



# General Terms and Conditions of Purchase

of Wurzener Dauerbackwaren GmbH

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## 1. Scope of application

The General Terms and Condition of Purchase (GTP) apply to all purchases and orders by Wurzener Dauerbackwaren GmbH (Customer) from its suppliers (Contractors). They apply exclusively. The Contractor's General Terms and Conditions of Business have no validity, even if the Customer does not expressly object to them.

## 2. Commercial provisions

### 2.1 Orders

Contractors' quotations must be issued in writing free of charge.

The Customer's orders are only legally binding when they take place in writing.

The written form is also required for any modifications or additions to purchase orders that have already been issued. If the delivery cannot be provided in accordance with the agreed deadline or period – fully or also in part – the Contractor is obliged to inform the Customer of this immediately in writing (email is sufficient). In this case a contract shall not come about until the Customer has issued its written agreement.

Insofar as framework agreements are in place with the Contractor, orders can also be placed via data exchange (EDI) or electronically.

The order is only effective if the agreed conditions are adhered to.

Changes to individual orders, such as batch size or delivery period, can only be made in writing.

## **2.2 Invoicing, transfer of risk**

The proper invoice including the Customer's order details (purchase order number, internal order number, material number and order date) should be sent exclusively by email (in PDF format) to the central incoming invoice account [invoice@griesson.de](mailto:invoice@griesson.de). If corresponding framework agreements are in place with Contractors, invoices can also be sent via electronic data exchange (EDI). Address for invoicing: Wurzener Dauerbackwaren GmbH, Heinz-Gries-Straße 1, 04808 Wurzen. Additional invoices sent by fax or in paper form will not be accepted. The invoice must also not be included in goods shipments. Goods are delivered at the Contractor's risk. Surplus quantities will not be remunerated, shortfalls in quantity must be credited.

When switching to the credit memo process, the Contractor must ensure that the process runs smoothly.

## **2.3 Payment**

The purchase price becomes payable after the contractual provision of the supply by the Contractor and receipt of invoice. Payments are processed via a central regulating bank/company.

For this, exclusively the contractual terms of the agreement on central regulation with del credere apply. Payment is made within 30 days less a 3% discount or within 60 days net.

## **2.4 Costs**

All costs must be stated when the order is being placed. Estimated prices (e.g. travel costs) must be shown separately and as appropriate day rates should be shown.

Supplements such as service fees, agency commissions, handling fees, charges etc. are not accepted. Costs of this kind must be represented in the cost items in the quotation.

Insofar as the individual invoicing of travel costs has been expressly agreed and the travel was agreed before its commencement (reason and cost), the Customer shall reimburse travel costs in accordance with the following rules and subject to receipts

being provided: private car at €0.36 / km, rail 2nd class, low-price solutions must be selected for flights. If overnight stays are required at the Customer's sites, the hotels with which the Customer has framework agreements must be used.

The Customer's framework agreements must also be borne in mind for hire cars.

## 3. Logistics

### 3.1 Delivery dates

The Customer's delivery dates mean dates of receipt at the place of performance, and are binding. If a particular calendar date is set as the day of delivery, this is a fixed date. If a calendar week is stated, the delivery must take place by the last working day of the week, at the latest on Friday. Premature deliveries require the Customer's written agreement. If the delivery does not take place by the agreed deadline, it is incumbent upon the Contractor to prove that it is not at fault.

If the Contractor is in default, the Customer can choose between requesting supplementary performance, compensation on account of delay or compensation in place of performance, or withdraw from the contract while retaining our claims to compensation.

The Customer is furthermore entitled to waive the performance and undertake the purchase of goods in replacement at the Contractor's expense. In this case the Contractor must settle any additional costs and the damages caused by delay.

### 3.2 Shipment / Packaging / Disposal

Shipment takes place carriage paid including packaging (in the case of third countries, including customs duty) to the shipment address indicated on the Customer's purchase order.

### 3.3 Flat rate administration charge

In the event of complaints and objections, the Customer shall strictly charge a flat rate administration charge in the amount of €110 per order. This amount comprises personnel costs incurred, for example for internal and external phone calls, correspondence and accounting costs.



### **3.4 Delivery regulations / delivery terms**

The Contractor's delivery notes must contain the following details:

- Purchase order number
- The Customer's order number (where available)
- The Customer's accounts payable number
- The Contractor's order number
- Wurzener Dauerbackwaren material number

These details must be shown on the invoice. The precise delivery date and time must also be stated on the delivery note.

#### **3.4.1 Goods deliveries – raw materials**

For palletted raw materials: Monday to Friday from 06.00 – 20.00

For silo/tank raw materials: Monday to Thursday 07.00 – 15.00

Friday 07.00 – 12.00

Exceptions only with the express agreement of the Purchasing Department

#### **3.4.2 Goods deliveries – packaging materials**

Only after prior notification by phone 1 day before delivery from 08.00 – 16.00 on the phone numbers of which you are aware.

In order to optimise the transport for packaging material, the Contractor is permitted to bring forward delivery dates by two days independently and without prior consulta-

tion with the customer. Orders for three days can thus be combined as appropriate. These deliveries must be notified on the day before delivery as usual. The Customer expects all orders to arrive at the latest on the delivery date with the correct order quantity. Discrepancies outside this area of tolerance will not be accepted and will have a negative effect on our evaluation of the Contractor.

### **3.4.3 Vehicles**

Exclusively vehicles suitable for use with a loading ramp must be used. All deliveries must be unloaded from the rear. Deliveries using jumbo trailers, pickup trucks, Sprinters etc. will be turned away.

### **3.4.4 Loading equipment**

Euro pallets corresponding at least to Class B according to the recommendation on use from Gütegemeinschaft Palettes e.V. are accepted as loading equipment.

All pallets must be labelled accordingly, and in addition to these standards must satisfy the fundamental conditions of a food processing industry. The basic measurements of the pallets must not be exceeded by either the load or the securing measures or labelling.

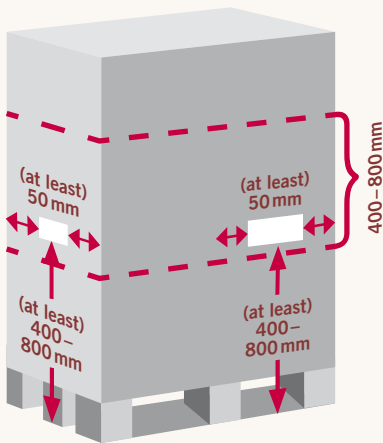
The load on the pallet must be secured by non-coloured, additive-free stretch foil. The upper edge of the pallet must be included in the stretch foil up to a maximum of 2 cm; it is essential to ensure clearance for the forklift. The delivery of raw materials that are not packaging as palletized goods must take place exclusively on plastic or hygiene pallets that are safe for use with foods.

### **3.4.5 Pallets**

Every pallet must be provided with 2 x GS1 transport labels / EAN 128 in accordance with the current GS1 standard / requirements. The label must be attached to at least two adjacent sides, i.e. one long side and one front side respectively; please refer to the illustration below.

On shrink-wrapped pallets, the labels should be attached to, and not beneath, the shrink wrap.





For all pallets, the SSCC barcode in accordance with the GS1-128 specification must be attached between 400 mm and 800 mm above the base on which the pallet is standing.

For pallets that are less than 400 mm high, the SSCC barcode should be attached as high as possible to ensure that the SSCC barcodes can be scanned without any problems.

The SSCC barcode should be attached at least 50 mm away from all vertical edges in order to prevent it being damaged.

#### Contents (sample label)

Logo Lieferant	Abender Max Mustermann GmbH & Co. KG Musterstraße 123 45678 Musterstadt	Empfänger Grieson - de Beukelaar GmbH & Co. KG August-Norch-Straße 23 56781 Polch
MFL <b>3 4012345 123456789 5</b>		
GS1-Materialnummer	Lieferanten-Charge	MHD
12345678	12345678911234567892	TT.MM.JJ
Artikelbezeichnung <b>1234567891123456789212345678931234567894</b>		
Bestell-Alternativ	Menge	Nettopesicht
1234567890	12345678	123,12
N V E  (00)340123451234567895		

The required size of the label is DIN A5.

The pallets must be delivered containing only one type of material from the same batch, i.e. different material numbers must not be loaded on the same pallet.

For every pallet that does not correspond to requirements, the Customer can choose between refusing to accept the delivery or making the Contractor liable for costs arising due to the follow-on processes.

The number of packaging units per pallet and the pallet configuration of all packaging materials that have been agreed with the Customer

must be complied with. The pallet quantity delivered must be identical with the pallet quantity ordered by the Customer. The quantity delivered must correspond to the quantity ordered. No partial deliveries will be accepted. Only one delivery must take place per order.

Incomplete pallets delivered (= pallets that are not full) must be declared with the exact quantity per pallet. All the necessary delivery documents must show the exact quantity of incomplete pallets.

The maximum height including the transport pallet must not exceed 1.90 m.  
The maximum permissible total weight is 500 kg.

All differences between the order and the delivery must be agreed with the Customer before delivery. If no such agreement (and an associated change to the order) takes place, the Customer shall refuse to accept the goods or invoice the additional cost.

## 4. Code of conduct / sustainability

The Customer's view of sustainability requires that the Customer, its Contractors and their subcontractors run the respective companies in an ecologically sound, economically successful and socially beneficial way – in respect of both the current and future generations. The respective processes must be continuously reviewed for improvement opportunities in these respects.

### 4.1 Safety

To ensure the health and safety of society, in particular of employees, the protection of the environment and the safe transport of hazardous goods, it is essential that the relevant laws, regulations and provisions, including the regulations of the professional associations, are complied with. Safety guidelines handed out internally must strictly be followed.

The necessary protective devices must be supplied together with the goods by the Contractors themselves. Safety shoes must be worn when loading and unloading trucks and silo vehicles on the Customer's factory premises.

For hazardous substances the safety data sheets must be handed over at the latest with the first delivery.



Safety deficiencies on vehicles and equipment or conduct contrary to the rules always entitle the Customer to refuse acceptance.

#### **4.2 Protection of the environment and resources**

The focus is on responsible handling of the resources energy, water, raw materials and packaging materials, and other economic goods. As well as optimised logistics planning, the Contractor must as far as applicable also provide for the recycling of products, packaging and economic goods.

#### **4.3 Energy efficiency**

Energy consumption and energy efficiency are important evaluation criteria for the procurement of products and equipment. The Contractor must use the most energy-efficient technology taking account of the defined requirements, cost-effectiveness and what is technically feasible.

#### **4.4 Quality requirements**

The Contractor is obliged to undertake an outgoing goods inspection in respect of the specifically warranted properties in accordance with DIN ISO 9001 – 9004 or the valid food standards respectively, such as IFS, BRC or FSSC 22000 as amended from time to time.

On request the Contractor shall provide the Customer with the corresponding IFS, BRC or FSSC 22000 reports free of charge. Within the context of supplier management or if circumstances require it, the Customer reserves the right to undertake an audit of the Contractor. The Customer reserves the right to undertake announced audits, with a lead time of 2 working days, of the Contractor's factories in which the contractual articles are produced. The Customer can also commission third parties to undertake an audit. This audit can also take place unannounced. The Contractor must grant entry in all events.



As the Customer is unable to undertake an inspection of incoming goods in respect of their quality when the goods are delivered, the Customer is released from the duty of immediate inspection and notification of defects.

The Contractor is obliged to adhere to the Customer's specifications. All the details stated in the Customer's profile of requirements/specifications (e.g. transport conditions, places of manufacture, recipes) are a binding integral element of the contract and must be complied with. Any change requires the prior written agreement of the Customer. In the case of purchasing on the basis of samples, the specifications are derived from the sample. In the case of machines, apparatus, vehicles and other technical articles, the respective relevant DIN and accident prevention regulations must be complied with and insofar as customary, this must be demonstrated by test reports.

The costs of inspections commissioned from external laboratories or experts are strictly to be borne by the respective Customer. If an inspection commissioned by the Customer should show that the inspected goods depart from the agreed quality, the Contractor shall bear the costs of the inspection as well as the necessary subsequent tests.

#### **4.5 Code of conduct for Contractors**

The Contractor is obliged to comply with the laws of the respective applicable legal system(s). In particular, the Contractor shall neither actively nor passively, directly or indirectly take part in any form of bribery, infringements of the basic rights of its employees, or child labour. Moreover, the Contractor shall assume responsibility for the health and safety of its employees at their place of work, observe the laws on environmental protection and as well as possible support and demand compliance with this code of conduct by its subcontractors. As a consequence, the applicable ILO (International Labour Organisation) standards and the ETI (Ethical Trading Initiative) Base Code shall be applied and complied with.

If the Contractor culpably infringes these obligations, without prejudice to further claims the Customer shall be obliged to withdraw from or terminate the contract. Insofar as it is possible to remediate this breach of duty, this right shall only be exercised after the fruitless expiry of an appropriate period for such remediation of the breach of duty.

#### **4.6 Minimum wage**

The Contractor must ensure that all laws relating to the minimum wage (*German Minimum Wage Act (MiLoG)*) are complied with. The Contractor must take care to ensure that this provision is also complied with by its subcontractors. Insofar as the Customer is claimed against due to an infringement in this respect, the Contractor shall when first requested immediately indemnify the Customer against all claims and fully assume all costs, fines etc. which the Customer incurs due to the infringement of the provision. These costs include in particular lawyers' fees, court costs, etc. The Contractor further undertakes to pay a contractual penalty in the amount of 20% of the order value. Further claims to compensation remain unaffected by this.

#### **4.7 Entry to factory premises, production halls**

The visitor pass must be collected from the gatekeeper before entering the factory premises. Furthermore, the respective house rules must be observed.

These consist of:

- Safety and conduct instructions for external companies on the Customer's factory premises
- Hygiene regulations
- Notice for the Contractor's technical personnel

Knowledge of and compliance with the house rules respectively is an essential requirement for entry.

## 5. Legal framework

### 5.1 Product liability

Insofar as the Contractor is liable for damage caused by a product, it is obliged to indemnify the Customer against third party claims for compensation in this respect when first requested. In this context the Contractor is obliged to reimburse the Customer for any expenses, claims to compensation, fines, etc. arising from or in connection with a recall action undertaken by the Customer. The Customer will inform the Contractor of the content and scope of the recall measures to be undertaken as soon as this is possible and reasonable for the Customer, and will give the Contractor the opportunity of responding.

For the duration of the business relations, the Contractor must take out and maintain extended product liability insurance with a minimum sum covered of €10 m. If the business relationship should extend to the packaging area, a minimum sum covered in the amount of €5 m is sufficient. The Contractor is obliged to present a corresponding proof of cover to the Customer when first requested.

### 5.2 Guarantee

Departures from the specifications, requirements and delivery quantities count as defects. If a delivery of similar goods exhibits an accumulation of defects in a partial quantity, the Customer can object to the entire delivery.

If there are defects, the Customer is entitled to choose between supplementary performance (rectification of defects, replacement delivery or compensation) and after the occurrence of default to demand withdrawal, a price reduction, compensation or the reimbursement of expenses incurred in vain. The compensation shall also encompass damage due to delay in performance, the necessary ancillary costs (Section 439 Para. 2 German Civil Code [BGB]), damages resulting from defects and recall costs, including in the case of preventive defence against damages.

The statutory guarantee periods of 24 months from the date of delivery apply. The Contractor indemnifies the Customer against claims for recourse on account of defects in the products it has supplied. The deadline for complaints in respect of apparent defects is within a period of 10 working days, calculated from receipt of the goods, and for other defects, in particular for hidden defects, this period applies from the identification of the defect.

Every complaint in respect of a defect delays the guarantee period in respect of the defective delivery. In the case of replacement delivery or rectification of defects, the guarantee period shall apply afresh.

Settlement of invoices does not mean any renunciation of claims under guarantee.

### **5.3 Tools, moulds, cylinders, artwork**

Tools, moulds, cylinders, artwork, technical drawings etc. that are produced on the Customer's instructions pass into the Customer's ownership at the time of completion. They must be labelled by the Contractor as the Customer's property, and stored, maintained and repaired separately, free of charge and with insurance cover. The Customer will strictly not bear the costs of tools, cylinders, printing blocks etc. for existing articles/ size units. The Customer's property must only be used to produce for the Customer. The Customer's property must be handed over to it at any time at its request. Insofar as the production costs have not yet been cleared (amortisation), such handover shall take place concurrently with the settlement of the outstanding residual claim. Tools, printing blocks, printing plates, cylinders etc. must only be destroyed after prior consultation with the Customer.

#### **5.4 Duty to provide information**

The laws on food apply to the Customer's products. The Contractor is obliged to provide the Customer with all the available information that the Customer requires in respect of the products supplied by it which serve for the production of baked goods to fulfil its statutory duties of documentation and information to the authorities and consumers (amongst others, toxicology and health assessments).

#### **5.5 Foreign trade legislation**

On request the Contractor is obliged to prove the country of origin of the goods pursuant to Council Regulation (EU) No. 1207/2001, by means of long-term/supplier declarations or corresponding certificates of origin. These must be provided free of charge and stating the GdB material number concerned. The Customer must be informed immediately in writing of any changes to the origin of the goods.

The Contractor shall be liable for the correctness of the information it provides. If the Customer does not receive a necessary export licence, it shall be entitled to withdraw from the contract.

#### **5.6 Confidentiality**

The Contractor is obliged to keep all the business and trade secrets that have become known to it within the context of the business relationship secret, especially all information relating to the Customer's products, such as recipes, drawings, designs, etc., and not to make these accessible to third parties.

Irrespective of the duration of this cooperation, the obligation of confidentiality shall also exist for the time afterwards, and in particular also in the event that for whatever reasons the parties come to the result that they shall discontinue any future cooperation.

Insofar as permissible under employment law, the Contractor shall impose the aforementioned duties of confidentiality on all employees involved in this project and ensure that they sign in their own hand to confirm that they are aware of this obligation.



For every case of infringement, the Contractor undertakes to pay the Customer a contractual penalty in the amount of 15% of the order total, at least €10,000. The assertion of further damages remains unaffected by this.

### **5.7 Retention of title**

The Customer accepts the retention of title by the Contractor pursuant to Section 449 German Civil Code in the simple and extended forms.

### **5.8 Rights of use and industrial or intellectual property rights**

The Customer is exclusively entitled to the results of supplies or performance of whatever kind that have been created during the fulfilment of an order from the Customer.

The above applies irrespective of the question of whether the results are subject to intellectual and/or industrial property rights.

The cession of the rights to the results at the time of the supply or performance to the Customer is included in the price of the order.

The Contractor assigns to the Customer the exclusive right, unrestricted in terms of time or place, to the use of the results and partial results of the supplies or services, and in particular the rights to present and future illustrations and reproductions of all kinds on any media, the rights to the use, distribution, commercialisation, translation, alteration, insertion, editing, deployment and adaptation of the above-mentioned results and/or partial results.

The Contractor undertakes not to set its industrial and / or intellectual property rights against the Customer insofar as these are necessary for the use of the results and / or partial results from the ordered services.

The Contractor is liable for ensuring that the implementations of the supply or service do not infringe any third party property rights. Any licences or other payments for the use of third party property rights must be borne exclusively by the Contractor.

The Contractor is liable for ensuring that the provision, use and application of its performance do not infringe any patents or commercial property rights of third parties. The Contractor shall indemnify the Customer against all claims by third parties that are asserted from such an infringement.

### **5.9 Termination**

The parties can properly terminate at any time giving three months' notice to the end of the year. In addition, the Customer also has a right of extraordinary termination in the event of insolvency proceedings being opened over the Contractor's assets, or an application for the opening of comparable proceedings, or the refusal to open such proceedings due to insufficiency of assets, or of a cessation of payments by the Contractor that is not just temporary.

### **5.10 Language**

Only the German version of the General Terms and Conditions of Purchase is binding. If the content of an English translation or a translation into another language should differ from the German version, the German version shall take precedence over the translation.

### **5.11 Severability clause**

If individual provisions of this contract should be or become ineffective, the remaining provisions of this contract will remain unaffected by this. In such a case the parties undertake to replace the ineffective provision by a legally effective provision which comes as close as possible to the ineffective provision in its economic result. The same applies to any loopholes in the contract.

### **5.12 Modifications to the contract**

All contractual agreements and all supplementary agreements require the written form unless a stricter form is prescribed. Modifications and / or additions to the contract also require the written form. The written form is exclusively preserved by the Customer's written confirmation of the agreements. Written confirmation by the Contractor of modifications or additions to the contract requires the Customer's written counter-confirmation in order to be effective. The waiving or renunciation of the requirement for the written form also requires the written form.

## 6. Miscellaneous

Provisions in framework agreements or individual contracts take precedence over the GTP. The cession of claims against the Customer is only possible with the Customer's consent. If one provision of the GTP should be ineffective, the validity of the contract and the remaining GTP remain unaffected by this.

Exclusively the law of the Federal Republic of Germany applies with the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

The Contractor declares its irrevocable agreement to the personal details it has communicated being handled and processed respectively taking account of the statutory provisions.

The place of performance for supplies and services is the Customer's respective factory address.

For merchants and legal persons under public law it is agreed that Koblenz is the exclusive place of jurisdiction.

## Wurzener Dauerbackwaren GmbH

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