General Terms and Conditions of Purchase

A. Schmidt & Co. G.m.b.H. | Billstraße 174 | 20539 Hamburg

Version dated 30 October 2026

For the purchase of raw materials, ingredients, packaging and other goods and, additionally, related services in business transactions with business suppliers.

1 Scope and contractual basis

1.1 Where validly agreed, these terms apply to our orders placed with entrepreneurs within the meaning of section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law.

1.2 Individual agreements, particularly specifications, purchase orders, quality assurance agreements and framework agreements, take priority regardless of their form. They should be recorded in text form for documentation purposes; statutory form requirements remain unaffected. Conflicts between contractual documents must be resolved before performance.

1.3 The supplier's terms are not accepted merely because we do not object to them, accept deliveries or make payment. The incorporation of differing terms is governed by the agreement and the statutory rules. These purchasing terms apply to subsequent transactions to the extent agreed.

2 Orders and changes

2.1 Purchase orders and call-offs should be made in text form. Our purchase order specifies, in particular, the goods or service, quantity, price, place of delivery and delivery date, or refers to the documents agreed for that purpose.

2.2 Unless otherwise stated, our purchase order may be accepted within seven calendar days after receipt. Confirmations that differ from the order or are late generally constitute new offers. The supplier must clearly highlight deviations; our silence does not, in itself, constitute consent. The legal principles governing commercial letters of confirmation remain unaffected.

2.3 Changes to quantity, formulation, specification, packaging, manufacture or delivery date require agreement. Any effects on remuneration and dates must be clarified before implementation. Non-binding planned quantities or forecasts do not create minimum purchase obligations.

2.4 Delivery call-offs under an already binding framework agreement are made in accordance with its call-off rules. These terms do not introduce any additional binding effect through silence alone.

3 Prices and invoices

3.1 Agreed prices are fixed prices plus statutory VAT. Unless otherwise agreed, they include suitable standard packaging and transport to the named place of delivery. Additional costs require agreement. Customs clearance, import duties and any Incoterms are expressly specified for cross-border orders.

3.2 Invoices must comply with statutory requirements. The purchase order number, item description and reference to the delivery must be stated where communicated to the supplier. Necessary corrections are requested without undue delay. Purely formal details that are irrelevant to verification do not automatically extend payment periods.

3.3 Structured electronic invoices required by law must be transmitted in a permitted format to the receiving channel designated by us. Other invoice formats are subject to the statutory requirements and the agreed transmission channels. A simple PDF is not a structured electronic invoice.

4 Payment and countervailing rights

4.1 Agreed payment terms take priority. Unless otherwise agreed, we pay within 30 calendar days after receipt of a proper invoice, but not before complete delivery in accordance with the contract. For work requiring acceptance, acceptance is an additional prerequisite to the extent prescribed by law. Partial payments require agreement.

4.2 Cash discounts apply only if separately agreed. Statutory rights to retain an appropriate amount in the event of defects remain unaffected. Undisputed amounts that are due and not covered by a countervailing right are paid on time.

4.3 Payment and invoice verification constitute neither acceptance nor acknowledgement that the goods or services are free from defects, nor a waiver of claims. The statutory consequences of expressly declared acceptance remain unaffected.

4.4 Both parties retain their statutory rights of set-off and retention. Assignments of claims are governed by law, particularly section 354a of the German Commercial Code (HGB). The consequences of default are governed by the statutory rules.

5 Delivery and risk

5.1 The place and date of delivery are determined by the contract. Unless otherwise agreed, delivery must be made to our premises at Billstraße 174, 20539 Hamburg. Agreed delivery hours and unloading conditions must be observed. A specific Incoterms clause applies only if expressly agreed, including the place and edition.

5.2 Unless otherwise agreed, the supplier bears the risk until handover at the named place of delivery. Responsibilities for unloading and special lifting or unloading equipment are agreed in advance where necessary. Statutory rules on acceptance and transfer of risk remain applicable to contracts for work.

5.3 Partial deliveries, early deliveries and quantity deviations require our prior consent unless already agreed. This does not create a right to reject an actually conforming delivery without an objective reason.

5.4 The supplier must inform us without undue delay as soon as a delay becomes foreseeable, stating the reasons, effects and possible remedies. Such notification does not change the agreed date. Statutory claims apply in the event of default; any contractual penalty or liquidated compensation must be agreed separately.

6 Packaging and delivery documents

6.1 Goods must be packaged hygienically and safely for transport, according to their nature, and protected against moisture, contamination, damage and impermissible temperatures. Agreed hygiene, allergen and segregation requirements must be met. Statutory packaging obligations remain unaffected.

6.2 Delivery notes and containers must allow unambiguous identification of the item, quantity, batch and delivery. Mandatory labelling and agreed manufacturing, shelf life, storage and safety information must be included. Certificates of analysis and conformity documents must be provided to the extent agreed or legally required.

6.3 Packaging and food contact materials must be suitable for the agreed intended use and meet the applicable requirements. Declarations of conformity must be provided where legally required or agreed; necessary supporting evidence must be made accessible upon a justified request.

6.4 Pallet type, exchange eligibility, return and deposit are agreed separately. The choice of disposable or reusable packaging does not, in itself, create a claim for additional remuneration that has not been agreed.

7 Quality and food law requirements

7.1 Goods must conform to the agreed quality, specification and agreed samples and be suitable for the contractual purpose communicated to the supplier. In the absence of an express quality agreement, statutory requirements concerning freedom from defects and safety apply.

7.2 Food, ingredients, additives and processing aids must comply with the food law requirements applicable to the goods and the supplier's activities. Special requirements of other target markets are agreed separately. No obligation to comply with every legal system worldwide is established.

7.3 The supplier must provide accurate and current information required by law or agreed, particularly concerning composition, allergens, restrictions on use, dosage and storage. It must inform us without undue delay of errors or safety-relevant changes that become known. Legally required information may not be withheld on grounds of trade secrecy; confidential information is protected.

7.4 Special characteristics such as organic status, suitability for vegans, particular allergen requirements, kosher or halal status and specific certifications apply only if agreed for the particular product. The necessary current supporting documents must then be provided to the agreed extent.

7.5 The supplier must not implement any materially significant change to the agreed quality without our consent. Planned changes to the formulation, raw material source, manufacturing site, process, packaging or certification status must be notified in good time where they may affect safety, agreed quality, labelling or usability. Measures mandatory by law remain permissible; we must be informed of them without undue delay.

7.6 Batch-specific analyses, testing plans, cleaning requirements and audits are specified on a risk basis in a quality assurance agreement. Audits require reasonable advance notice, protection of trade secrets and consideration for operations. If there are specific grounds to suspect a safety issue, the parties agree promptly on the necessary checks; statutory powers of authorities remain unaffected.

8 Shelf life and traceability

8.1 Any required minimum remaining shelf life is agreed for the specific item in the purchase order or specification. In the absence of a specific agreement, the remaining shelf life must be sufficient for the use contemplated by the contract and apparent to the supplier. No blanket minimum proportion of 80% is agreed.

8.2 The supplier maintains the traceability systems legally required for its activities and ensures that deliveries and batches can be unambiguously identified. Manufacturing and upstream supplier information must be retained to the extent required by law.

8.3 In the event of a safety incident, the supplier must provide us without undue delay with the information necessary to identify affected goods, deliveries and risks. In other respects, the scope, access authorisations and periods for documentation and retained samples are agreed for the specific product; statutory retention obligations remain unaffected.

9 Incoming goods inspection and notification of defects

9.1 Where section 377 HGB applies, we inspect the goods without undue delay after delivery to the extent practicable in the ordinary course of business. The scope and depth depend, in particular, on the type of goods, safety risk, testing effort and agreed quality assurance system.

9.2 Suitable representative sampling is permissible to the extent consistent with the ordinary course of business. Destructive, microbiological or other special analyses are not invariably required for every delivery; their necessity depends on the circumstances and agreed testing plans. Our own statutory responsibility for food safety remains unaffected.

9.3 We notify apparent defects without undue delay after the required inspection and hidden defects without undue delay after discovery. Timely dispatch of the notice is sufficient to meet the deadline. Notices should be provided in text form for documentation purposes. The statutory rules apply in cases of fraudulent concealment.

9.4 A defect in a sample does not automatically mean that every unit of a delivery is defective. We may place batches under a reasonable hold pending clarification where there are justified grounds for suspicion. Further rights are determined by the actual defect, the quantity affected and the statutory requirements.

10 Rights in respect of defects and limitation periods

10.1 We have the statutory rights in respect of defects in quality and title. Where sales law applies, we may request repair or replacement in accordance with section 439 BGB; the supplier's statutory rights to refuse remain unaffected. Necessary expenditure for subsequent performance must be borne in accordance with the law.

10.2 We give the supplier the opportunity for subsequent performance required by law. In urgent cases, where disproportionate loss is imminent or safety risks arise, immediate measures permitted by law remain possible. No general right under sales law to remedy defects ourselves without the statutory requirements being met is introduced.

10.3 Withdrawal, price reduction, damages and reimbursement of wasted expenditure are subject to the statutory requirements. Statutory rights of recourse in the supply chain, particularly under sections 445a, 445b and, where applicable, section 478 BGB, remain unaffected.

10.4 Statutory limitation periods apply. An extension to three years or another special period is established only by express agreement. Minimum shelf life and limitation periods are independent of each other.

11 Safety incidents and recalls

11.1 Where there are reasonable grounds to suspect a safety issue or a significant conformity problem, the supplier must inform us without undue delay, giving details of the product, batch, risk and measures already taken. The same applies to relevant official measures or warnings that may specifically affect the goods supplied.

11.2 The parties cooperate in traceability, risk assessment, placing goods on hold, withdrawal and, where appropriate, recall. Where legally permissible and time allows, the supplier is consulted before measures are taken. Necessary notifications and measures must not be made conditional on prior consent or delayed.

11.3 The supplier reimburses necessary and reasonable costs and loss where the statutory requirements are met and according to its responsibility. Our contributory responsibility, duties to mitigate loss and any statutory contribution between jointly and severally liable parties are taken into account. There is no strict-liability indemnity solely on the basis of a media report about comparable products.

11.4 The parties designate reachable contacts for safety-related notifications and, where necessary, agree emergency contacts and response times in a quality assurance agreement.

12 Liability and intellectual property rights

12.1 The supplier is liable in accordance with the statutory provisions. These terms alone do not increase liability or establish a blanket indemnity on first demand.

12.2 Where third parties assert justified claims against us due to a product defect or other breach of duty for which the supplier is responsible, we may request indemnification or reimbursement to the extent owed by law. This includes necessary legal defence costs where the statutory requirements are met. We inform the supplier and, where reasonable, give it the opportunity to assist in defending the claim.

12.3 The supplier ensures that its conforming supply and the agreed use do not infringe third-party rights. Statutory responsibilities and warning obligations apply to designs or formulations specified exclusively by us. This provision alone does not establish a worldwide or strict-liability guarantee.

12.4 The type and extent of any required public liability, product liability or recall cost insurance are agreed separately according to the scope of supply. Proof of insurance does not replace liability or limit statutory claims.

13 Ownership and customer supplied items

13.1 Simple retention of title by the supplier until payment for the particular goods may be agreed. Retention of title extending to other claims or to processed products or resale receivables requires our express consent.

13.2 Raw materials, packaging, tools, samples and documents supplied by us remain our property. They must be clearly allocated, treated with care and used only for our orders. Loss, damage and recognisable concerns about suitability must be reported without undue delay.

13.3 Processing, combining and mixing of items supplied by us, and ownership of the resulting product, are expressly specified in the contract processing order. Surplus quantities, scrap, return and disposal are coordinated and documented. Use for third parties without consent is prohibited.

14 Confidentiality and subcontractors

14.1 Non-public formulations, customer data, commercial terms and technical or commercial documents must be treated confidentially and used exclusively for the agreed purpose. Exceptions apply to information lawfully known, independently developed, lawfully received from third parties or made public without a breach of duty.

14.2 The supplier restricts access to persons who require it and are subject to corresponding obligations. Confidentiality continues after the contract ends for as long as there is a legitimate interest in confidentiality. Statutory disclosure and retention obligations and necessary preservation of evidence remain unaffected.

14.3 Development rights and rights of use owed are expressly specified in the order. Payment of a purchase price does not, in itself, transfer all rights in formulations or development results.

14.4 Material manufacturing or development services commissioned specifically for us may be subcontracted only with our prior consent. This does not make routine raw material procurement or transport generally subject to consent. The supplier remains responsible under the law for persons engaged to perform its obligations and must observe agreed confidentiality and quality requirements.

15 Special services and impediments to performance

15.1 Pure services, contracts for work, plant supplies and maintenance are additionally subject to the statutory provisions governing the relevant contract type. Acceptance, evidence of performance, intellectual property rights and special safety requirements are specified in the order. These terms for purchasing goods do not replace a project-specific plant or construction contract.

15.2 The party affected by an unforeseeable impediment to performance for which it is not responsible and which is unavoidable despite reasonable measures must inform the other party without undue delay and mitigate its effects. Periods are extended only by the actual duration of the impediment and a reasonable restart period.

15.3 If such an impediment lasts more than eight weeks, either party may withdraw from the affected part of the contract that has not yet been performed. Further statutory rights remain unaffected. Unperformed services no longer to be provided are not remunerated, and corresponding advance payments are refunded without undue delay. Mere price increases or sales difficulties do not create an automatic right to terminate the contractual relationship.

16 Governing law and jurisdiction

16.1 German law applies, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). Mandatory applicable provisions remain unaffected.

16.2 If the supplier is a merchant within the meaning of German commercial law, a legal entity under public law or a special fund under public law, Hamburg is the place of jurisdiction for disputes arising from the contractual relationship. We may also sue the supplier at its general place of jurisdiction. Mandatory exclusive jurisdiction and overriding international jurisdiction rules remain unaffected. Statutory jurisdiction applies to other suppliers.

16.3 If individual provisions are invalid or are not incorporated, the statutory legal consequences apply, particularly section 306 BGB.