General Terms and Conditions of Purchase Bahlsen GmbH & Co. KG (Germany)

§ 1 General Provisions – Scope of Application

(1) Our Terms and Conditions of Purchase apply exclusively. Conflicting, supplementary or deviating terms and conditions of the supplier shall only become part of the contract if we have expressly agreed to their validity in writing. Our Terms and Conditions of Purchase shall also apply if we accept the supplier's delivery without reservation in the knowledge of conflicting or deviating terms and conditions of the supplier. If the supplier does not agree with the above provision, he must explicitly point this out immediately in a separate letter. In this case, we reserve the right to withdraw the order without any claims of any kind being made against us.

(2) Individual agreements made in individual cases, including any amendments, concluded between us and the supplier for the purpose of executing this contract shall in all cases take precedence over these Terms and Conditions of Purchase. A written contract or our written confirmation shall be decisive for the content of such agreements. In case of doubt, commercial terms shall be interpreted in accordance with the Incoterms® issued by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract.

(3) Legally relevant declarations and notices to be submitted by the supplier to us after conclusion of the contract (e.g. setting of deadlines, reminders, declaration of withdrawal) must at least be in text form to be effective.

(4) Our Terms and Conditions of Purchase apply only to entrepreneurs within the meaning of § 14 BGB (German Civil Code), as well as to legal entities under public law or special funds under public law. The AEB in their respective version shall also apply as a framework agreement for all future contracts with the same supplier without us having to refer to them again in each individual case; the AEB are available in their current version at https://www.bahlsen.com/en/thebahlsenfamily/news-stories/downloads/?filter=legal.

(5) References to the applicability of statutory provisions are for clarifying purposes only. Therefore, even without such clarification, statutory provisions shall apply unless they are directly amended or expressly excluded in these AEB.

§ 2 Offer – Offer Documents

(1) Our order shall be deemed binding at the earliest upon written submission or confirmation. The supplier must point out obvious errors (e.g. typographical and calculation errors) and incompleteness of the order including the order documents to us for the purpose of correction or completion prior to acceptance; otherwise the contract shall be deemed not to have been concluded.

(2) The supplier is obliged to confirm our order in writing within a period of 10 working days. Late acceptance shall be deemed a new offer and requires acceptance by us.

(3) In the case of printing materials, it is strictly necessary that a proof is submitted and must be approved by us. If changes are necessary, the corrected proof must be resubmitted and approved.

(4) We are entitled to terminate the contract at any time by written declaration stating the reason if we can no longer use the ordered products in our business operations due to circumstances that occurred after conclusion of the contract. In this case, we will compensate the supplier for the partial performance rendered by him.

§ 3 Prices – Terms of Payment

(1) The price stated in the order is binding and, in the absence of a deviating written agreement, includes delivery "free house" (DDP), including any necessary packaging. The supplier is obliged to take back his disposable packaging at his own expense upon request.
(2) All prices are inclusive of statutory value added tax (VAT), unless this is shown separately. Unless otherwise agreed in individual cases, the price includes all services and ancillary services of the supplier as well as all ancillary costs.
(3) To avoid payment delays, we point out that each invoice of the supplier must meet the requirements of § 14 para. 4 and § 14a of the German Value Added Tax Act (UStG), such as the separate disclosure of statutory VAT. Otherwise, payment or input tax deduction from the invoice amount is not possible. In these cases, we do not default on payment.
(4) Invoices must be submitted separately. We can only process these if they state the order number specified in our order in accordance with the requirements set out therein; the supplier is responsible for all consequences resulting from non-compliance with this obligation, e.g. payment delays, unless he proves that he is not responsible for them.
(5) The agreed price is due for payment within 60 calendar days from complete delivery and performance (including any agreed acceptance) as well as receipt of a proper invoice. If we make payment within 14 calendar days, the supplier shall grant us a 3% cash discount on the net amount of the invoice.
(6) We do not owe default interest upon due date (Fälligkeitszinsen). The statutory default interest rate is 5 percentage points above the base interest rate per annum. Statutory provisions apply to the occurrence of our default, whereby, notwithstanding this where applicable, a written reminder by the supplier is required in any case.
(7) We shall be entitled to rights of set-off and retention as well as the defense of non-performance of the contract to the statutory extent. In particular, we are entitled to withhold due payments as long as we are still entitled to claims against the supplier arising from incomplete or defective performance.
(8) The supplier shall only have a right of set-off or retention on account of counterclaims that have been established by final court judgment or are undisputed.
(9) At the end of the calendar year, the supplier shall prepare a final statement for services rendered in the calendar year concerned but not yet invoiced by then, and shall at the same time draw attention to those services that can only be invoiced in the following year. All claims for remuneration are excluded to the extent that services rendered were not invoiced at the latest by the end of the calendar year following these services. This applies regardless of whether attention was drawn to services still to be invoiced in the relevant final statement or not.

§ 4 Delivery Time

(1) The delivery time specified in the order is binding. If the delivery time is not specified in the order and has not been otherwise agreed, it shall be four weeks from the conclusion of the contract.
(2) The delivery time shall be deemed complied with if the delivery item has arrived at the place of receipt specified by us by its expiration or if, in the event that dispatch is omitted at our request, notice of readiness for dispatch has been given by its expiration.
(3) The supplier is obliged to inform us immediately in writing if circumstances occur or become apparent from which it follows that the specified delivery time cannot be complied with.
(4) Partial deliveries may only be utilized by the supplier if they have been expressly agreed to by us in writing prior to delivery.
(5) If the supplier fails to render his performance or fails to do so within the agreed delivery time or if he defaults, our rights shall be determined according to the statutory provisions. In particular, we are

entitled to demand damages instead of performance and withdrawal after the fruitless expiration of a reasonable grace period. If the supplier is in default, we may, in addition to further statutory claims, demand liquidated damages for our delay in the amount of 1% of the net price per completed calendar week, but in total not more than 5% of the net price of the delayed goods. We reserve the right to prove that higher damage was incurred. The supplier retains the right to prove that no damage or significantly lower damage was incurred by us.

§ 5 Delivery Conditions

(1) Unless otherwise agreed in writing, delivery shall be made "free house" to the place of receipt designated by us. The respective place of destination shall also be the place of performance (obligation to deliver / Bringschuld).

(2) The risk of accidental loss and accidental deterioration of the item shall pass to us upon arrival and handover of the delivery at the specified place of receipt. Insofar as an acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services (Werkvertragsrecht) shall apply accordingly in the case of an acceptance. Handover or acceptance shall be deemed equivalent if we are in default of acceptance.

(3) The statutory provisions apply to the occurrence of our default of acceptance. However, the supplier must expressly offer us his performance even if a specific or determinable calendar time has been agreed for an action or cooperation on our part (e.g. provision of material). If we default on acceptance, the supplier may demand compensation for his additional expenses in accordance with statutory provisions. If the contract concerns an irreplaceable item to be manufactured by the supplier (custom manufacturing), the supplier shall only be entitled to further rights if we have undertaken to cooperate and are responsible for the failure to cooperate.

(4) We take out transport insurance ourselves for the goods ordered by us.

(5) Each delivery must be accompanied by delivery notes stating our order number, department designation, quantity, exact description of the items, and individual weights or dimensions. If the delivery note is missing or incomplete, we shall not be responsible for any resulting delays in processing and payment. In the case of raw materials and primary packaging materials, each container must be provided with a batch/lot identification. This must be reflected in the delivery notes. On the day of dispatch, the supplier shall send us a notice of dispatch. The order number must be stated on all shipping documents and on the invoice.

(6) The supplier is not entitled to have the performance owed by him rendered by third parties (e.g. subcontractors) without our prior written consent.

§ 6 Inspection for Defects – Liability for Defects

(1) Statutory provisions apply to our rights in the event of material defects and defects of title of the goods (including wrong and short delivery) and in the event of other breaches of duty by the supplier, unless otherwise determined below.

(2) In accordance with statutory provisions, the supplier is in particular liable for ensuring that the goods have the agreed quality at the time of transfer of risk. In any case, those product descriptions that are the subject of the respective contract – in particular by designation or reference in our order – or were included in the contract in the same way as these AEB shall be deemed an agreement on quality. It makes no difference whether the product description originates from us, from the supplier, or from the manufacturer.

(3) In deviation from § 442 para. 1 sentence 2 BGB, we shall be entitled to claims for defects without restriction even if the defect remained unknown to us at the time of conclusion of the contract as a result of gross negligence.

(4) For the commercial duty to inspect and give notice of defects, the statutory provisions (§§ 377, 381 HGB) apply with the following proviso: Our duty to inspect is limited to defects that come to light openly during our incoming goods inspection under external examination including delivery documents as well as during our quality control by random sampling (e.g. transport damage, wrong and short delivery). Insofar as an acceptance has been agreed, there is no duty to inspect. Otherwise, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our duty to give notice of defects discovered later remains unaffected. In all cases, our notice of defect (Mängelanzeige) shall be deemed immediate and timely if it is received by the supplier within 5 working days.

(5) Statutory defect claims are available to us in full; in any case, we are entitled to demand from the supplier, at our choice, free elimination of defects (remedy) or delivery of a new item. The right to damages, in particular damages instead of performance, remains expressly reserved.

(6) The costs incurred by the supplier for the purpose of inspection and supplementary performance (including any disassembly and assembly costs) shall be borne by the supplier even if it turns out that there was actually no defect. Our liability for damages in the event of an unjustified request to remedy defects remains unaffected; in this respect, however, we are only liable if we recognized or grossly negligently failed to recognize that no defect existed.

(7) If the supplier fails to comply with his obligation to provide supplementary performance within a reasonable grace period set by us, we may remedy the defect ourselves and demand reimbursement from the supplier of the necessary expenses incurred or a corresponding advance payment. If supplementary performance by the supplier has failed or is unreasonable for us (e.g. due to particular urgency, operational safety hazard, or impending disproportionate damage), no deadline need be set; we will inform the supplier of such circumstances immediately, if possible beforehand.

§ 7 Product Liability – Indemnification – Liability Insurance Coverage

(1) The supplier is liable for ensuring that the delivered goods comply with the agreed product specifications as well as the current legal provisions of the respective country in which the agreed place of receipt is located, or in the absence of such, at least with customary commercial quality provisions, and are furthermore free from defects or faults within the meaning of the German Product Liability Act (Produkthaftungsgesetz).

(2) Insofar as the supplier is responsible for product damage, he is obliged to indemnify us upon first request against claims for damages by third parties to the extent that the cause originated within his domain of control and organization and he is himself liable in relation to third parties. In the case of raw materials and primary packaging materials, the supplier guarantees seamless traceability of the respective products at all times.

(3) Within the scope of his liability for damages within the meaning of para. 1, the supplier is also obliged to reimburse any expenses pursuant to §§ 683, 670 BGB as well as pursuant to §§ 830, 840, 426 BGB arising out of or in connection with claims asserted by third parties, including recall actions carried out by us. We will inform the supplier – as far as possible and reasonable – about the content and scope of the recall measures to be carried out and give him the opportunity to comment. Other statutory claims remain unaffected.

(4) When delivering goods which the supplier knows will come into contact with our products, the supplier guarantees that the goods comply with the relevant and currently applicable food law regulations and do not impair the quality of our products, insofar as impairment can be avoided according to the current state of technology.

(5) Where applicable, the entire delivery must comply with the Product Safety Act (Produktsicherheitsgesetz) as well as the corresponding ordinances and technical rules. In the absence of harmonized standards, the corresponding national standard specifications, e.g. UVVs

(accident prevention regulations), VDE regulations, etc., as well as the applicable European legal standards (CE, GS, etc.) must be complied with to fulfill the essential health and safety requirements.

(6) Insofar as these Terms and Conditions of Purchase concern products subject to the definitions of the LFGB (German Food, Consumer Goods and Feed Code / Lebensmittel-, Bedarfsgegenstände- und Futtermittelgesetzbuch), the supplier must guarantee that every delivered product complies with all relevant legal provisions, in particular §§ 30 et seq. LFGB, and must provide evidence of this to us by suitable documentation.

(7) The supplier undertakes to maintain adequate product liability insurance with a coverage sum of at least € 10 million per personal injury/property damage – lump sum – and will provide proof of this to us upon request. If we are entitled to further claims for damages, these remain unaffected.

§ 8 Code of Conduct and Supplier Code, Sanction Lists, Staff Deployment, MiLoG and Sustainability

(1) Code of Conduct and LkSG (Supply Chain Due Diligence Act): The supplier is obliged to fully comply with our Code of Conduct as well as our Supplier Code of Conduct in their respective current versions (available at https://www.bahlsen.com/en/thebahlsenfamily/news-stories/downloads/?filter=legal). The supplier has taken note of Bahlsen's Policy Statement pursuant to § 6 LkSG (available at the aforementioned link) and agrees to the principles contained therein. We are obliged to perform risk analyses under the LkSG within the framework of the supplier relationship. The supplier shall provide us with all necessary information and documentation for this purpose.

(2) Sanctions and Terrorist List Screening: The supplier ensures and undertakes to regularly check (screen) his business partners and his employees (incl. subcontractors) to ensure that they are not listed on the applicable and currently valid sanctions or terrorist lists of the United Nations (UN), the European Union (EU), the United Kingdom (UK) or the USA.

(3) Deployment of Personnel on the Premises of Bahlsen GmbH & Co. KG: Insofar as employees or other vicarious agents of the supplier are deployed on our premises (in particular, but not exclusively, within the framework of temporary employment, cleaning services or pest control), the supplier fully guarantees that:

- the persons concerned have been checked negatively against the sanctions and terrorist lists referred to in paragraph 2 prior to and during their deployment;
- a fully valid work and residence permit for the Federal Republic of Germany is available for the persons concerned; and
- the persons concerned are medically fit for deployment and, if deployed in production areas, possess all legally required proof (in particular under the Protection against Infection Act - IfSG) required for deployment in food processing areas.

(4) Minimum Wage Act (MiLoG): Insofar as the supplier also renders services or work for us, he is obliged to comply with the provisions of the Act Regulating a General Minimum Wage (MiLoG), in particular the obligation to pay the minimum wage. If the supplier engages a subcontractor with our consent, he will also oblige the subcontractor to comply with MiLoG. The supplier shall indemnify us upon first request against all claims of third parties arising from a violation by the supplier or his subcontractors of the provisions of MiLoG.

(5) The supplier undertakes to comply with statutory provisions on environmental protection and occupational safety, to use resources sparingly, and to minimize harmful emissions as far as possible. Upon request, the supplier shall inform the buyer about key measures taken to achieve his sustainability goals.

(6) Energy Management: Within the framework of the energy management system, we have committed ourselves to the continuous improvement of energy performance. When procuring energy services, products, and facilities, the evaluation regarding selection is therefore also partly based on energy-related performance.
(7) Proof, Audit and Termination Rights: Upon our request, compliance with the requirements of this § 8 by the supplier must be proven immediately in text form. To verify compliance, the audit right pursuant to § 12 shall apply supplementarily. If the supplier violates the requirements of this Section and fails to remedy the violation within a reasonable grace period set by us, we have the right to withdraw from the contract as a whole or to terminate it without notice.

§ 9 Quality and Hygiene Assurance

(1) Our quality specifications and our hygiene guidelines are essential components of these Terms and Conditions of Purchase. They must be strictly complied with by the supplier, his employees and/or agents. Knowledge of the respective applicable specifications and hygiene guidelines must be confirmed by each supplier and/or his employees or agents by personal signature upon request prior to entering the premises. All hygiene information sheets can also be requested from us in advance.
(2) Compliance with EU Regulation 2024/3190 (BPA Ban): All materials, coatings, seals, and components coming into direct or indirect contact with food must be BPA-free or demonstrably show no BPA migration. Relevant proof, test reports, and declarations of conformity according to legal requirements must be submitted to Bahlsen immediately upon request.

§ 10 Intellectual Property Rights and Use of AI

(1) The supplier acknowledges that all rights to all work results (including research and development work) as well as all patent and utility model rights, design rights, copyrights, trademark rights, database rights, rights to know-how and any other industrial property rights (hereinafter "IP Rights") existing in, arising from their use, and/or embodied in the work results, including all conceivable legal positions in ideas, drafts and designs, shall transfer completely and without restriction to us at the time of their creation. The supplier hereby already transfers all rights to the work results and all IP Rights to us. We hereby accept this transfer.
(2) In the event that the transfer of rights provided for under (1) cannot be effectively effected under mandatory applicable law, in particular with regard to copyright, the supplier hereby grants us a comprehensive, exclusive, spatially and temporally unlimited right of use, applicable without restriction for all types of use, in the work results and IP Rights. Insofar as possible under applicable law, the supplier hereby unconditionally and irrevocably waives all moral rights (Urheberpersönlichkeitsrechte) existing in already created or future work results, including the right of attribution and the prohibition of distortion.
(3) The transfer or granting of rights includes in particular the right to exploit the created work results for our own or third-party purposes in any way worldwide and without time restriction, including exploitation in and on products, whether our own or those for third parties, in all types of use. It also includes the right to reproduce and/or publish the work results. The rights also include the right of adaptation, i.e. the authority to further edit the work results or have them further edited by third parties.
(4) The supplier undertakes, upon our request, to promptly provide all documents and render all assistance deemed necessary at our discretion to acquire the rights to the work results as well as other IP Rights existing in or arising from the work results, and/or to file applications for such IP Rights.

(5) The aforementioned transfers of rights and granting of rights of use are fully compensated by the agreed remuneration of the supplier.
(6) The supplier warrants that the granting and transfer of rights does not in any way contradict any existing obligation on his part. He guarantees that his freelance and permanent employees or third parties otherwise commissioned by him – whether in his own or third-party name – have transferred or granted or will transfer or grant the rights of use required for the realization of the respective projects to him or us in accordance with the above provisions, to the extent that these rights are to be transferred or granted by the supplier to us. This also includes, for example, the waiver of the exercise of moral rights as well as the unrestricted claim to inventions created by his employees that are eligible for patent and/or utility model protection. Upon request, the supplier is obliged to hand over the corresponding agreements.
(7) The supplier warrants that the use of the services rendered by him and/or on his behalf does not infringe rights of third parties or depend on rights of third parties. The supplier shall indemnify us upon first request against any claims of third parties asserted against us due to the contractual exploitation of the services rendered by the supplier and compensate us for any damage incurred by us due to the claim by the third party, including any court and attorney fees incurred for legal defense. In all other respects, statutory provisions apply.
(8) The use of generative Artificial Intelligence (AI) by the supplier for creating, generating or substantially co-designing work results is permissible subject to the following requirements:
- Approval Requirement: For essential or final design and text elements (in particular final packaging designs, central brand logos, legally relevant claims, and final artworks intended for printing), the primary use of AI requires our prior approval in text form.
- IP Rights: Insofar as exclusive, copyright-protected work results are contractually owed, the supplier shall ensure through a sufficient degree of human editing and arrangement that a sufficient level of original creation / threshold of originality (e.g. pursuant to § 2 UrhG) is achieved.
- System Specifications & Confidentiality: The supplier may only use enterprise licenses or closed AI systems where it is contractually and technically ensured (opt-out) that the input is not used to train external AI models. Inputting our confidential information into publicly accessible or unprotected AI systems is strictly prohibited.
- Verification & Indemnification: The supplier shall check work results for freedom from third-party rights in accordance with industry standards. The supplier's indemnification obligations (in particular pursuant to § 10 para. 7) remain unaffected by the use of AI.
- Transparency Obligations: The supplier is obliged to fully document all AI-generated components and disclose them to us upon request in order to enable us to fulfill our statutory obligations (in particular transparency obligations under Art. 50 AI Act / KI-VO). Any machine-readable labeling required shall be provided free of charge.

(9) The supplier grants us the non-exclusive right, unrestricted in time, scope, and content, to feed all work results delivered under the contract (incl. data, analyses, reports) into our internal, closed IT and AI systems (including text and data analysis tools as well as Large Language Models) and to evaluate them there by machine. This use is strictly limited to our internal business purposes. We ensure that we use closed enterprise AI environments for this purpose in which the training of AI base models of external third-party providers with this data is excluded. All rights to evaluations or models newly generated through this internal AI use belong entirely to us. Any contractually agreed confidentiality obligations regarding the supplier's original materials remain unaffected by this.

§ 11 Retention of Title – Provision of Materials – Tools – Confidentiality

(1) Insofar as we provide parts to the supplier, we retain title thereto. Processing or transformation by the supplier shall be carried out for us. If our reserved goods are processed with other items not

belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our item (purchase price plus VAT) to the other processed items at the time of processing.

(2) If the item provided by us is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the reserved item (purchase price plus VAT) to the other mixed items at the time of mixing. If mixing takes place in such a way that the supplier's item is to be regarded as the main item, it shall be deemed agreed that the supplier transfers proportional co-ownership to us; the supplier shall keep sole ownership or co-ownership for us.

(3) The transfer of ownership of the goods to us shall take place unconditionally and without regard to payment of the price. If, however, we accept an offer of the supplier for transfer of ownership conditional upon payment of the purchase price in individual cases, the supplier's retention of title shall expire at the latest upon payment of the purchase price for the delivered goods. In the ordinary course of business, we remain authorized to resell the goods even prior to payment of the purchase price, with advance assignment of the claims arising therefrom (alternatively, application of simple retention of title extended to resale). Excluded hereby are in any case all other forms of retention of title, in particular expanded, passed-on, and extended retention of title to further processing.

(4) We retain title and copyright to illustrations, drawings, calculations, recipes, and other documents. Such documents are to be used exclusively for contractual performance. We retain title to tools or technical documents provided by us; the supplier is obliged to use them exclusively for the production of goods ordered by us. Upon request, he is obliged to hand over these items to us in proper condition if they are no longer required by him for the fulfillment of contracts concluded with us. The costs of maintenance and repair of these items shall be borne by the parties half each, in the absence of any agreement to the contrary. However, insofar as these costs are attributable to defects in such items manufactured by the supplier or to improper use by the supplier, his employees or other vicarious agents, they shall be borne solely by the supplier. The supplier is further obliged to carefully store the tools and documents belonging to us and to insure them against fire, water, and theft damage at replacement value at his own expense. At the same time, the supplier hereby assigns to us all compensation claims arising from this insurance; we hereby accept the assignment. He must notify us immediately of any incidents; if he culpably fails to do so, claims for damages shall remain unaffected.

(5) Insofar as the security rights to which we are entitled pursuant to para. (1) and/or para. (2) exceed the purchase price of all our unpaid reserved goods by more than 10%, we are obliged to release the security rights accordingly at the supplier's request.

(6) The supplier is not entitled to assign his claims arising from the contractual relationship to third parties. This does not apply to monetary claims.

§ 12 Audits and Audit Rights

(1) Scope and Purpose of Audits: We or third parties commissioned by us who are bound by confidentiality (e.g. auditing service providers or certified public accountants) are entitled to conduct on-site inspections and audits or document audits during the supplier's normal business hours. The audit right covers the verification of: a) compliance with agreed quality, hygiene, and specification requirements (in particular pursuant to § 7 and § 9); b) compliance with all legal and contractual compliance standards, including LkSG, MiLoG, sanctions screening, and sustainability requirements (pursuant to § 8); and c) compliance with requirements on IP rights, confidentiality, and conditions of use for generative AI (pursuant to § 10 and § 13).

(2) Performance and Cooperation: The supplier shall grant us or the auditor access to operational processes, quality- and compliance-relevant documents and records to the required extent, and grant access to affected premises, insofar as this is necessary to verify contractual obligations and

permissible under data protection law. Legitimate confidentiality interests of the supplier regarding third parties shall be appropriately taken into account.

(3) Bearing of Costs: Costs incurred by us in connection with an audit shall be borne by ourselves. However, if the audit reveals a non-insignificant violation by the supplier of his contractual or statutory duties, the supplier shall bear the proven costs of the audit and immediately implement suitable remedial measures at his own expense.

§ 13 Confidentiality and Protection of Trade Secrets

(1) Principle of Confidentiality and Reservation of Ownership: The supplier undertakes to keep strictly secret all illustrations, drawings, calculations, recipes, specifications, and other commercial or technical information received from us (hereinafter "Confidential Information"). They may be used exclusively for rendering contractual performance and disclosed to third parties only with our express prior written consent. We retain all property rights and copyrights in all documents provided. Following completion of orders, the supplier shall, upon our request, immediately return them to us or verifiably destroy them.

(2) Prohibition of Reverse Engineering: The supplier is strictly prohibited from acquiring Confidential Information by means of reverse engineering. "Reverse Engineering" comprises all actions, including observing, testing, examining, and disassembling as well as reassembling a product, prototype, or sample with the aim of obtaining our Confidential Information or recipes.

(3) Exceptions and Official Disclosure: The confidentiality obligation does not apply to information that (a) was already generally known at the time of transmission or subsequently became so without breach of law, (b) was made available to the supplier by third parties without breach of law, or (c) was demonstrably developed independently by the supplier. Insofar as the supplier is legally, officially, or judicially required to make disclosure, he shall inform us thereof immediately in advance. Upon disclosure, he shall indicate that trade secrets are concerned and endeavor to ensure that procedural protective measures (in particular §§ 16 et seq. GeschGehG - German Trade Secrets Act) are utilized.

(4) Continuing Effect: The confidentiality obligation shall survive the execution and termination of the respective contract. It shall only expire if and to the extent that the manufacturing know-how or respective information contained in the provided documents has demonstrably become generally known.

§ 14 Statute of Limitations / Limitation Period

(1) The reciprocal claims of the contracting parties shall lapse in accordance with statutory provisions, unless otherwise specified below.

(2) In deviation from § 438 para. 1 No. 3 BGB, the general limitation period for defect claims is 3 years from the transfer of risk. Insofar as an acceptance has been agreed, the limitation period begins with acceptance. The 3-year limitation period also applies accordingly to claims arising from defects of title, whereby the statutory limitation period for in rem claims for surrender by third parties (§ 438 para. 1 No. 1 BGB) remains unaffected; claims arising from defects of title shall furthermore in no case lapse as long as the third party can still assert the right against us – in particular due to non-limitation.

(3) The limitation periods of sales law, including the above extension, apply – to the statutory extent – to all contractual defect claims. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) applies unless the application of limitation periods of sales law leads to a longer limitation period in individual cases.

(4) Upon receipt of our notice of defect in text form and request to enter into discussions (in writing or orally) by the supplier, the limitation period for warranty claims is suspended until the time of final and clear conclusion of these discussions by the supplier. In the case of replacement delivery and remedy of defects, the warranty period for replaced and remedied parts recommences, unless we had to assume from the behavior of the supplier that he did not feel obligated to take the measure, but only performed replacement delivery or remedy of defects for reasons of goodwill or similar reasons.

§ 15 Place of Jurisdiction – Place of Performance – Applicable Law

(1) Place of jurisdiction for both contracting parties is our registered office in Hanover, insofar as our contracting partner is a merchant (Kaufmann); however, we are also entitled to bring an action at the place of performance of the delivery obligation or at the general place of jurisdiction of the supplier.
(2) Place of performance for deliveries is the agreed place of receipt.
(3) Should one or more provisions of these conditions be or become invalid, the validity of the remaining provisions shall not be affected thereby. An invalid provision of these conditions shall be replaced by that valid provision which comes closest to the economic outcome of the invalid provision.
(4) The law of the Federal Republic of Germany shall apply as the applicable law, to the exclusion of international uniform law, in particular the UN Sales Convention (CISG). Prerequisites and effects of retention of title are subject to the law at the respective storage location of the item, insofar as the choice of law made in favor of German law is impermissible or ineffective thereunder.

Bahlsen GmbH & Co. KG
Hanover, September 2026