

## GENERAL PURCHASING CONDITIONS

### 1. General

These general purchasing conditions shall be binding if they are stated as applicable in the HOCHDORF order. The agreement becomes valid upon receipt of written confirmation from the supplier that they accept the order (order confirmation). Any other conditions on the part of the supplier shall only be valid if they are explicitly accepted by HOCHDORF in writing. Unless otherwise agreed in these general purchasing conditions, the provisions of the Swiss Code of Obligations shall apply. If any provision of these general purchasing conditions should prove to be invalid in whole or in part, the parties shall replace this provision with a new agreement that comes as close as possible to the legal and economic intention of the invalid provision.

### 2. Prices

All prices are calculated in Swiss francs unless there is another written agreement – DDP (Incoterms 2010) Delivered Duty Paid (... named place of destination), insured, taxed and duty paid; this includes all ancillary costs such as packaging, freight, insurance, taxes (VAT), levies, fees and customs duties borne by the supplier.

### 3. Terms of payment

Unless other terms of payment have been agreed in writing, the purchase price is due for payment 14 days 2% discount, 30 days net after delivery of the goods at the place of delivery, provided that HOCHDORF has received a proper invoice.

### 4. Place of delivery

The place of delivery is Hochdorf/Switzerland unless otherwise agreed by the parties in writing.

### 5. Ownership and assumption of risk

Ownership and risk are transferred to HOCHDORF once the goods are delivered at the place of delivery.

### 6. Delivery time

If delivery is not made by the agreed date, the supplier is in default after this date. In addition to the statutory claims arising from delay (Art. 103 et seq. OR), HOCHDORF is entitled to claim compensation for delayed deliveries, amounting to 0.5% for each full day of delay but not more than 10% in total, calculated on the contract price of the delayed part of the delivery. The consequences of default pursuant to Art. 190 OR are expressly excluded.

If goods arrive too early, HOCHDORF is entitled either to reject them or to store them at the supplier's expense.

### 7. Warranty

The goods are to be delivered in a defect-free condition and in accordance with the contractually agreed specifications. The supplier affirms that the delivered goods do not violate the legal regulations of Switzerland, in particular the Swiss food regulations, as well as the regulations of the EU, in particular the applicable EU directives.

The supplier affirms delivery of goods exclusively without any influence of genetically modified organisms.

The supplier affirms that the originals of all inspection certificates will be handed over to HOCHDORF upon delivery of the goods to the place of delivery. HOCHDORF is entitled to refuse acceptance of the goods at the supplier's expense in the absence of the original inspection certificates. The supplier shall secure the documents required for organic goods in accordance with the Organic Farming Ordinance in good time and shall transfer these with the delivery of goods. If these documents are

missing, HOCHDORF may refuse to accept the goods at the supplier's expense.

### 8. Traceability

The supplier must ensure traceability in accordance with the statutory regulations, in particular the Ordinance on Foodstuffs and Consumer Products (LGV) and the applicable EU regulation. Upon request, HOCHDORF shall be granted access to the written documents concerning traceability.

### 9. Duty of inspection and obligation

The investigation and complaint obligations pursuant to Art. 201 and Art. 367 of the Swiss Code of Obligations are waived. HOCHDORF shall be entitled at any time during the limitation period in accordance with point 11 to give notice of defects or missing warranted characteristics.

### 10. Guarantee claims

In addition to the legally regulated claims (cancellation, reduction and damages [direct and indirect damages such as, in particular, compensation for consequential damages such as loss of profit, mixing damage, third party damages, costs for cleaning the equipment and disposal of the defective goods as well as additional costs incurred by HOCHDORF itself, whereby fault on the part of the supplier is not always assumed]), HOCHDORF is entitled, at its discretion, to demand replacement or repair of the defective goods or goods which do not correspond to the warranted characteristics.

### 11. Warranty period

Warranty claims expire 60 days after expiry of the contractually agreed best-before date of the delivered goods. If replacement goods or repaired goods are supplied, warranty claims shall become statute-barred 60 days after expiry of the contractually agreed shelf life of the replacement goods or the repaired goods.

### 12. Cancellation

In the event of significant reasons, in particular due to changes to food regulations and import restrictions that have taken place between the award of the order and delivery, HOCHDORF reserves the right to withdraw from the agreement without any liability for compensation.

### 13. Applicable law and jurisdiction

The legal relationship between the parties shall be governed exclusively by Swiss law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and to the exclusion of the conflict of laws provisions.

The ordinary courts in Hochdorf/Switzerland are exclusively responsible for all disputes arising from this legal relationship.

As of Juli 2019