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## 1. Terms of Purchase EN

### I. General, area of application

- a. Our business relations with entrepreneurs, legal persons under public law and special funds under public law will be governed exclusively by our General Purchasing Conditions. They will apply also for all future business relations with our suppliers even if not expressly stipulated again.
- b. Upon the placing of an order, the supplier recognizes our General Purchasing Conditions as solely binding, waiving later revocation.
- c. Our General Purchasing Conditions are, however, deemed accepted upon receipt of the supplier's deliveries and services by us at the latest.
- d. References of the supplier to its own terms and conditions of business, in particular, its own general delivery conditions, are hereby expressly rejected. We will not be bound thereby even if we do not expressly reject them in the individual case.
- e. Deviating conditions of the supplier or agreements apply only if expressly confirmed by us in writing.
- f. References to the application of statutory provisions only serve clarification purposes. Therefore, the statutory provisions apply even without such clarification, unless modified directly by these General Purchasing Conditions.

### II. Order, order acknowledgement, items to be produced

- a. All orders and changes and additions to orders already placed must be acknowledged in writing without delay. The supplier shall be obligated to accept our contract within 3 working days from receipt thereof by the supplier; otherwise we will no longer be bound by such order.
- b. For all purchase orders we require an order confirmation. Confirmation with an actual delivery date must be available Road: within 24 hours Sea/Air: confirmation receipt of purchase order within 24 hours, confirmation delivery date within 72 hours (ETD and/or ETA). Where the acceptance and/or acknowledgement of an order by the supplier deviates from our order, the supplier shall be obligated to expressly draw our attention to this fact. In this case, a contract will be formed only at the time when we give our written consent.
- c. If and to the extent that the supplier undertakes to produce and supply movable items, title thereto shall be transferred to us regardless of the statutory ownership situation. This applies to both series manufacture by the supplier as well as individual production (non-fungible items) for us. Therefore, the law relative to contracts of purchase and sale (Sections 433 et seq. BGB [German Civil Code]) shall be applicable to the contractual relationship between the supplier and us – as the case may be, in accordance with Section 651 BGB – unless otherwise stipulated hereinafter.

### III. Prices, terms of payment

- a. The price shown in the order is binding. In the absence of any written agreement to the contrary, the price is „delivered free" to the address specified in our order, including packaging. Value-added tax at the prevailing rate must be shown separately.
- b. Invoices can be processed by us only if they, in compliance with the requirements of our order, provide for the order number specified therein; the supplier shall be responsible for all consequences of non-fulfilment of this obligation. Please consider the following instructions for invoices:
  - Send per E-mail as PDF to the E-mail address for invoices
  - Contain our purchase order number and order position
  - Freight costs stated separately on the invoice.

- c. Unless otherwise agreed in writing, we will pay the purchase price with 3% discount within fourteen (14) days of delivery and receipt of invoice or net within forty-five (45) days of receipt of invoice.
- d. We will, however, not be in default of payment [Zahlungsverzug] without request for payment issued by the supplier.

#### IV. Delivery period, default in delivery

- a. The delivery period stated in the order is binding. The delivery period commences on the ordering date. If the supplier does not perform within the delivery period specified in the order, the supplier shall be in default [Verzug] according to the statutory provisions without warning.
- b. The supplier shall be obligated to immediately notify us in writing if any circumstances occur or become obvious to the supplier which indicate that the agreed delivery period cannot be met.
- c. If the supplier defaults in delivery [Lieferverzug], we will be entitled to claim flat rate damages caused by default in an amount equal to 1% of the delivery value for each completed week, but not more than 10%. Further statutory claims are due to us in full and are hereby expressly reserved. The supplier is, however, entitled to prove to us that no damage or substantially smaller damage has been caused to us as a result of the supplier's default in delivery [Lieferverzug].

#### V. Delivery, passing of risk, default in acceptance, documents

- a. Delivery shall, according to our instructions, be made „free place of destination" to such place unless otherwise agreed in writing. This place of destination is also the place of Performance.
- b. The risk of accidental loss and accidental deterioration of the goods will pass to us upon delivery of the goods at the place of performance. It will be deemed equal to delivery if and when we are in default in acceptance [Annahmeverzug].
- c. The risk will pass to us only upon delivery and/or default in acceptance even if the goods have been lost or have deteriorated or cannot be processed as a result of a defect of the material supplied by us or as a result of Instructions given by us for the processing; Section 645 (1) BGB is not applicable insofar even if the goods are no fungible goods. Our further liability based on fault remains unaffected within the meaning of Section 645 (2) BGB.
- d. The statutory provisions apply to default in acceptance subject to the provision that an offer of the supplier is required even where our co-operation must be preceded by a calendar-based event (for example, notification of a specific work progress by the supplier); hence, Section 296 sent. 2 BGB is not applicable insofar.
- e. The supplier shall be obligated to indicate our order number in all shipping documents and delivery notes. If the supplier fails to do so and this results in delay in processing, we will not be responsible therefore.

#### VI. Logistics Manual EN

The supplier is required to ensure that each container is in a clean and proper condition prior to loading. Materials packaged in packages that are leaking, rusted, soiled, or otherwise damaged may be rejected and returned at the supplier's expense. Repackaging of goods at the supplier's expense is possible. In the case of refrigerated containers, all shipments must be equipped with a data logger. Containers should not contain more than 2 batches. Goods transported by Road/Sea/Air must be properly secured in conformance with the transport of dangerous goods regulations. In the case of non-conforming products, the maximum time for a response is 10 days.

i. Pallets

Pallet Type	Pallet Definition	Max. Pallet Size (mm)	Max. Pallet height (incl. pallet) (mm)	Max. gross weight (incl. pallet) (kg)
EURO H1 pallet	Plastic, New, Returnable	800 x 1200	1994 1000	1000
EURO pallet	Wood, According to EN 13698-1 standard or UIC 435-2, Returnable, new or min A quality, • IPPC-Standard for pest-free wood (heat treated / ISPM15)	800 x 1200	1994	1000
Industrial pallet	Wood, DIN 13698-2 or EN 13698-2, Returnable, IPPC-Standard for pest-free wood (heat treated / ISPM15)	1000 x 1200	1994	1000
Container/IBC 1750 1150	Steel/Plastic	1000 x 1200	1750	1150

Pallets need to be clean and dry, not damaged

ii. Shipping Documentation

Required documents for shipping documentation:

- Label (necessary: Supplier product name, Supplier and our product number, Supplier batch and lot number, Country of origin, Date of production, Expiry date, Net weight, Amount, Good recipient)
- Certificate of Analyses (Supplier product name; Supplier product number; Supplier batch and lot number; Country of origin; Date of production; Expiry date; Net weight; Good recipient)
- Waybill or bill of lading (where applicable) (Shipper name; Consignee name and address; BL / AWB number; Number of packages; Gross and net weight; Description; H.S code; Freight prepaid or freight collect; Shipments storage condition)
- Customs documents with customs invoice (where applicable)
- Delivery Note (our address (goods recipient); Supplier name and address; Date of Creation and Delivery Note number; Pick-up date (If delivery is a pick-up order); our purchase order number and order position; Supplier Product Name; Supplier and our product code; Supplier Batch / Lot number; Country of Origin; Quantity and number of units; Overall weight; Net weight)

iii. Batch / Lot sample

Goods which are delivered in containers must be accompanied with a small batch sample. The batch sample must have a minimum quantity of 0,1 kg in order to secure goods reception checks, to conduct analytical or microbiological tests and to retain sample storage. Each batch supplied should have a reasonable remaining shelf life not exceeding at least half of the shelf life. (50% + 2 months).

iv. Sealing

Goods which are delivered in containers must be accompanied with a small batch sample. The batch sample must have a minimum quantity of 0,1 kg in order to secure goods reception checks, to conduct analytical or microbiological tests and to retain sample storage. Each batch supplied should have a reasonable remaining shelf life not exceeding at least half of the shelf

life. (50% + 2 months). The cargo must be protected against unauthorized access by sealing unless it is part loads. In other cases the packaging must be tamper proof. In addition to that each drum or container must be sealed. The seal numbers have to be mentioned in the delivery documents.

## v. Business Hours for good reception

Receiving truck (warehouse):

Mon.-Thurs.: 06.00 – 14.00

Fr.: 06.00 – 11.00

Goods receiving truck (production) :

Mon.-Thu.: 06.00 – 12.00

Fr.: 06.00 – 09.30

Saturday and Sunday: Closed

## VII. Warranty for defects of quality and defects of title

- a. The supplier warrants that the goods delivered comply with the statutory and regulatory provisions which apply to the use of the goods and, in particular, with the relevant food law provisions in case of food supplies, and that they are of the agreed quality. As regards the quality of the goods, at least those product specifications which are the subject of the order or which have been incorporated in the contract in the same way as these General Purchasing Conditions shall be deemed agreed upon. It makes no difference whether the product specifications originate from the supplier or from us as long as they are sufficiently designated in the order – also by way of reference.
- b. We shall inspect the goods in light of defects of quality within a reasonable period after receipt of the goods at the place of destination. The period for inspection and for making a complaint will be extended accordingly if we pass the goods on within the ordinary course of business and notify the supplier thereof in a timely manner.
- c. In case of defectiveness of the goods, we will be entitled to demand subsequent performance (repair or replacement) or reduction of the purchase price. Subsequent performance shall, at the supplier's cost and expense, be made, at our choice, through removal of the defect or through delivery of goods which are free of defects.
- d. In case of failure of the supplier's attempt of subsequent performance through removal of the defect or through delivery of goods which are free of defects, or if the supplier unjustifiably refused to make subsequent performance or if the supplier did not observe a reasonable additional period fixed by us, we will be entitled ipso jure to remove the defect ourselves and/or to have it removed by third parties by our order and to claim reimbursement of the expenses accruing therefor by the supplier.
- e. In all other respects, our statutory rights and claims such as rescission, damages, in particular, damages in lieu of performance, or reimbursement of expenses incurred in vain as well as the recourse rights pursuant to Section 478, 479 BGB remain unaffected and are expressly reserved. The statutory provisions apply also where the supplier warranted the quality of the goods or fraudulently concealed a defect.
- f. The supplier shall be liable for defects of title on a strict liability basis.
- g. The warranty period is 36 months from the passing of the risk.
- h. The aforesaid limitation period and the statutory limitation periods under the law relative to contracts of purchase and sale apply only as minimum periods to our non-contractual

damage claims in connection with a defect of the goods; in all other respects, the regular statutory limitation periods (Sections 195, 199 BGB) will apply. The same applies if and when the supplier fraudulently concealed a defect.

## VIII. Packaging

- a. The supplier undertakes, at the supplier's cost and expense, to take back transport packaging at the respective place of delivery. In the event that the supplier fails to fulfil this obligation, we are entitled to have the packaging removed and, if necessary, disposed of at the supplier's cost and expense.

## IX. Insurance

- a. All deliveries are insured by us, at our cost and expense, as from the passing of the risk; therefore, we do not accept any amounts invoiced to us for insurance as from the passing of the risk.

## X. Product liability

- a. If and to the extent that the supplier is responsible for loss or damage caused by the product, the supplier shall be obligated to indemnify us on first demand against damage claims of third parties as far as the cause is within the supplier's sphere of control and organisation and the supplier is liable to third parties.
- b. Within this scope, the supplier shall also be obligated to reimburse us any expenditure pursuant to Sections 683, 670 BGB arising from or in connection with a warning or recall campaign conducted by us. We will notify the supplier of the subject matter and the extent of the warning and/or recall campaign to be conducted, and do so before it starts as far as this is possible and can reasonably be expected, and give the supplier the opportunity to comment.
- c. The supplier undertakes to maintain a product liability insurance with lump sum cover of at least Euro 3 million for each instance of personal injury/damage to property. This shall be without prejudice to any further damage claims we may have against the supplier.

## XI. Intellectual property rights of third parties

- a. The supplier warrants that no patents or other intellectual property rights of third parties are infringed by the supplier's delivery and use thereof by us which is foreseeable by the supplier.
- b. If a third party asserts a claim against us for such infringement of its rights, the supplier shall be obligated to indemnify us against such claims on first written demand. If and when a declaration of indemnification has been issued, we are not entitled to make any agreements, in particular, no settlement agreement, with the third party without the supplier's consent.
- c. The supplier's duty of indemnification covers also all expenses necessarily incurred by us as a result of or in connection with the claim asserted against us by a third party.
- d. The foregoing does not apply if and to the extent that the supplier produced the goods on the basis of documents, samples, models or the like provided by us and did not know and did not have to know that intellectual property rights of third parties are infringed thereby.

## XII. Retention of title, intellectual property rights, provided items

- a. We recognise retention of title only until settlement of the invoice for the delivery in question. Extended or expanded retention of title is excluded even if we do not expressly object thereto.

- b. We retain title, copyright and other industrial property rights in goods, illustrations, drawings, calculations and other documents supplied for the purpose of executing the order.
- c. If and to the extent that we provide to the supplier or finance materials, parts or tools, we reserve title thereto. Such items must be stored and/or kept separately and may be used only for our orders. On our request, the supplier shall be obligated, at the suppliers cost and expense, to insure on a replacement value basis and to maintain and service the materials, parts or tools owned by us.
- d. Any processing or mixing by the supplier will always be made for us. If the goods to which we reserved title are processed or inseparably mixed with other items not owned by us, we acquire co-ownership of the new item in the proportion which the value of our items bears to the value of the other items at the time of processing or mixing.
- e. If mixing occurs such that the supplier's item is to be regarded as the main item, it is deemed agreed that the supplier transfers co-ownership to us on a pro rata basis; the supplier will hold the sole ownership or co-ownership for us.

### XIII. Confidentiality

- a. The supplier shall be obligated to treat strictly confidentially any and all data as well as the conclusion and the contents of the contracts and any and all received illustrations, drawings, calculations and other documents and information. They may be disclosed to third parties only with our express consent. The duty of confidentiality shall survive the expiration or termination of the contract. It will cease to apply only if and to the extent that the know-how contained in the illustrations, drawings, calculations and other documents made available has become generally known.

### XIV. Place of jurisdiction, place of performance

- a. The place of performance for the supplier's deliveries is the place to which the supplier is required to deliver the goods. The place of Performance for our payments is Mainz.
- b. The place of jurisdiction for all legal disputes arising from the contractual relationship or with respect to the creation or the validity thereof is Mainz or, at our choice, the supplier's place of general jurisdiction.
- c. The contractual relationship shall be governed by the laws of the Federal Republic of Germany with all international and supranational legal Systems, in particular, the United Nations Convention on Contracts for the International Sale of Goods being excluded.

## 2. Code of conduct for suppliers

### I. Preamble

Speyer & Grund and Feldmann (henceforth referred to as Speyer & Grund) committed itself to respect and promote principles on human rights, labour law and environmental protection and to operate in accordance with internationally recognised standards concerning these topics. In order to ensure the adherence to the principles of our own Code of Conduct we must address economic, social, environmental, ethical and human rights obligations and challenges throughout our supply chain. Hereinafter the detailed requirements on human rights, labour law and environmental protection to be fulfilled are listed. Apart from these requirements, all business partners must operate in accordance with respective national and international law or regulations and internationally recognised standards.

This Code of Conduct is based on the core principles contained in the following:

- ♣ International Bill of Human Rights

- ♣ Fundamental International Labour Organisation (ILO) Conventions
- ♣ Ethical Trading Initiative (ETI) Base Code
- ♣ Relevant United Nations Conventions and Guidelines
- ♣ Sustainable Agriculture Initiative (SAI) Farm Sustainability Assessment (FSA)

## II. Economic Sustainability

- a. We create, deliver and share values with all partners across the entire food & agricultural chain from farmers to consumers in order to build up, maintain and extend the economic viability.
- b. We respect and promote Fair trading practices at each stage of the value chain. (Ref. Sustainability Assessment of Food and Agriculture systems (SAFA); Guidelines of the Food and Agriculture Organization (FAO) of the United Nations).

## III. Health and Safety

- a) We shall provide a safe and healthy workplace environment and shall take effective steps to prevent potential accidents and injury to workers' health arising out of, associated with, or occurring in the course of work, by minimizing, so far as is reasonably practicable, the causes of hazards inherent in the workplace environment, and bearing in mind the prevailing knowledge of the industry and of any specific hazards (Ref. International Convention and Recommendations related to occupational health and safety; ILO Encyclopaedia on Health and Safety).
- b) We shall appoint a senior management representative to be responsible for ensuring a safe and healthy workplace environment for all personnel.
- c) We shall provide to personnel on a regular basis, effective health and safety instructions including on-site instruction and, where needed, job-specific instructions. Such instructions shall be repeated for new and reassigned personnel and in cases where accidents have occurred.
- d) We shall establish systems to detect, avoid, or respond to potential threats to the health and safety of personnel including emergency procedures. We shall maintain records of all accidents that occur in the workplace and in company-controlled residences and property.
- e) We shall provide at its expense appropriate personal protective equipment to personnel. In the trafficking event of a work related injury, our organisation shall provide first aid and assist the worker in obtaining follow-up medical treatment.
- f) We shall provide, for use by all personnel, access to clean toilet facilities, access to potable water, and, where applicable, hygienic facilities for food storage.

## IV. Working Conditions and Working Hours

- a) We shall ensure that terms and conditions of employment are fully understood and freely agreed.
- b) Our organisation shall not use labour-only contracting arrangements / consecutive short-term contracts / false apprenticeship schemes to avoid fulfilling its obligations to personnel under applicable laws pertaining to labour and social security legislation and regulations.
- c) The normal work week, not including overtime, shall not exceed 48 hours.
- d) Personnel shall be provided with at least one non-working day following every six consecutive days of working. Exceptions to this rule may be made only as per the national law and the freely negotiated bargaining agreement in force that allows work time averaging, including adequate rest periods.



- e) In cases where overtime work is needed in order to meet short-term business demand, our organisation may require such overtime work in accordance with individual or collective bargaining agreements. Any such agreement shall comply with the requirements above and local law.
- f) All overtime shall be reimbursed at a premium rate as defined and to the extent required by national law or bargaining agreements.

## V. Remuneration and Disciplinary Practices

- a) We shall respect the right of personnel to a living wage and ensure that wages paid for a normal work week shall always meet at least legal or industry minimum standards and shall be sufficient to meet the basic needs of personnel and to provide some discretionary income.
- b) We shall ensure that deductions from wages are not made for disciplinary purposes. Any exceptions to this rule shall be strictly according to national law or freely negotiated bargaining agreement (Ref. Bill of Human Rights).
- c) Neither we nor any entity supplying labour to us shall withhold any part of any personnel's salary, benefits, property, or documents in order to force such personnel to continue working for the company (Ref Bill of Human Rights).

## VI. Freedom Of Association and Right To Collective Bargaining

- a) All personnel of our organisation shall have the right to form, join, and organise trade unions of their choice or in-house worker association and to bargain collectively on their behalf with the company (Ref ILO Convention 87 and 98). We shall respect this right and shall effectively inform personnel that they are free to join an organisation of their choosing and that their doing so will not result in any negative consequences to them, or retaliation, from our organisation. We shall not in any way interfere with the establishment, functioning, or administration of such workers' organisations or collective bargaining.

## VII. Discrimination

- a) We shall not engage in or support discrimination in hiring, remuneration, access to training, promotion, termination, or retirement based on race, national or social origin, caste, birth, religion, disability, gender, sexual orientation, family responsibilities, marital status, union membership, political opinions, age, or any other condition that could give rise to discrimination (Ref. ILO Convention 111 and national legislation).
- b) We shall not interfere with the exercise of personnel's rights to observe tenets or practices, or to meet needs relating to race, national or social origin, religion, disability, gender, sexual orientation, family responsibilities, union membership, political opinions, or any other condition that could give rise to discrimination.
- c) We shall not allow any behaviour that is threatening, abusive, exploitative, or sexually coercive, including gestures, language, and physical contact, in the workplace and, where applicable, in residences and other facilities provided by the company for use by personnel.
- d) We shall treat all personnel with dignity and respect. Our organisation shall not engage in or tolerate the use of corporal punishment, mental or physical coercion, or verbal abuse of personnel. We shall not resort to any harsh or inhumane treatment of our personnel.

## VIII. Child Labour

- a) We shall not engage in or support the use of child labour (children below 15 years of age).
- b) Exceptions to this are permitted only in the cases of children working with their families, or at times of harvest season. However, the education of a child must not be

jeopardised by work. Children should receive equal pay to that of adults for equivalent work. In any case, no child shall be permitted to work at night or in hazardous conditions.

## IX. Further Aspects

- a) We respect the rights of all our stakeholders such as farmers, suppliers and workers.
- b) We are generally committed to improve livelihoods, promote and provide equal opportunities, so communities are attractive places to live, work and invest in.
- c) We pay attention to the respect of internationally recognised human rights, as per the International Bill of Human Rights and the ILO Declaration on Fundamental Principles and Rights at Work of all business partners in the entire value chain.
- d) We support suppliers, and if possible other companies in the entire value chain to evaluate their performance on social well-being in line with the SAFA guidelines.
- e) We believe that integrity and fair dealing are essential assets of our company and this should be reflected in all activities. We will not engage in any form of bribery or corruption in order to secure any kind of business advantage. Each employee has a responsibility to ensure that the company will not get involved in any kind of fraudulent business practice.
- f) We shall not engage in or support the use of forced, compulsory labour or others forms of labour exploitation as defined in ILO Convention 29 and 105 as well as the ETI Base Code, nor shall personnel be required to pay 'deposits' or lodge original identification papers with the company upon commencing employment. Version 2.1, page 6.
- g) Personnel shall have the right to leave the workplace premises after completing the standard workday, and be free to terminate their employment provided that they give reasonable notice to their employer.
- h) Neither we nor any entity supplying labour to our organization shall engage in or support any forms of modern slavery or trafficking in human beings to gain any kind of commercial or non-commercial advantage.

## X. Environmental Sustainability

- a) We pay special attention to food safety, optimised production and minimised wastage, provide nutrition and promote health support at all stages in the value chain. We strongly work on the minimisation of the adverse environmental impacts of activities, products and services through a proactive approach and responsible management of environmental aspects including, but not limited to: - Use of scarce natural resources, energy and water - Emissions to air and releases to water - Fertilisation management - Noise, odour and dust emission - Potential and actual soil erosion and contamination - Handling of hazardous and non-hazardous waste - Biodiversity - Product issues (design, packaging, transport, use and recycling/disposal)
- b) We support sustainable intensification of food systems to meet global needs by managing agriculture in several projects on the primary production level. The systems are designed to protect and enhance the environment and use natural resources efficiently and optimally.
- c) We identify any negative environmental impacts of our activities and take steps progressively to reduce the environmental impact where possible.
- d) In addition, the continuous improvement principle of the overall environmental performance is followed.
- e) We should act environmentally conscious and have to ascertain the compliance with all legislation of those countries in which the products are produced or performance is delivered. A certification according to an approved environmental standard (e.g. ISO 14001, ISO 50001) is favourable.

## XI. Other Aspects

- a) We shall participate in monitoring activities. Verification shall be carried out to ensure that provisions of this Code are met, in accordance with national legislations. In cases where they are not met, a programme of improvement shall be put in place for them to be met in future. The aim of the programme is to ensure that provisions of this Code are improved in consistence with the economic viability. The aim of verification is to improve economic, social, environmental, ethical and human rights performance in line with this Code and through appropriate corrective measures.
- b) We shall identify the root cause and promptly implement corrective and preventive action to resolve any identified non-conformance to the requirements.
- c) These commitments represent a minimum standard. Higher standards have to be met and complied with in case required by national and/or applicable supranational laws and legislation.
- d) In accordance with the Code of Conduct, we adhere to all applicable local, national, and supranational laws and regulations. This is the minimum acceptable standard for suppliers delivering to Speyer & Grund. In countries, or specific situations, where there is no law or regulation governing a particular activity or operation, it is guaranteed that the operations are consistent with the principles of this Code.
- e) We establish policies for social responsibility and the protection of the environment and implement these within a management system. This approach ensures that the requirements of the Speyer & Grund Code of Conduct can be achieved. The executive board is in charge of a correct realisation and continuous improvements in these implementations. The executive board takes corrective actions, controls continuously the compliance and has the responsibility to ensure, that all employees are informed about the requirements. In addition, the executive board edits indications of employees about the non-compliances with the Code of Conduct.
- f) Suppliers of our organisation are valued partners in the success of our business. Our relationships with suppliers are characterised by honesty and fairness, and we are committed to working with them to achieve responsible business practices in line with the standards in this Code.
- f) Speyer & Grund reserves the right to examine the compliance of the supplier with the Code. In case of findings in actions or circumstances, which do not comply with the Code, we preserve the right to request for remedial actions. Furthermore, Speyer & Grund reserves the right to resign contracts with those suppliers, who do not comply with the standards of the Code.