



General Terms and Conditions of Purchase of Avebe Kartoffelstärkefabrik Prignitz/Wendland GmbH (2017)

1. Scope

The following General Terms and Conditions of Purchase apply to all contractual declarations, deliveries and services of the supplier to us, including future transactions, unless expressly agreed otherwise. Other or supplementary terms and conditions of the supplier apply only with our written consent. The scope includes entrepreneurs in accordance with Section 14 BGB (German Civil Code) and legal entities under public law and special funds under public law.

2. Conclusion of Contract

- 2.1. Offers from the supplier are always free of charge for us and must comply with our request.
- 2.2. Orders, verbal orders or ancillary agreements, their amendments, additions and ancillary agreements must be made in writing and signed by our authorised representatives. We are bound to an order for 14 days. The acceptance of the order by the supplier must take place within this time, in writing, stating our order number and order date. Any deviations from our order must be expressly indicated in the order confirmation. These will only become part of the contract if we have agreed to this in writing.
- 2.3. Supply contracts, their amendments or additions must be made in writing. Delivery schedules become binding if the supplier has not objected within one week of receipt.
- 2.4. We are entitled to demand changes to the ordered goods and quantity even after receipt of the order confirmation. Any effects on the contract price or the delivery dates must be communicated to us immediately and agreed separately.
- 2.5. All correspondence relating to the delivery process, such as dispatch notices, waybills, delivery notes, invoices, must contain the complete order number, the name of the ordering employee, any references and the date of the order in detail.
- 2.6. Drawings, plans and other documents belonging to the order remain our property. We reserve all copyright to these documents. If the supplier does not accept our orders within the period referred to in paragraph 2, these documents must be returned to us immediately. The use of our order for reference or advertising purposes is not permitted without our written consent.

3. Prices and Payment Terms

- 3.1. The price stated by us in the order is binding and is in each case subject to the statutory value added tax for free delivery. Additional costs, such as costs for packaging and insurance are included, unless otherwise agreed in writing. Payment will be made after delivery, including documentation and test certificates, within 30 days net of proper invoicing. In the event of acceptance of premature deliveries, maturity will be based on the agreed delivery dates.

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Trade Register 791
Neuruppin
Managing Director
Peter Minow



- 3.2. Invoices must be sent to the address of our company headquarters when the goods are dispatched and must contain at least the following information: Tax number or VAT identification number, supplier number, number and date of the order, additional data of the customer, number and date of the delivery note, and quantity of the invoiced goods or service. Invoices not properly issued will be deemed not to have been issued.
- 3.3. We have the right to set-off and withhold payment to the full legal extent. Assignment or inclusion of claims against us by third parties is excluded.

4. Delivery, Delivery Time, Delay and Transfer of Risk

- 4.1. The delivery time specified by us in the order, calculated from the order date, is binding. It is fulfilled upon delivery of the goods at the agreed delivery location, in the case of agreed assembly or work performance on the day of acceptance. The supplier is obliged to inform us immediately and spontaneously in writing of any imminent or occurring non-compliance with a delivery date, its cause and the probable duration of the delay. The occurrence of the delay in delivery remains unaffected.
- 4.2. If the supplier does not provide the delivery or service within the agreed delivery time, we can set a grace period of 14 days. In this case, we are entitled to withdraw from the contract after the unsuccessful expiry of the deadline by written clarification and to claim damages. In the event of delay in delivery, we are entitled to demand a contractual penalty in the amount of 0.2% of the order or order value per day that the goods arrive late, but not more than 5% of the order or order value. Any compensation beyond the contractual penalty remains unaffected.
- 4.3. If a delivery/service date has been agreed, we are not obliged to accept it beforehand.
- 4.4. The risk is only transferred upon delivery by the supplier or the transport company to the shipping address specified by us or upon installation and acceptance in our factory. Until dispatch, the goods are to be stored for us free of charge and at the supplier's risk.

5. Shipping, Packaging and Documentation

- 5.1. Our shipping requirements apply. In the absence of such, the supplier must choose the most favorable mode of transport and duration for us. Each delivery must be notified to us immediately after execution by means of a shipping notice according to type, quantity and weight. All accompanying documents must contain our order number. Delivery notes must be clearly visible on the outside or on the inside with a clear indication of this.
- 5.2. The goods must be packed in such a way that transport damage is avoided. Packaging materials are only to be used to the extent necessary to achieve this purpose. Only environmentally friendly packaging materials can be used. The obligation to take back the packaging is governed by the statutory provisions.

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- 5.3. Insofar as an EU safety data sheet or another data sheet is required for the goods delivered by the supplier due to legal regulations, this must be handed over to the customer at the time of ordering together with the confirmation of acceptance, in particular in the case of the delivery of hazardous substances. Comprehensive product information and safety data sheets must be submitted to the customer here. Goods that are not originating goods in the sense of customs law must be explicitly marked on the delivery note and the invoice. All documentation, information and instructions must also be enclosed in German.
- 5.4. The shipment is at the risk of the supplier. The risk of any deterioration, including accidental loss, thus remains with the supplier until delivery to the shipping address or place of use desired by the customer.

6. Retention of Title

- 6.1. In the event of retention of title by the supplier, we are entitled to have disposition of the goods in the ordinary course of business. The supplier may only disclose a prior assignment to our customer if its claim is undisputed and no payment has been made despite a reminder and a four-week grace period.
- 6.2. If we provide the supplier with items, we retain title. It is used exclusively for our order. Processing or transformation by the supplier is to be carried out on our behalf. In the case of processing or transformation, we acquire co-ownership of the new item in the ratio of the value of the provided item to the other items processed at the time of the processing, which the supplier must keep safe for us free of charge.
- 6.3. In the event of default of payment or breach by the supplier of its obligations under the retention of title, we are entitled to demand the return of the provided item and, after written notice with a reasonable period of time, to exploit it in the best possible way, offsetting it against the contractual consideration. For the period of retention of title, the supplier is not entitled to sell, pledge, transfer as security, rent or otherwise transfer or change the items provided in a manner that is capable of impairing our security.

7. Confidentiality

The supplier is obliged to keep confidential information confidential and not to record or exploit it without our consent or to pass it on to third parties without our written consent. This includes in particular all data, drawings and samples. The supplier must also impose corresponding obligations on its employees or agents. This confidentiality obligation shall also apply after the fulfilment of this contract. We reserve the right to require the supplier to conclude a non-disclosure agreement.

8. Liability and Warranty

- 8.1. The supplier is liable in accordance with the statutory provisions and guarantees the suitability of the delivered goods, in terms of quality, for the use required under the contract. Furthermore, it guarantees that the delivered goods do not have any defects that impair their value, comply with the basic health and safety requirements of all relevant European directives and are EU compliant.

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- 8.2. We check the delivered goods with regard to the identity, quantity, dimensions and weights, for the presence of transport damage and obvious defects. Obviously, such deficiencies are evident even when looking at the surface of the goods without technical aids. A complaint is timely insofar as it is received by the supplier within a period of fourteen working days from delivery of the goods, in the case of hidden defects from their discovery. Insofar as the nature of the goods requires a longer examination period, this shall be added to period for a timely complaint.
- 8.3. The supplier is liable for all damages incurred by us as a result of a breach of a contractual obligation. Damage also includes the costs of legal proceedings and a necessary recall action. It guarantees that its goods/services are free of third-party rights and that their contractual use by us does not interfere with third-party ownership rights. It must ensure the conformity of its goods or services with associated documentation.
- 8.4. The supplier warrants the delivered goods from the transfer of risk in accordance with the statutory provisions; Sections 478 and 479 of the German Civil Code (BGB) apply, Section 476 applies mutatis mutandis. We are entitled, at our discretion, to demand elimination of the defect or delivery of a defect-free item or compensation. In urgent cases, we are entitled to remedy defects ourselves or have them remedied at the supplier's expense immediately in consultation with the supplier. The right to compensation remains unaffected. If goods from more than three deliveries are defective within one year, we are entitled to withdraw from further unfulfilled contracts and also to claim damages for non-fulfilment.
- 8.5. The supplier's assistants and vicarious agents must comply with the applicable safety regulations of Avebe Kartoffelstärkefabrik Prignitz/Wendland GmbH when working on our factory premises. This includes wearing personal protective equipment (helmet, safety goggles, safety vest, safety shoes), which must be provided by the supplier and the contractor themselves. Access to the factory premises is only permitted after registration, safety instruction and with a valid security pass.

9. Duration and Termination

Extraordinary termination without observance of a notice period for cause remains unaffected. Cause includes, among other things, notification of insolvency proceedings over the supplier's assets, default of payment by the supplier of more than three months, recognisable threat to the execution of the order due to lack of performance of the contractor or no contractual execution of the delivery or performance despite a reminder. Unilateral changes such as price adjustments and changes to general terms and conditions shall also be regarded as cause.

10. Force Majeure

Force majeure, natural disasters, official measures but also operational disruptions of any kind, such as industrial disputes, sabotage and other unforeseeable, unavoidable and serious events that lead to restrictions or discontinuation of our operations, release us from our contractual obligations. The supplier will not have any claims for damages against us as a result of this.

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11. Transfer and Insolvency

Transfers of rights and obligations of the supplier from the contract concluded with us are only effective with our written consent. In the event of insolvency of the supplier, we may terminate the contract in part or in full. The supplier is obliged to compensate us for all related expenses, without prejudice to our right to assert claims for damages

12. Place of Performance, Legal Forum, Choice of Law, Other

German law applies exclusively to the exclusion of the laws on the international purchase of movable goods, even if the supplier has its registered office abroad. The place of performance and jurisdiction, including for liabilities arising from bills of exchange, is our registered office. However, we are entitled, at our discretion, to assert claims against the supplier at its place of business. If a provision is void or becomes void, the validity of the other provisions is not affected.

13. Corporate Governance

The supplier undertakes to comply with the rules of our company for Corporate Governance and Responsible Sourcing. It respects the fundamental rights of employees, refrains from discrimination of any kind and does not tolerate forced or child labour. It will not offer or accept any gifts, payments or other benefits that induce a person to act against his or her duty. We expect our suppliers to pay attention to the protection and preservation of the environment in accordance with applicable laws and regulations and in accordance with the Avebe sustainability objectives when conducting their business activities. As part of ensuring a secure supply chain, we reserve the right to request a security statement to ensure compliance with the security standards of your company.

Details concerning corporate governance and Responsible Sourcing can be found at <http://www.avebe-kpw.de/>.

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