

**GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY  
of MEGGLE Bakery GmbH  
As of June 23, 2022**



**1. Scope of Application, Deviating Terms and Conditions, Future Business, Prevailing Agreements, Written Form for Legally Relevant Declarations**

- 1.1 These General Terms and Conditions of Sale and Delivery shall apply to any offers or declarations of acceptance issued by MEGGLE Bakery GmbH (hereinafter referred to as "**MEGGLE Bakery**"), as well as to any deliveries and other services provided by MEGGLE Bakery (including cost estimates, additional services, consultations and information), and to all contracts that MEGGLE Bakery concludes as a seller, supplier and contractor with the buyer or client (hereinafter referred to as the "**Customer**").
- 1.2 These General Terms and Conditions of Sale and Delivery shall apply exclusively. Any conflicting, deviating or supplementary conditions of the Customer shall only apply if MEGGLE Bakery explicitly consents to their validity in writing in each case. These General Terms and Conditions of Sale and Delivery shall only apply to dealings with "entrepreneurs", as defined in Section 14 of the German Civil Code (BGB).
- 1.3 These General Terms and Conditions of Sale and Delivery shall even apply if MEGGLE Bakery unconditionally delivers a product or service to the Customer in the knowledge of the latter's conflicting or deviating conditions.
- 1.4 The latest version of these General Terms and Conditions of Sale and Delivery shall also apply exclusively to any future business concluded with the Customer within the scope of the parties' current business relations, even if the application of this document is not explicitly agreed again.
- 1.5 Any individual agreements concluded with the Customer (including side agreements, additions and amendments) and any deviating information contained in offers / declarations of acceptance shall take precedence over these General Terms and Conditions of Sale and Delivery.
- 1.6 Any legally relevant declarations and notifications to be submitted by the Customer to MEGGLE Bakery after the contract has been concluded (e.g. set deadlines, complaints for defects, declaration of withdrawal from the contract or price reductions) must be made in writing to be effective.

**2. Contractual Declarations (Written Form), Documents**

- 2.1 Any offers, declarations of acceptance/order confirmations, amendments and other (side) agreements before or upon conclusion of the contract must be made in writing to be legally effective (e.g. letter, fax, signed document sent via email; hereinafter referred to collectively as "**in writing**").
- 2.2 Any offers made by MEGGLE Bakery (particularly regarding prices, quantities and delivery dates) shall be non-binding and only regarded as an invitation for the Customer to make a request for a contract (hereinafter referred to as an "**order**"), unless stated otherwise in a specific offer submitted by MEGGLE Bakery. The Customer shall be bound to its order for two weeks. A contract shall only become legally effective when MEGGLE Bakery issues a written order confirmation, but at the latest – by derogation from Section 2.1 – when the Customer accepts the delivery.
- 2.3 MEGGLE Bakery shall retain ownership of any technical illustrations, product descriptions or other documents issued to the Customer over the course of the contractual negotiations. They may only be passed on to third parties with MEGGLE Bakery's express prior written consent.

2.4 MEGGLE Bakery shall be entitled to ask the Customer to prove it is authorised to purchase the ordered products if the applicable laws stipulate a special form of registration and/or authorisation for the purchase of the type of products concerned. MEGGLE Bakery shall only be obliged to deliver the products when the Customer has provided the appropriate evidence.

**3. Assignments, inclusion of Third Parties, Pricing, Terms of Payment, Late Payment, Electronic Invoicing, Offsetting / Withholding Payments, SEPA Direct Debit Mandate, Financial Deterioration**

3.1 MEGGLE Bakery may assign claims arising from or in connection with the contract to affiliated companies or to other third parties. MEGGLE Bakery shall further be entitled to commission third parties for performance of contractual obligations for which it is responsible.

3.2 Unless otherwise stated in an order confirmation, all prices shall include "Free Carrier" shipment from MEGGLE Bakery's headquarters (FCA, Incoterms 2020) and the usual packaging. Unless otherwise agreed, all prices shall be indicated as net prices in euros; statutory value added tax shall be charged additionally ; the value added tax shall be indicated separately.

MEGGLE Bakery shall adjust the prices to be paid at its reasonable discretion to the development of the costs that are relevant for the calculation of prices. A price increase shall be possible and a price reduction shall be made if, for example, there is an increase or decrease in the cost of procuring energy or raw materials. Increases in one type of cost, for example the cost of purchasing energy, may only be used to increase prices to the extent that they are not offset by any decreases in other areas, for example the cost of purchasing raw materials. In the case of cost reductions, MEGGLE Bakery shall reduce prices to the extent that such cost reductions are not fully or partially offset by any increases in other areas.

Within the context of a continuing obligation or a framework agreement, MEGGLE Bakery shall, when exercising its reasonable discretion, select the respective points in time of a price change in such a way that cost reductions are not taken into account in accordance with criteria that are less favourable for the Customer than cost increases; this means that cost reductions shall have an effect on the price at least to the same extent as cost increases. Within the context of an individual purchase contract, MEGGLE Bakery shall make a price change if there are more than three months between the conclusion of the contract and the agreed delivery date.

3.3 Unless otherwise stated in the order confirmation, all invoices issued by MEGGLE Bakery shall be due for payment within 10 days of the invoice date. Deductions for early payment shall only be granted by express written agreement.

3.4 A payment shall only be considered made when the full invoice amount is at MEGGLE Bakery's disposal. MEGGLE Bakery shall not be obliged to accept cheques or bills of exchange; they shall only be accepted as full payment following a successful bank clearance process.

3.5 In the event of late payment, MEGGLE Bakery shall be entitled to charge interest at 9 percentage points above the respective base rate and the statutory default fee of EUR 40.00. MEGGLE Bakery explicitly reserves the right to assert a greater claim for damages as a result of late payment.

3.6 The Customer hereby agrees to electronic invoicing in accordance with sentence 7 and 8 of Section 14 (1) of the German Value Added Tax Act (UStG). Any complaints about invoices must be made by the Customer immediately (i.e. without culpable delay) in writing.

- 3.7 The Customer may only offset claims against counterclaims that are acknowledged by MEGGLE Bakery, undisputed, legally established or ready for judgement. The Customer shall only be authorised to withhold a payment if its counterclaim is based on the same contractual relationship and is acknowledged by MEGGLE Bakery, undisputed, legally established or ready for judgement.
- 3.8 If payment via direct debit is agreed, the Customer shall issue MEGGLE Bakery with a mandate upon request to participate in the SEPA business-to-business direct debit scheme.
- 3.9 If it becomes apparent that MEGGLE Bakery's claim to consideration is jeopardised by the Customer's solvency after the contract has been concluded, MEGGLE Bakery may refuse to provide its services until the Customer renders the consideration or provides a security. After a period set for this purpose, MEGGLE Bakery shall be entitled to withdraw from the contract and/or demand compensation for damages or the reimbursement of expenses if the legal requirements are met.

#### **4. Delivery, Partial Deliveries, Force Majeure, Deliveries from Suppliers, Delivery Delays, Liability for Late Deliveries**

- 4.1 Unless otherwise indicated or agreed by MEGGLE Bakery, all delivery dates and deadlines shall be non-binding. A delivery period shall only begin when all necessary documents, permits, clearances or other cooperative actions have been provided by the Customer or an agreed down payment has been made. Even after a delivery period has begun, MEGGLE Bakery shall not be obliged to deliver if the Customer fails to properly perform its own obligations on time, particularly if it falls in arrears. MEGGLE Bakery reserves the defence of unperformed contract.
- 4.2 Unless otherwise agreed, all deliveries shall be made as "Free Carrier" shipments from MEGGLE Bakery's headquarters (FCA, Incoterms 2020).
- 4.3 MEGGLE Bakery shall be entitled to deliver the goods in partial quantities to a reasonable extent.
- 4.4 If the delivery of the goods is hindered by force majeure or other unforeseeable events occurring at MEGGLE Bakery or one of its suppliers/subcontractors that prevent MEGGLE Bakery temporarily from delivering the goods on the agreed date or by the agreed deadline through no direct or indirect fault of its own, the delivery date and deadline shall be extended by the amount of time for which the performance of the contract is disrupted by such circumstances plus a reasonable recovery time. If delivery becomes completely or partly impossible or cannot be reasonably expected due to the above circumstances, MEGGLE Bakery shall insofar be released of its duty to deliver and/or entitled to withdraw from the contract. If such a disruption leads to a postponement of over 8 weeks, both contracting parties shall be entitled to withdraw from the contract; however, the Customer shall only be entitled to withdraw from the contract after setting a reasonable grace period for the delivery. Other statutory rights of withdrawal are not affected by the before mentioned provision.

Such events particularly include breakdowns caused by war, sabotage, fire, explosion, water or natural disaster or extreme natural events such as severe weather, as well as legitimate labour disputes and strikes, pandemics, epidemics or plagues, official orders, interruption or suspension of energy supply, failures or restrictions of electronic data exchange caused by a third party as well as attacks on IT systems of MEGGLE Bakery or one of its suppliers/subcontractors by third parties.

- 4.5 Section 4.4 shall also apply in the case of a long-term supply relationship; MEGGLE Bakery shall even be entitled to terminate the entire contract if only partial deliveries are affected but MEGGLE Bakery cannot be reasonably expected to fulfil the terms of the entire contract due to force majeure.

- 4.6 If MEGGLE Bakery does not receive deliveries on time or at all from its suppliers – this also includes the supply from MEGGLE Bakery’s suppliers of raw materials as well as energy such as gas –, it shall not be deemed in default of its obligations to the Customer, unless MEGGLE Bakery is responsible for the late supply or lack of supplies. MEGGLE Bakery shall be entitled to withdraw from the contract if becomes clear that its suppliers will not be able to supply the ordered goods, raw materials or the quantities of energy ordered through no fault of its own despite making parallel covering arrangements.
- 4.7 In the event of late delivery, MEGGLE Bakery shall be liable for damages in accordance with Section 7 of these General Terms and Conditions of Sale and Delivery. In the event of slight negligence, however, MEGGLE Bakery’s liability for damages caused by delay shall be limited to 0.5% of the value of the delayed (partial) delivery for every full week of delay, up to a maximum of 5% of the value of the delayed (partial) delivery.

## **5. Default on Acceptance, Storage Costs, Flat-Rate Compensation**

- 5.1 If the Customer defaults on the acceptance of the goods or culpably violates any other of its obligations to cooperate, MEGGLE Bakery shall be entitled, without prejudice to its other rights, to appropriately consign or store the goods at the risk and expense of the Customer. MEGGLE Bakery may commission a forwarding agent or warehouse keeper for such purposes. If MEGGLE Bakery stores the goods on its own premises, it shall be entitled to a storage fee amounting to 0.25% of the net purchase price of the stored goods per full week of storage. Higher or lower storage costs may be proven and charged accordingly. MEGGLE Bakery reserves the right to assert further claims.
- 5.2 The risk of the accidental loss or deterioration of the goods shall be transferred to the Customer at the point in time at which it defaults on acceptance.
- 5.3 If the Customer refuses to accept the contractually agreed goods, or if a reasonable grace period for acceptance expires without the desired result, MEGGLE Bakery shall be entitled to withdraw from the contract and/or demand compensation for damages instead of providing the service. In such cases, MEGGLE Bakery shall be entitled to demand 20% of the agreed net purchase price from the Customer as compensation. The Customer shall be free to present evidence that MEGGLE Bakery has not incurred any damage or less damage than the flat-rate compensation. MEGGLE Bakery reserves further rights, particularly the right to prove it has incurred a greater degree of damage.

## **6. Complaints for Defects, Warranty**

- 6.1 The Customer may only assert claims for defects if it inspects the goods immediately after delivery, and in any case before processing the goods. Apparent defects must be immediately reported to MEGGLE Bakery in writing (within one week of delivery at the latest). If a hidden defect subsequently becomes apparent, a written complaint must similarly be made immediately (within one week of its discovery at the latest). If the Customer fails to report a defect, the delivery shall be considered faultless and approved. Any rejected goods must be properly stored by the Customer at its own expense. The timeliness of a complaint shall depend on the time at which it is received by MEGGLE Bakery.
- 6.2 The expected quality of a product shall be determined by the product specifications and the information contained in the offer.
- 6.3 If the Customer reports a defect on time in accordance with Section 6.1, MEGGLE Bakery shall be entitled, at its own discretion, to resolve the issue by either remedying the defect or delivering another flawless item. If MEGGLE Bakery decides to remedy the defect, it shall bear all the necessary expenses, unless the rectification measure is made more expensive by the fact that the goods have been moved to a different location since delivery.

- 6.4 The Customer shall not be entitled to assert claims for defects if there is only a minor deviation from the expected quality of a product or a minor impairment of its usability.
- 6.5 The Customer may only assert claims against MEGGLE Bakery for the breach of third-party industrial property rights or copyrights if it immediately informs MEGGLE Bakery in writing about any such claims asserted by third parties, it does not acknowledge a breach and allows MEGGLE Bakery to take care of all protective measures and settlement agreements. Furthermore, the Customer may not assert claims if the breach of third-party industrial property rights or copyrights is caused by special requirements of the Customer, by an application of the goods that could not be foreseen by MEGGLE Bakery, or by the fact that the delivery is changed by the Customer or used alongside products that are not supplied by MEGGLE Bakery.
- 6.6 With the exception of claims for damages warranty claims shall become time-barred one year after the products have been delivered.
- 6.7 The Customer may only assert claims for damages caused by defects if MEGGLE Bakery's liability is not excluded or limited in accordance with Section 7 of these General Terms and Conditions of Sale and Delivery. The Customer may not assert any claims for defects beyond those stipulated in Section 6 of these General Terms and Conditions of Sale and Delivery.
- 6.8 The limitation of Section 6 shall not apply if MEGGLE Bakery has fraudulently concealed a defect or to the extent MEGGLE Bakery issued a guarantee.

## 7. Liability

- 7.1 MEGGLE Bakery shall be fully liable for damages in the event of intent and gross negligence. In the event of a slightly negligent breach of a primary contractual duty or a secondary contractual duty, the breach of which jeopardises the achievement of the contractual purpose or the fulfilment of which allows the contract to be properly performed in the first place and in the compliance with which the Customer may put its trust (hereinafter referred to as an "**essential secondary duty**"), MEGGLE Bakery's liability shall be limited to the typical degree of damage for the type of contract in question that was foreseeable at the time the contract was concluded.
- 7.2 In the event of a slightly negligent breach of a primary contractual duty or essential secondary duty, MEGGLE Bakery's liability shall be limited to two times the order value.
- 7.3 MEGGLE Bakery shall not be held liable for the slightly negligent breach of secondary contractual duties that are not essential secondary duties.
- 7.4 The above exclusions and limitations shall not apply if defects are fraudulently concealed or if a guarantee is undertaken for product qualities, nor shall they apply to MEGGLE Bakery's liability for claims asserted by the Customer in accordance with the German Product Liability Act (ProdHaftG) or for damage to the Customer's life, limb or health. This shall not reverse the burden of proof to the detriment of the Customer.
- 7.5 If MEGGLE Bakery's liability is excluded or limited, this shall also apply to the personal liability of MEGGLE Bakery's legal representatives, employees, workers and vicarious agents.
- 7.6 With the exception of claims resulting from prohibited acts, any claims for damages asserted by the Customer, where MEGGLE Bakery's liability is limited in accordance with Section 7 of these General Terms and Conditions of Sale and Delivery, shall expire one year from the start of the statutory limitation period.

## 8. Reservation of Proprietary Rights

- 8.1 MEGGLE Bakery shall retain ownership of the delivered goods (hereinafter referred to as **“goods subject to the reservation of proprietary rights”**) until the settlement of all claims held against the Customer within the scope of the supply contract and any other claims that MEGGLE Bakery acquires against the Customer in direct connection with the delivered goods, regardless of the legal grounds. Furthermore, MEGGLE Bakery shall retain ownership of goods subject to the reservation of proprietary rights until the settlement of any other claims that MEGGLE Bakery acquires against the Customer – now or in the future – regardless of the legal grounds (including any outstanding claims to the balance on a current account). In the case of a current account, the goods subject to the reservation of proprietary rights shall act as a security for the outstanding balance claims held by MEGGLE Bakery.
- 8.2 If goods subject to the reservation of proprietary rights are delivered to countries where the validity of the reservation of such proprietary rights is subject to specific requirements or formalities, the Customer shall do everything at its own expense and without undue delay to grant MEGGLE Bakery the appropriate security rights. The Customer shall cooperate in all measures that are necessary and beneficial for the effectiveness and enforceability of such security rights (e.g. registration, publication).
- 8.3 The Customer shall be entitled to process and resell goods subject to the reservation of proprietary rights within its ordinary course of business. However, the Customer shall not be entitled to process and resell goods subject to the reservation of proprietary rights if it is in arrears or has suspended its payments for more than a temporary period. If MEGGLE Bakery is the owner of goods subject to the reservation of proprietary rights, it may revoke the Customer's authorisation to process and resell such goods for objectively justifiable reasons. The Customer hereby assigns to MEGGLE Bakery all claims resulting from the processing and resale of goods subject to the reservation of proprietary rights, including any ancillary rights; MEGGLE Bakery hereby accepts the assignment.
- 8.4 The Customer shall remain entitled (until revocation) to collect the assigned claims. MEGGLE Bakery may revoke the authorisation to collect the claim for objectively justifiable reasons. MEGGLE Bakery reserves the right to collect the assigned claims itself. If the Customer fulfils its payment obligations, does not fall in arrears and, in particular, no application has been made to open insolvency proceedings and payments have not been suspended, MEGGLE Bakery agrees to refrain from collecting the assigned claims itself. If the Customer fails to fulfil its payment obligations and MEGGLE Bakery is therefore authorised to collect the claims itself, the Customer must, upon request, provide MEGGLE Bakery with a list of all goods subject to the reservation of proprietary rights, as well as a list of the assigned claims and the names and addresses of the debtors with the amount of the respective claims. The Customer shall be obliged to notify the debtors of the assignment of claims upon request, and MEGGLE Bakery shall be entitled to do the same.
- 8.5 If the Customer processes or transforms goods subject to the reservation of proprietary rights in any way within its ordinary course of business, it shall do this on behalf of MEGGLE Bakery in such a way that MEGGLE Bakery shall be regarded as the manufacturer, as described in Section 950 BGB, without obliging MEGGLE Bakery to accept its assignment as the manufacturer. Any processed goods shall be considered goods subject to the reservation of proprietary rights, as described in Section 8 of these General Terms and Conditions of Sale and Delivery. If the Customer processes, combines or mixes goods subject to the reservation of proprietary rights with other goods that are not owned by MEGGLE Bakery, the latter shall acquire co-ownership of the new item in the ratio of the final invoice amount of the goods delivered under the reservation of proprietary rights (hereinafter referred to as the **“value of the goods subject to the reservation of proprietary rights”**) to the value of the other processed, combined or mixed goods at the time of the processing, combination or mixing. If the Customer acquires sole ownership of the new item, the parties hereby agree that the Customer shall transfer MEGGLE Bakery proportionate ownership

of the new item in the ratio of the value of the goods subject to the reservation of proprietary rights to the value of the new item, and the Customer shall store the new item for MEGGLE Bakery free of charge. The new item resulting from the processing, combination or mixing shall otherwise be subject to the same terms and conditions as the goods subject to the reservation of proprietary rights.

- 8.6 The Customer must adequately insure goods subject to the reservation of proprietary rights against theft, burglary, water and fire damage, and it must maintain such insurance coverage. The Customer hereby assigns to MEGGLE Bakery any insurance claims held against its insurance company in the event of damage, provided MEGGLE Bakery is the owner or co-owner of the damaged items; MEGGLE Bakery hereby accepts the assignment.
- 8.7 As long as goods are subject to the reservation of proprietary rights, MEGGLE Bakery must give its prior written consent for the goods to be pledged, transferred by way of security or otherwise transferred or changed in any way that affects MEGGLE Bakery's security. In the event of any third-party intervention (e.g. enforcement measures), the Customer must immediately notify MEGGLE Bakery, provide all information and documents required for MEGGLE Bakery to safeguard its rights and inform the third party of the reservation of MEGGLE Bakery's proprietary rights.
- 8.8 If the Customer breaches the contract, particularly by falling in arrears, MEGGLE Bakery shall be entitled to recover the delivered goods at the end of a reasonable grace period. However, MEGGLE Bakery shall not be obliged to set a grace period in the event of imminent danger. The recovery of the goods shall also constitute a withdrawal from the contract. MEGGLE Bakery shall be entitled to exploit any recovered items; the proceeds from any such exploitation shall be deducted from the Customer's liabilities (minus any reasonable exploitation costs).
- 8.9 At the request of the Customer, MEGGLE Bakery shall be obliged to waive the reservation of its proprietary rights or release its securities insofar as the realisable value of all securities granted to MEGGLE Bakery from the reservation of proprietary rights, transfer by way of security and assignment in advance exceeds the total amount of the secured claims against the Customer by over 10%; MEGGLE Bakery shall select the securities to be released.

## **9. Place of Jurisdiction, Place of Performance, Foreign Trade Regulations, Applicable Law**

- 9.1 If the Customer is a "merchant", the place of jurisdiction for any disputes arising directly or indirectly from the contractual relationship shall either be the District Court of Rosenheim or the Regional Court of Traunstein, as determined by the value of the dispute. The same shall apply if the Customer does not have a general place of jurisdiction in Germany. However, MEGGLE Bakery shall be entitled to sue the Customer at another legal venue. The above provisions shall have no bearing on the regulations governing the exclusive jurisdiction of certain institutions.
- 9.2 Unless otherwise indicated in the order confirmation, the place of performance shall be MEGGLE Bakery's place of business. The Customer must transfer money to MEGGLE Bakery's place of business at its own risk and expense.
- 9.3 The performance of the contract shall be subject to the proviso that no obstacles are posed by German, US or other mandatory national, EU or other international foreign trade regulations, embargoes or other sanctions.
- 9.4 The contract shall be subject to the laws of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).