

General Terms and Conditions of Purchase

1. Application

These conditions are applied under exclusion of the general terms and conditions of trade of our contractors and with reservations of divergent agreements for all current and future deliveries and services to us.

2. Orderings

Only orderings in written form are binding upon us. We need to be informed in written form if the deliverer accepts a different receipt of our order.

3. Costs, Conditions of Payment, Clearing

Costs that were agreed upon are to be considered as fixed price. Accounts have to be stated using the currency we indicate in our ordering. If no alternative agreements have been made, we regularise accounts within 14 days 3% cash discount / 30 days net after the receipt of the delivery. The invoiced address must indicate the respective factory supplied:

- Hilcona AG, Bendererstrasse 21, 9494 Schaan, Fürstentum Liechtenstein
- Hilcona Gourmet SA, Chemin des Taborneires 10, 1350 Orbe, Schweiz
- Hilcona Taste Factory, Riedlöserstrasse 7, 7302 Landquart, Schweiz
- HFC GmbH, Graf-Zeppelin-Straße 16-20, 33181 Bad Wünnenberg, Deutschland

The Purchase order number (OP) has to be indicated on the invoice implicitly.

All invoices are to be sent to the following e-mail address: buchhaltung@hilcona.com

We are entitled to offsetting accounts receivable of the contractor against our amounts owed to the contractor.

4. Delivery, Delivery Date and Delayed Delivery

The delivery date as mentioned on the ordering is binding. The delivery date corresponds to the day on which the goods reach us. If the contractor is not able to meet the binding delivery date, he is bound to inform us about it in written form and to announce an alternative day of delivery.

5. Transfer of Perils

The transfer of perils goes according to the arranged delivery conditions. As far as no agreements have been made, the peril is transferred to us on the delivery of the goods at the receiving point agreed upon.

6. Specification, Quality, Notice of Defects, Guarantee and Liability

The contractor is obliged to provide specifications within 5 working days. The contractor guarantees that the deliveries and services correspond to the legal and contractual demands on quality, meet the specifications and regular industry standards agreed and do not demonstrate any defects. If the actual quality of the goods deviates from what has been agreed, this is considered to be a defective delivery. Any deficiency, especially deviations in terms of quality or quantity, which are obvious to Hilcona will immediately be reprimanded. In the event of a defective delivery or service as well as for other breaches of contract, we reserve the following rights: For any damage resulting from a defective delivery, the supplier is liable to Hilcona, even if they were not responsible for the defects in the goods delivered. The contractor's responsibility for defects is not affected by Hilcona accepting the delivery and services or by approval of submitted examples or tests. Based on product liability law, the contractor exempts us from charges for which the producer is accountable. In the event of successive delivery contracts, we may withdraw from the order as a whole if at least two deliveries have been entirely or partially deemed to have been executed defectively. The supplier is obliged to carry out and document any tests that are required for maintaining the agreed quality of goods. This includes the checking of incoming goods at the supplier premises. Provided these conform to the usually industry standards, the supplier must also carry out random checks.

7. Environmental Protection, Industrial Safety, Accident Prevention and Safety

The contractor is obligated to guarantee all pertinent legislative provisions and policies concerning environmental protection, industrial safety, accident prevention, and safety of transport and facility. We are entitled to cancelling the contract without notice and to demand compensation where appropriate if the contractor infringes the above-mentioned regulations despite previous warning. In the event of significant contraventions, a previous warning is superfluous. The contractor accepts an appropriate assessment carried out by us (using questionnaires or audit where appropriate)

8. Alterations of Products or Proceedings, Certification

Contractors with whom we have constant business connections are obligated to inform us in due time if they intend to alter the specifications concerning the products ordered by us. The supplier's production sites are certified according to a food safety standard which is accepted by GFSI. An IFS is preferred. The currently valid certificates are kept up-to-date in the supplier portal (VEMAP). If the certificate is revoked, Hilcona has to be informed immediately. If the supplier acts as a trader, he is certified in accordance with the IFS Broker/ BRC Global Standard for agents and brokers and provides information about the production site of the traded goods.

9. Documents of Execution

The contractor must neither use recipes, which we left to him in order to produce the delivery item, for purposes beyond the contract, nor copy the recipes, nor pass them on to third parties. If asked to, the contractor has to return the documents that were given to him immediately. Forms, tools, lithographs and so forth that are cleared at our charge pass over into our possession as soon as they have been paid for. The contractor detains and insures the goods free of charge. Also, these goods have to be handed over if this is asked for.

10. Trade Mark Rights

The contractor ascertains that, in connection with an appropriate usage of the ordered goods, no trade mark rights of third parties at home or abroad are infringed. If third parties make demands against Hilcona nonetheless, the contractor bears all costs (court fees and lawyer's fees) that are incurred thereby.

11. Applicable Law – Place of Jurisdiction

Swiss law, under exclusion of the UN Convention on Contracts for the International Sale of Goods, is applied to the contracts for Hilcona AG, Hilcona Gourmet SA and Hilcona Taste Factory. Place of jurisdiction is Zurich.

German law, under exclusion of the UN Convention on Contracts for the International Sale of Goods, is applied to the contracts for HFC GmbH. Place of jurisdiction is Paderborn.

12. Severability Clause

If any of the abovementioned clauses are changed or erased, the other clauses remain effective.

Company: _____ **Date, Signature:** _____