

T&C's of Koch Tiefkühlkost International GmbH & Co. KG, 10707 Berlin

§ 1 Applicability of the terms and conditions

The deliveries, services and offers of Koch Tiefkühlkost International GmbH & Co. KG ("Seller") as well as the corresponding orders and purchase contracts are made exclusively on the basis of these Terms and Conditions. These therefore also apply to all future contracts and business relationships, even if they are not explicitly agreed again. These terms and conditions are deemed to be accepted at the latest upon receipt of the goods or services. The Seller does not agree to any terms and conditions that conflict with or deviate from the Seller's Terms and Conditions, unless the Seller has expressly agreed to their validity in writing. The Seller's Terms and Conditions shall also apply if the Seller carries out the delivery without reservation in the knowledge that the Buyer's terms and conditions conflict with or deviate from the Seller's Terms and Conditions.

§ 2 Offer and prices

- (1) The Seller's offers are subject to change and non-binding, unless expressly agreed otherwise.
- (2) Unless otherwise agreed, all prices are ex works, in Euros plus VAT at the statutory rate on the date of invoicing, if applicable.
- (3) Unless otherwise agreed, all prices are exclusive of licence fees in accordance with the price list of the dual system commissioned by us valid at the time of conclusion of the contract.

§ 3 Delivery and performance time

- (1) Delivery dates or deadlines, which may be agreed as binding or non-binding, must be made in writing, whereby a binding agreement must be explicitly designated as such.
- (2) Seller is not responsible for delays in delivery and performance due to force majeure and events that make delivery significantly more difficult or impossible for the Seller – these include, in particular, strikes, lockouts, official orders, traffic disruptions through no fault of the Seller, insufficient self-supply, fire, frost, accidents, machine damage, lack of transport space, import restrictions, import bans, war, political unrest, riots, energy shortages, etc., even if they occur at the Seller's suppliers or their sub-suppliers – even if binding deadlines and dates have been agreed. They entitle the Seller to postpone the delivery or service for the duration of the hindrance plus a reasonable start-up period or to withdraw from the contract in whole or in part due to the unfulfilled part, insofar as he does not receive the delivery item through no fault of his own, despite having previously concluded a corresponding purchase contract on his part with due commercial care. The Seller shall inform the buyer immediately of the late availability of the delivery item and, if it wishes to withdraw from the contract for this reason, shall exercise its right of withdrawal immediately.
- (3) If the hindrance lasts longer than three months, the buyer shall be entitled, after setting a reasonable grace period, to withdraw from the contract with regard to the part not yet fulfilled. If this delivery period is extended or if the Seller is released from his obligation, the buyer cannot derive any claims for damages from this. The Seller may only invoke the aforementioned circumstances if he notifies the buyer immediately.
- (4) Unforeseen changes in currency exchange rates, freight or insurance rates shall be borne by the buyer. The same applies to changes in customs duties, levies and compensation charges since the conclusion of the contract.
- (5) The sale is subject to correct and timely delivery to the Seller, provided that a corresponding purchase contract for the delivery item has been concluded by the Seller with due commercial care and the delivery to the Seller does not take place through no fault of the Seller.
- (6) The Seller is entitled to make partial deliveries and render partial services at any time.
- (7) The Seller's compliance with its delivery and performance obligations is subject to the timely and proper fulfilment of the buyer's obligations.

§ 4 Framework orders

- (1) If the buyer orders a specific total quantity of products within a defined delivery period as part of a framework agreement, individual orders are required for the specific purchase orders, which are then used to call off the framework agreement by individual orders.
- (2) Invoicing shall be carried out in direct connection with the respective individual orders.
- (3) If the buyer does not place orders within the specified delivery period of the framework order to call off the total quantity, the Seller shall be entitled to invoice the quantities not yet called off at the end of the delivery period and the buyer shall be obliged to pay the purchase price for the outstanding quantities.
- (4) The buyer shall remain entitled to call off the goods for a period of 2 months after the expiry of the specified delivery period. However, the buyer shall be obliged to reimburse the Seller for the storage

costs for the period after the expiry of the specified delivery period. After expiry of the 2 months, the customer's claim to delivery of the quantities not yet called off shall expire without this affecting the Seller's claim for payment.

§ 5 Retention of title

(1) Until all claims (including all balance claims from current accounts) to which the Seller is entitled against the buyer now or in the future for any legal reason have been satisfied, the Seller shall be granted the following securities, which he shall release on request at his discretion, insofar as their value exceeds the claims by more than 20% on a sustained basis.

(2) The goods remain the property of the Seller. Processing or transformation is always carried out for the Seller as the manufacturer, but without any obligation on his part. If the Seller's (co-)ownership expires due to combination, it is hereby agreed that the buyer's (co-)ownership of the uniform item shall be transferred to the Seller on a pro rata basis (invoice value). The buyer shall store the Seller's (co-)owned goods free of charge. Goods to which the Seller is entitled to (co-)ownership are hereinafter referred to as goods subject to retention of title.

(3) The buyer is entitled to process and sell the goods subject to retention of title in the ordinary course of business, provided that he is not in default. Pledging or transfer by way of security is not permitted. The buyer hereby assigns to the Seller, by way of security, all claims arising from the resale or other legal grounds (insurance, tort) in relation to the goods subject to retention of title (including all balance claims from current accounts). The Seller irrevocably authorises the Buyer to collect the claims assigned to the Seller on its own account in its own name. This authorisation to collect can only be revoked if the buyer does not properly meet its payment obligations.

(4) In the event of access by third parties to the goods subject to retention of title, in particular seizures, the buyer shall indicate the Seller's ownership and notify the Seller immediately so that the Seller can enforce its ownership rights. If the third party is unable to reimburse the Seller for the judicial and extrajudicial costs incurred in this connection, the buyer shall be liable for these costs.

(5) In the event of conduct by the buyer in breach of contract – in particular default in payment – the Seller shall be entitled to take back the goods subject to retention of title or, if necessary, to demand assignment of the buyer's claims for surrender against third parties. The taking back or seizure of the goods subject to retention of title by the Seller shall not constitute a withdrawal from the contract.

§ 6 Payment

(1) A payment shall only be deemed to have been made when the Seller has access to the amount. In the case of cheques, payment shall only be deemed to have been made when the cheque has been cashed.

(2) If the buyer defaults on payment, the Seller is entitled to charge interest at a rate of 8 percentage points above the base rate from the relevant date. The Seller is entitled to provide evidence of higher damages.

(3) If the Seller becomes aware of circumstances that call into question the buyer's creditworthiness, in particular if a cheque is not honoured or payments are suspended, the Seller shall be entitled to demand payment of the entire remaining debt, even if cheques have been accepted. In this case, the Seller shall also be entitled to demand advance payments or security.

(4) The buyer shall only be entitled to offset, retain or reduce payments, even if complaints or counterclaims are asserted, if the counterclaims have been legally established or are undisputed. However, the buyer shall also be entitled to retain payments on the basis of counterclaims arising from the same contractual relationship.

(5) The Seller is entitled to assign the claims arising from the business relations with the buyer.

(6) If the buyer is in default of any payment obligations to the Seller, all existing claims shall become due immediately.

§ 7 Limitation of liability

Except in the case of breach of essential contractual obligations, the Seller shall only be liable for damages if and to the extent that the Seller, its legal representatives, executive employees or other vicarious agents are guilty of intent or gross negligence. In the event of a breach of essential contractual obligations, the Seller shall be liable for any culpable conduct on the part of its legal representatives, executive employees or other vicarious agents, whereby essential contractual obligations are those whose fulfilment is essential for the proper execution of the contract and on whose compliance the buyer may regularly rely. Except in cases of intent or gross negligence on the part of legal representatives, executive employees or other vicarious agents, the Seller's liability shall be limited to the amount of damage typically foreseeable at the time of conclusion of the contract. There shall be no liability for lost profits. Liability for compensation for indirect damages shall only exist in cases of intent or gross negligence on the part of legal representatives, executive employees or

other vicarious agents of the seller. The aforementioned exclusions and limitations of liability shall not apply in the event of intentional acts, the assumption of express guarantees by the Seller and for damages resulting from injury to life, limb or health, as well as in the event of claims under the German Product Liability Act and on the basis of mandatory statutory provisions.

§ 8 Applicable law, place of jurisdiction

(1) These Terms and Conditions and all legal relationships between the Seller and the buyer shall be governed by the law of the Federal Republic of Germany, excluding the provisions of international private law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

(2) If the buyer is a fully qualified merchant (Vollkaufmann) within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, Berlin shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship, with the exception that Seller is also entitled to file claims against buyer at the buyer's registered seat.

As of 09/2025