

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

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

1. General:

- a) The following mutual written declarations shall apply to the scope of deliveries and services: (hereinafter referred to as: "Performance"). Nevertheless, the general terms and conditions of the contractual partner only apply where CONCEPT FRESH has agreed expressly to them in writing.
- b) These General Terms and Conditions of Sale and Delivery also apply to all future business with the contractual partner if not expressly referred to on a case-by-case basis. Employees of CONCEPT FRESH are not authorised to enter into ancillary verbal agreements. Such declarations are only binding on CONCEPT FRESH if expressly acknowledged or confirmed in writing.
- c) These General Terms and Conditions of Sale and Delivery only apply to enterprises, contractors, legal entities under public law or special funds under public law.

1. Offer and entering into a contract:

- a) Orders by the contractual partner are binding for 14 days as of receipt by CONCEPT FRESH.
- b) Offers by CONCEPT FRESH are non-binding in terms of quantity, price and delivery time and apply for 14 days as of the date of the offer. In the event of insolvency proceedings being opened regarding the assets of the contractual partner after the offer has been submitted and before acceptance, the offer from CONCEPT FRESH is regarded as not placed.
- c) The scope and content of the contract are established solely by the order confirmation from CONCEPT FRESH and these General Terms and Conditions of Sale and Delivery, with the order confirmation prevailing over the General Terms and Conditions of Sale and Delivery.
- d) CONCEPT FRESH reserves the right to deviate from the offer or, as may apply, order confirmation due to consideration of mandatory legal or technical standards.

2. Payment, terms of payment, consequences of arrears:

- a) The respective fee of CONCEPT FRESH will be agreed upon with the contractual partner in an individual contract. CONCEPT FRESH has the right to demand a higher fee than that agreed upon in the individual contract if the calculation bases existing at the time the order is placed, such as raw material and material prices, the exchange rate or personnel costs, change by more than 10% after conclusion of the contract.
- b) Claims by CONCEPT FRESH become due for payment within 14 days of the date of invoice. A discount or deduction of transaction costs is excluded without express written agreement.
- c) Should payment in another currency be agreed, any foreign exchange risk for CONCEPT FRESH is excluded. The contractual party shall pay that amount equalling the intrinsic value of the amount stated in the order confirmation on the day of the order confirmation in EURO (mean exchange rate).
- d) Bills of exchange or cheques are only accepted by express agreement and expressly subject to the actual receipt of payment. All associated charges, costs and fees are borne by the contractual partner. Respective of other preconditions, bills of exchange and cheques are always subject to the usual reserves.
- e) Where the contractual partner falls behind with payment, CONCEPT FRESH is entitled to demand arrears

interest in accordance with Section 456 of the Austrian Commercial Code (currently 9.2 percentage points above the relevant base rate) as well as compound interest in accordance with Section 1000 (2) of the Austrian Civil Code of 4 percent per annum and restitution for all judicial and extra-judicial reminder and administration costs, including costs for involving a collection agency, any storage costs, and appropriate legal fees. If CONCEPT FRESH is able to prove higher arrears damage, CONCEPT FRESH is entitled to also claim it.

- f) In the event of total or partial arrears by the contractual partner with main or ancillary services, or if after the contract has been entered into circumstances become known likely to reduce the creditworthiness of the contractual partner, irrespective of other rights CONCEPT FRESH is allowed to cease its services or claim an appropriate extension to the delivery period and terminate the contract after a grace period has been set and demand compensation for non-performance and also immediately declare as due all pending claims under this or other legal transactions and without regard for any bill of exchange received. It is also entitled to only perform outstanding services against advance payment or provision of a security and/or collect any delivered goods without releasing the contractual party from its duty to perform. In the event of these acts, termination by CONCEPT FRESH only occurs in the event of an express statement by CONCEPT FRESH. In the event of arrears, the contractual partner loses all rights of disposal, use and other rights.
- g) In the event of any separately agreed partial or instalment payment, the entire outstanding residual claim shall become due for immediate payment in full if even one partial payment is not made on time or in full.

3. Prohibition of offsetting and retention, assignment and pledging:

- a) The contractual partner may only offset against such claims that have been expressly acknowledged or established as legally binding. A right of retention of the contractual partner is excluded.
- b) CONCEPT FRESH reserves the right to assign or pledge its claims against the contractual partner.

4. Onward delivery in third countries:

The contractual partner is only entitled to resell the goods to third countries with the express written consent of CONCEPT FRESH.

5. Security rights:

- a) CONCEPT FRESH retains title to the object of purchase or, as may apply, goods until complete payment of the purchase price and all associated costs and charges. When enforcing retention of title, the contract can only be terminated if this is expressly declared. In the event of even partial payment arrears, CONCEPT FRESH is entitled to collect the goods in a reasonable manner at the expense of the contracting party, even without the consent of the contracting party.
- b) While reservation of title is in place, the contractual partner is prohibited from pledging or transferring as security, and only permitted to resell to resellers in the normal course of business and only under the condition that CONCEPT FRESH has been notified of this in good time in advance with the name or, as may apply, the company name and the exact (business) address of the buyer, and if CONCEPT FRESH consents to the sale.
- c) Where the contractual partner sells retained goods onwards, it hereby assigns to CONCEPT FRESH its future claims under the resale against its clients with all ancillary

rights (including any claims for balances) as security and undertakes to inform its customers about the assignment and/or note this in its books. Where the retained goods are sold onwards together with other items without an individual price being agreed, the contractual partner assigns to CONCEPT FRESH with priority over the remaining claim that part of the total price claim corresponding to the price for the retained goods invoiced by the supplier.

d) Where a justified interest is shown to exist, the contractual partner shall provide CONCEPT FRESH with the information required for asserting its rights against the customer and hand to it the required records.

e) Until cancellation, the contractual partner is authorised to collect the assigned claims from the onward sale. In the event of good cause, in particular payment arrears, cessation of payment, the opening of insolvency proceedings, a protested bill of exchange, or justified indications of excessive debts or impending inability to pay by the contractual partner, CONCEPT Fresh is entitled to revoke the collection authority for the contractual partner. In addition, with a prior threat in accordance with an appropriate deadline, CONCEPT FRESH is entitled to disclose the assignment of security, realise the assigned claims, and demand the disclosure of the assignment of security by the contractual partner to the customer.

f) The contractual partner shall notify CONCEPT FRESH without delay of pledges, seizures, other dispositions or interventions by third parties, provide it with the documents necessary for pursuing its claims, and make all arrangements necessary in this respect.

g) The contractual partner is authorised to assign the claim from the onward sale as part of genuine factoring provided that CONCEPT FRESH is notified of this assignment in advance and the factoring proceeds meet, as a minimum, the value of the retained goods from the sale of which the respective claim originates. The contractual partner hereby assigns to CONCEPT FRESH claims and other demands against the factor from the sale of the claims assigned to CONCEPT FRESH as security, and undertakes to inform the factor of the assignment and/or note it in the books. CONCEPT FRESH hereby accepts the aforementioned assignment

6. Delivery, acceptance, delay in acceptance

a) Excess, short and partial deliveries as well as adjustments to packing units by CONCEPT FRESH are permitted where reasonable to the contractual partner.

b) The observance of deadlines for deliveries shall be subject to the timely receipt of all documents to be supplied by the contractual partner, necessary permits and releases, as well as the observance of the agreed terms of payment and other obligations by the contractual partner. If these prerequisites are not met in a timely manner, the deadlines will be extended accordingly; this does not apply if CONCEPT FRESH is responsible for the delay.

c) If non-compliance with the deadlines is due to force majeure, e.g. war, riots, epidemics, pandemics or similar events, e.g. strike, lockout, the deadlines will be extended accordingly.

d) Even where a confirmed deadline is agreed, arrears do not occur until a written reminder is received by CONCEPT FRESH. CONCEPT FRESH is to be set an appropriate grace period by the contractual partner where it is delayed with delivery. This must be at least two weeks.

e) Where CONCEPT FRESH falls behind, the contractual partner (provided that it can credibly demonstrate that it has suffered a loss as a result) can demand compensation for each completed calendar week of the delay of 0.5 % each, but in total no more than 5 % of the price for the delayed part of the services.

f) Both claims for compensation by the contractual partner due to delayed delivery and claims for compensation in lieu of performance beyond the limits stated in no. 4 are excluded. This does not apply where there is mandatory liability in cases of wilful intent, gross negligence or due to injury to life and limb. A change in the burden of proof to the detriment of the contractual partner is not tied to this. The contractual partner is only entitled to terminate the contract in line with statutory provisions where CONCEPT FRESH is responsible for the delay in delivery and it has been requested, without success, to repeat the delivery with a grace period set (see Point 3).

g) At the request of CONCEPT FRESH, within an appropriate period the contractual partner shall declare whether it is terminating the contract due to the delay in delivery, and/or demanding compensation in lieu of performance or insisting on delivery.

h) Where shipment, delivery or collection are delayed at the request of the contractual partner by more than one month after notification of readiness for delivery, the contractual party is able to charge for each commenced month storage of 0.5 % of the items for delivery, however to a maximum of 5%. The contractual party remains entitled to provide evidence of higher or lower storage costs.

i) Partial deliveries are permitted.

j) Where the contractual party falls behind with accepting ordered goods, after setting an appropriate maximum grace period of 14 days CONCEPT FRESH is entitled to claim the total agreed or, as may apply, appropriate payment and/or demand damages due to non-performance.

k) Where delivery on call is agreed, acceptance, if not otherwise agreed, is to occur where possible at the same instalments allocated to the term of the contract. Defective or delayed partial deliveries do not entitle the contractual party to termination regarding the remaining quantities. In the event of delayed retrieval, CONCEPT FRESH is entitled to invoice the non-retrieved quantity as delivered and demand payment or terminate the contract without requesting the contractual partner for retrieval, as well as demand compensation due to non-performance.

7. Handover, transfer of risk and shipment:

a) The goods are handed over at the time CONCEPT FRESH has the goods ready for collection at its facility, also if CONCEPT FRESH hands over the goods to a carrier as agreed.

b) Means of transport and protective equipment are selected by CONCEPT FRESH without it accepting any liability.

c) Loaned packaging (in particular Euro pallets etc.) are to be exchanged in the same quantities, otherwise CONCEPT FRESH is entitled to charge them at cost price to the customer.

d) The contractual partner is not able to refuse receipt of deliveries due to insignificant defects. Any complaint about a partial delivery does not entitle the contractual partner to reject further deliveries from the same or another order. The ordering party is to notify the transporter immediately of any transport damage and document it in a suitable manner, in particular on the consignment note and/or delivery note.

8. Claims due to defects, compensation, contractual penalties:

a) The generally expected properties of CONCEPT FRESH products and services (in short: 'Goods') are determined in line with descriptions or samples provided or, as may apply, usual custom, where CONCEPT reserves the express right to manufacturing changes compared to samples and descriptions. Nevertheless, claims due to specified features are excluded. It is up to the contractual partner to prove that any

defects for which CONCEPT FRESH is responsible under these provisions were already present at the time of delivery.

b) Claims for compensation and material defects expire in 12 months as of transfer of risk. This does not apply where legislation prescribes mandatory longer periods as well as in the event of injury to life and limb, in the event of a wilful or grossly negligent breach by CONCEPT FRESH, and in the event of the fraudulent concealment of a defect. Statutory regulations regarding suspended expiry, suspension and recommencement of periods remains unaffected. A later commencement of the warranty period for any latent defects is excluded.

c) Claims for warranty (Sections 922 et seq. Austrian Civil Code), for compensation due to the defect itself (Section 933a (2) Austrian Civil Code) and for any error regarding the item being free from defects (Sections 871 et seq. Austrian Civil Code) by the ordering party require it to have properly complied with its duties of inspection and notification owed under Section 377 of the Austrian Commercial Code within 8 days after receipt of the goods. The ordering party shall notify the supplier of material defects without delay in writing.

d) In the event of defects reported on time and with justification, CONCEPT FRESH, as it chooses, is only obliged to grant an appropriate reduction in price, substitute the goods, or reverse the order. Claims due to any product errors only exist if the CONCEPT FRESH supplier meets its warranty duty due to this product error.

e) Claims for defects do not exist with only insignificant differences from the agreed characteristics, with only insignificant impairment of usability, with natural wear and tear, or damage resulting after the transfer of risk due to defective or negligent handling, excessive use, unsuitable equipment or due to particular external influences not specified according to the contract.

f) Claims of the contractual partner due to expenses necessary for the purpose of subsequent services, in particular transport, travel, labour and material costs, are excluded if the expenses increase because the goods to be delivered have subsequently been taken to a location other than the customer's branch office, unless the transfer corresponds to their intended use.

g) Claims for recourse by the contractual partner against CONCEPT FRESH in accordance with Section 933b of the Austrian Civil Code (in particular recourse by the contractor) only exist to the extent where the contractual partner has entered into agreements with its purchaser over and beyond the statutory claims for defects. The provisions of this clause apply correspondingly to the scope of the claim for recourse by the contractual party against CONCEPT FRESH.

h) Other claims for compensation and the reimbursement

of expenses by the contractual partner (hereinafter: compensation claims), for whatever legal reason, in particular due to a breach of duties under the contractual obligation and for an unlawful act are excluded. This does not apply in the event of mandatory liability, for example in accordance with product liability legislation, in the event of wilful intent, gross negligence, or risk to life or limb. Statutory limitation provisions apply in the event of claims for compensation under product liability legislation. Nevertheless, any liability by CONCEPT FRESH is limited to the amount of the agreed payment for the respective order.

i) The contractual partner shall hold CONCEPT FRESH harmless in the event of claims by third parties due to claims for compensation under these T&Cs, and also due to a breach of third-party rights by the contractual partner (e.g. commercial protective rights).

j) Any agreed contractual penalty shall exclude the assertion of any further claims for compensation beyond the amount of the penalty by the contracting partner against CONCEPT FRESH. CONCEPT FRESH is authorised to satisfy potentially lower damage in lieu of the contractual penalty.

9. Final Provisions:

Individual, possibly invalid contract provisions, including possible contradictions to consumer protection law provisions, have no influence on the validity of the remaining clauses and are to be replaced by the contractual partners by such provisions which come closest to the economic interest of the invalid provision and are legally valid.

a) All contractual declarations and agreements as well as a departure from this requirement for the written format are required to be in writing to be effective. This is also satisfied by fax or email.

b) The contractual partner shall inform CONCEPT FRESH immediately in writing of changes to its essential details (name etc.) or any other relevant information.

c) The place of performance for all obligations under this contract is the registered office of CONCEPT FRESH. All disputes between the contracting parties are subject to the exclusive jurisdiction of the competent court at the registered office of CONCEPT FRESH.

d) Where individual provisions of the contract, these T&Cs and/or other provisions that have become part of the contract contradict each other, the most favourable provision for CONCEPT FRESH shall be deemed agreed in each case.

e) For all legal disputes arising from this contract, the contracting parties agree that Austrian law shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and excluding the referral norms of international private law.