

GENERAL TERMS AND CONDITIONS OF PURCHASE

for Concept Fresh Vertriebs GmbH, FN 136796x (in short "CONCEPT FRESH")

1. General:

- a) These General Terms and Conditions of Purchase shall apply to all contractual relationships between the commercial supplier and CONCEPT FRESH, that relate to the delivery of products and/or the provision of services (hereinafter referred to as "contractual services").
- b) These contractual relationships and the provision of contractual services shall be governed by Austrian law, excluding the referral standards of international private law and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). These Terms and Conditions of Purchase shall apply exclusively. Any terms and conditions of the supplier that contradict or deviate from these Terms and Conditions of Purchase are not recognised unless CONCEPT FRESH expressly agrees to their validity in writing or in text form. These Terms and Conditions of Purchase shall also apply if CONCEPT FRESH accepts the supplier's delivery without reservation in the knowledge that the supplier's terms and conditions contradict or deviate from these Terms and Conditions of Purchase.
- c) Individual contractual agreements shall take precedence as long as they are documented in writing. Furthermore, these General Terms and Conditions of Purchase shall apply to all future business transactions with the supplier, even if they are not expressly referred to again in individual cases.

2. Order and confidentiality

- a) CONCEPT FRESH shall reserve all rights of ownership and any copyrights to the illustrations, calculations and other documents (the "order documents"), on which the orders are based. The supplier is obliged to use the order documents only for the purpose of checking and processing the order in accordance with the contract.
- b) In this context, the supplier shall also be obliged to maintain strict secrecy regarding all confidential information received from CONCEPT FRESH; the supplier must impose the same obligation on its subcontractors and vicarious agents. "Confidential information" refers to all information, facts, documents, data and/or knowledge not generally accessible at the time of its transmission, in particular technical and/or economic information, documents, specifications, drawings, samples, prototypes, test results and/or other know-how. Confidential information includes, in particular, also order documents and the prices and any other conditions agreed between the parties. Confidential information may only be disclosed to third parties with the express consent of CONCEPT FRESH (in writing or text form). The obligation to keep confidential information secret ends only when and to the extent that the know-how contained in the confidential information has become generally known.
- c) After the order has been processed, the order documents must be returned to CONCEPT FRESH unsolicited, unless the return was waived in writing or in text form. The same applies if an order is not accepted by the supplier or cancelled by CONCEPT FRESH.

3. Conclusion of contract

- a) Subject to the last sentence of this Point a), the order placed by CONCEPT FRESH is the offer in the legal sense, which requires an order confirmation by the supplier in order to conclude the contract. Orders must be accepted within five days by means of order confirmations in writing or text form. If order

confirmations are received later, the contract will be concluded if CONCEPT FRESH does not object within a period of ten working days. Notwithstanding the above, an order is deemed to be accepted in the legal sense if the order is preceded by a binding offer from the supplier; an order confirmation from the supplier is not required in such cases.

- b) CONCEPT FRESH shall reserve the right to make changes that do not materially alter the ordered or contractually agreed upon deliveries and services, even after the contract has been concluded, insofar as they are reasonable for the supplier. This shall also apply to reasonable changes in the design of the products; in this case, the consequences, especially with regard to additional or reduced costs and delivery dates, must be settled appropriately by mutual agreement.

4. Prices, shipping, packaging

- a) The net prices stated in the order or contractually agreed net prices are fixed prices including all ancillary costs (in particular for shipping as well as for certificates of the origin or quality of the contractual services) plus statutory VAT.
- b) The supplier shall render the contractual services on a DDP basis (Incoterms 2010) up to the delivery address or the specified delivery location specified by CONCEPT FRESH in the respective individual contract, or in the absence of such designation, at the registered office of CONCEPT FRESH or, in the case of an order from an affiliated company or branch office, at the respective registered office. CONCEPT FRESH shall only accept the quantities or numbers of items actually ordered. Excess, short or partial deliveries are only permitted upon prior agreement. Dispatch notes, consignment notes, invoices and all correspondence must include the order number, order item, WIS, MC or commission number and - if available - article number of CONCEPT FRESH; in the event of non-compliance with this agreement, the supplier shall bear all resulting additional costs, as far as these are reasonable.
- c) The transport and packaging risk shall be borne by the supplier. The supplier is obliged to pack the contractual items in such a way that transport damage is avoided and all applicable packaging regulations (including material aspects) are observed. The supplier's obligation to take back the packaging is based on the statutory provisions.

5. Delivery time

- a) On-time delivery: The delivery time stated in the order is binding, whereby the receipt of the contractual services at the agreed place of delivery without defects is decisive for compliance with the delivery time. Insofar as the supplier is obliged to supply certificates of origin or quality in addition to the ordered goods, these must also be provided at the agreed place of delivery within the agreed delivery period as an essential part of the supplier's obligation to fulfil the contract. If documents or information are required for the fulfilment of the contract which CONCEPT FRESH has not provided to the supplier, the supplier can only invoke contributory negligence if the supplier has issued a reminder in writing or in text form for the documents and information and has not received them within a reasonable period of time.
- b) Late delivery: If the supplier recognises that an agreed deadline or agreed quality cannot be met for any reason whatsoever, it shall inform CONCEPT FRESH immediately in writing or in text form, stating the reasons and the expected duration of the delay. If the supplier exceeds the delivery date agreed upon ("delay") in the respective individual contract, CONCEPT FRESH shall be entitled to a lump-sum compensation in the amount of the total purchase value of the goods ordered from the supplier for the respective delivery date, unless the supplier is not responsible for the delay and/or the supplier can prove a minor or non-existent damage. The assertion of further damages beyond this amount (arrears damage) remains unaffected. In this case, the lump-sum compensation will be set

off against the additional damage caused by delay. Any further statutory claims for damages caused by delay (including the right to withdraw from the contract and claim damages) shall remain unaffected; this shall also apply in the event of unconditional acceptance or unconditional payment of the delayed delivery or service. The supplier shall indemnify CONCEPT FRESH from any contractual penalties or claims for damages by CONCEPT FRESH customers against CONCEPT FRESH, resulting from a delay by the supplier. The supplier shall compensate and indemnify CONCEPT FRESH for any price reductions by CONCEPT FRESH customers due to an excessively short best before date if this is due to a delay on the part of the supplier. CONCEPT FRESH has the right to refuse to accept a delivery from the supplier if the supplier is in arrears and CONCEPT FRESH customers refuse to accept the goods from CONCEPT FRESH due to, for example, a too short best before or promotion date.

c) Early delivery: If the supplier delivers the contract goods before the agreed delivery date, CONCEPT FRESH reserves the right to refuse acceptance or return the goods at the supplier's expense. If the goods are not returned or if acceptance is not refused in the case of early delivery, CONCEPT FRESH will store the contract goods at the supplier's expense and risk until the delivery date. In such cases, the payment period shall only begin on the agreed delivery date.

6. Invoices and associated regulations

a) The supplier's invoices shall be paid on the basis of the respective individual contractual arrangement. 5.c remains unaffected by this. Payments are due at the earliest after delivery and upon proper invoicing, unless otherwise expressly agreed in writing. For this purpose, invoices must be submitted to CONCEPT FRESH in full, with all associated documentation and data, in accordance with the respective legal regulations and in the proper form. In the event of improperly provided services, CONCEPT FRESH is entitled to withhold payment in proportion to the value until proper fulfilment.

b) In addition, CONCEPT FRESH is entitled to offset the supplier's claims against claims of companies affiliated with CONCEPT FRESH in proportion to their value. In the case of advance payments, the supplier is obligated, even without individual contractual agreement and upon CONCEPT FRESH's first request, to provide appropriate security in the amount of the advance payment to be made, such as, at CONCEPT FRESH's discretion, an unlimited, directly enforceable advance payment guarantee or a contract performance guarantee from a gilt-edged major bank.

c) The supplier shall only be entitled to offset against counterclaims from the same contractual relationship if such counterclaims are undisputed or have been legally established.

7. Ownership

a) The contractual services become the property of CONCEPT FRESH immediately upon delivery/transfer. The extended or prolonged retention of ownership by the supplier is excluded.

8. Quality assurance and obligations to give notice of defects

a) The supplier guarantees that all contractual services comply with the latest state of the art, the relevant global legal provisions, standards, regulations, rules and guidelines of authorities, as well as the European Union, professional associations and trade associations. Furthermore, the supplier guarantees that all environmental and safety regulations as well as the associated regulations in the following sections are observed.

b) The supplier guarantees that the contractual services are free of material defects and legal defects for a period of three (3) years from the date of handover. At the same time, it is

agreed that incoming goods inspection carried out by CONCEPT FRESH pursuant to § 377 of the Austrian Commercial Code (UGB) is limited to checking whether the contractual services are identical with the order, whether their number of units corresponds to the agreed quantity and whether there is no obvious, externally directly recognisable transport damage. If such defects exist, a complaint period of one (1) week shall apply; this period shall be deemed observed if the complaint is sent within this period. For all other obvious defects, the aforementioned period for notification of defects shall apply from the time of discovery of such defects. For hidden defects, the period of notification of defects shall be two (2) weeks from the time of discovery. Any further obligations to notify and inspect are expressly excluded.

c) The supplier agrees to provide CONCEPT FRESH with a written, meaningful quality certificate for the contractual services in written or text form upon first request.

9. Product changes

a) Any changes to the product, packaging, recipe, etc. intended by the supplier require the written consent of CONCEPT FRESH. No changes may be made to any of the conditions of the respective product specifications. b) The above regulations apply accordingly for changes in the sources of supply for input materials, components, raw materials, as well as to changes in the production site or significant changes in the supplier's manufacturing process.

10. Defects

a) For capital goods, the warranty period is 36 months from delivery to CONCEPT FRESH or, in deviation thereof, in supply chains (i.e. constellations in which the supplier's contractual services are resold unchanged or as part of CONCEPT FRESH products to CONCEPT FRESH customers) 36 months from delivery to the end customer, but no longer than 48 months after transfer of risk to CONCEPT FRESH. The warranty period for foodstuffs is three months, calculated from the best before date. The above provisions only apply unless expressly agreed otherwise in writing or unless a longer period is mandatory by law. The liability for consequential damages caused by defects remains unaffected by this. The statutory limitation periods shall apply to consequential damages.

b) For contractual services that could not be used and/or operated during the investigation of a defect and/or removal of defects, an ongoing warranty period shall be extended by the time of the interruption of operation. For repaired or subsequently delivered contractual objects, the warranty period shall begin anew upon completion of the repair (or, if approval has been agreed, upon approval), unless the supplier has rendered the service merely as a gesture of goodwill or for the amicable settlement of a dispute.

c) Defects reported during the warranty period, which also include non-compliance with warranted properties, must be remedied or delivered subsequently by the supplier upon request without delay and free of charge, including all incidental costs (hereinafter collectively referred to as "subsequent performance"), whereby the right to choose between repair or subsequent delivery lies with CONCEPT FRESH. In the event of failure of subsequent performance, CONCEPT FRESH is entitled to the legal rights, in particular withdrawal, reduction, reimbursement of expenses and compensation for damages in lieu of performance.

d) Within the scope of the liability for defects, the supplier must reimburse all expenses necessary for the purpose of rectifying the defect, insofar as the supplier is at fault. This includes in particular all expenses necessary for subsequent performance, in particular transport, travel, labour, and material costs, as well as costs or damages arising from the fact that the contractual service is processed with other products. The costs incurred in the course of subsequent performance thus also

include damages to other legal assets of CONCEPT FRESH or third parties, caused by the delivery of defective contractual items. Unless CONCEPT FRESH claims higher damages, the supplier shall be obligated under the warranty to reimburse material and labour costs as a net lump sum as follows: Labour costs 15 euros per quarter of an hour or part thereof and travel costs 0.50 euros per kilometre driven.

e) In the event of a defect, CONCEPT FRESH may demand a credit note from the supplier in the amount of the purchase price or the remuneration for the contractual service instead of subsequent performance. In urgent cases (i.e. in cases in which it is no longer possible to inform the supplier of the defect and the impending damage due to particular urgency and to set the supplier an, albeit a short, deadline to remedy it himself (in particular to ensure the ability to deliver to the end customer)), CONCEPT FRESH has the right to remedy the defect itself or have it remedied by a third party, without limiting the rights arising from the liability for defects. In such a case, CONCEPT FRESH is entitled to charge the supplier for its costs incurred in the course of this subsequent rectification, as far as they are reasonable.

f) The supplier shall be liable for the costs of a covering purchase by CONCEPT FRESH, including any additional consequential expenses incurred by CONCEPT FRESH, if these costs arise from a late delivery, non-delivery or a mere partial delivery by the supplier.

g) In addition, the supplier shall be obligated to compensate CONCEPT FRESH for all damages incurred by CONCEPT FRESH as a result of the defective performance of the contract.

11. Serial defects

In the event of serial defects, CONCEPT FRESH can demand the replacement of all contractual services of this series. "Series defects" are defects, in which materials, components, subsystems or systems included in the contractual services have an above-average frequency of defects based on one and the same cause of defect. An above-average frequency of defects is given in any case if the number of contractual services complained about exceeds two (2) % of the delivered batch. If the contractual services of the supplier are processed in another CONCEPT FRESH product, CONCEPT FRESH is also entitled to recall these products. The supplier must reimburse CONCEPT FRESH on first request for all damages and expenses culpably caused in connection with serial defects; any further legal claims remain unaffected.

12. Product liability

a) The supplier must indemnify CONCEPT FRESH from product and environmental liability claims of third parties at first request, insofar as these are based on contractual services provided by the supplier and the supplier itself could be held liable in the external relationship.

b) In this context, the supplier shall reimburse CONCEPT FRESH for any expenses incurred, in particular costs arising from or in connection with a recall action conducted by CONCEPT FRESH. CONCEPT FRESH has the right to a call back at the supplier's expense and at its own discretion, even without the supplier's consent. CONCEPT FRESH shall inform the supplier of the content and scope of the recall measures to be taken - as far as possible and reasonable - and give the supplier the opportunity to comment. In all cases of product or environmental liability claims by third parties, CONCEPT FRESH has the right to conclude settlements with third parties, which do not affect the supplier's obligation to pay compensation, as long as the settlements are economically necessary and reasonable.

c) The supplier undertakes to take out a business and extended product liability insurance including recall cost insurance as well as environmental liability insurance with an

insured sum of at least ten million euros (EUR 10,000,000.00) and to provide CONCEPT FRESH with a copy of the insurance policies and its associated insurance confirmations upon first request.

13. Property rights

a) The supplier guarantees that the contractual services do not violate any third-party property rights worldwide, in particular patents or utility models or design, trademark or copyright rights; this does not apply to deliveries based on CONCEPT FRESH specifications (in writing or text form). If the supplier becomes aware that the written, textual or verbal specifications of CONCEPT FRESH lead to an infringement of property rights, the supplier must inform CONCEPT FRESH of this immediately. The supplier shall indemnify CONCEPT FRESH and its customers from any third-party claims arising from any culpable violation of property rights through the contractual services upon first request and shall bear all costs and expenses incurred by CONCEPT FRESH and its customers in this context. The same applies in the case of an indirect patent infringement if necessary, elements of the patent claim are brought about by the contractual services.

b) In the event of an infringement of property rights in the sense of the above point, CONCEPT FRESH is immediately entitled, at CONCEPT FRESH's discretion and at the supplier's expense, to obtain a licence from the entitled party for the use of the respective subjects of the contract or to modify or have the respective contractual services modified so that they fall outside the scope of protection of the property right, or to withdraw from the contract.

c) Further legal claims (assertion of damages) remain unaffected.

d) If the supplier is the owner of property rights or a licensee of property rights, the supplier shall grant CONCEPT FRESH and its costumers a worldwide licence, unlimited in time, to use the contractual services for all types of use, in particular for use, sale, import and export. The licence fee is not included in the net prices.

14. General liability

Unless otherwise expressly stipulated in these General Terms and Conditions of Purchase, the supplier shall be liable for any form of culpable breach of duty to the extent provided by law. The supplier shall be liable for any fault of the third parties used by it in the performance of its services as for its own fault.

15. Traceability

a) The supplier shall take appropriate measures to ensure that if an error occurs in the contractual services, it can immediately determine which other contractual services could be affected. In the event of a defect, the supplier shall inform CONCEPT FRESH in such a way that CONCEPT FRESH is able to make its own determinations to the extent necessary.

16. Burden of proof

a) A change in the burden of proof to the disadvantage of the supplier is neither intended nor associated with the provisions on delays in performance laid down in these General Terms and Conditions of Purchase.

17. Safety and environment

a) The supplier assures to comply with substance prohibitions and restrictions as well as the associated information and take-back obligations in accordance with the individual contractual agreements with CONCEPT FRESH as well as all applicable international, European and national legal provisions, guidelines and ordinances, in their respective current version. The supplier shall provide CONCEPT FRESH with the declaration of its products in a format suitable for automated data

processing in accordance with CONCEPT FRESH's specifications immediately upon receipt of the information or upon request by CONCEPT FRESH.

18. Consequences of infringements

a) The supplier shall be liable for any culpable breach of this contract and shall indemnify CONCEPT FRESH on first request from all claims and compensate CONCEPT FRESH for all damages arising directly or indirectly from the breach of this contract.

19. Other regulations

a) Data protection law: As part of the implementation of this contract, both contracting parties are entitled to collect, process, use and pass on personal data of the other contracting party and its employees in compliance with the applicable data protection regulations (in particular data secrecy and the principle of economical use of data) insofar as this is necessary for the proper execution of the contract.

b) Foreign trade law: The supplier guarantees that there are no impediments to the fulfilment of the contract due to national or international regulations, in particular export control regulations as well as embargoes or other sanctions.

c) Social responsibility: The supplier acknowledges its social responsibility and also takes into account the social and ecological level as part of sustainable corporate management. As part of his corporate responsibility, the supplier undertakes in particular to ensure that human rights are respected in the manufacture of products or the provision of services, that labour standards are observed and that discrimination, forced labour and child labour are not tolerated. The supplier confirms that it will not tolerate any form of corruption or bribery or engage in any form of corruption or bribery. The supplier undertakes not to procure raw materials from regions or countries in which serious ethical and/or environmental concerns are rightfully raised, or to use these in products. Upon request, the supplier shall provide CONCEPT FRESH with the necessary information in writing at least once a year about the measures taken to implement its social responsibility. The supplier also undertakes to do its best to promote compliance with the above principles in its own supply chain.

d) Quality assurance agreement: At the request of CONCEPT FRESH, the supplier shall conclude a written quality assurance agreement with CONCEPT FRESH with standard market content.

The supplier is aware of the high quality standards that customers demand from CONCEPT FRESH, in particular IFS, ISO, HACCP, BRC and Halal. In the event of other claims for damages, the supplier shall be obliged to comply with the quality standards agreed upon in individual contracts with CONCEPT FRESH, in particular IFS, ISO, HACCP, BRC and Halal. The supplier is obliged to report the loss of a quality standards certificate to CONCEPT FRESH within twenty-four (24) hours of becoming aware of the loss of the certificate, stating the reasons for the loss of certification and the measures planned by the supplier. If the supplier loses its certification, CONCEPT FRESH is entitled to terminate the contract prematurely without notice. The supplier shall be liable for any damages to CONCEPT FRESH due to the loss of certification.

e) Force majeure: "Force majeure" is defined as all unforeseeable external events outside the company, which are

caused by elementary forces of nature or actions of third parties which make it impossible or at least unbearably difficult for the affected contractual partner to fulfil its service obligations. In the event of force majeure, the affected contractual partner is released from its contractual obligations for the duration of the disruption and to the extent of its effect and CONCEPT FRESH is entitled to withdraw from the contract if the contractual services are no longer economically viable due to the delay that has occurred; in this case, claims for damages and other claims for compensation by the supplier are excluded.

20. Final Provisions

a) Written and text form: Insofar as a declaration is to be made "in writing" or "in written form", this declaration must be hand-signed in their own name by the person or persons authorised to properly represent the respective contractual partner and sent to the other contractual partner as an original or by fax, unless the written form is otherwise regulated in individual contractual agreements. Insofar as a declaration is made "in text form", such a declaration shall also be effective without the personal signature of the person making the declaration in accordance with the statutory provisions.

b) Transfer of the order: The supplier is not entitled to transfer rights and obligations arising from the respective individual contract in whole or in part to third parties without the prior written or textual consent of CONCEPT FRESH. Even with such consent, the supplier shall remain solely responsible for the performance of the contract.

c) Suspension of payments, insolvency: If the supplier suspends his services, if a temporary insolvency administrator is appointed, if insolvency proceedings are opened over its assets, or if bill of exchange or cheque protests are opened against it, CONCEPT FRESH is entitled to withdraw from the contract in whole or in part without compensation, without any claims against CONCEPT FRESH being able to be derived from this. If CONCEPT FRESH withdraws from the contract, the contractual services will only be invoiced at contract prices to the extent that they can be used by CONCEPT FRESH as intended without additional costs. Any damages incurred by CONCEPT FRESH shall be deducted from the invoice.

d) Legal succession: The supplier must inform CONCEPT FRESH immediately of any transfer of contract and legal succession that occurs by law.

e) Contract language: The exclusive contract languages are German and English. In the case of bilingual documents, the German language version shall take precedence. Disputes shall be conducted exclusively in German, unless the contractual partners expressly agree on the priority of the English language.

f) All disputes between the contractual partners shall be subject to the exclusive jurisdiction of the competent court at the registered office of CONCEPT FRESH.

g) Individual, possibly invalid contractual terms and conditions have no influence on the validity of the remaining clauses and are to be replaced by the contractual partners with such provisions that come as close as possible to the economic interest of the invalid provision and are legally valid. h) If individual provisions of the contract, these General Terms and Conditions and/or other provisions that have become part of the contract become contradictory, the most favourable provision for CONCEPT FRESH shall be deemed to be agreed upon.