

1. Scope of Application

1.1. Our General Terms and Conditions (hereinafter “GTC”) apply only to entrepreneurs within the meaning of § 14 German Civil Code (BGB), legal entities under public law, and special funds under public law (hereinafter “Customer”). They apply regardless of whether the Customer is a member of the cooperative or not.

1.2. Our General Terms and Conditions apply exclusively. Deviating conditions of the Customer are not recognised unless we have expressly agreed to the validity of the Customer’s deviating conditions in writing. Our General Terms and Conditions also apply if we execute the delivery or service to the Customer without reservation, even if we are aware of conflicting or deviating conditions of the Customer.

1.3. Our General Terms and Conditions also apply to all future transactions with the Customer, even if they are not expressly referred to.

2. Offers, Scope of Delivery

2.1. Our offers are subject to change until the order is accepted, unless expressly agreed otherwise.

2.2. The Customer’s order is a binding offer. We can accept this offer within two weeks, at our discretion, by sending the contract or by dispatching the ordered goods to the Customer within this period.

2.3. There is a delivery quantity tolerance of +/- 10% of the ordered quantity. In this case, the price is to be adjusted according to the excess or short delivery. For contract filling (toll filling), industry-standard shrinkage and reject rates (in particular set-up losses at machines) apply and will not be reimbursed to the Customer unless a deviating agreement has been made.

2.4. If call orders are agreed, the entire call quantity must be fully accepted within the agreed period. If no period is expressly agreed, a call period of a maximum of one month from the date of conclusion of the contract applies. We are entitled to invoice and deliver uncalled quantities after the expiry of the period.

3. Special Provisions for Contract Filling and Customer-Supplied Materials

3.1. Where we perform contract filling, packaging, or packaging services and the Customer supplies raw materials, packaging materials, or labels for this purpose (customer-supplied materials), delivery must be made “carriage paid” (DDP according to Incoterms) in good time, in flawless quality, and in a form suitable for machine processing.

3.2. The Customer bears sole responsibility for the marketable and legally compliant declaration, labelling, and marking of the products (including compliance with the EU Food Information

Regulation, organic certification references, and health claims). No substantive or legal review is carried out by us.

3.3. Upon receipt of goods, customer-supplied materials are inspected by us only for externally visible transport damage and for identity and quantity. Any further quality or laboratory inspection of the supplied raw materials shall only take place upon express, separate agreement.

3.4. We accept no liability for damage, defects, or delays attributable to defective, contaminated, or late delivery of customer-supplied materials. The Customer shall indemnify us against all third-party claims (including official measures) arising from the defectiveness or unlawfulness of the supplied materials or specifications.

4. Prices and Payment Terms

4.1. Unless otherwise stated in the concluded contract, our prices are ex warehouse and plus the respective valid statutory value-added tax.

4.2. All prices are exclusive of packaging and shipping costs; these will be invoiced separately, unless expressly agreed otherwise.

4.3. Changes in the value-added tax rate entitle us to adjust prices according to the change in the value-added tax rate.

4.4. For contracts with an agreed delivery time of more than four months from the conclusion of the contract, we reserve the right to increase prices according to increases in wage costs or material prices. If the increase is more than five percent of the agreed price, the Customer has a right of termination.

4.5. Unless otherwise stated in the concluded contract, the purchase price is due for payment without deduction within 10 days from the invoice date.

4.6. If the Customer is in default of payment obligations towards us, all existing claims we have against the Customer become due immediately.

4.7. E-invoicing obligation: The Customer acknowledges that from January 1, 2025, electronic invoicing in the domestic B2B sector will become partially mandatory. We are entitled to transmit invoices in electronic form. The Customer agrees to receive electronic invoices.

4.8. Extended payment terms: Payment terms of more than 60 days require an express and separate agreement, which must not be grossly disadvantageous to us. A mere inclusion in standard clauses is not sufficient for this.

5. Delivery

5.1. All delivery times are only binding if expressly confirmed by us in writing. In the event of impending delays, we will inform the Customer as soon as possible.

5.2. The delivery period is met if the goods have left our warehouse by its expiry or readiness for dispatch has been notified.

5.3. If the delivery time is delayed due to circumstances for which we are responsible, the Customer can only withdraw from the contract or demand compensation for non-performance if he has previously set us a reasonable grace period and this has expired fruitlessly.

5.4. Compensation for delay is limited to the compensation of foreseeable and typical damage and only arises if we are responsible for the exceeding of the deadline. In the case of slight negligence, the claim for compensation for delay damage is limited to 5% of the agreed order price.

5.5. In the event of shipping delays or necessary storage at the Customer's request or due to other reasons attributable to the Customer, incurred costs or reasonable costs will be charged.

5.6. Delays due to force majeure or due to events that significantly impede or make it impossible for us to provide the service – even if they occur with our suppliers or subcontractors – are not our responsibility even if deadlines and dates have been bindingly agreed, unless we are responsible for the impediment or were already in default with our service for another reason.

6. Transfer of Risk, Transport Insurance

6.1. Unless otherwise stated in the concluded contract, delivery ex warehouse is agreed, so that the dispatch of the goods is at the Customer's expense and risk.

6.2. The risk passes to the Customer when the delivery item has left our warehouse.

6.3. If dispatch is delayed due to circumstances for which we are not responsible, the risk passes to the Customer from the day of readiness for dispatch and its notification to the Customer.

7. Defects, Warranty

7.1. For commercial purchases with merchants within the meaning of the HGB, § 377 HGB applies.

7.2. The limitation period for claims for defects is 12 months.

7.3. In the event of a defect, we are entitled, at our discretion, to repair or replace the goods.

7.4. Our warranty does not extend to damages caused to the Customer by improper handling or storage. Natural, customary or minor deviations in colour, odour, taste, structure, moisture or bulk density do not constitute a defect, provided that the agreed specifications are met.

7.5. Repairability: For B2B contracts concluded from January 1, 2028, repairability will be added as a feature of the legal concept of defect. If repairability is customary for goods of the same type and can be expected by the Customer, a good is defective if it is not repairable.

8. Liability

8.1. Unless otherwise agreed in these General Terms and Conditions, our liability for damages is excluded. This applies in particular to indirect damages or consequential damages including lost profits.

8.2. We are liable for damages insofar as these are covered by the liability insurance concluded by us.

8.3. We are liable according to the statutory provisions if we culpably violate an essential contractual obligation (cardinal obligation). In the event of only slightly negligent violation, our liability is limited to the compensation of foreseeable, contract-typical damage.

8.4. We are liable according to the statutory provisions in cases of intent and gross negligence.

8.5. Our liability according to the provisions of the Product Liability Act remains unaffected by this clause 8. Furthermore, the exclusions of liability do not apply in the event of culpable injury to life, body or health as well as in the event of a breach of a guarantee by us.

9. Retention of Title

9.1. Delivered goods remain our property until full payment of the remuneration. We reserve ownership of the delivered goods until all – including future – claims we have against the Customer from the business relationship have been fulfilled.

9.2. We are entitled to assert our rights from our retention of title – in particular the return of the goods delivered under retention of title – without a prior withdrawal from the respective purchase contract.

9.3. The Customer is obliged to notify us immediately of seizures of the goods subject to retention of title or other interventions by third parties and to inform the pledgees of our retention of title.

9.4. The Customer may resell or process the delivered goods in the ordinary course of business. The Customer hereby assigns to us, to secure the fulfilment of our claims, all future claims in the amount of the final invoice amount including value-added tax from a resale of our goods with all ancillary rights in priority. We hereby accept the Customer's declarations of assignment.

9.5. In the event of processing, combining and mixing of the goods subject to retention of title with other goods by the Customer, we are entitled to co-ownership of the new item in proportion to the invoice value of the goods subject to retention of title to the value of the other goods.

9.6. We are obliged to release the securities due to us at the Customer's request insofar as the value of the securities exceeds the claims to be secured by more than 10%.

10. Set-off, Right of Retention

A set-off by the Customer with counterclaims is excluded, unless the counterclaims are undisputed, recognised by us, legally established, or ready for decision in a judicial proceeding without further evidence. The assertion of a right of retention by the Customer is excluded, unless it is based on the same contractual relationship and the counterclaims are undisputed, recognised by us, or legally established.

11. Place of Performance

Unless expressly agreed otherwise, the place of performance is D-91583 Schillingsfürst.

12. Place of Jurisdiction, Applicable Law

12.1. If the Customer acts as a merchant within the meaning of the HGB, the place of jurisdiction is the registered office of Braun Foods eG. However, we are also entitled to sue the Customer at his general place of jurisdiction. Disputes arising from the cooperative membership relationship are governed by the provisions of the Articles of Association.

12.2. Substantive German law applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and private international law.

13. Additional Provisions

13.1. Packaging Act (§15 VerpackG): Insofar as the packaging supplied by us is to be classified as transport or commercial packaging within the meaning of §15 VerpackG, return and recycling will take place in accordance with legal regulations.

13.2. EU Packaging Regulation (PPWR): Insofar as the provisions of the European Regulation on Packaging and Packaging Waste (Packaging and Packaging Waste Regulation – PPWR) apply, the Customer undertakes to independently comply with the requirements applicable to it regarding the reduction of packaging waste, recyclability, and the use of recycled content in packaging supplied by the Customer or placed on the market by us on its behalf.

13.3. Digital Communication: Unless a stricter form is expressly required by law, text form, in particular by e-mail, is sufficient for communications, notices and contract processing.

13.4. Product Liability / Further Processing: The Customer is obliged to check the suitability of the goods for the intended use on his own responsibility before further processing or resale.