General Terms and Conditions of Purchase of Nutrilo GmbH

Last updated: 10 July 2026

1. General - Scope

1.1. Our General Terms and Conditions of Purchase apply exclusively to all contracts for the purchase of goods and services by us, Nutrilo GmbH, from the supplier.

1.2. We do not accept any terms and conditions of the supplier that conflict with or deviate from these General Terms and Conditions of Purchase, in particular the supplier's General Terms and Conditions of Sale, unless we expressly agree to their validity in writing. Our General Terms and Conditions of Purchase shall apply even if we accept the supplier's delivery without reservation, despite being aware that the supplier's terms and conditions conflict with or deviate from these General Terms and Conditions of Purchase.

1.3. All agreements must be at least in text form (§ 126b BGB), unless a stricter form is required by law.

1.4. These General Terms and Conditions of Purchase only apply to entrepreneurs in accordance with §§ 310 para. 1, 14 BGB.

1.5. Our terms and conditions of purchase also apply to all future transactions with the supplier.

2. Offer - Offer documents

2.1. The supplier is obliged to provide us with a written order confirmation without delay, but no later than three working days from receipt of a written order, which refers to our order number.

2.2. The Supplier shall bear all costs incurred in the preparation and submission of the offer.

2.3. To the extent that following evidence is not legally or technically relevant for the respective goods, the Supplier's obligation shall be limited to the relevant evidence.

2.4. The supplier shall ensure that all certificates and evidence submitted are continuously up to date. Changes or revocation of certifications must be communicated immediately

2.5. The Supplier undertakes to include the following documents and samples with offers and order confirmations without being asked and free of charge:

2.5.1. Regarding organic goods, proof of valid organic certification in accordance with German and European legal provisions, in particular Regulation (EU) No. 2018/848.

2.5.2. Regarding food and non-food goods, the relevant product specification.

2.5.3. Regarding food, all analyses, in particular pesticide analyses and microbiological analyses by an accredited laboratory.

2.5.4. Regarding food contact materials, a declaration of conformity in accordance with German and European legal provisions, regarding plastic food contact materials.

2.5.5. Regarding all other food contact materials, appropriate evidence of suitability for the intended use, including safety declarations, migration tests, etc.

2.5.6. Regarding the possible export of the goods to other countries within and/or outside Europe, the written documents and declarations necessary or useful for export, such as certificates of origin, health certificates, clearance certificates, etc.

2.5.7. For all goods for which the application of a free trade agreement, preferential origin system, etc. exists, the relevant evidence (supplier's declaration, preferential origin certificate/invoice) to prove the application.

2.5.8. Regarding all goods ordered under the condition "Purchase on sample findings", samples in sufficient numbers, in the case of "Purchase on analytical findings", analyses by a laboratory accredited in the EU.

2.5.9. Certifications demonstrating compliance with and adherence to codes of conduct (e.g. BSCI Code of Conduct, Transfair, Rainforest Alliance or similar initiatives).

3. Purchase on sample or analytical results - condition precedent

3.1. In the case of purchases on sample or analytical findings, the contract is subject to the conditions precedent that we approve the sample or analysis in writing.

3.2. The approval period is three weeks after receipt of the sample or analysis. The period begins on the day following the receipt of the sample or analysis. If we do not send a declaration of acceptance within the deadline, the sample or analysis is considered rejected.

3.3. If approval is not granted, the supplier shall not be entitled to any claims for compensation or reimbursement of expenses.

4. Prices - Terms of payment

4.1. The price stated in the order is binding.

4.2. Our orders are based on the current applicable Incoterms. Unless otherwise stated in the order, "duty free (DDP) Cuxhaven, Incoterms (Year of the currently applciable version)" applies, including packaging.

4.3. Prices are exclusive to the statutory sales tax.

4.4. Invoices should preferably be submitted electronically in PDF format.

4.5. We can only process invoices from the supplier if they indicate the order number shown in our order. The Supplier shall be responsible for all consequences arising from non-compliance with this obligation, unless he proves that he is not responsible for this breach.

4.6. Unless otherwise agreed in writing, we will pay the purchase price within 14 days, calculated from delivery and receipt of invoice, with a 3% discount or within 30 days of receipt of invoice net.

4.7. We are entitled to the statutory rights of set-off and retention

4.8. Without our written consent, the supplier may not assign any claims, in whole or in part, to third parties.

4.9. In case of doubt regarding the contractual conformity of the delivery, we are entitled to withhold payment until complete clarification.

5. Delivery time, delivery and marking of goods, force majeure

5.1. The delivery time specified in the order is binding for the supplier.

5.2. The supplier is obliged to notify us immediately in writing if circumstances arise or become apparent to him that indicates the agreed-upon delivery time cannot be met.

5.3. In the event of a delay in delivery, we are entitled to demand a lump-sum default damage of 1% of the net delivery value per completed week of delay, but no more than 5% of the net delivery value. Further statutory claims remain unaffected.

5.4. Unless otherwise agreed in writing, delivery shall be made "duty paid (DDP) Cuxhaven," in accordance with the currently applicable Incoterms.

5.5. For each individual shipment, the supplier must provide a shipping document on the day of shipment, which must be separate from the goods and the invoice. The delivery notes and packing slip must be included with the shipment. For sea or air freight, the shipping documents and invoices must specify the name of the shipping line and the vessel or the name of the airline.

5.6. The supplier must choose the most cost-effective and suitable transport options for us.

5.7. The supplier is obliged to indicate our order number and – if provided by us – item number as well as the type, quantity and unloading location of the delivery on all shipping documents, delivery notes, packing slips, waybills and invoices; if he fails to do so, we shall not be responsible for the resulting delays in processing.

5.8. In the event of insufficient deliveries, we are entitled to make cover purchases. The additional shall be borne by the supplier.

5.9. Our unconditional acceptance of the delayed delivery or service does not constitute a waiver of the claims for damages arising from the delayed delivery or service.

5.10. The goods must be clearly legible and visibly labeled with their type and quantity in accordance with German and European legal requirements. Unless otherwise agreed, food products must be labeled on the outer packaging with at least the best-by date, the production date, the product description, the product number, and the lot number.

5.11. Allergens contained in the goods must be labelled and highlighted separately by the

supplier in accordance with German and European legal provisions.

5.12. The supplier shall pack, label and ship the goods in accordance with the agreed specification in such a way as to prevent damage during transport and to enable efficient unloading, handling and storage of the goods.

5.13. If we are prevented from accepting the delivery due to force majeure—that is, due to obstacles beyond our control that last longer than 14 calendar days—we will notify the supplier in writing in a timely manner. In this case, we are entitled to postpone performance for the duration of the hindrance or to withdraw from the contract in whole or in part with respect to the unfulfilled portion, if we have complied with the above obligation to provide notice and have not assumed the risk of performance. In this case, the supplier shall not be entitled to any claims for damages. Cases of force majeure include pandemics, epidemics, natural disasters, strikes, lockouts, government intervention, energy and raw material shortages, transportation bottlenecks for which we are not responsible, operational disruptions for which we are not responsible—such as those caused by fire, water damage, or machinery failure—as well as all other disruptions that, viewed objectively, were not culpably caused by us. If the event of force majeure lasts longer than 60 calendar days, we are entitled to terminate the contract without notice.

6. Defect Investigation - Liability for Defects

6.1. We will inspect the goods within a reasonable period for any deviations in quality and quantity. A complaint is considered timely if it is received by the supplier within ten business days, calculated from the date of receipt of the goods or—in the case of hidden defects—from the date the defect is discovered.

6.2. Payments made by us shall not be deemed an acknowledgment of contractual performance, nor an acknowledgment that the delivered goods or services are free from defects, nor an acknowledgment of proper invoicing.

6.3. We are entitled to the full scope of statutory claims for defects. In any case, we are entitled, at our discretion, to demand that the supplier either repair the goods or deliver a new item. Unless otherwise agreed, the place of performance for subsequent performance is our registered office. We expressly reserve the right to rescind the contract, particularly in the event of failure of subsequent performance, as well as claims for damages, particularly for damages in lieu of performance.

6.4. The supplier guarantees that the items supplied by him and the services provided by him comply with the specifications, the intended use, the current state of the art as well as the relevant German and European legal provisions and other regulations. If deviations from these regulations are necessary in individual cases, the supplier must obtain our written consent before executing the deviation. The supplier's warranty obligations are not affected by our consent.

6.5. Insofar as the supplier is merely a dealer of the goods, he undertakes to check the goods for compliance with the specifications, the contractual agreements and the provisions of German and European law before delivery to us.

6.6. We are entitled to remedy the defects ourselves at the supplier's expense if the supplier is in default with this. There is no need to set a deadline in the event of imminent danger, imminent production shutdown or recall risks.

6.7. The limitation period is 48 months, calculated from the transfer of risk, unless the mandatory provision of §§ 445 b, 478 para. 2 BGB.

6.8. The other provisions of the statutory delivery recourse both in the context of the sale of consumer goods and independently of it remain unaffected.

7. Special liability for defects in foodstuffs, packaging for foodstuffs and food contact materials

7.1. Unless specific quality criteria have been agreed, the goods and their packaging must be of at least standard commercial quality. Quality and quantity information contained in the order as well as our specifications must be adhered to.

7.2. The Buyer is entitled, upon reasonable notice, to conduct or have carried out audits of the production, storage, quality and documentation systems of the Supplier and its upstream suppliers. #

7.3. In particular, the Supplier warrants:

7.3.1. that the delivered goods and their packaging are true to the model and comply with the contractual agreements.

7.3.2. that the goods and their packaging comply with the German and European legal provisions, in the case of goods that are foodstuffs, these are Regulation (EC) No. 178/2002 and the LFGB.

7.3.3. that the goods and their packaging comply with the agreed specifications.

7.3.4. unrestricted marketability of the goods delivered by the supplier and their packaging both in the domestic production country and on the respective sales markets made known to the supplier during the entire agreed remaining term.

7.3.5. that the maximum levels for contaminants and mycotoxins comply with Regulation (EU) No 2023/915.

7.3.6. that the flavorings and the flavorings used in the goods comply with the requirements of the EC Flavoring Directive No. 1334/2008.

7.3.7. to supply only goods that meet the requirements of Regulation (EC) No. 396/2005 (Pesticide Residue Maximum Levels Regulation) also to the extent that pesticide residues are below the limit values even if the upper value of the dispersion range of the analysis results is taken as a basis.

7.3.8. that organic goods comply with the German and European legal provisions, in particular Regulation (EU) No. 2018/848 (EC Organic Regulation), as well as the orientation values published by the Federal Association of Natural Food and Natural

Goods (BNN) e.V. under www.n-bnn.de . The BNN orientation values applicable at the time of delivery are decisive for this.

7.3.9. that the product has not been treated with ultraviolet or ionizing rays.

7.3.10. that the goods supplied by it are not genetically modified foods and/or do not contain food, additives or flavorings produced from genetically modified organisms in accordance with the relevant provisions, except for adventitious or technically unavoidable contamination with genetically modified material up to a threshold of 0.1 % per ingredient.

7.3.11. that the goods are not subject to labelling requirements regarding genetic engineering labelling requirements.

7.3.12. the authenticity and correctness of the certificates and documents within the meaning of Digit 2.5;

7.3.13. that food contact materials comply with German and European legal provisions, in particular Regulation (EU) No. 1935/2004.

7.4. Insofar as the goods are mixed, combined and/or processed by us with other items, the supplier guarantees usability and marketability both regarding the manufacturing process and regarding the product, insofar as it is aware of the manufacturing process and product. The supplier is obliged to inform us of any concern regarding the appropriate use of the goods without being asked to indicate any special features to be considered by us regarding the use of the goods in production.

7.5. Any change in quantities and/or compositions of the goods in the ingredient lists (recipe changes) as well as packaging changes in deviation from the product specification agreed by us with the supplier must be notified in writing at least six months before the planned implementation. Unless required by mandatory German and European legal regulations, such changes always require our express written consent. Implementation without the written consent of the buyer constitutes a material breach of contract.

7.6. Regarding the goods, the supplier guarantees proper and complete controls during production on the basis of the applicable legal situation and the current state of the art.

7.7. We are entitled to exclude the commissioning of third-party suppliers if there are reasonable doubts about the quality standards of the third-party suppliers.

7.8. The supplier guarantees consistent and complete traceability of the goods supplied by it in accordance with the applicable German and European legal provisions, the regulations and guidelines of authorities, trade associations and trade associations. In addition to the goods themselves, the subject of traceability for each product is the ingredients, raw materials, additives and auxiliary materials used, etc., the time of manufacture/production, the packaging materials and the course of the manufacturing process.

7.9. In addition to Section 7.7, the supplier, as it is responsible for food, food packaging, and food-contact materials, is obliged to provide us, upon request, with documentation covering the entire supply chain of the goods it supplies and their ingredients or associated materials, specifically tracing them back to their origin. Upon request, the certificates of these upstream suppliers must be submitted to us. The supplier guarantees that it monitors the upstream suppliers and continuously performs an incoming goods inspection in accordance with at least the industry-standard requirements.

7.10. The supplier is obliged to provide us with necessary information/information immediately upon request (official complaints, customer complaints, etc.) regarding certain goods requested. The assertion of further claims against the supplier remains unaffected by this.

7.11. For goods that are or must be labeled with best-before dates (best-before date, use-by date, etc.), the remaining shelf life—i.e., the time available to us for processing and/or marketing the goods, must amount to at least 80 % of the total shelf life (the period between manufacture and the specified date) as of the day after receipt of the goods. Deliveries of goods that do not meet this requirement are considered defective.

7.12. If the Supplier's delivery item consists of packaging material that we use and apply, the foregoing provisions shall apply; accordingly, that is, the Supplier guarantees the unrestricted marketability and usability of the packaging material. In particular, the Supplier shall ensure that this packaging material has no adverse effects on the packaged product

7.13. The Supplier guarantees that the vehicles used for delivery are suitable for transporting food. In particular, the vehicles must be free of pests, foreign odors, dust, moisture, mold, foreign objects, or other adverse influences. The same applies to the respective loading and unloading areas as well as to temporary storage. In particular, the supplier guarantees that it will not use any vehicles whose cargo area is covered only fully or partially by a tarp.

7.14. To the extent that we are obligated to our customers to comply with standards governing the supply chain—in particular, compliance with the Act on Due Diligence in the Supply Chain (LkSG) and Regulation (EU) 2023/ 1115 on the placing on the Union market and the export from the Union of certain raw materials and products associated with deforestation and forest degradation, and we notify the supplier in writing of this obligation, the supplier shall ensure compliance with the supply chain standards within the meaning of this paragraph.

8. Recall, warning and other product safety measures

8.1. If the supplier is obliged by law to inform the competent authorities of any indications that the goods pose a risk to the health or safety of people and/or property or that the goods do not meet the other requirements for proper marketing, the supplier is obliged to inform us of this in writing without delay.

8.2. If a warning, a recall or any other officially ordered measure is issued for the goods, or

if the supplier, an upstream supplier or the manufacturer takes such a measure, the supplier shall be liable to us for the damage caused by this, including the costs incurred for the return of the goods, insofar as the supplier is responsible for the reason for the measure.

8.3. If we intend to issue a warning, a recall or any other measure required by law, we will give the supplier the opportunity to comment in advance, insofar as this appears possible and reasonable, regarding the urgency of the measure. The supplier shall be liable to us for the damage caused by the measure, including the costs necessary for the implementation of the measure, insofar as the supplier is responsible for the reason for the measure.

8.4. If there is a public warning, especially in the media, against buying or using the goods or products with the same ingredients due to actual or alleged health hazards, we are entitled to cancel orders that have not yet been delivered and to return goods that have already been delivered against a refund of the purchase price. The right of cancellation and return exists within one month after the first publication of the warning. In particular, the supplier shall also be liable for the damage incurred by us because of the warning and/or the cancellation, including all consequential costs, insofar as the supplier is responsible for the reason for the warning. Further claims on our part due to the defectiveness of the goods remain unaffected by this. Liability also expressly includes lawyers' fees, expert costs, laboratory analyses, logistics costs, destruction costs, communication costs and costs of consumer information.

8.5. No. 8.4 applies mutatis mutandis to warnings for products that are comparable to the goods or that have comparable ingredients.

9. Product liability - Indemnification - Liability insurance cover

9.1. To the extent that the Supplier is responsible for any product-related damage, the Supplier shall indemnify us against any third-party claims for damages upon first written demand..., insofar as the cause lies in his sphere of control and organization and he himself is liable in the external relationship.

9.2. Within the scope of its liability pursuant to Section 9.1. the supplier shall also be obliged to reimburse us for any expenses pursuant to §§ 683, 670 of the German Civil Code (BGB) or §§ 830, 840, 426 of the German Civil Code (BGB) arising out of or in connection with a recall campaign carried out by us. We will inform the supplier about 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 remain unaffected.

9.3. We shall notify the competent authorities as required under the Product Safety Act (ProdSG), in coordination with the Supplier.

9.4. The Supplier undertakes to maintain product liability insurance with a sum insured of € 10 million per personal injury/property damage – lump sum – during the term of this contract, i.e. until the expiry of the respective limitation period for defects; if we are entitled to further claims for damages, these remain unaffected.

10. Rights of third parties and intellectual property rights

10.1. The Supplier warrants that no rights of third parties within the Federal Republic of Germany are infringed in connection with its delivery and, insofar as we export the goods abroad and inform the Supplier thereof in writing, no rights of third parties in the respective country of destination.

10.2. If claims are brought against us by a third party alleging an infringement of rights within the meaning of Section 10.1. the Supplier is obliged to indemnify us against these claims upon first written request.

10.3. In the event of claims for damages by the third party, Supplier shall be entitled to demonstrate that he was not responsible for the infringement of the third party's rights. We are not entitled to enter into any agreements with the third party – to conclude a settlement – without the consent of the supplier.

10.4. The supplier's obligation to indemnify refers to all expenses that we necessarily incur from or in connection with the claim by a third party, unless the supplier proves that it is not responsible for the breach of duty on which the infringement of intellectual property rights is based. The indemnity shall also extend to all costs incurred in connection with any necessary product redesign, modification or replacement.

10.5. We reserve the right of ownership and copyright to illustrations, drawings, calculations, recipes, specifications and other documents that we make available to the supplier. We reserve the right of ownership and copyright to illustrations, drawings, calculations and other documents; they may not be made available to third parties without our express written consent. They are to be used exclusively for production based on our order; after the order has been processed, they must be returned to us without being asked. They are to be kept secret from third parties, in this respect the provision according to number 12.

11. Retention of title – provision – tools

11.1. We do not acknowledge any retention-of-title rights claimed by the Supplier.

11.2. If we provide the supplier with parts, we reserve ownership of them. Processing or transformation by the supplier is carried out for us. If our goods subject to retention of title are processed with other items that do not belong to us, we 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.

11.3. If the item provided by us is inseparably mixed with other items that do not belong to us, we 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 the 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 to have been agreed that the Supplier shall transfer co-ownership to us on a pro rata basis, in the amount of the value of the item provided; the supplier shall hold the sole ownership or co-ownership for us.

11.4. We reserve ownership of tools; the supplier is obliged to use the tools exclusively for

the production of the goods ordered by us. The supplier is also obliged to ensure the tools belonging to us at replacement value at its own expense against fire, water and theft damage. At the same time, the supplier hereby assigns to us all claims for compensation under this insurance, and we hereby accept the assignment. The supplier is obliged to carry out any necessary maintenance and inspection work on our tools as well as all maintenance and repair work at its own expense in good time. He must report any incidents to us immediately; if he culpably fails to do so, claims for damage remain unaffected.

11.5. To the extent that the security interests referred to in Clauses 11.2 and/or 11.3 exceed the purchase price of all our reserved goods that have not yet been paid for by more than 10%, we shall be obliged, at the request of the supplier, to release the security interests at our discretion.

12. Confidentiality

12.1. The Supplier is obliged to keep strictly confidential all images, drawings, calculations, specifications and other documents and information received (hereinafter referred to as "Information").

12.2. The information may only be disclosed to third parties with our written consent.

12.3. The information is to be used exclusively for production based on our order; after the end of the business relationship, it must be returned to us without being asked. The obligation of confidentiality shall also apply after the execution of this contract; it shall expire if and to the extent that the manufacturing knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known or was demonstrably already known to the supplier at the time of the information.

12.4. The confidentiality obligation applies for ten years after the end of the contract.

13. Code of Conduct - Occupational Health and Safety - Environmental Protection

13.1. As a company, we expect all suppliers within the supply chain to behave in a socially just and sustainable manner, and we aspire to ensure that all activities of the suppliers involved in the supply chain are socially and environmentally balanced. The supplier undertakes to behave accordingly.

13.2. The supplier undertakes to comply with all legal regulations applicable to him as well as the expressly agreed standards.

13.3. In particular, the supplier is obliged to select environmentally friendly and recyclable input materials, to use low-emission and low-pollutant technologies, to design and manufacture products that are easy to disassemble, recycle and dispose of and to provide energy- and resource-saving solutions.

13.4. The supplier is obliged to comply with codes of conduct (e.g. BSCI Code of Conduct, Fairtrade Deutschland e.V., Rainforest Alliance or comparable initiatives) to which it has joined.

13.5. We are entitled to conduct audits including document reviews and on-site inspections upon reasonable notice, or to have them carried out by independent third parties.

14. Form – Applicable law – Place of jurisdiction – Place of performance

14.1. Unless expressly stipulated otherwise in these General Terms and Conditions of Purchase or our orders, all declarations in the context of the business relationship with the Supplier must be made in writing (§ 126 BGB). The written form is complied with by complying with the electronic form (§ 126 a BGB) or the text form (§ 126 b BGB), unless the electronic form and the text form are expressly excluded in these General Terms and Conditions of Purchase or our orders.

14.2. The law of the Federal Republic of Germany applies to the exclusion of private international law and to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

14.3. The place of jurisdiction is Cuxhaven; however, we are entitled to sue the supplier at its registered office as well.

14.4. Unless otherwise stated in the order, Cuxhaven is the place of performance.

14.5. Should any provision of these General Terms and Conditions of Purchase be invalid, unenforceable or void in whole or in part, the validity of the remaining provisions remain unaffected.