The Supplier may make and invoice partial and pre-deliveries. The defined delivery and performance deadlines are non-binding, unless expressly agreed as binding in writing, and may be exceeded by the Supplier by up to five working days. The Client may only withdraw from the contract after this time and after setting a reasonable grace period of at least seven working days. Where partial deliveries have already been made, withdrawal is only permitted if these deliveries cannot reasonably be used by the Client; the Client shall return goods already delivered unused to the Supplier at its own expense.

VI Retention of title

All goods are delivered subject to retention of title and shall remain the property of the Supplier until full payment has been received. Resale is permitted only with the Supplier's express consent. The Client shall assign any resulting claims against third parties to the Supplier. If the retention of title is enforced, this shall only be deemed withdrawal from the contract if expressly stated. The Supplier may charge for any transport and handling costs incurred in taking goods back. Should third parties take possession of reserved goods, particularly if goods are seized, the Client undertakes to inform the third party of the reservation of ownership and to immediately

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notify the Supplier. The Client shall bear the full risk for reserved goods, particularly the risk of loss, destruction or deterioration.

VII Warranty and obligation to examine and give notice of defects

The state of the goods upon transfer of risk shall be determinative. The Client shall examine the goods directly after receipt and shall immediately, within two working days of the transfer of goods, report any defects in writing including details of the claimed defect; the goods will otherwise be deemed to have been accepted. In the case of latent defects, notice of any defect shall be given within seven working days of discovery of the defect. The Client shall provide evidence of any claim under the warranty and shall cover all costs of ineligible or late notices of defect. Notwithstanding any mandatory statutory provisions regarding the honouring of warranties, the Supplier expressly reserves the right to settle warranty claims at its discretion by correcting, replacing or reducing the price of goods. The warranty period shall expire after six months from the transfer of risk. Notices or acknowledgement of defects, including if new parts are installed in the main delivery, shall not cause extension of the warranty period for the main delivery or the new parts. The warranty obligation shall in all cases lapse upon expiry of the warranty period; recourse claims based on a claim against the client by its customers are excluded. The Supplier's warranty obligations shall cease if the Client makes any changes or modifications to the purchased item or works provided without the Supplier's prior written consent.

The goods delivered by the Supplier shall be handled appropriately and shall be stored and processed in accordance with applicable rules (codes, directives, regulations, etc.). Goods shall be transported and stored in accordance with the storage conditions printed on the packaging.

No credit will be given for goods that are returned due to improper delivery, storage or the expiry of the shelf life. Returns are only permitted with the Supplier's prior agreement.

Warranty claims may not exceed the invoice value of the goods in question.

VIII Claims for damages

With the exception of personal injury, the Supplier's liability for damage is limited to cases of intentional fault or gross negligence. The Client shall have the burden of proof for the existence of such behaviour. Compensation for purely financial losses, any consequential losses and damage, and loss of profit are excluded to the extent permitted by law. The Supplier's liability is generally limited to typically foreseeable damage and the value of the (partial) delivery. Claims for damages shall expire six months after the claimant becomes aware of the damage and responsible party, and two years from the transfer of risk at the latest. If an order is made based

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on the Client's recipes, market designs or models, the Supplier shall only be liable for execution of the order in accordance with the Client's specifications and not for the accuracy of thereof. The Client shall indemnify and hold the Supplier harmless for any infringement of third-party property rights.

IX Product liability

Product liability claims within the meaning of the Austrian Product Liability Act asserted against the Supplier by contractual partners or third parties are excluded, unless the party entitled to claim recourse proves that the fault was the Supplier's responsibility and at least constitutes gross negligence.

X Applicable law and place of jurisdiction

This contract is subject to Austrian law. The competent court for Petzenkirchen is agreed as the place of jurisdiction for clients domiciled within the European Union or an EFTA state.

All disputes arising from or in connection with contracts with clients domiciled outside of the European Union or an EFTA state shall be decided by one or more arbitrators, who shall be appointed in accordance with the Rules of Arbitration of the International Chamber of Commerce. The place of arbitration is Vienna.

However, the Supplier reserves the right to submit claims in the client's regular place of jurisdiction in either case.

XI Miscellaneous

If an authority takes product samples from the Supplier's deliveries for inspection purposes, the Client shall request an official control sample from the official body and immediately send this sample to the Supplier. Information on recipes, prices, delivery conditions, quantities, etc. shall be treated as confidential and may not be disclosed to third parties.

The Client agrees that the Client's company name and address will be shown on the Haubis website (www.haubis.at) if a visitor uses the platform to search for a Haubis stockist in their area (e.g. postal code search). The Client may withdraw its agreement to this provision by writing to Haubis GmbH.

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XII Severability

Should any provision of these terms and conditions be or become ineffective, this shall not affect the validity of the remaining provisions. The ineffective provision shall be replaced with a provision that comes as close as possible to the economic purpose of the invalid provision. The same shall apply to any gaps in these terms and conditions or the contract.