

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

Stand: 11/2020_05/2021

§ 1 GENERAL INFORMATION

(1) These General Terms and Conditions of Sale and Delivery (GTC) apply to all our business relations, in particular contracts, deliveries and other services, including any consulting services, provided that the validity of these GTC was pointed out at the time of the first delivery. In particular, the GTC shall be deemed to be an integral part of all supply contracts that relate to the delivery of our standard articles, irrespective of whether the assembly of these articles is additionally ordered or other ancillary services are provided by us.

(2) These GTC apply to deliveries and offers made by the HUPFER Group.

The HUPFER Group includes:

MenüMobil Food Service Systems GmbH, 6401 Inzing
Tirol, AUT
HUPFER Metallwerke GmbH & Co. KG, 48653 Coesfeld, GER
Rüther Food-Präsentation und Ausgabetechnik GmbH, 59889 Eslohe, GER
PKT Polkenberger Küchentechnik GmbH & Co. KG, 04703 Leisnig, GER

Hereinafter referred to as the "Company".

(3) These General Terms and Conditions shall apply to companies, legal entities under public law or special funds under public law (hereinafter referred to as the "Customer").

(4) These GTC shall also apply to all future transactions with customers, provided that these are legal transactions of the same or a related type.

(5) Insofar as individual contractual regulations exist that deviate from or contradict the provisions of these GTC, the individual contractual regulations shall take precedence over these GTC.

(6) These GTC apply exclusively. Deviating, conflicting or supplementary terms and conditions of our customers shall only become part of the contract if and insofar as we have expressly agreed to their validity in writing. This requirement of consent shall apply in any case, for example even if we accept the Customer's or a third party's order or deliver it to our customers while being aware of the Customer's or third party's terms and conditions.

(7) If a delivery clause is used in the individual contracts, it refers to INCOTERMS® 2020. In this case, the INCOTERMS® 2020 of the International Chamber of Commerce (ICC), Paris, become part of the contract.

(8) Legally relevant declarations and notifications to be made after conclusion of the contract must be made in written form to be effective, unless a stricter form has been agreed.

§ 2 OFFER AND CONCLUSION OF CONTRACT

(1) Our offers are subject to change and are non-binding, unless we have expressly designated them as binding.

(2) We can accept a purchase order, which shall be qualified

as an offer to conclude a contract, within two weeks by sending a written confirmation or by executing the contractual services within the same period.

(3) Drawings, illustrations, dimensions, weights or other performance data are only binding if this has been expressly agreed in writing.

§ 3 PRICES AND PAYMENT

(1) Our prices are ex works (stated location at the factory or warehouse) plus the applicable value added tax, which is determined according to the applicable VAT law. If the transport is carried out by us, the freight/transport costs shall be invoiced separately, unless otherwise agreed.

(2) We shall charge the packaging customary for transport/dispatch at cost price, unless otherwise agreed with the Customer.

(3) If, after conclusion of the contract, freight charges, levies or customs duties are introduced or increased and these have a direct effect on pricing, these shall be passed on to our customers as a matter of principle. We shall be entitled to adjust the purchase price accordingly if the increase/introduction has a direct effect on the pricing of the products delivered or yet to be delivered.

(4) Unless otherwise agreed, our invoices shall be due immediately and without deduction, unless other payment terms result from our invoices.

(5) If a different term of payment is granted or payment by instalments is agreed, we shall be entitled to make the total price immediately due and payable if our Customer is in default with at least one instalment, if the payment schedule has not been adhered to or if we become aware of circumstances which, according to our dutiful, commercial knowledge, are appropriate to reducing the creditworthiness of the Customer. In this case we are also entitled to demand advance payment or securities. We reserve other legal rights.

(6) If the Customer is in default of payment, the statutory provisions shall apply.

§ 4 DELIVERY, DISPATCH, DELIVERY PERIODS AND DATES, TRANSFER OF RISK

(1) The delivery is ex works (specified place), unless other delivery conditions have been agreed upon. At the request and expense of the Customer, the products ordered will be sent to a destination (sale by delivery to a place other than the place of performance). Unless otherwise agreed, we are entitled to determine the type of shipment (transport company, shipping method, packaging) ourselves.

(2) If a sale by delivery to a place other than the place of performance is effected at the request of the Customer, the Customer shall ensure that all necessary aids for unloading

are made available on site. In the event of non-compliance, any additional costs shall be charged to the Customer.

(3) If a sale by delivery to a place other than the place of performance is effected at the request of the Customer, the Customer shall ensure that delivery can be effected by all common transport vehicles between 7:00 am and 5:00 pm without hindrance. In the event of non-compliance, any additional costs shall be charged to the Customer. If the Customer is only able to accept the delivery on working days, the Customer shall inform the Company of this in good time. If the Customer fails to provide this information and a new delivery becomes necessary as a result, the Customer shall bear these additional costs.

(4) Our delivery obligations are subject to correct and timely delivery to us, unless we are responsible for incorrect or delayed delivery to us. The delivery can only be made if all necessary export licences, if any, are granted, whereby the risk of non-granting of the export licence is incumbent on our customers if the application is made in good time and correctly. In this respect, timely international delivery depends on a timely application if the delivery requires an export.

(5) Information on delivery times shall be approximate, unless otherwise agreed with the Customer. Delivery periods only begin after complete clarification of all details of execution and presuppose the timely and proper examination of the obligations of the Customer. If shipment has been agreed, the delivery periods refer to the time of handover to the forwarding agent, carrier or other third party commissioned. Furthermore, they shall be deemed to have been complied with upon notification of readiness for dispatch if the goods cannot be dispatched on time through no fault of the supplier.

(7) In the case of contracts with continuous delivery, call-offs and classification of types for approximately equal monthly quantities are to be given to us and other classification of equal monthly quantities is to be given. If individual call-offs by the Customer cause the quantity to fall below the contractual quantity, we are entitled but not obliged to deliver the surplus.

(8) The goods shall be delivered in disposable packaging unless we have agreed otherwise in writing. If a different packaging is agreed, a customary surcharge shall be charged. In case of bundling, the goods shall be weighed gross for net.

(9) In the case of deliveries in Germany, the Customer shall dispose of the secondary packaging in accordance with the statutory provisions. Secondary packaging refers to packaging as defined in Article 1 Paragraph 2 of VerpackG (German Packaging Act) which is typically offered to the end consumer together with the sales units or is used when filling sales shelves (outer packaging). The Company is responsible for the disposal of transport packaging in accordance with the requirements of the Packaging Act. In this context, transport packaging is defined as packaging in accordance with Article 3 Paragraph 3 of VerpackG (German Packaging Act) which facilitates the handling and transport of goods in such a way that direct contact with them and transport damage are

avoided, and which is typically not intended to be passed on to the end consumer (transport packaging).

(10) If the goods are delivered to a country other than Germany, in which there are mandatory legal provisions regarding the disposal of packaging material, these provisions shall take precedence over those in paragraph 9 above.

(11) If the Customer defaults on the call-off, acceptance or collection of the goods, we are entitled to demand compensation for the damage we have suffered; the risk of accidental deterioration or accidental loss of the goods is transferred to the Customer when default of acceptance occurs.

(12) The risk of accidental loss or accidental deterioration of the goods shall also be transferred to the Customer when the goods leave the warehouse/works premises, irrespective of who bears the freight costs. If dispatch is delayed at the request of the Customer, the risk shall pass to the Customer upon notification of readiness for delivery.

(13) We shall be entitled to make partial deliveries and render partial services if these are of interest to the Customer in terms of transport purposes and if the Customer does not incur any significant additional expense as a result.

(14) For delays in delivery not caused by intent or gross negligence, we shall be liable for each week or part of a week of delay in delivery to the extent of a lump-sum compensation for delay amounting to 1% of the net value of the delivery, but not more than 5% of the net value of the delivery. We shall not accept any further damage caused by delay, in particular in accordance with Article 288 Paragraph 2 of the German Civil Code (BGB), unless we are guilty of intent or gross negligence.

§ 5 RETENTION OF TITLE

(1) The delivered goods remain our property (goods subject to retention of title) until final payment of all receivables arising from the business relationship. In the case of multiple receivables or current accounts, the retention of title shall be deemed to be security for the balance of the claim, even if individual deliveries of goods have already been paid for.

(2) In the event that the Customer acts in breach of contract, e.g. in the event of default in payment, we shall be entitled to take back the goods subject to retention of title after having set a reasonable deadline. If we take back the goods subject to retention of title, this shall constitute a withdrawal from the contract. We are entitled to use the goods subject to retention of title after taking them back. After deduction of an appropriate amount for the valuation costs, the valuation proceeds shall be offset against the amounts owed to us by the Customer.

(3) In the event of access to the goods subject to retention of title, in particular seizure, the Customer shall draw attention

to our ownership and inform us immediately so that we can enforce our ownership rights.

(4) In all other respects, the goods subject to retention of title may not be transferred to third parties or assigned as security before full payment of the entire receivable, unless otherwise agreed.

(5) The Customer is entitled to process and sell the goods subject to retention of title in the ordinary course of business as long as the Customer is not in default. Pledges and chattel mortgages are not permitted. By way of security, the Customer hereby assigns to us in full any receivables arising from the sale or other invoicing costs (insurance, tort) in respect of the reserved goods. We revocably authorise the Customer to collect the receivables assigned to us for the Customer's account in its own name. The direct debit authorisation shall expire if the Customer does not properly meet its payment obligations, gets into payment difficulties, if enforcement measures are taken against the Customer or if judicial insolvency proceedings are opened against its assets or if the opening of such proceedings is rejected due to lack of assets.

(6) Processing or transformation of the goods shall always be carried out for us as manufacturer, but without any obligation for us. If the delivery items are processed with other items not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of the delivery items in relation to the other combined or mixed items. If the Customer's item is to be regarded as the main item in this combination or mixing, it is deemed to be agreed that the Customer shall transfer to us the proportionate co-ownership of the new item. The Customer shall keep the co-ownership thus created in safekeeping for us.

(7) We shall be obliged to release the security to which we are entitled if the value of the goods exceeds the value of our receivables to be secured by more than 10%; in this case we shall be free to choose which securities to release.

§ 6 WARRANTY

(1) In the event of a breach of a contractual obligation, the Customer shall be entitled to the statutory rights against us in accordance with the following provision.

(2) The warranty period amounts to one year and begins with delivery or, if acceptance has been agreed, with acceptance. This shall not apply insofar as the law according to Articles 438 Paragraph 1 No. 2 (structures and items associated with structures), 478, 479 (recourse) and 634 a Paragraph 1 No. 2 of the German Civil Code (BGB) (building defects) prescribes longer periods, as well as in cases of injury to life, body or health, in the case of an intentional breach of duty by us and in the case of intentional concealment of a defect.

(3) The Customer shall only be entitled to warranty claims if the Customer has fulfilled its inspections and obligations in accordance with Article 377 of the German Commercial Code (HGB). In this case, the items must be carefully examined immediately after the transfer of risk by the Customer or by the

third party designated by the Customer. The delivery items shall be deemed to have been approved unless we receive a written complaint in respect of obvious defects or other defects, that were recognisable on immediate inspection, within seven working days of acceptance of the item or otherwise within seven working days of the discovery of the defect or any earlier point in time, at which the defect was recognisable to the Customer without closer inspection during normal use of the item. At our request, the delivery item subject to a complaint shall be returned to us carriage paid. In the event of a justified notification of defect, we shall bear the costs of the cheapest shipping route.

(4) In the event of a justified and timely notification of defect, the Customer shall be entitled to supplementary performance during the warranty period; we shall have the right to choose the type of supplementary performance once the defect has been eliminated and a defect-free item has been delivered. If the supplementary performance fails or if further attempts at rectification are unreasonable for the Customer, the Customer is entitled to a reduction in price or to withdraw from the contract. The Customer's rights of recourse remain unaffected if the legal requirements are met.

(5) The warranty shall not apply if the Customer modifies the delivered goods or has them modified by third parties without our consent and the elimination of the defect is thereby rendered impossible or unreasonably difficult. In any case, the Customer shall bear the additional costs incurred by the modification, such as the removal of defects.

(6) All deliveries of used items agreed with the Customer in individual cases shall be made to the exclusion of any warranty for material defects.

(7) We are entitled to withhold the replacement delivery and rectification of defects as long as the Customer does not fulfil its obligations towards us. However, the Customer shall be entitled to retain a reasonable part of the purchase price in relation to the defect.

(8) The Customer may only assert a claim for damages under the conditions regulated under Section 8 due to a defect if the supplementary performance has failed or if such supplementary performance has been refused. The right of the Customer to assert further claims for damages under the conditions regulated in Section 8 below shall remain unaffected.

§ 7 ASSEMBLY

Assembly of the delivered goods is not part of the contractual performance, unless such assembly has been contractually agreed between the Company and the Customer. In this event, the Company's General Terms and Conditions of Assembly shall apply in addition to the agreements between the Company and the Customer.

§ 8 GENERAL LIABILITY REGULATIONS

- (1) We shall only be liable for any damages incurred if this is due to a breach of material contractual obligations or to wilful or grossly negligent conduct on our part, on the part of our legal representatives or our vicarious agents.
- (2) If an essential contractual obligation is breached due to slight negligence, our liability shall be limited to the foreseeable damage typical for the contract.
- (3) An essential contractual obligation is deemed to exist in the case of obligations whose fulfilment is essential for the proper execution of the contract or on whose compliance the Customer has relied or was entitled to rely. Any further liability for damages is excluded. Liability for culpable injury to life, body or health within this provision shall remain unaffected. This also applies to the mandatory liability under the Austrian Product Liability Act.
- (4) In the event of liability for simple or medium negligence, our obligation to pay compensation for damage and resulting further financial losses shall be limited to an amount of five million euros per case of damage, even if it is a violation of essential contractual obligations.

§ 9 COMPLIANCE

- (1) Our Customers undertake not to violate the applicable anti-corruption regulations. In particular, our Customers are obliged to observe the requirements of anti-corruption legislation, in particular the US FCPA, the UK Bribery Act 2010 of the United Kingdom as well as the anti-corruption legislation of the EU, Austria, the Federal Republic of Germany and all other relevant national and international anti-corruption legislation.
- (2) Our Customers are obliged and guarantee not to enter into any agreements or concerted practices with other companies during the business relationship with us which have, as their object or effect, the prevention, restriction or distortion of competition in accordance with the applicable antitrust laws. Furthermore, our Customers are obliged to comply with the competition law requirements under German, Austrian, European, British and US law as well as all other relevant national and/or supranational legal systems.
- (3) Our Customers are obliged to make payments from legal funds and to comply with the requirements of money laundering legislation under the laws of the EU, Austria, the Federal Republic of Germany, the USA and the United Kingdom and all other relevant legislation.
- (4) If there is a suspicion of a breach of the above obligations, our Customer must inform us immediately of any possible breaches.
- (5) Our Customers are obliged and guarantee to indemnify us from any damages including fines and penalties as well as legal defence costs on an appropriate hourly fee basis. In case of serious violations of the law by our Customers, we

reserve the right to withdraw from existing contracts or to terminate them without notice.

§ 10 FINAL PROVISIONS

- (1) The place of performance for all delivery obligations on our part and for the other contractual performance by both parties is Inzing, Austria.
- (2) The entire legal relationship between the Customer and us is subject to the law of Austria. Unless otherwise agreed, the validity of the United Nations Convention on Contracts for the International Sale of Goods is excluded.
- (3) If our Customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is our registered office in Inzing. We are, however, also entitled to bring an action at the general place of jurisdiction of the Customer or at the registered office of the MenüMobil company concluding the contract. This agreement on the place of jurisdiction shall not apply if another exclusive place of jurisdiction is mandatory.
- (4) Amendments and supplements to these General Conditions of Sale and Delivery must be made in writing. This also applies to the waiver of this written form requirement.
- (5) Should provisions of these General Terms and Conditions of Sale and Delivery or a provision added to them in the future not be legally effective in whole or in part, or should these lose their legal effectiveness or feasibility later, the validity of the remaining provisions shall not be affected. These General Terms and Conditions of Sale and Delivery shall then be interpreted in such a way that the purpose intended by the invalid provision in question is achieved. The same shall apply if a gap requiring supplementation becomes apparent in the execution of this agreement. In such a case, the parties shall agree a valid or feasible provision in place of the invalid or unenforceable provision that comes as close as possible to the invalid or unenforceable provision. The same shall apply accordingly if a regulation should prove to be incomplete.