

General Terms of Business

for the company Halton Foodservice GmbH, 83242 Reit im Winkl, Germany

State: June 25, 2020

1. Validity of the conditions

- (1) The following General Terms of Business apply to all our deliveries and services. They are already agreed upon with our customers for all future contractual relationships.
- (2) Our General Terms of Business have priority. Non-conforming terms of the customer even then are not valid if we did not expressly contradict them.

2. Offers

- (1) Our offers are without engagement. All declarations become effective only with our written confirmation. This also applies to orders accepted by representatives or authorized representatives as well as secondary agreements and changes.
- (2) The documents belonging to the offer – such as drawings, illustrations, weight specifications and information about broken walls – are only approximated decisive as far as they are not explicitly designated as obligatory by the customer.
- (3) We reserve all owner permissions and all copyrights on the offer and possible further documents for ourselves. They may not be passed, published or duplicated without our permission or used otherwise than the agreed purpose, or made accessible to competitors.
- (4) Insignificant changes of the supplied subjects due to production as well as technical improvements remain reserved, as far as the differences are acceptable for the customer.
- (5) All additional work (e.g. bricklayer's work, breaking down walls, plastering, carpenter's work, excavations, electrical work, painting) are not contained in our offers, provided that they are not separately specified by number and price. If such works are carried out by us, they have to be compensated. The same applies if interruptions to the installation become necessary from circumstances, which we are not responsible for.
- (6) It is the customer's business to get – in time and at the customer's expenses – the permissions needed for the installation and operation of the plant. In case we help our customer (if required) with the permissions, the customer bears the resulting costs.

3. Delivery

- (1) The specified delivery time is only obligatory in case it is expressly declared in writing in our confirmation of order. Without such an explicit declaration, the specified delivery times are to be considered as approximate only.
- (2) An agreed period of time for carrying out the installation begins only with the final determination of all business and technical pre-conditions for carrying out the plant, yet not before the permission to be procured by the employer are available and yet not before an agreed deposit is paid. The period of time for carrying out is kept if the plant can be operated even if individual works are carried out later.
- (3) Act of God (e.g. public riots), breakdowns (e.g. strike, lockout), absence of raw materials and necessary materials, as well as unavoidable events (occurred to us or our suppliers) lead – even in case of existing delay – to an adequate prolongation of delivery time. If the delivery is complicated considerably by these events, we have the right to withdraw from the contract.
- (4) Part deliveries are permissible. They may be charged separately to the customer's account.
- (5) All deliveries are made at the expense and danger of the customer as far as nothing different is agreed. We take out insurance against damages incurred during transit and losses only at

strict order of the customer and to the customer's debit. We will decide upon the means of shipment, transport and packing if we don't get other strict orders.

- (6) Possible damages and losses are to be certified immediately by the carrier onto the consignment note before unloading to maintain the guarantee claims.
- (7) If the delivery is delayed without our fault, the agreed price will be payable at the originally agreed date of delivery without any deduction.
- (8) If the delivery of finished goods is delayed at the request of the customer, we will be entitled to charge the costs for storing the goods, beginning with the fourth week after notifying the customer of a possible delivery. Basis of such a calculation will be the actual local costs of storage, at least 0.5 % of the delivery value per month net.

4. Prices and terms of payment

- (1) Our prices are ex works (Incoterms 2000) if nothing else is agreed upon, plus packing and plus the legal value added tax valid on the day of billing.
- (2) The current price at the date/time of delivery will be valid if no other price is agreed upon.
- (3) If the manufacture and delivery of ordered goods with agreed prices is delayed without our fault, we are entitled to adequately rise the price (after four months of conclusion of contract), considering possible higher wage and material costs.
- (4) If nothing else is agreed upon, payments have to be made net cash under the following conditions: 10 days net.
- (5) Costs for repairing and mounting become due with 10 days on receipt of the calculation net cash without any deduction.
- (6) In case of default of payment, we are entitled to demand an interest on arrears of 4 % p. a. above the base interest rate of the Deutsche Bank (German National Bank), at least 6 % p. a. If we are able to prove that we had higher costs due to the delay, we may demand the higher costs. The customer may prove that we had no or substantially less costs due to the delay of payment.
- (7) We are not obliged to take bills of exchange or cheques in part exchange. If they are accepted they will be accepted only on the condition of fulfilment. All entailed costs have to be paid by the customer. We don't guarantee for punctual presentation, protest, information and return of a bill of exchange in case it can't be cashed.
- (8) If, after conclusion of contract, circumstances which let the fulfilment of the contractual duties of the customer appear endangered, we are entitled to make further deliveries and services only against advance payment or against granting first securities. If it is not corresponded to this request within an appropriate period of time after reminder and after a fixed deadline, we can account for the services produced until then, and, as for the rest, withdraw from the contract.
- (9) The customer is only authorized for clearing, retaining or reduction if customer's complaints or counter-claims are legally established or non-contentious. However, the customer is also entitled to retaining because of counter-claims resulting from the same contractual relationship.

5. Reserved ownership

- (1) Until all our claims, including all today or future balance-claims from current account against our customer (whatever the legal basis was), we are granted the following securities; we will release those

securities on customer's choice if the securities' value strongly exceeds our demands with more than 20 %.

(2) Delivered goods remain our property up to complete payment. In case the customer reacts contrary to contract (especially default of payment) we are entitled to take back delivered goods or, if necessary, demand the transfer of the customer's surrender-claims against third parties. In our taking back or seizure of reservation-goods, no case of withdrawal of contract is given.

(3) The customer is authorised to manufacture and sell goods which are our full or partial property in regular business dealings (reservation-goods), as long as the customer is not in delay of payment. Manufacturing and redesign taken lace for us as the manufacturer but without any liability for us. Expires our (co-) property due to connection, it is already now agreed that our customer's (co-)property with the united good passes over to us value-proportionately. The customer keeps our (co-)property without costs.

(4) Already now the customer completely cedes to us all the demands resulting from reselling or other legal reasons (e.g. insurance benefits, unauthorized actions) relating to the reservation-good (including all balance-demands of current account) as a security. We authorize (may be withdraw) our customer to charge the ceded demands on our account and by his own name. This standing order to charge may be withdrawn if the customer doesn't keep his payments or if other important reasons occur.

(5) Seizure or safety-transfer of reservation-goods is inadmissible. In case of access of third parties to the reservation-good (especially seizure and other impairment of our securities) the customer has to point out to our property and has to inform us immediately. If the third party is not able to cover judicial or non-judicial costs which may be caused to us in this context, the customer will be held responsible.

(6) The customer also cedes us the demands as a security which arises from a combination of the supplied goods with a real estate against a third party.

(7) As far as delivered goods have become essential components of a real estate, the customer engages himself, in case the agreed upon dates of payment are not kept, to allow us the dismantling of those objects which can be removed without substantial impairment of the building. Furthermore, the customer engages himself to transfer back the complete property of these subjects. The customer bears the costs.

6. Guarantee

(1) The goods have to be checked immediately for being in accordance with the contract object, completeness and lack of defects. The notice of defects – in case of obvious defects – must be notified in writing immediately, at latest 8 working days after arrival of the goods at the point of destination. Defects which can't be discovered within this period of time even after careful testing have to be notified in writing immediately after discovery. §§ 377 and 378 of HGB (German trade laws) remain untouched.

(2) If there are defects, which we have to stand in for, we can decide whether we will eliminate the defects or replace the defect good. In case of elimination of defects we are obliged to bear all expenses which are necessary to eliminate the defect (in particular costs for transport, way, labour, material).

(3) If we are not prepared or if we are not able to eliminate the defect or replace the good or the elimination or replacement fails, the customer will be entitled to demand a reduction of remuneration or cancel the contract.

(4) As far as in the following nothing else results, further claims of the customer are impossible (whatever the legal reasons are). Therefore, we can't be held responsible for other damages but of the supplied good; we can't be held responsible in particular for missed profit or loss of customer's property.

(5) The exclusion of liability mentioned above is not valid as far as the reason of damage is due to intent or gross negligence. The exclusion of liability is also not valid if the customer enforces damage-claims become of non-compliance due to a lack of an assured feature, according to §§ 463, 480 paragraph 2, BGB (German Civil Code).

(6) We don't guarantee for those damages which are due to repairs or interventions in the supplied good by third parties.

7. Place of fulfilment, legal domicile, applicable laws

(1) Place of fulfilment for all liabilities out of the contract is Traunstein.

(2) Exclusive venue with lawsuits with fully qualified merchants, juristic persons of public law or property under public law is Traunstein. We are, however, entitled to sue the customer at his general venue.

(3) The laws of the Federal Republic of Germany apply under exclusion of EKG/EAG and the UN-buying-law.

(4) If some clauses of this General Terms of Business are fully or in part inoperative, it will not affect the other provisions/clauses.

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Halton
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