General Terms and Conditions of Purchase of Bisquiva GmbH & Co. KG

§ 1 General – Scope of Applicability

(1) Our terms and conditions of purchase shall apply exclusively. Conflicting, supplementary or deviating terms and conditions of the Supplier shall only become part of the contract insofar as we have expressly agreed to their validity in writing. Our terms and conditions of purchase shall also apply if we accept the Supplier's delivery without reservation in the knowledge of conflicting or deviating terms and conditions. If the Supplier does not agree with the aforementioned provision, he must immediately point this out expressly in a separate letter. In this case, we reserve the right to withdraw the order without any claims of any kind being asserted against us.

(2) Individual agreements made in individual cases, including any amendments, which are made between us and the Supplier for the purpose of executing this contract, shall in each case take precedence over these General Terms and Conditions of Purchase. A written contract or our written confirmation shall be decisive for the content of such agreements. Trade clauses shall be interpreted in case of doubt according to the Incoterms® published by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract.

(3) Legally relevant declarations and notices to be submitted to us by the Supplier after conclusion of the contract (e.g., setting of deadlines, reminders, declarations of withdrawal) must be made in text form to be effective.

(4) Our terms and conditions of purchase shall only apply to entrepreneurs within the meaning of § 14 BGB (German Civil Code), as well as to legal entities under public law or special funds under public law. The General Terms and Conditions of Purchase shall also apply in their respective version as a framework agreement for all future contracts with the same Supplier, without us having to refer to them again in each individual case; the General Terms and Conditions of Purchase are

available in their current version at http://www.bisquiva.com/downloads/BQ_AEB.pdf.

(5) References to the applicability of statutory provisions are for clarification purposes only. Therefore, the statutory provisions shall also apply without such clarification, unless they are directly amended or expressly excluded in these General Terms and Conditions of Purchase.

§ 2 Offer – Offer Documents

(1) Our order shall only become binding upon written submission or confirmation at the earliest. The Supplier must inform us of obvious errors (e.g., typing and calculation errors) and incompleteness of the order, including the order documents, for the purpose of correction or completion before acceptance; otherwise, the contract shall be deemed not concluded.

(2) The Supplier is obligated to confirm our order in writing within a period of 10 working days. A late acceptance shall be deemed a new offer and requires acceptance by us.

(3) In the case of printed matter, it is absolutely necessary that a proof copy is submitted and approved by the client. If changes are necessary, the corrected proof must be resubmitted and approved.

(4) We shall be entitled to terminate the contract at any time by written declaration stating the reason if we can no longer use the ordered products in our business operations due to circumstances that have arisen after conclusion of the contract. In this case, we shall compensate the Supplier for the partial performance rendered by him.

§ 3 Prices – Terms of Payment

(1) The price stated in the order is binding and, unless otherwise agreed in writing, includes delivery "free domicile", including any necessary packaging. The Supplier is obligated to take back his disposable packaging on request at his own expense.

(2) All prices are exclusive of statutory value-added tax, unless it is shown separately. Unless otherwise agreed in individual cases, the price includes all services and ancillary services of the Supplier as well as all ancillary costs.

(3) In order to avoid payment delays, we point out that every invoice of the Supplier must fulfill the mandatory requirements of § 14 para. 4 and § 14a of the German Value Added Tax Act (Umsatzsteuergesetz), such as the separate disclosure of the statutory value-added tax. Otherwise, payment or deduction of input tax from the invoice amount is not possible. In these cases, we shall not be in default of payment.

(4) Invoices must be sent separately. We can only process these if they - in accordance with the specifications in our order - state the order number indicated there; the Supplier shall be responsible for all consequences resulting from non-compliance with this obligation, such as payment delays, unless he proves that he is not responsible for this.

(5) The agreed price is due within 60 calendar days of complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice. If we make payment within 14 calendar days, the seller grants us a 3% discount on the net amount of the invoice.

(6) We do not owe any interest on due dates. The default interest shall be 5 percentage points above the base rate per annum. The statutory provisions shall apply to the occurrence of our default, whereby deviating from this, a written reminder by the Supplier is required in each case.

(7) We are entitled to rights of set-off and retention as well as the defense of non-performance of contract to the extent permitted by law. In particular, we shall be entitled to withhold due payments as long as we are still entitled to claims against the Supplier arising from incomplete or defective performance.

(8) The Supplier shall only have a right of set-off and retention for counterclaims that have been legally established or are undisputed.

(9) At the end of the calendar year, the Supplier shall prepare a final invoice for the services rendered in the calendar year concerned, but not yet invoiced, and shall at the same time point out those services that can only be invoiced in the following year. All claims for remuneration shall be excluded if services rendered have not been invoiced by the end of the calendar year following these services. This shall apply irrespective of whether reference was made to services still to be invoiced in the relevant final invoice or not.

§ 4 Delivery Time

(1) The delivery time stated in the order is binding. If the delivery time is not stated in the order and has not been otherwise agreed, it shall be four weeks from the conclusion of the contract.

(2) The delivery time shall be deemed to have been met if the delivery item has arrived at the receiving point specified by us by the time it expires or if we have been notified of readiness for shipment by the time it expires, provided that shipment is omitted at our request.

(3) The Supplier is obligated to inform us immediately in writing if circumstances arise or become apparent from which it is evident that the specified delivery time cannot be met.

(4) Partial deliveries may only be made by the Supplier if we have expressly agreed to them in writing prior to delivery.

(5) If the Supplier fails to perform or fails to perform within the agreed delivery period or is in default, our rights shall be determined in accordance with the statutory provisions. In particular, we shall be entitled to claim damages in lieu of performance and rescission after unsuccessful expiry of a reasonable period. If the Supplier is in default, we may, in addition to further statutory claims, demand lump-sum compensation for our default damage in the amount of 1% of the net price per completed calendar week, but not more than 5% of the net price of the goods delivered late. We reserve the right to prove that we have incurred a higher loss. The Supplier shall also have the right to prove that we have not incurred any loss at all or only a significantly lesser loss.

§ 5 Delivery Terms

(1) Unless otherwise agreed in writing, delivery shall be made free domicile to the receiving point specified by us. The respective place of destination is also the place of performance (duty to deliver).

(2) The risk of accidental loss and accidental deterioration of the item shall pass to us upon arrival and handover of the delivery at the specified receiving point. Insofar as acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work

and services shall apply accordingly in the event of acceptance. Handover or acceptance shall be deemed equivalent if we are in default of acceptance.

(3) The statutory provisions shall apply to the occurrence of our default of acceptance. However, the Supplier must also expressly offer us his performance if a fixed or determinable calendar period has been agreed for an act or cooperation on our part (e.g., provision of material). If we are in default of acceptance, the Supplier may demand compensation for his additional expenses in accordance with the statutory provisions. If the contract concerns a non-fungible item to be manufactured by the Supplier (custom-made product), the Supplier shall only be entitled to further rights if we have undertaken to cooperate and are responsible for the failure to cooperate.

(4) We ourselves take out transport insurance for the goods ordered by us.

(5) Delivery notes stating our order number, the department designation, the number of pieces, the exact description of the items and the individual weights or dimensions must be enclosed with each delivery. If the delivery note is missing or incomplete, we shall not be responsible for any resulting delays in processing and payment. In the case of raw materials and primary packaging materials, each container must be marked with a batch identification. This must be reflected in the delivery notes. On the day of dispatch, the Supplier shall send us a dispatch note. The order number must be stated on all shipping documents and on the invoice.

(6) The Supplier shall not be entitled to have the performance owed by him rendered by third parties (e.g., subcontractors) without our prior written consent.

§ 6 Inspection of Defects – Liability for Defects

(1) The statutory provisions shall apply to our rights in the event of material defects and defects of title of the goods (including incorrect and short delivery) and other breaches of duty by the seller, unless otherwise provided below.

(2) In accordance with the statutory provisions, the seller shall be liable in particular for ensuring that the goods have the agreed quality at the time the risk passes to us. In any case, those product descriptions which - in particular by designation or reference in our order - are the subject matter of the respective contract or which have been incorporated into the contract in the same way as these General Terms and Conditions of Purchase shall be deemed to be an agreement on the quality.

It shall make no difference whether the product description originates from us, from the seller or from the manufacturer.

(3) Notwithstanding Section 442 (1) sentence 2 BGB, we shall also be entitled to claims for defects without restriction even if we were unaware of the defect at the time of conclusion of the contract due to gross negligence.

(4) The statutory provisions (Sections 377, 381 HGB (German Commercial Code)) shall apply to the commercial obligation to inspect and give notice of defects with the following proviso: Our obligation to inspect shall be limited to defects which become apparent during our incoming goods inspection upon external examination, including the delivery papers, as well as during our quality control by random sampling (e.g. transport damage, incorrect and short delivery). If acceptance has been agreed, there shall be no obligation to inspect. In other respects, it shall depend on the extent to which an inspection is feasible in accordance with proper business practice, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later shall remain unaffected. In all cases, our notice of defect (notification of defect) shall be deemed to have been given immediately and in good time if it is received by the seller within 5 working days.

(5) We shall be entitled to the statutory claims for defects without restriction; in any case, we shall be entitled to demand from the Supplier, at our discretion, rectification of defects free of charge or delivery of a new item. The right to claim damages, in particular the right to claim damages in lieu of performance, remains expressly reserved.

(6) The costs incurred by the seller for the purpose of inspection and rectification (including any dismantling and installation costs) shall be borne by the seller even if it turns out that there was actually no defect. Our liability for damages in the event of an unjustified request for rectification of defects shall remain unaffected; in this respect, however, we shall only be liable if we knew or grossly negligently failed to know that there was no defect.

(7) If the seller fails to comply with his obligation to rectify the defect within a reasonable period set by us, we may rectify the defect ourselves and demand reimbursement from the seller of the expenses required for this or an appropriate advance payment. If subsequent performance by the seller has failed or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline need be

set; we shall inform the seller of such circumstances without delay, if possible in advance.

§ 7 Product Liability – Indemnification – Liability Insurance Cover

(1) The Supplier shall be liable for ensuring that the delivered goods comply with the agreed product specifications as well as the current statutory provisions of the respective country in which the agreed receiving point is located, or, in the absence of such, at least with the customary quality standards, and that they are free from defects or faults within the meaning of the Product Liability Act.

(2) If the Supplier is responsible for product damage, he shall be obligated to indemnify us against claims for damages by third parties upon first request, insofar as the cause lies within his sphere of control and organization and he is himself liable externally. In the case of raw materials and primary packaging materials, the Supplier guarantees the complete traceability of the respective products at all times.

(3) Within the scope of his liability for cases of damage within the meaning of paragraph 1, the Supplier shall also be obligated to reimburse any expenses pursuant to Sections 683, 670 BGB (German Civil Code) as well as pursuant to Sections 830, 840, 426 BGB (German Civil Code) which arise from or in connection with claims by third parties, including recall campaigns carried out by us. We shall inform the Supplier of the content and scope of the recall measures to be carried out - as far as possible and reasonable - and give him the opportunity to comment. Other statutory claims shall remain unaffected.

(4) When delivering goods of which the Supplier is aware that they will come into contact with our products, the Supplier shall guarantee that the goods comply with the relevant and currently valid food law regulations and that they do not impair the quality of our products, insofar as impairment can be avoided according to the current state of the art.

(5) Insofar as applicable, the entire delivery must comply with the Product Safety Act and the corresponding ordinances and technical regulations. In the absence of harmonized standards, the corresponding national standard specifications, e.g. accident prevention regulations (UVV), VDE regulations, etc., as well as the respectively applicable European legal norms (CE, GS, etc.) must be complied with in order to fulfill the essential safety and health requirements.

(6) Insofar as these terms and conditions of purchase relate to products that are subject to the definitions of the German Food and Feed Code (LFGB), the Supplier must guarantee that every delivered product complies with all applicable statutory provisions, in particular Sections 30 et seq. LFGB, and must prove this to us by means of suitable documents.

(7) We shall be entitled to enter the Supplier's plant within the framework of assessments to be carried out of the quality assurance system during normal business and office hours after prior notification.

(8) The Supplier undertakes to maintain adequate product liability insurance with a coverage amount of at least €10 million per personal injury/property damage - lump sum - and will prove this to us upon request. If we are entitled to further claims for damages, these shall remain unaffected.

§ 8 Compliance, Minimum Wage Act (MiLoG) and Sustainability

(1) The Supplier is fully familiar with the Corporate Compliance regulations of the Bahlsen Group, to which Bisquiva belongs, in particular the Bahlsen Code of Conduct in its current version, and will comply with the regulations contained therein in full. The Bahlsen Code of Conduct can be downloaded in its current version at https://www.thebahlsenfamily.com/de/download/ and will be sent on request.

(2) Bisquiva, as part of the Bahlsen Group (hereinafter referred to as "Bahlsen"), points out to the Supplier that it is subject to the requirements of the German Supply Chain Due Diligence Act (Lieferkettensorgfaltspflichtengesetz - LkSG) as an obligated company. According to this, Bahlsen must make every effort to ensure compliance with human rights and environmental due diligence obligations within its own company and also by Bahlsen suppliers within the meaning of the LkSG. The Supplier has taken note of Bahlsen's declaration of principles pursuant to Section 6 LkSG (available at https://www.thebahlsenfamily.com/de/download/) and agrees to the principles contained therein. Bahlsen is obligated to carry out a risk analysis with regard to the requirements of the LkSG within the framework of the supplier relationship. The Supplier undertakes to provide Bahlsen with all necessary information and documents to carry out this risk analysis. If an increased risk is identified for the Supplier during the risk assessment by Bahlsen, the Supplier undertakes to

comply with the provisions of the Bahlsen Supplier Code (available at https://www.thebahlsenfamily.com/de/download/).

(3) If the Supplier also provides services for us, he is obligated to comply with the provisions of the Act on the Regulation of a General Minimum Wage (Mindestlohngesetz - "MiLoG"), in particular the obligation to pay the minimum wage. In the event that the Supplier commissions a subcontractor with our consent, the Supplier will also obligate the latter to comply with the provisions of the MiLoG. Furthermore, the Supplier shall indemnify us against claims of third parties arising from a breach by the Supplier, or subcontractors commissioned by him, of the provisions of the MiLoG.

(4) Bahlsen understands sustainability as a continuous learning and transformation process for the entire company. For Bisquiva, sustainability does not mean a final result, but describes a path that responsible companies must follow. The Supplier undertakes to pay attention to sustainability through appropriate measures.

(5) Within the framework of the energy management system, we have committed ourselves to continuously improving energy performance. When procuring energy services, products and equipment, the evaluation for selection is therefore partly based on the energy-related performance.

(6) Upon request by Bisquiva, the Supplier must provide evidence of implementation of the compliance and/or sustainability requirements as well as the requirements for compliance with the MiLoG. If the Supplier violates the aforementioned requirements and does not remedy the violation within a reasonable period set by Bisquiva, Bisquiva shall have the right to withdraw from the contract as a whole.

§ 9 Quality and Hygiene Assurance

Our quality specifications and our hygiene guidelines are essential components of these terms and conditions of purchase. They must be strictly observed by the Supplier, his employees and/or agents. Every Supplier and/or his employees or agents must confirm their acknowledgment of the applicable requirements and hygiene guidelines by signing a declaration before entering the premises upon request. All hygiene information sheets can also be requested from us in advance.

§ 10 Intellectual Property Rights

(1) The Supplier acknowledges that all rights to all work results (including research and development work) as well as all patent rights and utility model rights, design rights, copyrights, trademark rights, database rights, rights to know-how and any other industrial property rights (hereinafter referred to as "intellectual property rights") which exist in the work results, arise from their use and/or are embodied in them, including all conceivable legal positions relating to ideas, drafts and designs, shall pass to us in full and without restriction at the time they come into existence. The Supplier hereby assigns all rights to the work results and all intellectual property rights to us. We hereby accept this assignment.

(2) In the event that the transfer of rights provided for in subsection (1) cannot be effectively brought about under mandatory applicable law, in particular with regard to copyright, the Supplier hereby grants us a comprehensive, exclusive, spatially and temporally unlimited right of use to the work results or intellectual property rights, which is unrestricted for all types of use. Insofar as this is possible under applicable law, the Supplier hereby waives, irrevocably and unconditionally, all moral rights to existing or future work results, including the right to be named and the right to object to distortions.

(3) The transfer or granting of rights shall include in particular the right to exploit the created work results for our own or third-party purposes in any way worldwide and for an unlimited period, including exploitation in and on products, whether our own or those for third parties, in all types of use. It shall also include the right to reproduce and/or publish the work results. The rights also include the right of adaptation, i.e. the right to further process the work results or to have them further processed by third parties.

(4) The Supplier undertakes to provide all documents immediately upon request and to provide all assistance which we deem necessary in order to obtain the rights to the work results and the other intellectual property rights existing in or arising from them and/or to file such intellectual property rights for registration.

(5) The aforementioned transfers of rights and grants of rights of use are fully compensated by the agreed remuneration of the Supplier.

(6) The Supplier warrants that the granting and transfer of rights does not conflict with any existing obligation on his part. He guarantees that his freelance and salaried employees or other third parties commissioned by him, whether in their

own name or in the name of third parties, have assigned or will assign to him or us or have granted or will grant to him or directly to us the necessary rights of use in accordance with the above provisions, to the extent that these rights are to be assigned or granted by the Supplier to us. This includes, for example, the waiver of the right to be named as author or the exercise of his moral rights, as well as the unrestricted use of inventions created by his employees which are capable of being patented and/or registered as utility models. Upon request, the Supplier shall be obligated to surrender the corresponding agreements.

(7) The Supplier guarantees that the use of the services provided by him and/or on his behalf does not infringe any third-party rights or depend on third-party rights. The Supplier shall indemnify us upon first request against any claims of third parties asserted against us due to the contractual use of the services rendered by the Supplier, and shall compensate us for any damage incurred by us due to the assertion of claims by third parties, including any court and attorney fees incurred for legal defense. In all other respects, the statutory provisions shall apply.

§ 11 Retention of Title – Provision – Tools – Confidentiality

(1) If we provide parts to the Supplier, we reserve title to these. Processing or transformation by the Supplier shall be carried out for us. If our reserved goods are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our item (purchase price plus VAT) to the other processed items at the time of processing.

(2) If the item provided by us is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the reserved item (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the Supplier's item is to be regarded as the main item, it shall be deemed agreed that the Supplier assigns pro rata co-ownership to us; the Supplier shall keep the sole ownership or co-ownership for us.

(3) The transfer of ownership of the goods to us must take place unconditionally and without regard to the payment of the price. However, if in individual cases we accept an offer of transfer by the Supplier which is subject to payment of the purchase price, the Supplier's retention of title shall lapse at the latest upon

payment of the purchase price for the delivered goods. In the ordinary course of business, we shall also be authorized to resell the goods before payment of the purchase price, subject to assignment in advance of the claim arising therefrom (alternatively, application of the simple retention of title extended to the resale). This excludes all other forms of retention of title, in particular the extended, the further and the processing retention of title.

(4) We retain title to tools or technical documents provided by us; the Supplier is obligated to use these exclusively for the manufacture of the goods ordered by us. Upon request, he shall be obligated to return these items to us in proper condition if they are no longer required by him for the fulfillment of the contracts concluded with us. The costs of maintenance and repair of these items shall be borne by the contracting parties - in the absence of any other agreement - in equal shares. However, insofar as these costs are due to defects in such items manufactured by the Supplier or to improper use by the Supplier, his employees or other vicarious agents, they shall be borne solely by the Supplier. The Supplier is further obligated to carefully store the tools and documents belonging to us and to insure them against fire, water and theft damage at his own expense at replacement value. At the same time, the Supplier hereby assigns to us all claims for compensation arising from this insurance; we hereby accept the assignment. He shall notify us immediately of any incidents of interference; if he culpably fails to do so, claims for damages shall remain unaffected.

(5) We reserve the rights of ownership and copyright to illustrations, drawings, calculations, recipes and other documents. Such documents are to be used exclusively for the contractual service. The Supplier is obligated to keep all illustrations, drawings, calculations, recipes and other documents and information received (including trade secrets) strictly confidential. Confidential information is information that is marked as confidential or whose confidentiality arises from the circumstances, regardless of whether it is communicated in written, electronic, tangible or oral form. He will return them to us immediately upon request after completion of inquiries or processing of orders. They may only be disclosed to third parties with our express consent. Information which is not confidential information in the aforementioned sense is information which a) was obviously known or known to the Supplier upon transmission or subsequently became so; b) was made available to the Supplier by third parties without breach of law; or c) the Supplier has developed himself without using confidential

information. The obligation of confidentiality shall also continue to apply after completion of this contract. It shall only cease to apply if and to the extent that the manufacturing know-how contained in the provided documents has demonstrably become generally known.

(6) The Supplier is prohibited from obtaining confidential information by way of reverse engineering. "Reverse engineering" means all actions, including observation, testing, examination and disassembly and, if applicable, reassembly, with the aim of obtaining confidential information.

(7) If the security rights to which we are entitled pursuant to subsections (1) and/or (2) exceed the purchase price of all our reserved goods not yet paid by more than 10%, we shall be obligated to release the security rights accordingly upon request by the Supplier.

(8) The Supplier is not entitled to assign his claims arising from the contractual relationship to third parties. This shall not apply to monetary claims.

(9) The confidentiality obligations pursuant to Section 11 shall not apply if the Supplier is legally obligated or obligated by virtue of a final and binding decision of an authority or court to disclose the confidential information. In this case, the Supplier shall inform Bisquiva immediately about the obligation to disclose. Furthermore, when disclosing the information, the Supplier shall indicate that it is trade secrets, if this is the case, and shall endeavor to ensure that the provisions of Sections 16 et seq. of the German Trade Secrets Act (Geschäftsgeheimnisgesetz - GeschGehG) are applied.

§ 12 Statute of Limitations

(1) The mutual claims of the contracting parties shall become statute-barred in accordance with the statutory provisions, unless otherwise provided below.

(2) Notwithstanding Section 438 (1) no. 3 BGB, the general limitation period for claims for defects shall be 3 years from the transfer of risk. If acceptance has been agreed, the limitation period shall commence upon acceptance. The 3-year limitation period shall apply accordingly to claims arising from defects of title, whereby the statutory limitation period for third-party claims for surrender of property (Section 438 (1) no. 1 BGB) shall remain unaffected; claims arising from defects of title shall in no case become statute-barred as long as the third party

can still assert the right against us - in particular because it has not yet become statute-barred.

(3) The limitation periods of the law governing sales contracts, including the aforementioned extension, shall apply - to the extent permitted by law - to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (Sections 195, 199 BGB) shall apply, unless the application of the limitation periods of the law governing sales contracts leads to a longer limitation period in the individual case.

(4) The limitation period for warranty claims shall be suspended upon receipt by the Supplier of our notification of defect in text form and request to commence discussions (in writing or verbally) until the time of the final and unequivocal handling of these discussions by the Supplier. In the case of replacement delivery and rectification of defects, the warranty period for replaced and repaired parts shall recommence, unless we had to assume, based on the Supplier's conduct, that the Supplier did not consider himself obligated to carry out the measure, but rather carried out the replacement delivery or rectification of defects only for reasons of goodwill or similar reasons.

§ 13 Place of Jurisdiction – Place of Performance – Applicable Law

(1) The place of jurisdiction for both contracting parties shall be our registered office in Hanover, insofar as our contractual partner is a merchant; however, we shall also be entitled to bring an action at the place of performance of the delivery obligation or at the general place of jurisdiction of the Supplier.

(2) The place of performance for deliveries shall be the agreed receiving point.

(3) Should one or more provisions of these terms and conditions be or become invalid, the validity of the remaining provisions shall not be affected thereby. An invalid provision of these terms and conditions shall be replaced by the valid provision which comes closest to the invalid provision in its economic effect.

(4) The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods. The requirements and effects of the retention of title shall be governed by the law at the respective place of storage of the item, insofar as the choice of law made in favor of German law is inadmissible or ineffective thereunder.