

**General Terms and Conditions of Purchase of
Rauner Fruchtsäfte-Konzentrate e.K. Inh. Jürgen Schwenk
Hesselbachstraße 10, 75242 Neuhausen, Germany**

as of May 2018

1. Scope of Applicability

1.1 All business dealings shall be governed by the following **Terms and Conditions of Purchase** exclusively; supplier's terms to the contrary to or deviating from our terms and conditions shall not be valid unless expressly confirmed by us in writing. The same applies to Supplier's provision that deviate from the statutory regulations to our detriment even if these **Terms and Conditions of Purchase** do not explicitly refer to these statutory regulations.

These present **Terms and Conditions of Purchase** shall also apply if we are aware of supplier's terms to the contrary to or deviating from these **Terms and Conditions of Purchase** or from statutory regulations to our detriment, if we however unconditionally take delivery of supplier's performance.

1.2 These **General Terms and Conditions of Purchase** shall only apply with respect to traders, legal persons and public utility funds as defined by Article 310 clause 1 BGB (German Civil Code).

1.3 These **General Terms and Conditions of Purchase** shall also apply for future business with the supplier.

2. Conclusion of Contract, Subject Matter of Contract

2.1. If supplier does not accept our order within one week after its receipt, we shall be entitled to withdraw the order without incurring any costs or liability.

2.2. Besides these present General Terms and Conditions of Purchase, our order, i.e. any product specifications that we refer to with our order or that are contained in documents attached to our order, in particular cahiers de charge, technical documentation like drawings, requirements as to material and construction etc. as well as our catalogue and the respective product descriptions shall be integral part of the Contract concluded with us.

2.3. Sub-contracting to third party suppliers or contractors shall only be made with our prior written consent. Infringement of this provision entitles us to rescind the contract – without prejudice to any further statutory rights we may have thereupon.

2.4. Any obligation for compensation of damage within the terms of Article 122 BGB (German Civil Code) requires faulty acting on our part.

3. Rights of Property, copyrights, exploitations rights and intellectual property rights on our documents and material, insurance of our material, confidentiality, penalty

3.1. Documents and production material of any kind that we transmit to Supplier in the frame of our orders, like e.g.

- pictures, calculations, drawings, drafts and manufacturing requirements etc,
- models, patterns and prototypes,
- material or parts supplied by us,
- tools,
- software

shall remain our property (reserved property).

3.2. Any processing or transformation of material or parts supplied by us shall be made by Supplier for and on our behalf. If reserved property is processed with other goods not owned by us, the product of such processing/ transformation shall be deemed to be owned by us in common with the other owner, whereby our share in the common property is defined by the ratio of the total amount of the value of the reserved property

(purchase price plus VAT) to the value of the other goods processed/ transformed with ours at the time of processing or transformation.

If reserved property is inseparably mixed or combined with other goods not owned by us, the product of such mixing or combining shall be deemed to be owned by us in common with the other person, whereby our share in the common property shall be defined by the ration of the total amount of the value of the reserved property (purchase price plus VAT) to the value of the other goods at the time of mixing or combining. If the mixing or combining of the goods has been done in such a way that the product of the Supplier is to be considered to be the main product, it is agreed that the Supplier assigns to us ownership of such product on a pro rata basis.

Before their use, material and parts supplied by us shall be stored properly, adequately, apart from property of other persons and duly labelled as our property.

3.3. In particular, the parties agree that supplier shall take our sole property or common property in adequate storage and maintenance.

3.4. We reserve any rights and title, in particular potential copyrights, exploitation rights or other intellectual property rights on the reserved property within the terms of no. 3.1. above, unless such rights are licensed or transferred to supplier for the purpose of the fulfilment of the contract concluded with us.

Supplier warrants that we shall have any rights of use or exploitation on the products owned by us in accordance with no. 3.2. above as far as necessary for the achievement of the purpose of the contract concluded with us.

3.5. Supplier shall at his own expense efficiently insure our reserved property at its purchase value against theft, robbery, burglary, fire and water damage. As early as today, Supplier shall assign to us all rights resulting from such insurance. We herewith accept such assignment.

3.6. Supplier shall perform any and all maintenance or repair measures that may be necessary with regard to our tools timely and at his own expense. He shall give notice to us of any malfunctioning immediately. If he fails to do so by his own fault, he shall be liable for any damage incurred by us.

3.7. Manufacture documents and manufacture material owned by us according to no. 3.1. above, shall not - except for any contractual purposes or other purposes agreed upon - be used, copied, transferred, sold or pledged to third parties nor shall they be made available to third parties. Supplier especially shall be forbidden to produce products for third parties by using these documents or material.

3.8. Manufacture documents and manufacture material owned by us according to no. 3.1. above, shall be kept confidential. They shall be disclosed to third parties only after our prior written consent. The provisions of no. 15 below (confidentiality, no right of use) shall apply accordingly.

3.9. If the contract is not definitely concluded or if the contract is fulfilled, Supplier shall upon our request by immediately

- return to us any and all copies, pieces etc. of manufacture documents and manufacture material in good condition or
- destroy or otherwise alternate the manufacture material and documents so that they are of no use anymore for the manufacture of Products.

Destruction or alteration shall be proved to us upon our request. The same applies to remainders of manufacture documents of Purchaser or any half-finished parts manufactured on the basis of manufacture documents or material at the end of the contract. They shall in no event be made available to third parties, even if they are defective and were refused to be taken back by us. Supplier shall not be entitled to plead a right of retention towards the claim of our rights under No. 3.9. above.

3.10. If the value of our securities within the terms of no. 3.2. above exceeds the total of the buyer's price of the reserved property not yet paid by Supplier, by more than 10 %, we undertake upon Supplier's request to release the securities. We shall have the right to select the securities to be released.

4. Prices, Conditions of Payment

4.1. Prices indicated in our orders are binding.

Supplier's reservation to increase prices require our explicit written consent.

Unless otherwise agreed upon, prices are quoted free place of destination including packaging and other costs. Return of Packaging Material requires explicit agreement.

4.2. Statutory VAT shall not be included in the price as quoted.

4.3. Invoices shall be sent to us in two copies and must not be transferred to us together with the delivery.

Invoices can only be handled by us if – according to the instructions contained in an order – they indicate the **order and ident number**. For any consequences resulting out of the failure to observe this duty, Supplier shall be liable unless he proves that he is not responsible for such failure.

Turn over tax shall be indicated separately in each invoice.

For any products manufactured outside Germany, a certificate of origin or a respective declaration of the Supplier shall be submitted to us together with the invoice at the latest.

4.4. Unless otherwise agreed upon in writing, we pay invoices within 10 days after receipt of delivery and receipt of invoice with 3 % cash discount, or within 30 days after receipt of invoice.

If we receive invoices during our business holidays and if, as a consequence thereof, we are not able to observe the cash discount time limit, we shall be entitled to the cash discount in case of immediate payment after the termination of our business holidays.

Payments shall be made at our discretion by sending a cheque or by bank account transfer. For the observance of the time limit for payment, the mailing stamp shall be decisive.

Payment fees, mailing orders and potential costs attached hereto will not be borne by us.

4.5. We shall have the right to set off payments and the right of retention without limitation as statutorily provided for.

5. Delivery, Date of Delivery

5.1. Unless otherwise agreed upon, delivery and performance ordered by us shall be made free place of destination.

5.2. Dates and terms of delivery, acceptance and installation etc. indicated in the order shall be binding.

5.3. Deliveries must arrive at the place of destination at the agreed date of delivery respectively be ready for acceptance or installation at the place of destination at the agreed date of acceptance or delivery. Performances shall be performed at the agreed date of performance.

5.4. Delivery dates or delivery terms, which from time to time are agreed upon as non-binding, or only as approximate, shall become binding one week after the date of delivery agreed upon at the latest.

5.5. If circumstances occur or if the Supplier becomes aware of any circumstance which might impede the in-time fulfillment of the contract in the quality agreed upon, he shall give notice hereof to us in writing immediately and describe the reasons for such circumstances. Any damages due to failure of or delay in giving such notice shall be borne by Supplier.

5.6. As for the conditions and legal consequences of default or delay in delivery or performance, the statutory provisions shall apply. In particular we shall be entitled to claim damages instead of the performance after previously unsuccessfully having set a reasonable time limit for fulfillment of the contract. If we claim damage, Supplier is entitled to prove that he is not responsible for the delay or default in delivery.

5.7. If delivery or performance is not effected in time, we shall be entitled, after unsuccessfully having set a reasonable time limit for delivery or performance, to rescind the contract, even if no fault or responsibility can be attributed to Supplier. Article 323 BGB (German Civil Code) applies.

5.8. We shall be entitled to claim for damage within the terms of no. 5.6. above in addition to the exercise of the right of rescission under no. 5.7. above.

6. Transportation, Passing of Risks, Documents, Packaging

6.1. If in individual cases we exceptionnaly agreed to bear transportation costs, Supplier shall choose the most economic way of transportation. Costs in excess thereof will be reimbursed by us only if they are due to specific packaging or transportation requirements issued by us.

6.2. Supplier shall be liable for any losses or damage occurring during transportation including the unloading procedure until the handing over or taking of delivery respectively.

Supplier shall insure the delivery at his own costs against transportation damage, if the deliveries contain material or parts supplied by us. As of today already, Supplier assigns to us all claims against the insurer to the amount of the purchase price of the material and parts supplied by us, we herewith accept such assignment.

6.3. All transportation and delivery documents as well as other documents regarding the orders shall contain the full information (order and ident number) that is contained in the orders. Notices of dispatch shall be transmitted to us in two copies immediately upon dispatch of the goods. Each delivery shall contain a delivery document additionally indicating the order date. In case of partial delivery the remaining amount to be delivered shall be indicated. The address on the package shall also indicate our purchase order number.

If Supplier fails to observe the above labelling requirements, we must not be held responsible for potential delays resulting therefrom.

6.4. Without specific agreement to that respect, we shall not be obligated to store packaging material or return it to Supplier.

7. Taking Delivery, Acceptance

7.1. If we are not able to take delivery or declare acceptance or to perform our obligations to analyse delivery and give notice of objections due to circumstances of Force Majeure or other obstacles that occur after the conclusion of the contract or that we learn of without fault attributable to us only after conclusion of the contract, and that probably could not have been foreseen by us or avoided even with the utmost diligence, we shall be released from such obligations for the term and the extension of the effect of such circumstances.

7.2. Under the above-mentioned conditions - occurrence or faultless learning of such circumstances only after conclusion of the contract, unforeseen and unavoidable occurrence to be proven by us – this includes in particular the following obstacles: legitimate working struggle (strikes or lock outs), operating trouble or breakdowns, lack of material or personnel. We shall report to Supplier immediately about the nature and the causes of such obstacles.

7.3. We are entitled to refuse taking or accepting delivery made before the delivery or acceptance date agreed upon. Goods delivered before such date may be returned to Supplier or stored at third parties, at Supplier's risk and expense.

In case of deliveries or performances made under the rules for manufacturing contracts („Werkvertragsrecht“) according to the BGB (German Civil Code) Supplier shall indicate to us prior to the date of delivery or performance the date of acceptance at least 14 days before the acceptance testing. Upon our request, Supplier shall prepare a testing protocol with the necessary material certificates in four copies, according to which acceptance testing is made and in which defects detected upon testing shall be laid down. After signature by both parties this document shall serve as acceptance protocol. If Supplier is obligated to assemble the goods, acceptance shall be made only after putting into operation at the place of destination.

7.4. Products to be delivered are to be packed properly. If packaging and transportation instruction required by us are not observed, we shall be entitled to refuse taking delivery of the Products without incurring the consequences of delay in taking delivery.

8. Quality Requirements for Products, Defect Detection, Defect Warranty, Prescription of Warranty

- 8.1. All deliveries shall be compliant with all statutory or public authority provisions valid at the time of the use or marketing, in particular worker protection, accident prevention and other security requirements, like e.g. DIN norms, UVV requirements, VDE regulation, CE standards, the machine protection code (Maschinenschutzgesetz), GAA regulation, technical standards of TÜV, fire prevention standards applicable as well as all rules applicable at the place of use for the avoidance of pollution, and shall conform with all acknowledged technical standards and the appliances and product security code (Geräte- und Produktsicherheitsgesetz). Supplier shall inspect the contractual products before shipment and, upon request of Purchaser, shall issue an inspection certificate. Furthermore, all necessary protection equipment necessary for the observance of the applicable accident prevention requirements shall be delivered without our specific request to do so.
- 8.2. Our rights and claims under defect warranty are subject to the applicable statutory provisions without limitation, unless otherwise provided for in these present General Terms and Conditions of Purchase.
- 8.3. We will control incoming deliveries with regard to contractual parameters and with regard to the respective purchase specifications. In general, such control will be performed within 5 (five) working days after receipt of the delivery. If during such controls we detect a damage or defect, we shall give notice hereof to the Supplier within the applicable delay of time. If a damage or defect is detected at a later point of time, we shall give notice hereof to the Supplier within a delay of 5 (five) working days. We shall not be subject to any obligations of control or notice other than or exceeding the ones set out above. §§ 377 and 378 German Commercial Code (HGB) shall not apply insofar.
- 8.4. Any warranty rights and claims shall be prescribed within the statutory terms of prescription.
- 8.5. Notwithstanding our further statutory rights and claims, in case of a defect, we shall be entitled to send back the defective Products at Supplier's risk and costs and shall be entitled to choose repair or substitute delivery by Supplier. Supplier shall bear any and all costs and expenses necessary for the purpose of repair or substitute delivery. We reserve the right to claim damages, in particular damages instead of performance.
- 8.6. In urgent cases or imminent danger or after unsuccessful expiry of a reasonable time limit, we shall be entitled to repair or substitute the defective Products at Supplier's costs.
- 8.7. Supplier shall inform us about all relevant defects or potential or actual perils resulting from his deliveries or performances, that occur at his other customers or their customers.

9. Product Liability, Product Recall Liability, Product Insurance

- 9.1. If we are held liable under statutory product liability in accordance with national or foreign law, Supplier shall hold us free and harmless on first demand from any and all claims for damages, costs and expenses, as far as such claims are justified due to reasons within the Supplier's responsibility and as far as Supplier would be liable himself.
- 9.2. In case of liability in accordance with 6.1. above, Supplier shall also be obligated to compensate any and all costs incurred by us in accordance with articles 683, 670 BGB (German Civil Code) as well as articles 830, 840 and 426 BGB (German Civil Code), which may result out of or in connection with any product recall measures performed us. We shall inform Supplier about the contents of such product recall measures as far as possible and as far as it can be reasonably expected from us and we shall give him the opportunity to comment on this. Further statutory claims remain unaffected.
- 9.3. Supplier shall, during the term of the respective contract with us, including the period until the prescription of any warranty claims, maintain an adequate product liability insurance with a coverage sum of Euro 1,000,000.00 per case of damage to a person or property. If we have further claims for damages under law, such remain unaffected.

10. Third parties' protection rights

- 10.1. Supplier guarantees that in connection with the Products there is no infringement of any third parties' intellectual property rights in Germany or in any export country known to Supplier at the time of conclusion of the contract.
Supplier in particular shall ensure by way of specific agreements with his employees, agents or representatives, as may be necessary, that the purpose of this contract, especially the agreed scope of license for software, is not impeded by potential copyrights or other intellectual property rights. Upon our request Supplier shall prove to us the conclusion of such agreements with all persons taking part in the engineering of software programmes.
- 10.2. If Purchaser is held liable by a third party insofar, Supplier shall be obligated to hold Purchaser free and harmless on first demand; Purchaser shall be entitled to conclude any agreements with third parties even without consent of Supplier, especially any kinds of settlements.
- 10.3. The above obligation to hold free and harmless covers any and all costs and expenses, that we necessarily may have out of or in connection with any third parties' claims. As the case may be, Supplier shall support us at Court or shall enter upon our request into any court procedure at his own cost.
- 10.4. We reserve the right to claim damages against Supplier.
- 10.5. The term of prescription for the claims under no. 10.1. to 10.4. above is ten years, beginning with the closing of the respective contract.
- 11. Guarantee of Procurement**
- 11.1. Supplier shall be liable without limitation and independent of fault attributable to him for the procurement of the deliveries or performances ordered (full liability of the procurement risk).**
- 11.2. Supplier shall be liable in any event – event without fault attributable to him – for any sub-deliveries or sub-performances in the same way as for his own deliveries or performances. This shall apply also with regard to defects.**
- 12. Liability**
- 12.1. If according to statutory rules, we may be liable due to faulty action or omission, the following shall apply, subject to no. 12.4. below:
- In case of gross or ordinary negligence our liability shall be limited to the foreseeable damage specific for the type of contract;
 - In case of ordinary negligence we shall only be liable if we breached a fundamental contractual obligation.
- 12.2. The limitation and the exclusion of liability contained in no. 12. 1. above shall apply without regard of the nature of the claim for damage, also including in particular damage claims due to faulty acting/ommission upon conclusion of the contract, other breaches of obligation and claims of tort for compensation of damage to objects within the terms of Article 823 BGB (German Civil Code).
- 12.3. As far as our liability is excluded or limited according to no. 12.1. and 12.2. above, such limitation or exclusion shall also apply for the personal liability of our employees, agents or representatives.
- 12.4. Our liability for faulty damage to life, body or health of a person shall remain unaffected, as well as our mandatory liability under the product liability code (Produkthaftungsgesetz).
- 13. Right to set off, right of retention, assignment**
- 13.1 Supplier shall be entitled to set off his claims against ours only if his claims are unappealable or expressly acknowledged by us.
The same applies for the claim of any rights or retention.
- 13.2 Any assignment of claims shall only be made with our written consent.
- 14. Ownership of Products and documents and material produced or procured upon our request and at our expense**

- 14.1. As early as at the time of production, Supplier shall transfer to us ownership of all products made for us according to our manufacturing documents and/ or made with the help of our manufacturing material.
No. 3.2. and 3.3. as well as 3.10 above shall apply accordingly.
- 14.2. Documents and material of any kind, that is produced or procured by Supplier upon our request and at our expense shall become our property at the moment of full payment by us at the latest.
- 14.3. An expanded or prolonged reservation of ownership by supplier shall be explicitly excluded.
- 15. Copyrights, exploitation rights, intellectual property rights and rights of use**
- 15.1. The following provisions refer to manufacturing material and Products made by Supplier on the basis of our manufacturing documents, prototypes, models and samples as well as the contractual documents (drawings, construction plans etc.), manufacturing material or Products, including software, **that is made or developed for us, on our behalf and at our expense.**
- 15.2. We exclusively reserve any and all intellectual property rights, copyrights and exploitation rights as well as rights of use for the manufacturing material and Products named in no. 15.1. above.
With regard to them we shall be enabled to all possible extent to use them, whether altered or not, whether in our own company or through transfer to third parties, in any way while excluding Supplier from any use.
The exclusive right to freely exploit any developments or inventions made for us or at our expense without additional royalty or compensation being owed shall be included therein.
- 15.3. Concerning software, we shall be granted the exclusive, unlimited (as to time and location) right to use programmes and documentation in any way, among others the right to run programmes in our own or other companies in any way, to copy them and to transfer them to third parties, to disclose them in public or to transfer them by fixed wire or wireless. This includes the right to work on the programmes and documentation at our own discretion without special consent of Supplier or to alter them in any other way and to use the results thereof in the same way as the original version of the programmes or documentation.
We shall be free to grant simple or exclusive licenses to third parties without special consent of Supplier and to transfer licenses wholly or partly to third parties.
Supplier ensures, that potential rights under articles 12, 13 and 25 UrhG are not put forward.
After acceptance we shall be entitled to request from Supplier at any time that he hands out to us all original and copy versions of the programmes (including source code), the documentation and other documents relevant in connection with the engineering of the programmes and that he confirms in writing the fulfillment of this obligation; as far as copies are kept on electronic or mechanical data carriers, destruction of such carriers or deletion of data shall be owed. We shall be entitled to make the above request with the exception, that Supplier shall remain entitled to keep one copy each at a safe place for the purpose of evidence and fulfillment of warranty obligations towards us exclusively.
Under all circumstances Supplier shall be prevented from transferring the programmes and documentation in whole or in part in the original or only insignificantly altered version. In addition, he shall keep confidential all knowledge about how we use the programmes.
- 15.4. Products and manufacturing material within the terms of no. 15.1. shall be kept confidential upon our request. The provisions of no. 3.8. and 16 hereof shall apply accordingly.
- 15.5. Supplier shall be free to use any know-how or knowledge that he already had before the fulfillment of the contracts concluded with us.

In case of a justified interest on our side, we shall be entitled to request from Supplier to keep confidential and not to use, whether for own nor for third party's purposes, any know-how or knowledge about Products and manufacturing material within the terms of no. 15. 1. above that he gained during the execution of the contract concluded with us. In such case, the provisions of no. 16 below shall apply accordingly.

- 15.6. If inventions are made during development works by employees of Supplier, Supplier shall place his employer's right with regard to such inventions in time and transfer the rights herein to us.

16. Confidentiality, No license

- 16.1. Supplier agrees, **without timely limitation**, to keep confidential and – except for the purposes of the contract -, not to document nor to transfer to third parties or use in any other way any and all information and documents, that he gains access to in connection with the contracts concluded with us, and that are identified as confidential or otherwise can be identified as our business secret.
- 16.2. This obligation shall not apply to information, that public had access to at the time of the conclusion of the contract or that became accessible to public without Supplier's fault as well as to information, that already was in Supplier's possession at the time of conclusion of the contract.
- 16.3. Supplier shall inform all his employees, agents or representatives who have access to the information and documents to be kept confidential about the obligations under this Contract and shall bind them by way of adequate contractual agreements to unlimited confidentiality; he further shall thereby ensure, that they unlimitedly omit any illegitimate use, transfer or copying of such information or documents.

17. Place of Performance

Place of performance for deliveries shall be the place of destination stated by us, without special determination our place of business; place of performance for payments shall also be our place of business.

18. Place of Jurisdiction, Applicable Law, Miscellaneous

- 18.1. **If Supplier is a merchant within the meaning of the HGB (German Commercial Code), judicial person under public law or public utility fund, place of jurisdiction for all disputes arising out of or in connection with the contractual relationship - herein included liabilities from cheques and bills of exchange - shall either be our principal place of business or, at our sole option, the location of Supplier. This agreement as to the place of jurisdiction shall also apply for suppliers having their location in a foreign country.**
- 18.2. To all rights and obligations and all disputes arising out of or in connection with the contractual relationship between Supplier and us, German law, excluding the United Nations Sales Convention (CIS Convention on contracts for the international sale of goods of April 11, 1980) shall apply exclusively.
- 18.3. Should individual provisions of these General Terms and Conditions of Purchase or individual provisions of other agreements concluded between the parties be or become invalid, this shall not affect the validity of the other provisions or agreements.