

1. Introduction

^{1.1} These General Terms and Conditions of Purchase ("GPC") shall form a subordinate part of any contract for the purchase of technical goods (also in the form of an order and order confirmation) between the seller named in the order confirmation or contract ("seller") and the company named in the order confirmation or contract as the buyer on the part of Bell Food Group ("buyer"), even if the buyer does not expressly refer to these GPC in the context of its order.

^{1.2} The seller's general terms and conditions shall not apply, even if the seller refers to or attaches its terms and conditions in connection with an order or delivery and the buyer does not expressly object to them.

^{1.3} Individual, mutually agreed agreements in individual contracts or orders shall always take precedence over these GPC. If a framework agreement also exists between the buyer and the seller, the provisions of the framework agreement shall also take precedence over these GPC.

^{1.4} If a Bell Food Group company purchases goods from the seller or if the seller is specified as the delivery address in an order, the company purchasing or accepting the goods may assert the rights specified in the framework agreement and/or these GPC in its own name and for its own account.

^{1.5} For the purposes of these GPC, the term Contract Territory shall be understood as the country in which the buyer has its registered office.

^{1.6} Bell Food Group refers to the group of companies to which the buyer belongs, whereby these are companies that are directly or indirectly controlled by Bell Food Group Ltd. with its registered office in Basel, Switzerland. The shareholdings of the Bell Food Group can be found in the semi-annual and annual reports of Bell Food Group Ltd¹.

2. Orders

^{2.1} Orders and agreements must be made in writing or via mutually agreed order platforms; e-mails or a signature via electronic signature portals such as DocuSign satisfy the written form requirement. The same shall apply to supplements, amendments and ancillary agreements.

^{2.2} The seller may object to the order in writing and with reasons within 48 hours of its receipt by the seller (the time of receipt of the objection by the buyer shall be decisive). If no objection is made in due time, the order shall be binding for the seller.

^{2.3} If the seller decides to send an order confirmation, the seller must expressly and transparently point out any deviations from the order; if no such reference is made, such deviations shall not become part of the contract. If the seller duly points out such deviations, these shall become part of the contract, provided they are confirmed in writing by the buyer. Until clarification, the mutual rights and obligations of the parties are suspended.

^{2.4} The seller shall bear the procurement and currency risk in respect of all goods and services it requires for the manufacture and delivery of the goods it sells to the buyer.

^{2.5} Any logistics costs must always be shown separately and transparently in offers and calculations.

3. Delivery

^{3.1} Unless otherwise agreed in the contract, all deliveries are subject to Incoterms 2020, DDP, place of delivery as specified on the Buyer's order.

^{3.2} Delivery shall be due on the delivery date specified in the buyer's purchase order; the delivery date shall be the contractual fixed date. If the seller defaults on delivery in accordance with the applicable Incoterms, it shall be in default from the expiry of this date. In the event of default, the buyer may exercise its statutory rights at its own discretion.

^{3.3} The seller is obliged to strictly adhere to the delivery quantity specified in the order. Excess or short deliveries are not permitted.

^{3.4} Deliveries must be free of third-party rights, in particular property rights, pre-emptive property rights, liens, trademarks or patents. Insofar as the goods are encumbered with industrial property rights or copyrights, the seller must ensure that any rights of use and licenses are granted to the buyer irrevocably, geographically and for an unlimited period of time and free of charge.

^{3.5} Initial deliveries must be clearly marked as such by the seller. Sample shipments must be specially marked by the seller. Unless expressly agreed otherwise in writing, sample shipments are non-binding and free of charge for the buyer.

^{3.6} The seller is obliged to hand over all documents in reproducible form which the buyer requires for proper export, import, customs clearance, taxation, commissioning, operation, maintenance, repair, integration, networking or other use, in particular but not exclusively any customs and transport documents, certificates and attestations, test reports, tool certificates, drawings, plans, operating instructions and repair manuals, free of charge at the latest upon delivery of the goods.

^{3.7} Unless expressly stipulated otherwise in the offer and in the order and/or unless this is evident from the overall circumstances, taking into account an industry standard, the seller shall also owe all services up to the moment of successful commissioning of the delivery in the case of deliveries that require installation and commissioning; such services are - unless expressly stipulated otherwise in the offer and the order - included in the agreed remuneration, including associated ancillary costs such as travel, accommodation and catering expenses. The seller must provide its own tools, protective devices, protective equipment and other aids for assembly, installation and commissioning, unless the Buyer confirms that it can provide such tools, protective equipment or protective devices, protective equipment and other aids at the seller's request.

^{3.8} In the event of a breach of the provisions of these GPC, the buyer shall always be entitled to refuse deliveries of goods and to return the goods at the seller's expense and risk. In such a case, the buyer shall be entitled - without prejudice to further statutory or contractual rights - to make covering purchases even without setting a grace period and to invoice the seller for the damage incurred and to be incurred by the buyer. All costs and damages incurred and suffered by the buyer as a result of a breach of these GPC shall be borne by the Seller.

4. Characteristics of the goods

^{4.1} The declarations, samples, assurances, catalogs, product descriptions, specifications, certificates and declarations of conformity provided by the seller to the buyer prior to delivery represent in their entirety the warranted characteristics of the goods.

^{4.2} Existing and/or enclosed markings on properties/quality, designations, descriptions, accompanying documents and/or advertising statements as well as instructions for use and assembly must be correct, legally correct, complete, comprehensible and written in German.

^{4.3} The seller expressly declares that the goods delivered by it comply with the applicable regulations (laws, ordinances, etc.) in the country in which the place of delivery is located according to the order, are approved for use in the food industry at the place of delivery and are safe and suitable for the production of food for human consumption. If an inspection by the buyer, an authority or a third party reveals that the use or operation of the goods in the food industry is questionable, in particular in the event of an inconceivable risk to human health and life, the seller shall immediately make the corresponding results available to the buyer and issue a warning, provided that the seller has previously delivered the goods concerned to the buyer.

^{4.4} The buyer shall be entitled to notify the seller of additional requirements for the goods to be delivered if this is indicated for the protection of employees during commissioning, operation, maintenance, cleaning and/or repair or is required by competent authorities, such as SUVA² in Switzerland. If a particular delivery is safety-relevant and a Factory Acceptance Test is not agreed, the seller is obliged to provide the buyer with a risk report for the purpose of discussion with the relevant authority. If the authority is of the opinion that the delivery must be changed from a safety point of view, the parties shall agree on how to proceed. If in such a case the seller delivers machinery and equipment without having provided a risk report in advance and the authority requests changes, the seller shall bear all costs, damages, fees, taxes, customs duties and other disadvantages of the buyer resulting from any return of the goods and/or their correction at the place of delivery.

^{4.5} The seller declares that all goods delivered by it, including their parts, components, spare and wear parts, are not classified as dual-use goods and that the import, use, placing on the market and resale at the place of performance do not violate applicable law. If it turns out that a part, component, spare part or wearing part is a dual-use good or may not be imported, placed on the market or used for other reasons (including origin), the seller is responsible for ensuring the import, placing on the market and usability of the goods at its own expense and risk in order to ensure that the buyer can use the goods and achieve the intended purpose.

^{4.6} If it turns out that the declarations made by the seller in clauses 4.3 and/or 4.5 were or become incorrect, the seller is obliged to restore the situation that would exist if the declaration had been made correctly and remained valid. In addition, the seller shall indemnify the buyer against all resulting damages, costs, fees, taxes, fines and other disadvantages.

5. Incoming goods inspection

^{5.1} After delivery, the buyer shall only carry out a superficial check of the integrity of the packaging and - if possible and appropriate in individual cases - a count of the delivered products or packaging units in accordance with its incoming goods processes.

^{5.2} The seller shall inspect the goods as part of its normal course of business. The buyer shall notify the seller of any obvious defects discovered during such an inspection within a reasonable period of time for the individual case; in this respect, the seller waives the objection that the complaint was not made immediately.

^{5.3} The buyer shall give notice of hidden defects within a period of time appropriate to the individual case after the buyer becomes aware of them; the moment at which a member of the management, a division manager, a plant manager or a head of department becomes aware of them shall be decisive.

6. Packaging

^{6.1} The goods shall be properly and securely packaged by the seller in compliance with the relevant regulations (in particular in the area of foodstuffs) with regard to the specific transportation. If their removal requires special care, the seller shall draw the buyer's attention to this.

^{6.2} The seller shall ensure compliance with all laws, regulations and official requirements regarding the handling and disposal of packaging materials.

7. Warranty

^{7.1} Goods are deemed to be defective if, at the time of delivery and/or during the warranty period, all or part of them

- a) exhibit one or more relevant deviations from the agreed target specifications and/or
- b) do not comply with a quality prescribed by law or regulation and/or may not be manufactured, imported, sold, operated and/or processed in the contract territory, Switzerland and/or the EEA for any other reason and/or
- c) violate an obligation, declaration or promise of the seller in a contract, a framework agreement, the QAA, if applicable, a specification agreement, these GPC or such regulations, specifications and documents that the buyer has made available to the seller (a reference to the reference is sufficient) and/or
- d) represent a health hazard for consumers and/or are physiologically questionable when

¹ <https://www.bellfoodgroup.com/de/downloads/>

² Swiss Accident Insurance Institute - www.suva.ch

used as intended and foreseeable.

7.2. The warranty period ends three (3) years after delivery in accordance with the applicable Incoterms.

7.3. In the event of defective goods, the buyer shall be entitled to the statutory warranty claims at its own discretion.

7.4. For a period of six (6) months, in the event of a defect, the seller shall be entitled to rebut the presumption that the defect existed at the time of delivery; this shall not apply if it is already clear from the circumstances that the defect was caused by incorrect use of the delivery by the buyer or by replacement and wear parts not approved for this machine or system.

8. Liability

8.1. If the seller has culpably breached a contractual or statutory obligation, the seller shall reimburse the buyer for all damages, costs, fines and other disadvantages incurred by the buyer in this connection (including costs and penalties in the event of product recalls).

8.2. If the degree of fault can only be classified as slight negligence, the seller's liability is limited to the typically occurring damages up to the amount of the seller's business liability insurance, but at least to the amount of the delivery of goods in connection with which the liability case occurred.

8.3. The seller shall be liable for the actions and omissions of its auxiliary persons in the same way as for its own actions and omissions.

8.4. The buyer shall be liable for any damage caused to the seller by the seller and its auxiliary persons intentionally or through gross negligence. Liability is otherwise excluded.

8.5. The limitations of liability agreed in Clauses 8.2 and 8.4 shall not apply if the damage arises in connection with personal injury and/or death of a person, a breach of industrial property rights of third parties, liability under statutory provisions on product liability and/or a breach of compliance regulations (including the Supplier Code - Clause 13.2).

9. Insurance

The seller undertakes to take out both product liability insurance and public liability insurance in a sufficient amount (depending on the value of the deliveries), at least in the amount of CHF 5 million or its equivalent in another currency. Certificates of insurance shall be submitted to the buyer upon request.

10. Audits

10.1. The Buyer reserves the right to audit the Seller and/or its suppliers at any time or to have them audited by third parties. Dates for regular audits shall be mutually agreed. If the Buyer suspects that there are quality deviations that pose a risk to health, it shall be entitled to carry out unannounced audits. The Seller acknowledges, accepts and ensures that the Buyer's customers may also carry out audits on the Seller and/or its suppliers to the same extent.

10.2. The Seller is obliged to allow and enable the audits mentioned in sections 10.1 and 10.2 and to provide the necessary support.

10.3. The seller is obliged to ensure that the seller's direct suppliers also comply with the obligations arising from this clause 10. The seller must ensure that both the buyer and the buyer's customers along the supply chain, up to the original manufacturer of a raw material or base product, can audit any legal or natural person, in particular with regard to compliance with the Supplier Code of Conduct (see clause 13.2).

11. Remuneration

11.1. The buyer shall owe the seller the consideration specified in the order for the fulfillment of the obligations in accordance with the contract.

11.2. Deviating amounts, additional costs, price opening clauses or other information relevant to the remuneration within the scope of a confirmation transmitted by the seller shall only apply if the buyer expressly approves these deviations relevant to the remuneration in writing after receipt of the confirmation.

11.3. Unless expressly stated in the order, prices are exclusive of applicable VAT.

12. Invoicing and conditions

12.1. The seller shall also send invoices in electronic form to the e-mail address provided. Invoices shall be due for payment within thirty (30) days after receipt of a verifiable invoice that meets the requirements of a tax document in accordance with the applicable law in the Contract Territory and shows VAT separately, but not earlier than thirty (30) days after (i) proper delivery of the goods and (ii) receipt of all necessary documents by the buyer. If the buyer pays within 14 days after the start of the payment period, the buyer shall be entitled to deduct a discount of 3% from its payments.

12.2. If an annual reimbursement has been agreed, the basis for determining the reimbursement shall be the total net sales of all companies of the Bell Food Group on the buyer's side in a calendar year. The reimbursement shall be paid within eight (8) weeks of the end of the calendar year.

13. Compliance

13.1. The seller undertakes to comply with the statutory provisions applicable to such a process when processing personal data. The seller has familiarized itself with the buyer's privacy policy³ and undertakes to bring this privacy policy to the attention of its employees and subcontractors.

13.2. The seller undertakes to comply with the Bell Food Group Supplier Code of Conduct⁴ in its business activities.

13.3. The seller declares that neither it, its shareholders/partners, members of the board of directors/supervisory board nor persons authorized to legally or arbitrarily represent the seller are listed on a sanctions list that is binding for the EU, the EEA and/or Switzerland.

14. Confidentiality

14.1. The seller undertakes to treat as confidential all information and documents relating to a member of the Bell Food Group, its legal or authorized representatives, partners/shareholders, members of the Board of Directors/Supervisory Board, employees, customers, suppliers and/or other business partners and to use such information and documents exclusively for the performance of the obligations owed under this contract.

14.2. The following are exempt from the confidentiality obligation

a) information and documents which are publicly known at the time of signing this contract or which become publicly known after signing without breach of the confidentiality

obligation and

b) information and documents which the seller is obliged to make available to a court or authority on the basis of a mandatory statutory order or a court judgment or administrative decision enforceable against it; in such a case, however, the seller undertakes to limit the transmission of information and documents to the minimum permissible extent and to anonymize and redact information.

15. Intellectual property

15.1. If the buyer provides the seller with information, documents or objects containing intellectual property, in particular know-how, recipes, graphics, slogans, claims and/or industrial property rights, the buyer or its affiliated company reserves all rights thereto.

15.2. The seller hereby grants the buyer an irrevocable, non-exclusive, unlimited and royalty-free right to use all documents, sketches, plans, manuals, files and other information which the seller creates in connection with the performance of the obligation owed by the seller under the contract in order to enable the buyer to install, operate, maintain, repair, integrate, expand or otherwise use the goods delivered by the seller.

15.3. The seller declares that the goods and/or services supplied by it are free from third-party rights and that the purchase, processing, manufacture, packaging, advertising, resale to the buyer and the purchase, processing, manufacture, packaging, advertising, resale by the buyer do not infringe any third-party rights.

15.4. If a third party asserts claims against the buyer based on copyright or other rights protecting the intellectual property of a person, and if these rights are within the seller's sphere of responsibility and/or risk, the seller undertakes to settle such claims at its own expense and risk. Any damages, costs, expenses and other disadvantages incurred by the buyer as a result of such a claim shall be reimbursed by the seller.

16. Foreign trade law

16.1. Upon request, the seller is obliged to state the country of origin of the goods and to provide the certificates of origin required for export. He shall be liable for the accuracy of his information. If the buyer does not receive the required export license, the buyer is entitled to withdraw from the order.

16.2. In this case, the seller shall reimburse the buyer for any costs and damages incurred by the buyer as a result, insofar as the seller is responsible for the non-issuance of the export license.

17. Termination of continuing obligations

17.1. If a specific contract is a continuing obligation entered into for an indefinite period and no notice period has been agreed, the parties are entitled to terminate such a contract at the end of a calendar month subject to a notice period of three months.

17.2. If the buyer has paid for future periods, the periods must be accrued in the event of termination and any remuneration for future periods must be reimbursed by the seller.

18. Final provisions

18.1. The law of the country in which the buyer has its registered office under commercial law shall apply. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

18.2. The place of jurisdiction shall be the place where the buyer has its registered office under commercial law.

³ Available at www.bellfoodgroup.com/partner

⁴ Available at <https://www.bellfoodgroup.com/lieferanten/>