

Sales Terms and Conditions for Business

Version of January 1st 2023 (the 2011 German conditions are slightly adapted to include our Thai operations as well).

1. Validity

These conditions are valid, to the exclusion of other conditions, for all offers and contracts for which Foodtech Solutions [german: GmbH] [thai: Thailand Co., Ltd.] (hereafter the seller) as the seller, or persons authorised by it to conclude contracts on its behalf, have not agreed conditions to the contrary. The purchaser waives his terms and conditions of purchase by placing a contract.

2. Offers

All offers are subject to alteration; the seller reserves the right to withdraw an offer up to three working days after its acceptance by the purchaser.

3. Delivery location, Incoterms, Instalment Delivery.

All deliveries are made at the cost and risk of the purchaser on the basis of Incoterms 2020. Delivery is "Ex Works" our destined warehouse unless otherwise agreed. Should the purchaser not take delivery of the goods, the seller may store them at the cost and risk of the purchaser. Should no delivery deadline be agreed, the seller is to deliver the goods within a period that he deems appropriate taking into consideration the nature of the goods and other relevant circumstances known to the seller. Delivery and invoicing by instalment is permitted.

4. Exclusion of Assignment of Rights

The purchaser may not assign to third parties rights arising from business with the seller.

5. Term of Payment, Payment Alterations

Deliveries are subject on principle to payment in advance or payment on delivery. Even when otherwise agreed, the seller retains the right to deliver on the basis of payment in advance or

payment upon delivery should, in the opinion of the seller, it emerge after the signing of the contract that the financial situation of the purchaser provides reason for this, which, among other things, would be the cases should the purchaser not fulfil his obligations to the seller or another supplier punctually, and should the assets of the purchaser be impounded.

6. Off-setting Due Payments

Payments made to us will be credited against the oldest debt. The retention and offsetting of due payments against counterclaims of our contractual partner that are not expressly acknowledged by us in writing, including those arising from the guarantee, is not permitted.

7. Default

Should the purchaser be in default, the seller is entitled, on expiry of an appropriate deadline set by him, to withdraw from the contract or to demand compensation due to non-compliance with the contract.

8. Interest

In the case of default, the purchaser is liable to pay flat-rate interest on the basis of one percent per month or part thereof, calculated from the day on which the payment was due to the day the outstanding amount is paid, unless the purchaser is able to prove that no loss has been incurred or that the loss incurred is significantly lower, in which the lower loss has to be reimbursed.

9. Payments

Payments are always due in full: All cost of payment are on payer. Payments by cheque or bill of exchange are deemed fulfilled only after the cheque or exchange has been honoured by the purchaser.

10. Act of God

The seller has the right to defer fulfilling the contract should fulfilment be temporarily prevented by an Act of God. The seller is entitled to withdraw from the contract should an Act of God make fulfilment a complete impossibility. An Act of God shall be understood to be any situation,

unforeseeable at the time the contract was signed and beyond the seller's control, that prevents, be it temporarily or permanently, the fulfilment of the contract, including acts of war, mobilisation, fire, strikes, lock-outs, extreme weather conditions that hinder logistics, and complete or partial crop failures caused by unusual periods of drought or continuous or intensive rainfall, frost, plant diseases, pests, radioactivity, etc., in the areas from which the seller usually obtains raw materials. Regulatory measures that impede or financially prejudice the import, transit, or export of the sold goods entitle the seller to withdraw from the contract in respect of those sections not yet fulfilled, with no liability obligation to pay compensation. However, should the seller nevertheless undertake delivery, he can require the purchaser to reimburse him for any loss or damage caused by such measures.

11. Complaints

Identifiable claims regarding any incorrect execution of an order, including claims regarding the quality of the products supplied, must be made in writing within 3 business days of receiving the goods. In the case of faulty or defective goods, the seller is obliged to ensure that goods are either repaired free of charge or replaced, as seller may deem fit.

12. Rectification

Should the rectification of a defect fail, the purchaser is entitled to reduce the selling price or to withdraw from the contract. The purchaser is not liable for any loss arising from non-delivery or late delivery, arising from a breach of other contractual obligations, especially secondary contractual obligations, for a breach of obligation at the time of the conclusion of the contract, as well as for damages arising from unlawful action. This disclaimer of liability is no longer valid should the purchaser, his authorised representative or managerial staff be shown to have acted with wilful intent or gross negligence. This disclaimer of liability is also no longer valid in the case of initial incapacity or a breach of an obligation essential for achieving the purpose of the contract, unless due to slight negligence on the part of an agent. Liability is limited to the reimbursement of the usual foreseeable loss. Return goods are at the cost and risk of the purchaser and only permitted with the prior agreement of the seller.

13. Commissioned Production, Third-Party Rights

In the case of the production of goods on the basis of drawings, models, or archetypes provided by the purchaser, the purchaser guarantees unreservedly that the production and/or supply of such goods does not infringe upon any trademark, patent, utility patent or commercial patent right, or any other third-party right. Should a third party assert a claim against the production and/or supply

of the goods in question based upon any alleged such right, the seller is entitled without further ado to halt the production and/or supply immediately and to claim reimbursement for the costs incurred. This is without prejudice to any claim on the purchaser for compensation and without liability on the part of the seller to compensate him for any reason.

14. Product Information

The purchaser declares that he is aware of the attributes and properties of the products supplied to him and that he has also been duly informed about all the legal regulations pertaining to the goods supplied that he as recipient is required to observe. The purchaser commits himself to comply with the legal regulations when storing, selling, transporting, using, and handling in any other way, the good supplied.

15. Direct Liability

The purchaser shall protect the seller from all consequences arising from claims that may be made by the purchaser's customer against the seller on account of the goods bought, unless the seller, his authorised agent, or managerial staff can be shown to have acted with wilful intent or gross negligence.

16. Over-Delivery and Under-Delivery

In reference to the amount ordered, the seller reserves the right to a tolerance margin of 5% (plus or minus) in fulfilling the order.

17. Price Adjustment

The seller is entitled to pass on to the purchaser through a corresponding adjustment to the selling price any increase in cost prices, changes in exchange rates, customs duties, and all other external factors that increase the net cost price, which may arise after the signing of the contract of sale.

18. Data Protection

The purchaser hereby agrees to the computer storage and automatic processing by the seller or third parties mandated by the seller of data arising from their business relationship. The seller commits himself to using such data only within the scope of his own business operations and not to pass it on to any third party for external use.

See also our Privacy and Data Protection Policy. [LINK](#)

19. Retention of Property Rights

All delivered goods remain the property of the seller until all claims for payment arising from the business connection have been met in full, even should the purchase price for specifically identified outstanding accounts have been paid. In the case of treatment and processing, the seller is to be considered the manufacturer in the sense of § 950 BGB. The seller acquires ownership of intermediate and finished products, while the purchaser remains the custodian only. The purchaser may resell the goods supplied by us, and products arising from the processing of such goods, only in the orderly course of business. He hereby now relinquishes to the seller as security all claims that may arise from such resale or any other legal basis. Should the value of the objects supplied under the retention of property rights serving the seller as security exceed the aggregate sum due to seller by more than 20 %, then is the seller insofar obliged to reassignment at the request of the customer.

20. The Written Form

All agreements differing from those contained in the contract and in these General Terms and Conditions of Business, including any alleged verbal agreements or promises, are only valid if confirmed and validated by an authorised representative's signature.

21. Jurisdiction

[german: The contract is subject to German law. The court of jurisdiction is the relevant court for Eitorf.] [thai: All sales contracts are subject to Thai law. The court of jurisdiction is the relevant court for Amnatcharoen, Thailand]