

General Terms and Conditions of Delivery of Poppe & Groninger GmbH

3. Validity

- 3.1 The General Terms and Conditions (GTC) of P&G exclusively apply to all our business relationships with our customers („Buyers“).
- 3.2 Deviating, opposing, or supplementary terms and conditions of the Buyer will only become part of the contract if P&G has explicitly agreed to them in writing.
- 3.3 These GTC also apply to all future transactions between the parties, even if P&G carries out the delivery of goods with knowledge of differing or opposing terms.
- 3.4 These GTC apply only to businesses, legal entities under public law, or special public law funds.

4. Conclusion of Contract

- 4.1 P&G's offers are non-binding. A contract is concluded with P&G's written confirmation of the offer or upon delivery of the goods.

5. Quality of Goods, Delivery Quantity, Variations

- 5.1 The goods sold by P&G are generally natural products. Therefore, minor deviations in color, shape, composition, or filling height may occur, which we explicitly reserve the right to. Such deviations do not constitute defects.
- 5.2 Over- or under-delivery within industry standards is reserved, as these are due to the nature of the goods as natural products.

6. Delivery

- 6.1 Delivery is made ex warehouse Seevetal, which is also the place of performance. Delivery is made once the Buyer has fully paid the purchase price. At the request and expense of the Buyer, the goods will be shipped to another destination (shipment purchase). Unless otherwise agreed, P&G is entitled to determine the method of shipment (in particular, the transport company, shipping route, packaging).
- 6.2 The risk of accidental loss and accidental deterioration of the goods passes to the Buyer at the latest upon handover. In the case of a shipment purchase, however, the risk of accidental loss and accidental deterioration of the goods, as well as the risk of delay, passes to the Buyer upon delivery of the goods to the carrier, freight forwarder, or other person or institution designated to carry out the shipment. It is equivalent to the handover if the Buyer is in default of acceptance.

- 6.3 If the Buyer is in default of acceptance, fails to cooperate, or if delivery is delayed for other reasons for which the Buyer is responsible, P&G is entitled to claim compensation for the resulting damage, including additional expenses (e.g., storage costs).

- 6.4 P&G may postpone the agreed delivery date in the event of force majeure, operational disruptions, transport delays, labor disputes, or if P&G is not supplied correctly or on time itself (self-supply reservation), to a date after the impediment has ended. The self-supply reservation applies only in the case of a congruent hedging transaction.

7. Prices and Payment

- 7.1 All prices are ex-warehouse Seevetal, plus the applicable statutory VAT and including packaging costs, unless otherwise expressly agreed.
- 7.2 The purchase price is due for payment immediately. The Buyer is in default at the latest 14 days after receipt of the invoice without further reminder. In the event of default, interest of 8 percentage points above the respective base rate will be charged on the due amount.

- 7.3 In the case of a shipment purchase according to clause 4.1, the Buyer bears all shipping costs, excluding packaging costs.

8. Extended Retention of Title

- 8.1 Until all claims of P&G against the Buyer from the purchase contract and ongoing business relationship, including existing and future and all balance claims from current accounts, are fulfilled, P&G retains ownership of the delivered goods (reserved goods).
- 8.2 In the event of the Buyer violating the contract, including payment default, P&G is entitled to demand the return of the reserved goods after setting a reasonable deadline.
- 8.3 The Buyer is entitled to resell the reserved goods in the ordinary course of business. In this case, however, he already assigns all claims from such resale, whether before or after processing the reserved goods, to P&G.
- 8.4 Regardless of P&G's authority to collect the claim itself, the Buyer remains authorized to collect the claim even after the assignment. In this context, P&G agrees not to collect the claim as long as the Buyer meets his payment obligations, no application for the opening of insolvency or similar proceedings has been filed, and there is no cessation of payments. Any processing or transformation of the reserved goods by the Buyer is always carried out for P&G.

If the reserved goods are processed with other items not belonging to P&G, P&G acquires co-ownership of the new item in the proportion of the value of the reserved goods (final invoice amount including VAT) to the other processed items at the time of processing.

For the new item resulting from processing, the same applies as for the reserved goods. If the reserved goods are inseparably mixed or combined with other items not belonging to P&G, P&G acquires co-ownership of the new item in the proportion of the value of the reserved goods (final invoice amount including VAT) to the other mixed or combined items at the time of mixing or combination.

If the Buyer's item is to be regarded as the main item, the Buyer and P&G already agree that the Buyer transfers proportional co-ownership of this item to P&G. P&G accepts this transfer. The Buyer will store the resulting sole ownership or co-ownership of an item for P&G.

If the purchase price has not been fully paid, the Buyer must immediately inform P&G in writing if the goods are encumbered with third-party rights or subjected to other third-party interventions. In this case, he must also point out P&G's ownership of the reserved goods.

- 8.5 Insofar as the above-mentioned securities exceed the claims to be secured by more than 10%, P&G is obliged to release the securities at P&G's discretion upon the Buyer's request.

9. Warranty

- 9.1 A prerequisite for the Buyer's claims for defects is that he has complied with his obligation to inspect and give notice of defects (§§ 377, 381 HGB). If the Buyer fails to properly inspect and/or notify of defects, P&G's liability for the unreported defect is excluded.
- 9.2 In the case of material or legal defects, the Buyer has the right to subsequent performance. This will be carried out at P&G's discretion in the form of defect rectification or replacement delivery. If subsequent performance fails, the Buyer is entitled to reduce the purchase price or withdraw from the contract after setting a reasonable deadline.
- 9.3 Claims for material and legal defects expire within 12 months after the transfer of risk.
- 9.4 P&G does not provide any guarantees regarding the quality or durability of the goods. In the case of delivery of samples and specimens, their properties are not considered guaranteed unless otherwise expressly specified in writing.

10. Liability

- 10.1 P&G is fully liable for damages resulting from injury to life, body, or health based on a breach of duty by P&G, a legal representative, or an agent of P&G, as well as for damages caused by the absence of a guaranteed quality by P&G or in the case of fraudulent behavior by P&G.
- 10.2 P&G is fully liable for damages caused intentionally or through gross negligence by P&G, a legal representative, or an agent.
- 10.3 In the case of slightly negligent breaches of cardinal obligations, P&G is liable, except in the cases of clauses 8.1, 8.2, or 8.4, limited to the contract-typical foreseeable damage. Cardinal obligations are abstractly those obligations whose fulfillment makes the proper execution of a contract possible in the first place and on whose compliance the contractual parties regularly trust.
- 10.4 Liability under the Product Liability Act remains unaffected.
- 10.5 The limitation period for claims for damages against P&G is one (1) year except in the cases of clauses 8.1, 8.2, or 8.4.
- 10.6 P&G is liable for damages exclusively according to the provisions of this clause. Any further liability is excluded.

11. Miscellaneous

- 11.1 The Buyer may only assign his rights from the contract with P&G's prior written consent.
- 11.2 The Buyer is only entitled to set off claims if his counterclaims are undisputed or legally established. The Buyer may only assert rights of retention due to counterclaims from the same contractual relationship.
- 11.3 This contract is governed by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.
- 11.4 The exclusive place of jurisdiction for all disputes arising from or in connection with this contract is Seevetal.