

**- General Purchasing Terms and Conditions of Bauck GmbH for
Supplier/Contractor Deliveries/Services -**

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General - Area of Application

1. Our purchasing terms and conditions shall apply exclusively; we shall not recognise and/or accept the contractor/supplier's (hereinafter referred to collectively as the 'Supplier') terms and conditions that conflict with or deviate from our own purchasing terms and conditions unless we explicitly agree to their validity in writing. This shall also apply to terms and conditions referred to in order confirmations or other confirmations of the Supplier. The acceptance of deliveries/services shall not represent acceptance of terms and conditions of the Supplier. Our purchasing terms and conditions shall also apply if the agreement signed with the supplier is performed without reservation in spite of knowledge of terms and conditions that conflict with, supplement, or deviate from our own purchasing terms and conditions.
2. All agreements made between us and the Supplier which alter or supplement these terms and conditions must be concluded in writing. This shall also apply to the requirement of the written form.
3. The 'Einheitsbedingungen im Deutschen Getreidehandel' [unified conditions of the German grain trade] including the 'Zusatzbestimmungen für den Handel von Biogetreide und verwandte Produkte' [supplemental conditions for trade with organic grain and related products] as currently amended shall apply supplemental and be subordinate to these General Purchasing Terms and Conditions.

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Offer Documents

We reserve the right of ownership and copyright to images, drawings, calculations, and other documents; these may not be made accessible to third parties without our explicit written consent. They must be used exclusively for production based on our order; they must be returned to us unrequested upon completion of the order. They must be kept confidential vis-à-vis third parties.

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Prices, Conditions of Payment

1. In case of doubt, agreed prices shall be fixed prices and shall exclude additional claims. Unless agreed otherwise in writing, the price shall include 'free delivery' of packaging. We shall not be obligated to return the packaging. The Supplier shall be obligated at our request to collect and dispose of its packaging materials at the point of receipt at its own expense.
2. We shall only remunerate additional deliveries/services and/or amendments to deliveries/services if a supplementary agreement has been concluded in writing prior to their execution.
3. All claims due shall be paid within 21 days including a 2% discount or within 45 days of receipt of the invoice.
4. The payment period shall begin with our receipt of an auditable (final) invoice, but not prior to the date of performance of the contractual duty in exchange for confirmation of receipt and acceptance thereof.
5. If progress payments are agreed, then the payment term shall begin with the date of receipt of an auditable partial invoice, but not prior to transfer of an agreed security.
6. Section 286 paragraph 3 of the German civil code ('BGB') shall not apply.

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Assignment of Claims, Right of Retention, Offsetting

1. The Supplier is prohibited from assigning any claims against us to third parties.
2. The Supplier shall not be entitled to retention rights if they are based on counter-claims arising from other legal transactions with us.
3. The Supplier may only offset with claims (also from other legal relationships) which are undisputed or which have been established by final judgement.
4. We are entitled to offsetting rights and retention rights within the limits of statutory regulations.

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Performance of Contractual Duties, Transfer, Ownership

1. We may inform ourselves regarding the contractual execution of the delivery/service within the business or operating hours of our Supplier. In this respect, access to the production facilities of our Suppliers must be granted upon prior notice, to our employees, and our representatives. Upon request, we must be provided with documents required for our information for inspection purposes. We may demand copies of appropriate documents if they are required as proof of adherence to due diligence regulations.
2. The Supplier may only engage third parties to perform a delivery/service owed by him or major parts thereof with our prior written consent.
3. Materials provided by us shall remain our property and must be stored separately, labelled, and administrated free of charge. They may only be used for the purposes of the corresponding Agreement. Any processing or reshaping of materials provided by the Supplier shall be carried out for us. If materials provided by us are processed with other objects not belonging to us, then we shall acquire joint ownership of the new object at a ratio of the value of our materials to the other processed objects at the time of processing.
4. When dispatched (either to us or to a third party specified by us), the goods ordered shall immediately become our property. We shall always be entitled to resell the delivered goods.

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Delivery Period, Delivery, Default

1. The agreed delivery period and time of performance shall be binding.
2. Deliveries to our incoming goods department must be carried out at the delivery address within the standard opening hours of the respective warehouse. The Supplier shall be obligated to check the opening hours of the unloading point before making the delivery. We shall be entitled to reject goods offered to us outside of these opening hours.
3. The Supplier must immediately inform us in writing if circumstances arise or become known to him under which the defined delivery period and time of service cannot be adhered to.

4. In case the Supplier is in default with one of his contractual obligations, we shall have full statutory rights. In the event that the Supplier is in default with one of his contractual obligations, we shall be entitled to charge a contractual penalty of 0.3% of the value of the delivery/service in arrears per day, up to a maximum of 5% of the total order value. The contractual penalty shall be deducted from the total value of claims for damages caused by the default. We reserve the right to claim the contractual penalty until the final payment has been made.
5. If we are in default of acceptance or in debtor's delay, claims for compensation of expenses incurred by the Supplier shall be restricted to 0.5% of the delivery value per completed week, provided the default is not the result of intent or gross negligence.

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Notice of Concern, Obstruction Notice, Force Majeure

1. The Supplier shall immediately inform us in writing in case of any concerns regarding our desired method of performance of the delivery/service, or in case his performance of the delivery/service appears to be hindered by us or third parties.
2. If the execution period is expected to be exceeded as a result of force majeure, we shall be entitled to demand the delivery/service from the Supplier at a later date under the conditions originally agreed, or we shall be able to partially or fully withdraw from or terminate the Agreement upon expiry of a reasonable grace period. Statutory claims for damages which we are entitled to shall remain unaffected.

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Termination or Withdrawal due to Important Reason

We may withdraw from or terminate the Agreement for cause, especially if the Supplier has filed an application to initiate insolvency proceedings, if the Supplier has stopped his payments for longer than a temporary period of time, if insolvency proceedings have been initiated against the Supplier or if the initiation of insolvency proceedings against the Supplier has been rejected due to lack of assets.

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Acceptance, Submission of Notice of Defects, Transfer of Risk and Ownership

1. Handing over must take place at the agreed delivery address for each delivery/service provided by the Supplier against confirmation of receipt, unless acceptance of the delivery/service has not been agreed upon separately in writing.
2. Delivery must be made to the indicated delivery address at the expense and risk of the Supplier, unless agreed otherwise in writing.
3. Deviating from Section 377 of the German commercial code ('HGB'), we shall be entitled to provide notice of deviations in quality or quantity within a period of two weeks after full delivery of the goods. In case of hidden defect we shall be entitled to provide notice thereof within two weeks of discovery of the hidden defect.
In case the delivery is not made to us, but directly to a third party specified by us, the agreed period for submission of notices of defects for any defects discovered shall begin upon delivery of the goods to such third party.
4. If the contractual delivery/service or parts thereof are rejected as non-contractual after performance is completed against confirmation of receipt or on the acceptance date, the Supplier shall be obligated to immediately retrieve the contractual delivery service or performed parts thereof at his own expense. If a reasonable retrieval period should elapse, then we shall be entitled to return the contractual delivery/service or performed parts thereof to the Supplier at the expense of the Supplier. Even in these cases, risk shall not transfer to us prior to a new transfer against confirmation of receipt or acceptance.
5. The Supplier must provide a new delivery of the replacement objects or the contractual performance or parts thereof at its own cost and risk. Such new delivery must be made to and accepted again at the agreed delivery address against confirmation of receipt or acceptance.

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Characteristics, Claims for Defects, Liability

1. Goods delivered to us must meet the statutory requirements of the member states of the EU, especially with regard to quality and labelling. This applies in particular to the delivery of foods, additives, and the packaging thereof. If the goods delivered to us are obviously intended to be delivered on to states outside the EU, the goods must meet the authoritative statutory requirements applicable there. At our request, any assessments, analyses and product samples necessary for the purpose of examining quality must be made available immediately and free of charge.
2. The Supplier guarantees that foods and additives delivered to us neither contain nor consist of any genetically modified organisms declarable under the applicable EU regulations.
3. We shall be entitled to the full statutory claims for defects with the following proviso:
 - a) The Supplier shall remain responsible for his delivery/service and performance thereof free of defects, even if we have signed, approved, stamped, or marked the plans, drawings, calculations and other planning documents submitted by the Supplier with a 'seen' indication (or a similar mark).
 - b) In cases of particular urgency and/or exigent circumstances, we shall be entitled to remedy defects ourselves or have them remedied if it would be unreasonable for us to set a subsequent performance deadline. We shall be entitled to demand reimbursement of the necessary expenses in this regard. We shall immediately inform the Supplier of such warranty claims as well as the type and scope of the urgent measures implemented.
4. The limitation period vis-à-vis claims for defects shall be based on statutory provisions, subject to the following:
 - a) The limitation period shall be extended by the time during which the defective delivery/service cannot be used.
 - b) The limitation period shall be suspended by receipt of a notice of defects.
 - c) The limitation of the claims for defects pursuant to clauses 3 a) and 3 b) shall also be suspended if the Supplier himself checks for the existence of defects. The suspension of the limitation period shall not end before the Supplier informs us in writing that negotiations regarding claims for defects have ended, or the result of the examination is sent to us, or the Supplier refuses in writing to continue remedying the defect. Continuation of negotiations, examinations, or remedy measures shall cause the limitation period to be suspended again.
5. The Supplier shall be liable according to statutory regulations.

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Product Liability, Indemnity, Indemnity Insurance

1. Insofar as the Supplier is responsible for product damages, the Supplier shall be obligated to indemnify us against third-party claims for damages upon our first request, provided the cause lies within its influence and organisational area and the Supplier himself is liable in relation to third parties. Any additional statutory claims to which we are entitled shall remain unaffected.
2. If the Supplier is liable according to the above clause, he shall also be obligated to reimburse any expenses arising from or in connection with a recall carried out by us. We shall inform the Supplier (provided this is possible and reasonable) of the subject and scope of the recall measures to be carried out and allow the Supplier to state his position.
3. The Supplier shall undertake to maintain product liability insurance with a flat insured sum of 2 million Euros per instance of personal injury or property damage; in case we are entitled to additional claims for damages, these shall remain unaffected.

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Property Rights

1. The Supplier guarantees that he is the holder of all rights connected to his delivery/service and that he is not in violation of any third-party rights (in particular copyrights and patent, utility model, and trademark rights).
2. If we are sued by any third party due to alleged property right violations, the Supplier shall be obligated to indemnify us against such claims at our first written request. The obligation of the Supplier to indemnify us shall encompass all damage and expenses arising against us in connection with the third-party lawsuit.

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Confidentiality

The Supplier shall be obligated to keep all received images, drawings, calculations, recipes and other documents or information, including agreed prices, strictly confidential. This information may only be disclosed to third parties with our explicit written consent. This confidentiality obligation shall remain in effect even after completion of this Agreement; it shall expire if and insofar as the production knowledge contained in the transferred images, drawings, calculations, and other documents becomes generally known without representing a violation of this confidentiality obligation.

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Place of Jurisdiction, Applicable Law, Written Form

1. Insofar as legally permissible, the place of jurisdiction shall be the location of our main offices. For framework agreements, this jurisdiction shall also apply to disputes in connection with individual release orders. However, we shall also be entitled to file lawsuits against the Supplier at his main offices. Section 1 of the unified conditions of the German grain trade is hereby explicitly waived.
2. The applicable law shall exclusively be the law of the Federal Republic of Germany, with the exclusion of the UN Convention on Contracts for the International Sale of Goods (uniform UN law on the sale of goods) and any conflict of law regulations under which foreign law would be applicable.