



General terms and conditions of purchase

§ 1 Preface - Scope of Application

1. Our Purchasing Conditions apply exclusively; we do not acknowledge any terms of the Supplier that differ or conflict with our Purchasing Conditions, unless we have expressly confirmed their application in writing. Our Purchasing Conditions also apply if we accept Supplier's delivery without reservation and in the awareness of any terms of the Supplier conflicting with or differing from our Purchasing Conditions.
2. All agreements made between us and Supplier for the purpose of this agreement, are entirely documented in writing in the agreement between us and Supplier including these general Purchasing Conditions.
3. Our Purchasing Conditions only apply to entrepreneurs in the sense of Sec. 14 BGB [German Civil Code], legal entities governed by public law and special assets under public law.
4. Our Purchasing Conditions apply to all present and future business relations with Supplier.

§ 2 Offer - Acceptance

1. Our quote shall remain binding for two weeks.
2. An order shall only be considered as issued if it has been accepted by Supplier in all its parts including these Purchasing Conditions.
3. Offers, quotes and such transmitted by Supplier shall be free of charge for us.
4. In the event that nothing else is stipulated in these Purchasing Conditions or in our order, the INCOTERMS in the version valid at the time of entering into the agreement apply.
5. We reserve property and copy rights to pictures, drawings, calculations and other documents; they may not be made available to third parties without our expressed consent. They are to be used exclusively for the production based on our order; after the completion of the order, they are to be returned to us without further request. They are to be kept secret from third parties; insofar, the provision of Sec. 10 para. 4 applies additionally.

§ 3 Prices - Terms of Payment

1. The price stated in the order is binding. In the absence of any written agreement, the price shall include free delivery including packaging. The return of packaging material needs to be agreed separately. Supplier may not calculate supplements for shipping, storage, transport, insurance, customs or duties without expressed agreement.
2. The legal value added tax is **not** included in the price.
3. We can only process invoices, if these - according to the requirements in our order - state the indicated order number; Supplier is responsible for all consequences resulting from non-compliance with this obligation, if it doesn't prove that it is not responsible.
4. As far as nothing else is agreed upon in writing, we pay the purchase price within 14 days, counting from delivery and invoice receipt, with 2% discount or within 90 days after receipt of invoice. Our payment is considered to be carried out within due time if the issue date of the payment transfer medium lies within the payment deadline.
5. The rights of offsetting and retention are available to

us within the extent permitted by law.

§ 4 Delivery - Delivery Schedules

1. Supplier shall be responsible for the procurement of the supplies and services necessary for the deliveries - even without fault (full procurement responsibility).
2. The delivery schedule stated in the offer is binding. A preliminary delivery may only be carried out with our consent.
3. The timeliness is determined by the inbound at the consignee's address indicated by us.
4. Supplier is obligated to inform us immediately if circumstances arise or become identifiable to it, which result in its being unable to observe the stipulated delivery period.
5. If Supplier is in default of delivery, we are entitled to demand a contractual penalty in the amount of 1 % of the net price per completed calendar week, but not a total of more than 5 % of the net price of the delayed delivered goods. We are entitled to demand the contractual penalty aside from the fulfillment and as a minimum amount of damage indemnification owed by the Seller according to legal provisions; the damage claims of further damage shall remain unaffected. The contractual penalty shall be credited against any further claims for damages in the amount incurred. The entitlement to a contractual penalty shall remain in force despite the unreserved acceptance of the delayed delivery, as far as this is stated at the latest at the time of payment of the purchase price - in the case of contractually agreed upon partial payments, by the time of the payment of the final rate.
6. Furthermore, we are entitled to the claims regulated by law in the case of delayed delivery. In particular, we are entitled to demand compensation instead of fulfillment - as far as required by law after the unsuccessful lapse of an appropriate period. If we demand compensation, Supplier has the right to provide proof to us that it is not responsible for the breach of duty.
7. Even if a determined or determinable calendar time is agreed upon for an act of cooperation on our side, default of acceptance on our side, deviating from Sec. 296 BGB, occurs only if Supplier has unsuccessfully requested fulfillment of the action under the setting of a deadline.

§ 5 Force Majeure

In the case of force majeure, as for example natural catastrophes, riots, official measures, transport interruptions, strike, lock-outs, disruption of operations without fault, as well in our company as in the company of Supplier or its subcontracting providers, we are entitled to demand the fulfillment of the agreement at a respective later point in time. If these circumstances last for longer than 3 months, we are entitled to the rescission from the agreement. Supplier is not entitled to any claims due to the delay of the delivery time. Supplier shall reimburse already received considerations without delay.

§ 6 Transfer of Risk - Documents

1. The goods must be free delivered, if nothing else is stipulated in writing.
2. Supplier is obligated to state our exact order number on all shipping papers; if it neglects to do so, we are not responsible for delays in processing the order which are due to this omission.

§ 7 Supplier's Warranties for Condition



Supplier assures that the goods including their packaging delivered by it have been produced and handled with the necessary care and hygiene and quality control according to the respective German and EU legal provisions, the respective generally accepted practice, in particular the guidelines of the German code of food and feedstuffs as well as the specifications or the special conditions specified in the order.

If deliveries of technical material are the subject, this includes packaging material. Supplier furthermore assures that this complies with state-of-the-art, whereas consumables must particularly comply with the suggestions of the German Federal Institute for Risk Assessment [BfR].

Zeelandia is particularly committed to the environment. In harmony with the major points of our environment policy, the application of eco-friendly technologies and the protection of the natural resources, we expect from our Suppliers and service providers that they apply these criteria in the production and procurement of the products ordered by us and to the services to be carried out.

§ 8 Inspections for Defects - Liability for Defects

1. We are obligated to examine the goods for possible quality and quantity variations within reasonable delay; the objection is considered to be on time, if it is received by the Supplier verbally or in writing (Sec. 126b BGB) within five (5) working days, counting from the inbound or in the case of hidden defaults, from the moment of discovery. If upon objection, Supplier denies the existence of a defect or if it doesn't react to it, we are entitled to have the goods examined by an expert; if he finds as a result that the goods have a defect, Supplier shall bear the cost of the expert.
2. The suspicion of a defect is already considered a defect, unless a factual basis is clearly missing for this suspicion; the existence of such a defect is not excluded if this suspicion turns out wrong later on.
3. Until the review of its duty to assume liability, Supplier must retrieve goods that were reported as being defective due to pest infestation within 48 hours after receiving the objection at its own cost; in other cases of complaint about the goods (e.g. contaminants), the delay to retrieve the goods shall be 72 hours. If this does not occur, we reserve the right to store the goods separately or to send them back to the sender.
4. We shall be entitled to the legal claims for defects without limitation; in any case we shall be entitled to choose to demand rectification of the defects or delivery of a new item from Supplier. The right to damage compensation, in particular the right to compensation in the place of fulfillment, shall expressly remain reserved.
5. The statute of limitation for damage claims amounts to 36 months from the time of risk transfer.
6. The limitations period for the damage claims is suspended by the inbound of our notice of defects in written form (Sec. 126b BG) for 6 months - counting from the inbound of the notice of defects.

§ 9 Product Liability - Indemnity - Liability Insurance

1. Supplier is obligated to indemnify us from damage claims from third parties for personal or material damage that is based on a fault of the product delivered by Supplier which was caused in the control and organizational area of Supplier and for which it is externally liable.

2. In the scope of its liability for damage events in the sense of para. 1, Supplier is also obligated to reimburse possibly incurred expenses according to Sections 683, 670 BGB as well as Sections 830, 840, 426 BGB, which result in conjunction with a recall action carried out by us. We shall inform Supplier of the content and extent of the recall to be carried out as far as possible and sensible and give it the possibility to make a statement. Other legal claims shall remain unaffected.
3. Supplier engages to maintain a product liability insurance (including recall cost protection) with a global insurance sum of EUR 10 million per personal damage/material damage; if we are entitled to further damage claims, these shall remain unaffected.

§ 10 Retention of Ownership - Provision of Materials - Tools - Non-Disclosure

1. If we provide materials to Supplier, we reserve the property rights to them. Processing or modification by Supplier are carried out for us. If our conditional goods are processed with items that do not belong to us, we acquire co-ownership in the new item in relation 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 inextricably mixed with items that do not belong to us, we acquire co-ownership in the new item in relation of the value of the conditional item (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing is carried out in such way that the item of the Supplier is considered to be the main item, it shall be agreed that Supplier transfers proportional co-ownership; Supplier stores the solely owned or the co- owned goods for us.
3. We reserve ownership of tools; Supplier is obligated to use the tools only for the production of goods ordered by us. Supplier is obligated to insure the tools owned by us at its own cost against damage from fire, water and theft. Simultaneously, Supplier assigns all damage claims from this insurance to us at this point; we herewith accept this assignment. Supplier is obligated to carry out necessary maintenance, inspections as well as all preventive maintenance and repair at its own cost and in due time. It must immediately notify us of any incidents; if it neglects this at its own fault, damage claims remain unaffected.
4. Supplier is obligated to strictly keep all received pictures, drawings, calculations and other documents and information secret. They may only be disclosed to third parties with our expressed consent. The non-disclosure obligation continues to apply after the carrying out of this agreement; it lapses if and as far as the production knowledge shown in the loaned pictures, drawings, calculations and other documents has become generally known.

§ 11 Business Principles

1. Our business principles describe the behavior standards which are applied in every area of our daily business worldwide. They reflect our obligation to do business based on trust and integrity. These form the basis for building and maintaining long-term, mutually beneficial relationships. We will treat each individual with respect and dignity and without any prejudice and expect the same of our suppliers.
2. The supplier shall adhere to our business principles to which we submit ourselves in equal manner. The supplier shall:

Zeelandia GmbH & Co. KG



General

- observe and comply with the applicable laws and regulations in the local market, in particular the respective applicable corruption criminal law;
- fulfil his social responsibility in all business activities, in particular manage business risks thoughtfully and professionally;
- prohibit any form of forced or child labor;
- respect internationally recognized human rights.

Staff

- only recruit and hire employees on the basis of their qualification and skills independent of their race, age, nationality, religion, sex and invalidity;
- counter and not tolerate any form of discrimination, mobbing or harassment
- always offer safe and healthy working conditions within the framework of the national regulations, both for his own employees as well as employees of third parties;
- adhere to the applicable laws, provisions and regulations with respect to wages and working hours;
- practice mutual trust, honesty, respect and loyalty
- live in the awareness of a joint responsibility for the performance and reputation of the company;
- provide for timely and open communication.

Business

- ensure that in dealing with business partners and government institutions, the company's interests and the private interests of employees are strictly separated on either side and that actions and decisions are made free from irrelevant considerations and personal interests;
- offer products and services which provide an added value in use and sale combined with high quality standards including health, safety and environmental standards;
- always consider the customers' best interests and strive for the provision of optimal service at any time;
- create long-lasting mutually positive relationships based on mutual trust and integrity;
- manage the business in accordance with the principles of fair competition, in particular, not to give or accept bribes or inappropriate advantages and not to enter into agreements with competitors which restrict free pricing and the free determination of terms and conditions.

Sustainability

- make business in a sustainable manner and assume ecological and social responsibility;
- lean on a culture of trust, neutral contact and equal opportunities;

- respectfully handle our environment, this means to economize with natural resources like raw materials, energy and water;
- care for environment-friendly and energy-saving production methods and decrease of environment pollution;
- distribute products, which were produced, stored, transported and depolluted by setting value on environmental protection;
- support avoiding, decrease and utilization of waste;
- continue to improve health protection and safety of every employee in order to avoid bodily injury, accidents and other pressure (hazardous substances, noise, mental stress);
- to a responsible and appropriate energy input and energy consumption;
- to aspire continued improvement of all performances regarded to energy;
- comply always with all effective legal requirements regarding use of energy, energy consumption and energy efficiency;
- support acquirement of energy-efficient products and services;
- support the awareness to act in all ranks of his organization ecologically sensitive and also face to face with third business partners;

3. In the event of indications for a violation of the business principles stated in lit. 1 by the supplier which is not immaterial, we are entitled to request from the supplier information in writing on the adherence to the rules of conduct within the framework of the mutual contractual relationships. Requests for information shall always be made in writing with full reserve to those interests of the supplier which are worthy of protection (in particular his company and business secrets) as well as respecting employees' rights (in particular data protection).

§ 12 Jurisdiction - Place of Fulfillment - Applicable Law

1. If the Supplier is a merchant (Kaufmann), Frankfurt am Main shall be the exclusive place of jurisdiction; we are, however, entitled to proceed against the Supplier at the court of its place of residence.
2. If nothing else is stipulated in the order, our place of business is the place of fulfillment for both parties.
3. The law of the Federal Republic of Germany shall apply; the UN purchase law is excluded.

Valid from June 25th, 2018