



General Terms and Conditions of Purchase

Issue: February 2021

A2 Trading GmbH
Amtsstraße 47
D-22143 Hamburg

§ 1 Scope of Application

(1) All orders of goods or services shall be carried through exclusively based on these purchasing specifications. The order confirmation always signifies that consent exists with the validity of these General Terms and Conditions of Purchase; the acceptance of products or services in the knowledge of contradicting conditions does not imply any acknowledgement of adverse terms. Our purchasing specifications are also considered as agreed content of contract in the case of a follow-up order.

(2) Differing terms of our Supplier are not binding for us, even if we do not expressly object to them – unless we accepted the same formally in writing.

§ 2 Order

(1) Orders, amendments and additions, as well as call-offs are only binding if they have been commissioned or confirmed by A2 Trading in writing. A2 Trading is committed to written orders over a period of time of fourteen (14) days from the day of issuance. Order confirmations which are received after this time shall be considered a new offer which requires a written acceptance.

(2) Any contract shall be accomplished whenever the Supplier's written order confirmation is received by A2 Trading, or when we accept the consignment. If the content of the order confirmation differs to the content of our order, the Supplier is held to expressly and separately notify that he only accepts a contract other than with the given contents. In this case a contract shall only be concluded by our written consent.

§ 3 Prices

All agreed prices are fixed prices. They are to be understood – unless agreed otherwise – including delivery “free warehouse” of the respective place of delivery named by us, and including the usual packaging, charges for freight and storage, as well as possible Custom's fees. In any case, the forwarding expenses are to be paid by the Supplier, even when A2 Trading wants a special way of transport.

§ 4 Delivery

(1) Place of Performance is the place of delivery named by A2 Trading; the transport is to be effected at Supplier's risk. In the case of a delivery "free warehouse" of the place of delivery named by us, the Supplier shall cover the transport insurance fees free of charges for us. All appointed times and periods are obligatory; if periods of delivery have been stipulated, these begin with the date of our order.

Relevant for the adherence is the date of arrival of the goods at the place of delivery named by us.

Deutsche Bank
DE25 2007 0024 0922 8008 00
DEUTDEBHAM

Deutsche Bank
DE52 2007 0000 0035 5933 00
DEUTDEHHXXX

Hamburger Sparkasse
DE63 2005 0550 1295 1986 73
HASPDEHHXXX

Sparkasse Holstein Eutin
DE34 2135 2240 0179 1998 64
NOLADE21HOL

(2) If the delivery has not been contracted as "free warehouse" of the indicated place of delivery, the Supplier shall make the merchandise available in due course, considering the usual times needed for loading and dispatch. The period stipulated for delivery in cases of call-off shall be likewise obligatory following these principles, unless the Supplier objects without delay.

(3) Any surplus deliveries which have not been contracted shall entitle A2 Trading, to either accept the surplus quantity also, and have the invoice validated accordingly, or to have the excess merchandise stored at Supplier's costs until the latter retrieves it, or to send it back at Supplier's costs.

(4) If the Supplier does not perform within the agreed period of time, he shall be liable according to the statutory provisions, unless something different has been arranged in the following. In the event of a delivery delay, A2 Trading has got the right to step back from the contract after an adequate period of time has elapsed to no avail, or to ask for compensation instead of goods and services.

(5) In the event that the Supplier is behind schedule, A2 Trading is entitled to ask for 0.5% of the total order value for each inchoate week exceeding the deadline, but in total a maximum of 10% of the total value of goods ordered as a contract penalty, whereby any further damages for nonperformance shall be taken into account. Expected delays of delivery or a possible failure of the delivery in parts or in total shall be notified by the Supplier without delay, also mentioning the reasons and the supposed duration of the delay. If A2 Trading accepts a delayed delivery, we may even then exercise the rights mentioned in passage 4 if we did not expressly reserved this right to do so at the time of accepting the merchandise.

(6) In the event of Act of God, e.g. war, disturbances of transportation or operations, industrial actions, impediments of money exchange, or other hindrances of deliveries outside our control A2 Trading is entitled to step back from the contract – in parts or completely – or require performance at a later time, but for any resulting claims from the Supplier's side. The assertion of such Act of God must be executed in writing by us or by the Supplier within a week after the emergence of the respective incident.

(7) The Supplier shall send a notice of dispatch for each singular consignment on the day of shipment, separately from merchandise and invoice.

(8) Any prolonged und extended reservation of proprietary rights of the Supplier is excluded –specifically the reservation of ownership of the delivered goods until full payment of all goods and services resulting from the business relationship as a whole. Particularly no procession of the goods shall be made on behalf of the Supplier, in the sense of § 950 of the German Civil Code.

§ 5 Payment

(1) Devoid of a specific agreement, payment shall be executed within 30 days, net. The time allowed for payment shall begin after the arrival of the goods according to contract, including orderly delivery notes and invoices.

(2) The Supplier may assign his receivables to or have same be collected by a Third Party only with our prior written consent.

(3) The time of payment shall have no influence on the liability of the Supplier and/or on our right of claim. In case of faulty delivery we are entitled to retain the payment proportionately to the value until a proper performance.

Deutsche Bank
DE25 2007 0024 0922 8008 00
DEUTDEBHAM

Deutsche Bank
DE52 2007 0000 0035 5933 00
DEUTDEHHXXX

Hamburger Sparkasse
DE63 2005 0550 1295 1986 73
HASPDEHHXXX

Sparkasse Holstein Eutin
DE34 2135 2240 0179 1998 64
NOLADE21HOL

§ 6 Quality Assurance

The supplied merchandise including its packaging has to comply with the respective valid domestic and foreign legal requirements (e.g. laws and regulations concerning Food/Food Ingredients, Consumer Goods & Animal Feed), also with the respective valid customary usage in the trade of merchandise and its packaging, as well as with the properties and requirements of quality stated in the order contract. The Supplier is bound to advise A2 Trading in writing all possible restraints of application of the delivered goods. The same is applicable with respect to any possible duty of declaration on the finished goods which shall be produced using the supplied merchandise.

§ 7 Warranty/Notice of Defects

(1) The responsibility for due scrutiny and notice of defect begins in all cases when the consignment has arrived at the place of delivery specified in the order contract, and when all proper documents (particularly notice of dispatch and delivery note) are at hand. A2 Trading is entitled to impose claims within 14 working days after receipt of the goods, or in the case of hidden defects, within 14 working days after disclosure of the fault.

(2) In case that faulty merchandise was delivered the Supplier is obligated upon our request to sort out the faulty merchandise and – if A2 Trading so chooses – execute a supplementary supply within an adequate period of time fixed by us. In such a case the Supplier is obligated to cover all expenditures to this end. Inasmuch a rectification of a default or a subsequent delivery fails, is unacceptable for A2 Trading, or the the same quality is supplied with defects again, we are entitled to either reduce the purchase price or withdraw from the contract, indeed also cancel the complete scope of delivery which has not been implemented, as the case may be.

(3) In the case that a product of animal origin delivered by a Supplier is deemed unfit for importation, in line with the compulsory inspection that has to be effected at the outer borders of the EC for all delivered merchandise of animal origin, A2 Trading shall be entitled to send back the merchandise at the Supplier's expense. Our further legal and contractual rights remain unaffected by this.

(4) The warranty expires at the end of 2 years since delivery of the ordered goods. In the event of a supplementary performance the period of warranty shall be extended by the time of duration of the same, but shall expire at the end of 3 years after delivery to us at the latest.

(5) If A2 Trading has advised the Supplier that we are purchasing the goods for export, the place of delivery named for this export transaction shall be considered as Place of Performance, and we are entitled to take over the goods without inspection, and then forward it. All periods of time for inspection and notification of defects shall not begin before the time when the foreign Buyer has got the possibility for inspection, i.e. at the time of discharge at the place of delivery at the earliest.

(6) Unless regulated otherwise in the preceding passages, the warranty conforms to the statutory provisions. Any period of limitation shall be suspended from the date of notification of defects onwards, and shall begin to continue only after the explicit rejection of the claim respectively after the breakdown on negotiations over this issue.

§ 8 Liability

(1) The Supplier has to release A2 Trading from entitlements of Third Parties as far as he himself also would be directly liable. This also applies in the case of liability regardless of negligence or fault, e.g. according to

Deutsche Bank
DE25 2007 0024 0922 8008 00
DEUTDEBHAM

Deutsche Bank
DE52 2007 0000 0035 5933 00
DEUTDEHHXXX

Hamburger Sparkasse
DE63 2005 0550 1295 1986 73
HASPDEHHXXX

Sparkasse Holstein Eutin
DE34 2135 2240 0179 1998 64
NOLADE21HOL

the Product Liability Act. The Supplier is bound to provide an appropriate insurance for such a case of release.

(2) Unless a different regulation of liability has been agreed elsewhere in these conditions, according to the following passages the Supplier shall be bound to make up for any loss which A2 Trading might suffer directly or indirectly as a consequence of a faulty delivery, because of violation of governmental safety regulations, or because of all other reasons the Supplier is accountable for.

(3) Generally, the liability for damages only shall only exist in the event that the Supplier is responsible for a damage caused by him.

(4) If a claim on the grounds of liability regardless of negligence or fault against a Third Party is made on A2 Trading following mandatory foreign statutory provisions, The Supplier shall stand up for us insofar he would also be liable towards the Third Party. With respect to the settlement of a claim between us and the Supplier the principles of § 254 of the German Civil Code (contributory negligence) shall be applicable by analogy. This shall also be true in the case that a claim is made directly on the Supplier.

(5) The liability to pay damages shall be excluded insofar as A2 Trading limited effectively any liability towards our Customer.

(6) For all measures that A2 Trading undertakes to stave off possible damages (e.g. product recall) the Supplier shall be liable, insofar as these actions were caused by defects of the merchandise supplied. § 254 of the German Civil Code shall be applied accordingly.

(7) A2 Trading is entitled to a mutual agreement with an injured Third Party; The Supplier's liability to pay damages remains unaffected as long as such compromises were commercially necessary.

§ 9 Warranty of Title

The Supplier shall be liable for warranty of title, specifically in the event that the merchandise delivered is possibly protected by trademark rights. He shall release A2 Trading and our Customers from all claims which might arise from such a title when the supplied product is used according to this contract. The contracting parties commit themselves to notify each other without delay in the event of possible risks or cases of breach.

§ 10 Applicable Law

Incidentally, the respective material law existing in the Federal Republic of Germany at the time of conclusion of contract is applicable.

The act on the "UN Convention of April 11, 1980, concerning Contracts for the International Sale of Goods (CISG)" dated July 5, 1989, and/or other superseding laws may be applied complementary.

§ 11 Validity of INCOTERMS

(1) Any business terms agreed shall be valid as per INCOTERMS version of 2010 of the International Chamber of Commerce.

Deutsche Bank
DE25 2007 0024 0922 8008 00
DEUTDEBHAM

Deutsche Bank
DE52 2007 0000 0035 5933 00
DEUTDEHHXXX

Hamburger Sparkasse
DE63 2005 0550 1295 1986 73
HASPDEHHXXX

Sparkasse Holstein Eutin
DE34 2135 2240 0179 1998 64
NOLADE21HOL

(2) If a product is to be supplied „ franco“, the „Freight or Carriage Free“ INCOTERMS version 2010 shall be applicable with the proviso that the Buyer bears the costs for the insurance until arrival of goods at the place of destination. The Place of Shipment is thus also the Place of Performance.

§ 12 Invalidity

(1) Amendments or additions to an agreement require the written form.

(2) Business transactions with enterprises are on par with business transactions with legal bodies or persons of private partnerships and with special funds under public law.

(3) In the event that any provision of this Agreement becomes partly or in full invalid, any other provisions of this Agreement shall not be affected by that invalidity. The invalid provision shall then be replaced by a legally valid provision which comes as closely to the regulating purpose under economic considerations of the invalid provision as may be legal. The same is applicable in the case of any possible loopholes in this Agreement.

Deutsche Bank
DE25 2007 0024 0922 8008 00
DEUTDEDBHAM

Deutsche Bank
DE52 2007 0000 0035 5933 00
DEUTDEHHXXX

Hamburger Sparkasse
DE63 2005 0550 1295 1986 73
HASPDEHHXXX

Sparkasse Holstein Eutin
DE34 2135 2240 0179 1998 64
NOLADE21HOL