



KRONEN GmbH · Römerstrasse 2a · GER-77694 Kehl am Rhein

General Terms and Conditions of KRONEN Nahrungsmitteltechnik GmbH

§ 1 General information, scope of application

- (1) All deliveries, services, and offers of the company KRONEN Nahrungsmitteltechnik GmbH (hereinafter referred to as the "Seller") shall take place solely on the basis of these General Terms and Conditions. These Terms and Conditions form an integral part of all contracts concluded by the Seller with its contract partners (hereinafter also referred to as the "Customer") for its offered deliveries or services. They also apply to all future deliveries, services, or offers to the Customer, even if not separately agreed again.
- (2) Terms and conditions of the Customer or third parties shall not apply, even if the Seller does not specifically object to their validity in an individual case. Even if the Seller refers to written correspondence that contains terms and conditions of the Customer or a third party, this shall not constitute consent to the validity of such terms and conditions.

§ 2 Offers and contract conclusion

- (1) All offers made by the Seller are subject to change without notice and are non-binding, unless they are expressly designated as binding or contain a specific time limit for acceptance. The Seller can accept orders or contracts within fourteen days of receipt.
- (2) Legal relationships between the Seller and the Customer are governed exclusively by the concluded written sale and purchase agreement, including these General Terms and Conditions of Sale. The sale and purchase agreement contains all agreements made between the contract parties for the subject matter of the contract.
- (3) Information provided by the Seller about the delivered item or service (e.g. weights, dimensions, performance values, load capacity, tolerances, and technical data), as well as depictions provided by the Seller (e.g. drawings and illustrations), are only approximately relevant, unless their usability for the contractually intended purpose requires exact correspondence. They are not guaranteed characteristics but instead descriptions or designations of the delivery or service. Usual deviations and deviations as a result of legal regulations or technical improvements, as well as the substitution of components with equivalent components, are permissible as long as this does not impair the usability for the contractually intended purpose.
- (4) The Seller reserves the right of ownership or copyright for all offers and cost estimates provided by the Seller, as well as drawings, illustrations, calculations, brochures, catalogs, models, tools, and other documents and supplementary materials made available to the Customer. Without the express consent of the Seller, the Customer is not permitted to make these materials available to third parties in their current form or with regard to their content, disclose them, use or reproduce them, either itself or via third parties. When requested to do so by the Seller, the Customer must return these materials in their entirety and destroy any copies made if the Seller no longer needs them for regular business transactions or if negotiations do not result in the conclusion of a contract.



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§ 3 Prices and payment, offsetting, and retention

- (1) The prices apply to the scope of service and delivery stated in the order confirmations. Additional or special services will be charged separately. The prices are in EURO ex works plus packaging, statutory value added tax, fees, and other official charges. In the case of export deliveries, the buyer will additionally bear all costs incurred as a result, especially costs of the clearing formalities required for export, as well as all customs duties, taxes, and other charges due in connection with the export.
- (2) Invoice amounts are due within thirty (30) days without deduction, unless agreed otherwise in writing. The date of payment is determined by the date on which the payment is received by the Seller. Checks are deemed payment only after redemption. If the Customer does not pay the invoice by the due date, interest will be charged on the outstanding amounts starting on the date following the due date based on an annual rate of nine (9) percent above the applicable base interest rate. Claims for higher interest and other damages in the event of default are not affected by this clause.
- (3) Offsetting with counterclaims of the Customer or the retention of payments due to such claims is only permissible if the counterclaims are uncontested or legally substantiated.
- (4) The Seller is entitled to carry out or perform outstanding deliveries or services only in return for advance payment or payment of securities if, after conclusion of the contract, the Seller becomes aware of circumstances that are likely to significantly diminish the Customer's credit rating and that jeopardize payment of the Seller's outstanding receivables from the respective contractual relationship by the Customer (including receivables from other single orders subject to the same general agreement).

§ 4 Delivery and delivery times

- (1) All deliveries are made free carrier (FCA, Incoterms 2020) at Roemerstrasse 2a, 77694 Kehl-Goldscheuer, Germany.
- (2) Deadlines and dates for deliveries and services set by the Seller are always deemed approximate, unless a fixed deadline or a fixed date is expressly promised or agreed upon. If shipping has been agreed, delivery periods and delivery dates refer to the time of transfer to the shipping agent, carrier or other third parties commissioned with the transport.
- (3) The Seller can – notwithstanding its rights arising from default by the Customer – request from the Customer an extension of delivery and service periods or a delay of delivery and service deadlines amounting to the period of time in which the Customer has neglected its contractual obligations vis-à-vis the Seller.
- (4) The Seller is only entitled to make partial deliveries if:
 - (a) the partial delivery can be used by the Customer within the scope of the contractually intended purpose,
 - (b) the delivery of the remaining ordered goods is ensured, and
 - (c) no substantial additional expenses or additional costs are incurred by the Customer (unless the Seller agrees to cover these costs).
- (5) If the Seller is in default of performing a delivery or service or if the Seller is, for any reason, unable to perform a delivery or service, the Seller's liability for damages will be limited in accordance with Section 8 of these General Terms and Conditions.



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§ 5 Force majeure and delivery hindrances

- (1) The Seller is not liable for the impossibility of delivery or for delayed deliveries if they are caused by force majeure or other circumstances that were unforeseeable at the time of conclusion of the contract and that are beyond the control of the Seller. Such occurrences include, in particular, operational disruptions of all types, difficulties obtaining materials or energy, transport delays, strikes, legal lockouts, shortage of manpower, energy or raw materials, difficulties obtaining the necessary governmental approvals, governmental measures, pandemics, war, terrorism, and natural catastrophes.
- (2) If such circumstances substantially hinder or prevent the Seller from carrying out the delivery or service and the hindrance is not only of temporary duration, the Customer is entitled to withdraw from the contract. In the event of hindrances of temporary duration, the delivery or service periods will be lengthened or postponed by the duration of the hindrance plus an appropriate lead time. If acceptance of the delivery or service by the Customer is unreasonable as a result of the delay, the Customer can withdraw from the contract by notifying the Seller in writing without delay, pursuant to Section 126b of the German Civil Code (BGB).
- (3) The Seller will inform the Customer in writing and without delay about the occurrence and expected duration of the delivery hindrance and, on request, provide the Seller with information as to whether and when the delivery is likely to be able to take place.

§ 6 Place of performance, dispatch, packaging, transfer of risk, acceptance

- (1) The place of performance for all obligations arising from the contractual relationship is the registered office of the Seller, unless otherwise specified.
- (2) The mode of shipment and packaging are left to the discretion of the Seller.
- (3) The transfer of risk to the Customer shall take place, at the latest, when the item is handed over to the forwarding agent, carrier, or other third party designated to carry out the shipment. This also applies if partial deliveries are made or if the Seller has agreed to perform other services (e.g. dispatch). If the dispatch or handing over of the goods for shipment is delayed as a result of a circumstance within the responsibility of the Customer, the transfer of risk to the Customer shall begin on the date on which the delivery item is ready for dispatch and the Seller has notified the Customer of this.
- (4) The Customer will bear any storage costs incurred after the transfer of risk. If the delivery items are stored by the Seller, the storage costs amount to 0.25% of the invoice amount for each full week for which the items are stored. The contract parties reserve the right to claim and provide evidence of additional or lower storage costs.
- (5) The Seller will only insure the consignment against theft, breakage, transport, fire and water damage or other insurable risks at the express request of the Customer and at the Customer's expense.
- (6) If acceptance of the delivered goods is required, the goods shall be deemed accepted if
 - (a) the delivery is completed
 - (b) the Seller has notified the Customer of the completed delivery with reference to notional acceptance in accordance with this Section 6 (6) and has requested that the Customer accept the goods
 - (c) twelve working days have elapsed since delivery, or the Customer has started to use the goods (e.g. has put the delivered equipment into operation), in which case six working days have elapsed since delivery



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(d) the Customer has failed to accept the goods within this period of time for any reason other than a defect reported to the Seller which makes the use of the purchased goods impossible or significantly impairs their use.

§ 7 Warranty and material defects

- (1) The warranty period is one year from the date of delivery or, if an acceptance inspection is required, from the date of the acceptance inspection.
- (2) The delivered goods must be examined carefully immediately after delivery to the Customer or to a designated third party. They shall be deemed accepted if the Seller has not received written notice of defects regarding obvious defects or other defects that were recognizable in a prompt, careful inspection within seven work days of delivery of the goods or otherwise within seven work days of discovery of the defect or any earlier point in time at which the defect was recognizable to the Customer during normal use of the goods without closer inspection in the manner defined in Section 11 (1). When requested by the Seller, the defective goods must be returned to the Seller carriage paid. In the event of legitimate notice of defects, the Seller will reimburse the costs of the least expensive shipping method. This does not apply if the costs are increased because the goods are at a different location than the place of intended use.
- (3) In the event of material defects in the delivered goods, the Seller is initially obliged and entitled to choose to rectify the defects or replace the goods within a reasonable period of time. In the event of failure, i.e. the impossibility, unreasonableness, or refusal of or an unreasonable delay in the rectification or replacement, the Customer can withdraw from the contract or lower the purchase price appropriately.
- (4) If the Seller is to blame for a defect, the Customer can request compensation for damages under the conditions defined in Section 8.
- (5) In the case of defects in components from other manufacturers which the Seller cannot rectify due to licensing laws or actual circumstances, the Seller will, at its discretion, either assert its warranty claims vis-à-vis the manufacturers and suppliers for the Customer's account or assign them to the Customer.
- (6) The statute of limitation on the Customer's warranty claims vis-à-vis the Seller according to (1) will be suspended for the period in which the Seller asserts its warranty claims against the manufacturers and suppliers as specified in (5).
- (7) The warranty will become void if the Customer modifies the delivery item or has it modified by third parties without the Seller's consent, making it impossible or unreasonable to rectify the defect. In either case, the Customer must bear the additional costs of rectifying the defect as a result of the modification.
- (8) A delivery of used articles arranged with the Customer in an individual case is excluded from any warranty for material defects.
- (9) If an item delivered by the Seller is installed in or attached to another item by the Customer and the delivered item contains a material defect, the Seller's warranty is limited to the replacement or rectification of the defect-free item and reimbursement of the expenses required for the dismantlement and installation of the item pursuant to Section 439 paragraph 3 BGB. Compensation for damage to the other item in which the delivered item was installed or to which it was attached and for other subsequent consequential damages caused by the defective delivered item will only be provided if such damages can be typically expected during proper use of the delivered item and the Seller is responsible for the defects. The Seller is entitled to dismantle and



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install the delivered object itself or assign the task to third parties instead of reimbursing the expense if this does not lead to any unreasonable difficulties for the Customer.

§ 8 Liability for damages arising from fault

- (1) The liability of the Seller for damages, regardless of the legal basis, especially due to impossibility, delay, defective or incorrect delivery, contract violation, violation of duties in the case of contract negotiations, and unauthorized action, is, to the extent that the issue is the fault of the Seller, limited in accordance with Section 8.
- (2) The Seller is not liable in the event of minor negligence on the part of its executive bodies, legal representatives, employees or other vicarious agents, as long as it does not concern a violation of essential contractual duties. Essential contractual duties are the duty of timely delivery of the goods containing no substantial defects, as well as duties to advise, protect and exercise proper care that allow the Customer to use the delivered goods in accordance with the contract, to protect the life and limb of the Customer's personnel, or to protect the Customer's property against substantial damage.
- (3) If the Seller is liable for damages on the merits of the case pursuant to Section 8 (2), this liability is limited to damages that the Seller anticipated as the potential consequence of a contract violation at the time of conclusion of the contract or that the Seller should have anticipated if the Seller had exercised due diligence. In addition, compensation for indirect damages and consequential damages that are the result of defects in the delivered goods will only be provided if such damages can be typically expected when the delivered goods are used as intended.
- (4) In the event of liability for minor negligence, the Seller's liability to pay compensation for material damages and additional resulting financial damages – to the extent permissible by law – is limited to the amount of EUR 500,000 for each claim, also in the event of violation of essential contractual duties.
- (5) The preceding exclusions and limitations of liability apply to the same extent for the benefit of the executive bodies, legal representatives, employees, and other vicarious agents of the Seller.
- (6) If the Seller provides technical information or consultation and this information or consultation is not part of the scope of services owed by the Seller and agreed upon in the contract, they are provided free of charge and excluding any liability whatsoever.
- (7) The restrictions of this Section 8 do not apply to the liability of the Seller, the Seller's executive bodies, legal representatives, employees, and other vicarious agents due to intentional behavior, for guaranteed quality characteristics, due to injury to life, limb or health, or in accordance with the German Product Liability Act.

§ 9 Retention of title

- (1) The goods delivered by the Seller to the Customer will remain the property of the Seller until all secured claims have been paid in full. The goods and any goods in lieu thereof and subject to retention of title in accordance with this clause are hereinafter referred to as "reserved goods".
- (2) The retention of title agreed below serves to secure all current and future claims of the Seller vis-à-vis the Customer in connection with the supply relationship between the contract parties (including current account balance claims that are limited to this supply relationship).
- (3) The Customer will store the reserved goods for the Seller free of charge.
- (4) The Customer is entitled to process and sell the reserved goods in the ordinary course of business



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until the occurrence of the enforcement event (paragraph 9). Pledging or assigning the reserved goods as security is not permitted.

- (5) If the reserved goods are processed by the Customer, it is agreed that the processing is carried out in the name and for the account of the Seller as the manufacturer and that the Seller directly acquires ownership or – if the processing involves materials of several owners or the value of the processed goods exceeds the value of the reserved goods – co-ownership (proportional ownership) of the newly created goods in proportion to the value of the reserved goods to the value of the newly created goods. If no such acquisition of ownership occurs on the part of the Seller, the Customer must already transfer its future ownership or – in the aforementioned proportion – co-ownership of the newly created item to the Seller as security.
- (6) In the event of resale of the reserved goods, the Customer hereby assigns to the Seller by way of security the resulting claim vis-à-vis the purchaser – in the case of the Seller's co-ownership of the reserved goods, in proportion to the co-ownership share. The same applies to other claims in lieu of the reserved goods or otherwise in connection with the reserved goods, such as insurance claims or claims due to unlawful acts in the event of loss or destruction. The Seller grants the Customer revocable authorization to collect the claims assigned to the Seller in its own name. The Seller may revoke this collection authorization only in the event of enforcement.
- (7) If third parties take possession of the reserved goods, especially by garnishment, the Customer must immediately inform these third parties of the Seller's ownership and immediately inform the Seller in order to enable the enforcement of the Seller's ownership rights.
- (8) Upon request, the Seller will release the reserved goods and the goods or claims in lieu thereof at its discretion, insofar as their value exceeds the amount of the secured claims by more than 10 %.
- (9) If the Seller withdraws from the contract due to conduct contrary to the contract by the Customer – especially default of payment (the enforcement event), the Seller is entitled to demand the return of the reserved goods.

§ 10 Jurisdiction and choice of law

- (1) The place of jurisdiction for any disputes in connection with the business relationship between the Seller and the Customer – insofar as permissible by law – is the registered office of the Seller. Mandatory legal provisions concerning sole places of jurisdiction are not affected by this provision.
- (2) The relationships between the Seller and the Customer are governed exclusively by the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) of April 11, 1980, does not apply.

§ 11 Final provisions

- (1) Supplements and amendments to the agreements made, including these General Terms and Conditions, must be made in writing in order to be valid (pursuant to Section 126b BGB). With the exception of managing directors or authorized signatories, the employees of the Seller are not authorized to conclude verbal agreements that deviate from these General Terms and Conditions.



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- (2) In the case of any gaps in the provisions of the contract or these General Terms and Conditions of Sale, the gaps will be deemed filled by legally valid stipulations which the contract parties would have agreed upon based on the business objectives of the contract and the purpose of these General Terms and Conditions of Sale if they had recognized the gap.

Privacy notice

The Seller processes personal data of the Customer as the controller as defined by the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG). The processing is carried out on the basis of Article 6 paragraph 1 b) GDPR for the performance of a contract to which the Customer is party and for the execution of measures prior to entering into the contract. The Seller stores and processes data from the contractual relationship, particularly names, contact details, order data, and payment data, for the purpose of execution and fulfillment of the contract. The data will be stored for the duration of the business relationship and beyond the statutory retention periods and will be erased once these periods have expired insofar as this does not conflict with any statutory obligations to retain data. The Seller reserves the right to transmit data to third parties (e.g. forwarding agents, insurance companies, or financial authorities) insofar as the data are required for the performance of the contract. The Customer has the right to information (Art. 15 GDPR), rectification (Art. 16 GDPR), erasure (Art. 17 GDPR), restriction of processing (Art. 18 GDPR), data portability (Art. 20 GDPR), and the right to object to processing (Art. 21 GDPR). Complaints can be lodged with the responsible supervisory authority. More information can be found in the Seller's Privacy Policy at www.kronen.eu.

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