



Reichold Feinkost GmbH

FORMBLATT

01_FB General Terms and Conditions of Reichold Feinkost GmbH

öffentlich

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A. General

1. Reichold Feinkost GmbH is hereafter referred to as “Reichold Feinkost”, and every contracting party of Reichold Feinkost is hereafter referred to as the “contracting party” regardless of whether the party is a buyer or a supplier. These terms and conditions only apply to entrepreneurs.
2. By concluding the contract, the contracting party accepts the General Terms and Conditions below. Any agreements that deviate from the above must be confirmed by Reichold Feinkost in writing. The contracting party hereby waives the application of its own terms and conditions. Any acknowledgements by the contracting party that make reference to the contracting party's own terms and conditions are hereby objected to.
3. The laws of the Federal Republic of Germany apply exclusively to the business relationship between Reichold Feinkost and the contracting party; the application of the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded.
4. Prices listed by Reichold Feinkost refer to net prices, plus any applicable VAT that may have to be calculated.
5. In the event one of the terms and conditions noted above or below is found to be invalid, it shall not affect the validity of the other conditions and agreements. At the same time, the parties are obliged to replace an invalid condition with a condition that most closely corresponds to the business purposes of the invalid condition.
6. With regard to cross-border merchandise traffic and for the case that contractual agreements are arranged in German or other languages, the German version of the contract shall always be authoritative in the case of disputes.
7. Force majeure events or labour disputes, in particular strikes and lock-outs, are an impediment to agreed lead-times;

where the aforementioned situations last longer than four weeks, Reichold Feinkost is entitled to withdraw from the contract and the contracting party is not entitled to derive any rights from this action.

B. Purchasing conditions

1. Supplier requirements

Suppliers must have established a sound quality management system. The finished products must be produced according to HACCP principles on the basis of the Codex Alimentarius (Food Code). This also includes production equipment at the corresponding state of technology and sufficiently trained personnel. Production activities may only take place at the company's locations that are listed in the RF supplier questionnaire. Different locations must be confirmed by Reichold Feinkost in writing.

Production must be based on ethical and environmental policy aspects, including the absence of child labour, compliance with the respective country's social minimum standards, and a sound environmental management system. The Code of Conduct of the current version of the Business Social Compliance Initiative (BSCI) is considered the minimum standard in this context. The regulations may be viewed on the internet at www.bsci-eu.com.

2. Product characteristics

- a) The contracting party warrants that the products have the contractually agreed characteristics. The agreed raw material specification forms the basis for the characteristics. Changes to the same are only permitted with Reichold Feinkost 's prior written consent.
- b) The contracting party also warrants that the products are suited for human consumption without limitation, and that they correspond to the authoritative food regulations of the Federal Republic of Germany and the EU.
- c) The following applies to fish: valid for fish and fish products, seafood and seafood products. See Schedule *Principals for sustainable fishing*.

3. Inspection obligation

Reichold Feinkost commits that it will inspect the delivered goods immediately, but no later than within 14 days of delivery. Complaints must immediately be reported to the contracting party. Following verbal advance notice, reprimands must be forwarded in writing within one week.

4. Delivery dates

Agreed delivery dates are binding and must be adhered to. The contracting party must immediately inform Reichold Feinkost of foreseeable delays. In the event the contracting party fails to comply with fixed dates (fixed purchases as defined by sec. 376 HGB (German Commercial Code)), Reichold Feinkost is entitled to withdraw from the contract or - if the contracting party is in default - demand damage compensation in lieu of fulfilment without further warning. Reichold Feinkost may only claim fulfilment if it has informed the contracting party of its intention immediately after the expiry of the time period or a certain deadline.

5. Place of fulfilment

The destination indicated in the purchase order is the place of fulfilment for deliveries and services.

6. Transfer of risks / Transport risk

- a) The transport risk is assumed by the contracting party; this also applies if the products are delivered by third-party means of transport, or means of transport selected by the contracting party.
- b) The contracting party assumes liability that the transportation that has been engaged warrants the cooling temperature that is required for the products, that it is otherwise suitable for the proper transport of the products and features an excellent hygiene standard, and that it satisfies the requirements under the food legislation.

7. Invoice / Payment

- a) Invoices for merchandise traffic within Germany must correspond to the applicable provisions under the VAT legislation, presently sec. 14 (4) ESTG (Value Added Tax Act). The applicable provisions that apply to intra-European merchandise traffic must be observed. In general, invoices must include the VAT ID number of the service provider, if it is not already generally indicated in place of the national tax number; invoices must also include the VAT ID number of the service recipient and a reference to the service recipient's tax liability. Invoices from third states must be eligible for acceptance under the applicable German tax laws.
- b) Unless otherwise agreed, payments are due 30 days after proper delivery and invoicing. Reichold Feinkost is entitled to deduct a 3% discount if payments are made within 14 days of receiving the invoice / goods.



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C. Terms of sale

1. General

- a) Offers submitted by Reichold Feinkost are subject to change and non-binding.
- b) In the event that the contracting party's purchase orders are deemed offers as defined by sec. 145 BGB (German Civil Code), Reichold Feinkost is entitled to accept these offers within two weeks of receipt. It does so by furnishing a written and binding order confirmation on the basis of these General Terms and Conditions.
- c) Reichold Feinkost reserves all rights of ownership and copyrights to illustrations, drawings, calculations etc., and documents that are expressly identified as "confidential". They may not be forwarded to third parties without Reichold Feinkost's express written consent.

2. Prices / Payment terms

- a) In the absence of different stipulations in the order confirmation, Reichold Feinkost's prices are quoted "ex works" excluding packaging (which is charged separately).
- b) The deduction of discounts is subject to a special written agreement.
- c) In the absence of different stipulations in the order confirmation, the net purchase price is payable immediately (without deduction). In the case of payment default, Reichold Feinkost is entitled to apply default interest of at least eight percentage points above the base rate. It also reserves the right to assert a higher claim for damages that can be justified under the laws.
- d) The contracting party is only entitled to offset amounts if its counterclaims have been established as final and absolute, are undisputed or have been acknowledged by Reichold Feinkost. In addition, it may exercise a right of retention to the extent that its counterclaim is based on the same contractual relationship.

3. Delivery time

- a) A delivery time indicated by Reichold Feinkost assumes that all technical issues have already been clarified by the start of this period.
- b) Moreover, compliance with the delivery commitment also assumes the timely and proper fulfilment of the contracting party's obligation. The objection of an unfulfilled contract is reserved.
- c) In the event the contracting party fails to accept or culpably breaches other cooperation obligations, Reichold Feinkost is entitled to claim compensation for the resulting damages, including possible additional expenses. Further claims are reserved.

- d) Insofar as the requirements of para. 3 apply, the risk of incidental destruction or deterioration of the products transfers to the contracting party at the moment it is in default of acceptance or debtor's delay.
- e) Reichold Feinkost is liable according to the statutory provisions to the extent that the underlying purchase agreement is a fixed-date transaction as defined by sec. 286 (2) no. 1 BGB or sec. 376 HGB. Reichold Feinkost is also liable according to the statutory provisions if the customer, as a result of a delivery delay that is Reichold Feinkost's responsibility, is entitled to assert that an interest in the continued fulfilment of the contract no longer applies.
- f) Reichold Feinkost is also liable according to the statutory provisions if the delay is due to an intentional or grossly negligent breach of contract that is Reichold Feinkost's responsibility; culpability on the part of representatives or vicarious agents must be attributed to Reichold Feinkost. If the delay in delivery is not due to an intentional breach of contract that is Reichold Feinkost's responsibility, liability for damages shall be limited to the typical, foreseeable damages.
- g) Reichold Feinkost is also liable according to the statutory provisions if the delay in delivery that is Reichold Feinkost's responsibility is based on the culpable breach of an essential contractual obligation; however, in this case the contracting party's claim for damages is limited to the typical, foreseeable damages.

4. Transfer of risks - packaging costs

- a) In the absence of different stipulations in the order confirmation, all deliveries are "ex works".
- b) In the absence of a special agreement, sec. 15 of the Packaging Act (VerpackG) applies.

5. Liability for defects

- a) Claims for defects by the contracting party assume that it has duly complied with its inspection and reprimand obligations under sec. 377 HGB.
- b) If the purchase item is defective, Reichold Feinkost is entitled to either demand supplementary performance in the form of remedying the defect, or the delivery of a new defect-free item. In the case of remedial action, Reichold Feinkost is responsible for all expenses, in particular all transport, road, labour and material costs, that are required to remedy the defect, as long as these are not increased by the fact that the purchase item was moved to a location that is different from the place of fulfilment.

- c) If two attempts at supplementary performance are unsuccessful, the contracting party may either withdraw from the contract or demand a reduction.
- d) Reichold Feinkost is liable according to the statutory provisions if the contracting party asserts damage compensation claims that are due to intentional or grossly negligent action, including intentional or grossly negligent action on the part of Reichold Feinkost's representatives or vicarious agents. Insofar as the Reichold Feinkost is not accused of an intentional breach of contract, any liability for damage compensation is limited to the typical, foreseeable damages.
- e) Reichold Feinkost is liable according to the statutory provisions if an essential contractual obligation has been culpably breached; however, in this case the liability for damage compensation is limited to the typical, foreseeable damages.
- f) The liability due to a culpable injury to life, body or health is not affected; this also applies to mandatory liability pursuant to the Product Liability Act.
- g) In the absence of different provisions above, any liability on the part of Reichold Feinkost is hereby excluded.
- h) The period of limitation for claims for defects is 12 months, calculated as of the transfer of risks.

6. Collective liability

- a) Liability from damage compensation that goes beyond the liability noted in section 5 is hereby excluded, regardless of the legal nature of the claim that is asserted. This applies in particular to damage compensation claims from culpability at the time the contract was concluded, due to other breaches of obligation, or due to tortious claims for the compensation of property damages pursuant to sec. 823 BGB.
- b) The limitation pursuant to para. 1 also applies to the extent that the contracting party, rather than claiming compensation for property damages, demands that it is reimbursed for fruitless expenses instead.
- c) To the extent that liability for damage compensation vis-a-vis Reichold Feinkost is excluded or limited, this also applies with respect to the personal liability for damages compensation on the part of Reichold Feinkost's salaried employees, staff, representatives and vicarious agents.

7. Retention of title

- a) Reichold Feinkost retains ownership of the purchase item until it has received all payments from the delivery contract. In the event that the customer's conduct is contrary to the

contract, particularly in the case of payment default, Reichold Feinkost is entitled to take back the purchase item. By taking back the purchase item, Reichold Feinkost withdraws from the contract. After taking back the purchase item, Reichold Feinkost is entitled to sell the item and apply the proceeds from the sale against the contracting party's liability - less reasonable sale costs.

- b) In the case of attachments or other third-party interventions, the contracting party must immediately inform Reichold Feinkost in writing, so that Reichold Feinkost may file a third-party counterclaim action. If the third party is not able to reimburse Reichold Feinkost for the legal or out-of-court costs of a lawsuit pursuant to sec. 771 ZPO (Code of Civil Procedure), the contracting party shall be liable for the loss suffered by Reichold Feinkost.
- c) The contracting party is entitled to resell the purchase item in the normal course of business; it already assigns to Reichold Feinkost all claims in the amount of the final invoice amount (including applicable VAT), which accrue to the contracting party from reselling the item to buyers or third parties, and regardless of whether the purchase item was resold without or after processing. The contracting party remains entitled to collect its claim, even after the assignment. Reichold Feinkost's authorisation to collect the claim on its own is not affected. However, Reichold Feinkost will not collect the claim as long as the contracting party meets its payment obligations from the collected proceeds, is not in payment default and in particular no application has been made to commence insolvency proceedings and payments have not been suspended. But if that is the case, Reichold Feinkost may demand that the contracting party discloses the claims assigned to Reichold Feinkost and their debtors, and furthermore that the contracting party provides all information required for collection, hands over the related documents and informs the debtors (third parties) of the assignment. Reichold Feinkost hereby accepts the assignment.
- d) Any processing or transformation of the purchase item by the contracting party is always performed for Reichold Feinkost. If the purchase item is processed together with other items not belonging to Reichold Feinkost, Reichold Feinkost acquires co-ownership in the new item at the amount of the purchase item's value (final invoice amount including applicable VAT) relative to the other processed items at the time of processing. For the remainder, items resulting from processing activities are subject to the same stipulations that apply to purchase items that are delivered subject to retention of title.
- e) If the purchase item is inseparably combined with other items not belonging to Reichold Feinkost, Reichold Feinkost acquires co-ownership in the new item at the amount of the

purchase item's value (final invoice amount including applicable VAT) relative to the other combined items at the time they are combined.

If items are combined in such a way that the contracting party's item must be viewed as the main item, it is agreed that the contracting party assigns proportionate co-ownership to Reichold Feinkost. The contracting party safeguards the resulting sole ownership or co-ownership on behalf of Reichold Feinkost.

- f) The contracting party also assigns to Reichold Feinkost the claims designed to secure Reichold Feinkost's claims against the contracting party, which accrue to the contracting party against a third party from combining the purchase item with land. Reichold Feinkost hereby accepts the assignment.
- g) Reichold Feinkost commits to release the collateral at the contracting party's request if the realised value of the collateral exceeds the claims that are to be secured by more than 70%; Reichold Feinkost has the right to select the collateral to be released.

D. Lump-sum damages

If and insofar Reichold Feinkost is entitled to demand damage compensation from the contracting party due to a breach of contract or for other reasons, it may demand lump-sum damages of 20% of the contractual net sales.

The contracting party is entitled to submit proof that the damages did not occur, or that the damages are much smaller. The assertion of higher, statutory damage compensation claims is not affected as a result.

E. Final provisions

1. Verbal side agreements are only valid if confirmed in writing.
2. Insofar as these terms include principles or provisions that have an effect on quality and processing, the parties agree that they will be replaced by the new provisions in the event the original provisions are amended.
3. The District Court of Bad Schwalbach (or the Regional Court in Wiesbaden if the contracting party is a merchant) shall be the place of jurisdiction for all disputes from the contractual relationship.