

# **General Purchase and Order Conditions**

**Hela Gewürzwerk Hermann Laue GmbH**

**(Status of: 1 July 2023)**

## **1. Order placement**

All orders for goods and services are - also in the future - subject to these Purchase and Order Conditions. We do not recognise any terms and conditions of the supplier that conflict with or differ from our Purchase and Order Conditions unless we have expressly agreed to their validity in writing. These are hereby objected to as a precautionary measure. Our Purchase and Order Conditions also apply if we accept the supplier's delivery without reservation in the knowledge that the supplier's terms and conditions conflict with and/or differ from our Purchase and Order Conditions.

Verbal agreements and other terms and conditions of the supplier are only valid if they are confirmed by us at least in text form. Our Purchase and Order Conditions only apply to entrepreneurs.

We may also demand changes to the delivery item or service after the conclusion of the contract and cancel the contract, in whole or in part, to the extent reasonable for the supplier. The supplier assumes the procurement risk for deliveries and services owed by it for its entire upstream supply chain, in particular with regard to self-supply by its upstream suppliers.

## **2. Delivery**

The agreed delivery dates are binding. Early deliveries are to be agreed by mutual consent. In the event of expected delays, the supplier has to notify us immediately in writing, stating the reasons, and offer a new delivery/performance date. We are entitled to withdraw if we do not agree with the new date offered and the supplier refuses a delivery/service within a reasonable grace period set by us. If we agree to a new date offered by the supplier or if the supplier accepts a grace period set by us, this does not constitute an extension of the contractually agreed delivery/performance date. Any claim for compensation for damage caused by the delay that has already arisen remains unaffected. If the supplier is in default with a delivery/service in whole or in part, we are entitled to the full extent of the statutory claims (damages/cancellation). Where in the case of successive delivery contracts and similar contracts, the supplier is in default with a partial delivery/performance, we are entitled to withdraw from the contract with respect to all outstanding partial deliveries/services after the grace period set by us for this partial delivery has lapsed without success and/or to demand damages in lieu of performance .

Partial deliveries always require our consent. If we accept them without prior

consent, this does not constitute a premature due date or consent to the assumption of any additional transport costs.

Excess and short deliveries are generally not in accordance with the contract and entitle us to reject the delivery.

### **3. Shipping**

Shipment is to be made in accordance with the agreed delivery terms to the address given in our order. The supplier is obliged to comply with all relevant shipping and declaration regulations, as well as any export and import modalities. Damages resulting from non-compliance with these regulations are to be borne by the supplier. The risk of loss or damage will not pass to us until the delivery has taken place. Each delivery must be accompanied by a specified delivery note stating our order number, the material, the type of packaging, Colli no., weight, batch number, organic labels if applicable and all other general delivery documents.

### **4. Insurance**

Costs for insurance are only to be borne by us if this has been agreed with us in advance. Acceptance of our order includes the obligation for the supplier to take out a liability insurance, also for product damage, with sufficient cover for personal injury, property damage and financial loss, prior to delivery or prior to the commencement of the work accepted, and to provide us with evidence of this on request.

### **5. Price and payment terms**

The price stated in the order is binding. Unless otherwise agreed, the agreed price includes delivery and packaging. Invoices are to be sent to us separately for each order directly upon dispatch of the goods, stating the order number. Our order number must be included in the invoices. The value added tax is to be shown separately. In particular, the type and scope of the delivery and service must be apparent from the invoice. Invoices sent late or incompletely may be settled by us with a deduction of the full cash discount even if the payment is delayed as a result. Assignments are excluded without our written consent. Section 354a of the German Commercial Code (HGB) remains unaffected. In the event of a default of payment, we owe default interest in the amount of 5 percentage points above the base interest rate pursuant to Section 247 of the German Civil Code (BGB).

We expressly object to clauses and arrangements containing automatic price adjustment mechanisms, stable value clauses or unilateral price adjustment rights for the supplier.

The respective price is understood to be in euros, unless another currency is agreed in writing.

## **6. Warranty**

The supplier owes defect-free deliveries. He assures that the goods are free from material defects and defects of title, in particular, that they are in accordance with the specifications of the respective goods and comply with the agreed quality as well as the further subjective and objective requirements (Section 434 BGB) and the information in the order/contract as well as the declaration of conformity; The supplier grants a warranty for the use of flawless material, meeting our requirements and for the proper execution of the orders. The supplier is responsible for executing the order in such a way that the statutory provisions, in particular the law on technical work equipment and consumer products, the accident prevention regulations of the employers' liability insurance associations, as well as the latest versions of the DIN and VDE regulations are complied with. Furthermore, the supplier has to ensure that the rights of third parties are not infringed by the delivery and use of the delivered items. Otherwise, it undertakes to indemnify us against claims for damages by third parties. We are entitled to the statutory warranty claims in full. The respective statutory limitation periods apply. The supplier has to ensure that the legal provisions applicable to the execution of the order, in particular those of the EU market regulation, food law, as well as all other relevant regulations and official directives, are complied with. The supplier undertakes to comply with the Code of Conduct, which is available on Hela's website.

The statutory provisions apply in full to our claims and rights in the event of material defects and defects of title and their limitation. Any warranty claims are in addition to that. The payment of invoices in the ordinary course of business never constitutes a waiver of warranty claims.

## **7. Duty to reprimand**

Complaints received by the supplier within a period of five working days, calculated from receipt of the goods, or in the case of hidden defects from the time of discovery, are always deemed to have been made without delay within the meaning of Section 377 HGB. In the case of delivery of non-fungible goods, Section 377 HGB does not apply. The preliminary handling of the rejected goods is generally governed by Section 379 HGB.

## **8. Retention of title**

The transfer of property to us takes place at the time of delivery. A retention of title to the goods on the part of the supplier is hereby excluded. This applies in particular, but not exclusively, to an extended reservation of title, a forwarded reservation of title and a reservation of title extended to further processing.

## **9. Product liability**

Insofar as the supplier is responsible for a product damage, it is obliged to indemnify us against claims for damages by third parties upon first request, insofar as the cause lies within its sphere of control and organisation and it is

itself liable in relation to third parties. If we are obliged to carry out a recall action towards third parties due to a defect in a product supplied by the supplier, the supplier will bear all costs associated with the recall action. Further statutory claims remain unaffected.

## **10. Security**

If employees or agents of the supplier work on our premises, the supplier must ensure that they comply with the applicable safety and accident prevention regulations and observe the operation regulations issued by the plant. The supplier has to draw the attention of its employees or agents to these regulations continuously. If the supplier does not remedy a violation of these regulations within two weeks after a written warning, or if there are repeated serious violations of these regulations, we are entitled to an immediate, extraordinary termination of the contract. Damages resulting from non-compliance with these regulations are to be borne by the supplier.

## **11. Deterioration of assets**

If, after the conclusion of the contract, it becomes apparent that our claim to counter-performance is jeopardised by the supplier's lack of ability to pay (e.g. a cessation of payments, an application for the opening of insolvency proceedings), we are entitled at our discretion, without prejudice to other rights, to withdraw from the contract without setting a deadline or to terminate the contract for good cause or to refuse our performance until the supplier effects the counter-performance or provides security for it.

## **12. Designs, drawings, models, secrecy**

All information obtained during the business relationship with us (in particular drafts, drawings, models, recipes and knowledge of technology and production processes), which is made available to the supplier by us, which is produced according to our specifications or which is obtained in the course of the performance of the service, remains our property (or becomes our property at the time it is created) and may not be used for any other purpose or brought to the attention of third parties. These have to be surrendered to us upon request.

## **13. Set-off, retention**

The supplier is only entitled to any statutory right of set-off in respect of undisputed, legally established claims. Any statutory right of retention or right

to refuse performance only exists in respect of such undisputed or legally established claims that arise from the same contractual relationship with us.

## **14. Socio-ecological and ethical compliance**

The supplier undertakes to respect the socio-ecological and ethical requirements of our Code of Conduct ("**Behavioural Obligations**"), to comply with them and to address them appropriately within its own supply chain vis-à-

vis upstream suppliers. Upon request by us, the supplier will submit a sustainability questionnaire within a reasonable period of time (usually 2 weeks). The supplier acknowledges that compliance with the Behavioural Obligations is essential for a cooperation with us. In the event of contradictions, the provisions of these Conditions of Purchase take precedence over the provisions of the Code of Conduct.

The supplier is obliged to duly inform the Principal on an ad hoc basis, about the implementation of the Behavioural Obligations and about identified violations and risks in its supply chain. We have the right to audit compliance with the Code of Conduct.

The focus of our interest is our claim to comply with the Behavioural Obligations with the aim of minimising risk. Details on preventive and remedial measures as well as any claims for damages can be found in the Code of Conduct.

## **15. Place of performance, place of jurisdiction, governing law**

The place of performance for the delivery, service or any subsequent performance is the place of delivery specified by us. The place of payment for our payment obligations is Ahrensburg. The place of jurisdiction for both contracting parties is Ahrensburg. However, in all cases, we are also entitled to bring an action at the place of performance of the delivery or service or at the general place of jurisdiction of the supplier.

The law of the Federal Republic of Germany applies exclusively, to the exclusion of private international law and the Uniform Law on the International Sale of Goods (CISG).