



Terms and Conditions of Sale and Delivery for DMK Group

Section 1 Validity of the conditions

1. All deliveries and services of the companies (available at the following link <https://dmk.de/beteiligungsliste>) belonging to the DMK Group (“we”/“us”), in particular contracts for the sale and/or delivery of goods, shall be governed exclusively by these Terms and Conditions of Sale and Delivery in the version applicable at the time of the order. These Terms and Conditions of Sale and Delivery shall also apply to future contracts without our referring to them again in each individual case.
2. Supplementary or deviating conditions of the Customer shall not apply unless we have expressly agreed to their validity. This requirement of consent shall also apply if we carry out the delivery without reservation in the knowledge of the Customer's terms and conditions of purchase.
3. Our Terms and Conditions of Sale and Delivery apply only to entrepreneurs (cf. section 14 of the German Civil Code [BGB]), legal entities under public law and special funds under public law.

Section 2 Offer, conclusion of contract, quality of our goods

1. Our offers are always subject to change and non-binding, unless they are expressly marked as binding or contain a specific acceptance period.
2. The order of the goods by the Customer is deemed to be a binding offer of contract.
3. All contracts are concluded upon receipt of our written¹ order confirmation, at the latest upon delivery of the goods or provision of the service. All agreements made between us and the Customer at the time the contract is concluded for the purpose of executing a transaction are fully recorded in writing, i.e. in written or text form (e.g. letter, e-mail). Our staff is not entitled to make any oral commitments that deviate from the written contract.
4. Only those properties and characteristics apply which are stated in the product specifications and/or have been contractually agreed upon. Due to the nature of the raw materials and ingredients, samples are to be regarded as non-binding illustrative examples.
5. Declarations on our part regarding the quality of the goods shall only constitute a guarantee of quality if we have expressly designated them as a guarantee of quality.
6. Legally relevant declarations and notifications (e.g. setting of deadlines, notifications of defects) made by the Customer after conclusion of the contract must be made in writing, i.e. in written or text form.

¹ Where not stated otherwise, “written” and “in writing” in this document refers to the written form (“*Schriftform*”), as stipulated in section 126 of the German Civil Code.



Section 3 Documents provided

1. We reserve the sole property rights and copyrights to all documents and data provided to the Customer in connection with the initiation or conclusion of the business transaction, such as offers, cost estimates, performance descriptions, illustrations, drawings, visual samples and materials, specifications, (price) calculations, formulations and calculations – referred to as “information” for short. The Customer may not make this information available to third parties, either as such or in terms of content, disclose it, use it himself or have it used by third parties or reproduce it without our express consent, and – subject to the statutory storage obligations – must return it in full at our request and destroy any copies made if no longer needed by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract (with the exception of the storage of electronically transmitted data for the purpose of the usual data backup).
2. The disclosure of the Customer's documents by us to third parties is permitted solely for the purpose of fulfilling or processing the contract. Any separate confidentiality notes must be expressly agreed upon. The return of the goods to the Customer requires a written request. We are not subject to any special storage obligations vis-à-vis the Customer with regard to the documents provided by him.

Section 4 Indemnification in case of infringement of property rights and provision of materials

1. Insofar as the Customer provides designs, production instructions, specifications for product designs or commodities such as outer packaging etc., labelling or declarations, we shall not be obliged to investigate whether patent rights, licensing rights or copyrights, trademarks or design patents and utility models or other industrial property rights exist with regard to these or whether these are affected. In the event of a claim, of whatever nature, by the owner of an infringed property right, we shall be entitled to indemnification against the Customer, unless the Customer establishes that he is not responsible for the reason of the claim. The Customer's indemnification obligation relates to all expenses necessarily incurred by us as a result of or in connection with the claim by third parties, namely but not exclusively the costs of a reasonable legal prosecution.
2. The Customer shall ensure that the products, ingredients, semi-finished products, commodities, production instructions and declarations provided by it are flawless, suitable without restriction, usable and applicable, comply with the intended purpose, the current state of the art and the relevant legal provisions, in particular the relevant food law regulations and product-specific requirements of the food industry, the regulations and guidelines of authorities, professional associations and trade associations, and, in particular, that the provided products, ingredients, semi-finished products and commodities are marketable without reservation and are harmless to health. The Customer is obliged to prove this to us by submitting suitable certificates from accredited laboratories before the start of production and otherwise at any time during the course of production upon request. The Customer shall indemnify us in full against claims by third parties resulting from non-compliance with the aforementioned



obligations, unless the Customer establishes that he is not responsible for such claims. We have no obligation to investigate the suitability of products, ingredients, semi-finished products, commodities, production instructions and declarations provided by the Customer or their conformity to standards. We shall point out obvious violations to the Customer without delay. Further order processing requires clarification by the Customer. The time for performance will be extended in this case.

Section 5 Tolerances / product adjustments

1. If dimensions or information on weight are approximate numbers and indicated as such, or if foodstuffs are concerned whose content may naturally vary, the customary tolerances apply.
2. We reserve the right to make changes to the product or its commodities due to legal requirements, insofar as the subject matter of the contract and its usability are not significantly changed.
3. We also reserve the right to make technically necessary as well as reasonable or expedient changes to the product, its nature and design as well as any accompanying commodities without specific notification, insofar as such changes do not represent significant deviations and are reasonable for the Customer, and, in particular, will not impair the product's value or fitness for use.

Section 6 Delivery, delivery time, force majeure

1. Unless otherwise agreed, deliveries shall be made ex works (EXW according to Incoterms 2020). If the goods are shipped to the Customer at the Customer's request, the Customer shall bear the transport costs ex works and the costs of any transport insurance requested.

Delivery and performance dates are only binding if we have expressly confirmed this in writing. Specified delivery dates indicate the expected date of provision of the goods. A fixed delivery date pursuant to section 286 (2) No. 1 of the BGB or section 376 (1) of the German Commercial Code (HGB) must be agreed separately with the Customer and expressly confirmed by us in writing.

2. If the Customer is in default of acceptance or culpably violates other duties to cooperate, we are entitled to demand compensation for the resulting damage, including any additional expenses. For the duration of the Customer's default in acceptance, we shall be entitled to store the delivery items at the Customer's risk and expense. We can also use a forwarding agent or a warehouse keeper for this purpose, or charge the locally prevailing storage costs if we store the items ourselves. During the delay in acceptance, the Customer shall pay us a flat rate of 0.25% of the net purchase price of the goods stored due to the delay in acceptance per week or part thereof, but in total not more than 2% of the net purchase price of the goods stored due to the delay in acceptance, as compensation for the storage costs incurred without further proof, unless the Customer proves that we did not actually incur any damage or that the damage was significantly lower. If higher storage costs are incurred, we can demand reimbursement of these costs from the Customer against proof. If the Customer refuses to accept the delivery items after expiry of a reasonable grace period set by us, we may refuse to fulfil the contract and claim damages for non-fulfilment.



We are entitled to choose either a flat rate of 20% of the agreed net purchase price as compensation for damages – unless the buyer proves that we have not actually incurred any damage or that the damage is significantly lower – or to demand compensation from the buyer for the specific damage incurred. We reserve the right to assert further claims.

3. We shall not be liable for impossibility of delivery or delays in delivery insofar as these have been caused by events which were unforeseeable at the time of conclusion of the contract and for which we are not responsible (e.g. strikes, lawful lockouts, war, fires, natural disasters, pandemics, epidemics, generalised raw material shortages or regulatory measures). If such events make the delivery/service more difficult to an extent that it becomes unreasonable or impossible for us to perform, and the hindrance is not only of temporary duration, we are entitled to withdraw from the contract. Furthermore, our delivery obligation will be halted for the duration of the event (plus a reasonable start-up period) and its effects, even if we are already in default of delivery. If, as a result of the duration of the delay, the Customer can no longer reasonably be expected to accept the delivery or service, he may, upon prior notice, withdraw from the contract by written declaration.
4. In the event of a delay in delivery as well as in the event of improper delivery by upstream suppliers with whom we have entered a congruent hedging transaction for reasons for which we are not responsible, we shall be entitled to extend the delivery period (plus a reasonable start-up period) by up to two weeks. We will notify the Customer of this immediately after becoming aware of it. If the delay in delivery continues and we have informed the Customer of this without delay, we shall be entitled to withdraw from the contract after two weeks, calculated from the agreed delivery or performance date, provided that we immediately reimburse the Customer for any consideration paid.
5. In the case of deliveries on call, the goods shall be accepted in quantities distributed as evenly as possible over the term, unless otherwise agreed. Upon expiry of the agreed call-off period, we shall be entitled to deliver the entire remaining quantity immediately. In the event of later acceptance, we reserve the right to invoice at the daily price as well as to additionally charge storage fees or other delay damages in accordance with Section 6.3.
6. We are entitled to make partial deliveries if these are reasonable for the Customer. In this respect, the Customer is not entitled to the defence of non-performance of the contract.
7. In the event of further export of the goods by our Customer, we shall not be responsible for the fulfilment of the regulatory requirements for the export and/or further distribution of the goods in countries outside the Federal Republic of Germany (e.g. import restrictions, marketability and/or labelling of the goods), unless expressly agreed otherwise.

Section 7 Transfer of risk, acceptance

1. The risk of accidental loss or accidental deterioration shall pass to the Customer as soon as the consignment leaves our warehouse or a third-party warehouse maintained by us. This shall also apply if partial deliveries are made or if we have assumed further



services.

2. The Customer shall bear the risk during the return transport of the delivery, insofar as the return transport takes place after a withdrawal on our part due to a breach of duty by the Customer or as a gesture of goodwill on our part.
3. If the goods are ready for dispatch and the dispatch is delayed for reasons for which we are not responsible, the risk shall pass to the Customer upon receipt of the notification of readiness for dispatch.

Section 8 Delay in delivery

1. The occurrence of the delay in delivery shall be determined in accordance with the statutory provisions.
2. If we can be held liable in case of a delay in delivery, our liability for delay damages (damages in addition to performance) is limited to 5% of the net contract price of the delayed goods, if we or our vicarious agents can neither be charged with wilful conduct or gross negligence. The liability in the cases mentioned under Section 12 No. 7 remains unaffected.
3. The Customer's right of withdrawal and any claims for damages in place of performance remain unaffected. In case of the latter, the liability restrictions under Section 12 apply.

Section 9 Prices

1. Unless otherwise expressly agreed, prices are quoted ex works including packaging with the exception of loan and exchange packaging and excluding VAT. The statutory value added tax shall be invoiced at the applicable rate. Additional costs for requested express delivery or transport insurance shall be borne by the Customer.
2. Agreed prices are not binding for repeat orders or orders made after expiry of an agreed binding term of contract.
3. Insofar as the costs of materials, wages, auxiliary materials or statutory levies increase between the conclusion of the contract and the delivery for reasons for which we are not responsible and if this leads to an increase in the overall costs for contract performance taking the development of all other cost factors into account, and if the prices have not been expressly agreed as fixed prices, we shall be entitled to increase the agreed price in accordance with the extent of the cost increase in order to compensate for it, disclosing the affected parts of the original calculation and specifically stating the increased cost factors. We shall notify the Customer of such price adjustment without delay. In the event of a price increase of more than 10% of the agreed price, the Customer is entitled to withdraw from the contract.

Section 10 Terms of payment

1. We are free to invoice our deliveries and services by letter post or electronically.
2. Unless otherwise agreed, all invoices are due for payment 14 days after delivery (in accordance with agreed Incoterms or clause 6.1) to an account named by us, without deduction of a cash discount.



3. Unless otherwise agreed, all payments shall be made in euros.
4. Insofar as the Customer has issued a direct debit mandate (SEPA basic or SEPA corporate direct debit mandate), we shall be authorised to collect the invoice amounts by means of SEPA direct debit. The Customer will be notified of the due date of the debit amount on the invoice or by e-mail. The period for pre-notification is reduced to 3 days. If the due date of a collection falls on a weekend, public holiday or bank holiday, the collection will take place on the next possible working day. The Customer warrants to ensure that the account is covered. Costs incurred due to dishonour or chargeback of the direct debit shall be borne by the Customer unless he establishes that he is not responsible for such costs.
5. A payment shall only be deemed to have been made when we can finally dispose of the amount.
6. If our receivables are at risk due to the Customer's inability to pay (e.g. in connection with a delayed payment or due to information provided by a bank or business information institute) we will be entitled to make outstanding deliveries only against advance payment or provision of security (within a set deadline, if necessary). Delivery periods running against us shall be extended by the duration of the Customer's default in payment. If the Customer fails to comply with the request to make an advance payment or provide a security within a reasonable period, we may withdraw from the contract and claim damages for non-fulfilment. The statutory provisions on the dispensability of setting a time limit shall remain unaffected.
7. The Customer may only offset against counterclaims or exercise a retention right if a claim is undisputed or legally established or if it refers to defects or the partial non-fulfilment of the contract and if the claim arises from the same order (in the case of framework agreements: the same individual order) under which the relevant delivery is made.
8. The assignment of claims against us requires our express consent.
9. All mutual claims arising from the business relationship shall be placed in a current account to which the provisions of sections 355 et seqq. of the HGB apply. In the current account, interest shall be paid on the individual debit balances at an interest rate to be determined by us (section 315 of the BGB).

Section 11 Liability for defects

1. The statutory provisions shall apply to the Customer's rights in the event of material defects or defects of title, unless otherwise stipulated below. The special provisions for the entrepreneur's recourse in the case of final delivery of the goods to a consumer in the context of a sale of consumer goods (sections 445a and 445b of the BGB in conjunction with sections 474 and 478 of the BGB) shall remain unaffected.
2. Claims for defects on the part of the Customer presuppose that he has complied with his statutory duty to inspect and give notice of defects (sections 377 and 381 of the HGB). If highly perishable foodstuffs in the meaning of section 2 (1) No. 2 of the German Food Hygiene Regulation (LMHV) are concerned, a notice of obvious defects or defects established based on a proper examination is deemed to be made without delay if it is made within 48 hours after delivery (in the case of obvious defects). The obligation to give notice of hidden defects immediately after their detection remains



unaffected.

3. If the goods are defective, we are entitled and obliged, at our discretion, to rectify the defect or to make a subsequent delivery against return of the goods. The Customer may only assert his other statutory rights in the event of defects if he has unsuccessfully set us a reasonable deadline for subsequent performance, we refuse subsequent performance, such performance fails, is impossible or unreasonable for the Customer. If the last customer in the supply chain is a consumer (section 13 of the BGB), it is not necessary to set a deadline if the Customer had to take back our goods from his customer as a result of their defectiveness or if his customer reduced the purchase price to him.
4. If the last customer in the supply chain is an entrepreneur (section 14 of the BGB), the Customer's independent right of recourse under section 445a (1) of the BGB is excluded and, contrary to the statutory provision in section 445a (2) of the BGB, a deadline must be set for the rights described in section 437 of the BGB.
5. Claims of the Customer for damages due to the defectiveness of the goods shall only exist in accordance with Section 12.
6. In the event of quality complaints, only the relevant statutory provisions applicable in the Federal Republic of Germany shall apply. An examination of the goods is generally carried out in accordance with DIN ISO or DIN EN ISO, the procedures specified in section 64 of the German Food and Feed Code (LFGB), the VDLUFA method book or, in the case of deliveries from our locations in the Netherlands, additionally in accordance with the NEN methods; and only exceptionally and only if agreed in accordance with other procedures/methods scientifically recognised at international level.
7. Before further processing or resale of goods which are the subject of a complaint, we must be given the opportunity to examine the complaint. We must be given the opportunity to inspect the defects complained of on site in an unaltered condition.
8. Insofar as the Customer complains about defects, he is obliged to allow us to inspect the goods and, if necessary, to send us samples. Insofar as the Customer does not comply with this obligation, this shall result in a loss of his claims for defects.
9. If the goods are collected by the Customer or a carrier commissioned by the Customer, the following applies: the printed best-before date can only be guaranteed if the goods are transported and stored properly. If the goods are defective/destroyed before the expiry of the best-before date, we reserve the right to demand proof of proper transport and storage from the Customer.
10. Claims for defects shall become statute-barred within 12 months from delivery or, insofar as acceptance is required or agreed, from acceptance. This period does not apply to claims for damages by the Customer arising from injury to life, limb or health or from intentional or grossly negligent breaches of duty, which are time-barred in accordance with the statutory provisions.

Section 12 Limitation of liability

1. Our liability for damages – irrespective of the legal grounds – shall be limited in accordance with this Section 12 insofar as fault is involved.



2. In cases of simple negligence, our liability is excluded, insofar as this does not involve a breach of essential contractual obligations. Material contractual obligations are those obligations the fulfilment of which is essential for the proper performance of the contract and on the fulfilment of which the Customer may regularly rely.
3. Insofar as we are liable for damages on the merits in accordance with Section 12.2, our liability is limited to damages that were foreseeable for us at the time of conclusion of the contract as a possible consequence of a breach of contract or that we should have foreseen by exercising due care. Indirect damage and consequential damage resulting from defects in the delivery item are also only eligible for compensation insofar as such damage is typically to be expected when the delivery item is used for its intended purpose.
4. The above limitations of liability shall also apply to the liability of our legal representatives, executive bodies, employees and other vicarious agents.
5. In the event of a delay, the regulation under Section 8.2 shall prevail for delay damages (damages in addition to performance).
6. Insofar as we provide information or act in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by us, this shall be done free of charge and to the exclusion of any liability.
7. The limitations of liability contained in this Section 12 shall not apply to liability for wilful misconduct, gross negligence, fraudulent concealment of a defect or assumption of a guarantee for quality features. Furthermore, they do not apply to damages arising from injury to life, limb or health or in the event of liability under the German Product Liability Act.

Section 13 Retention of title

1. The goods will remain our sole property until all receivables (including all receivables from current accounts) to which we are entitled vis-à-vis the Customer for any legal reason now or in the future have been paid.
2. The processing or transformation of our goods by the Customer shall always be carried out for us as manufacturer. If our goods are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our goods to the value of the other processed item at the time of processing. The same applies to the product resulting from processing as well as to our goods delivered under reservation.
3. If our goods are inseparably mixed or combined with other goods not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our goods to the value of the other mixed or combined item at the time of mixing or combining. If the other item of the Customer is to be regarded as the main item, it is already agreed now that the Customer transfers co-ownership to us on a pro rata basis. The Customer shall hold our (co-)ownership in safe custody for us free of charge.
4. The Customer is entitled to process and sell the reserved goods in the ordinary course of business as long as he is not in default with his payment obligations towards us. Pledges or transfers by way of security as well as other disposals of the reserved goods which frustrate or impede the security purpose of this reservation of title are not



permitted.

5. Claims from the resale of the goods (including all receivables from current accounts), insurance claims as well as claims against third parties due to damage, destruction, theft or loss of the goods shall be assigned to us by the Customer by way of security as soon as the contract is concluded. We accept this assignment. If we are only entitled to co-ownership of the reserved goods, the advance assignment shall be limited to that part of the receivable which corresponds to the share of our co-ownership (based on the invoice value). In the event of resale of the goods, the Customer shall retain title to the reserved goods vis-à-vis his purchasers until the purchase price has been paid in full. The Customer is not entitled to resell the goods to third parties if the purchase price receivable from the resale is subject to a prohibition of assignment.
6. We revocably authorise the Customer to collect the receivables assigned to us for his own account and in his own name. This collection authority may be revoked if the Customer does not properly fulfil his payment obligations towards us or if our receivables appear to be at risk due to the Customer's lack of ability to pay.
7. In the event of access by third parties to the reserved goods, the Customer shall point out our ownership and notify us immediately. Our intervention costs shall be borne by the Customer unless such costs are reimbursed by a third party.
8. The Customer is entitled to demand that we release any receivables to the extent that the realisable value of our securities exceeds our receivables to be secured by more than 10%. We will select any receivables to be released.
9. In the event that the Customer breaches the contract, in particular, if he is in default with the payment of any receivables towards him, the Customer shall, at our request, hand over to us a list of all goods subject to retention of title still in his possession as well as a list of the receivables assigned to us with the names, addresses of the debtors and the amount of the receivables and provide all other information that we require to collect the receivables. If the aforementioned prerequisites are met, the Customer shall, at our request, notify his debtors of the assignment of the receivables to us. We are permitted to effect this notification to the third-party debtors ourselves. In the event of default in payment on the part of the Customer, we shall be entitled to withdraw from the contract under the statutory provisions and demand the return of our goods subject to retention of title at the Customer's expense – by handing them over or shipping them to us – or, if applicable, to demand the assignment of the Customer's claims for return vis-à-vis third parties. The Customer is obliged to give us possession of the goods and to allow us or our representatives access to the business premises during normal business hours.
10. If, in the case of deliveries to another country, the retention of title agreed under the above sections is not applicable under the law of that country or requires registration or the like, the Customer already now agrees to find a provision in this case which comes closest to the essence of the above retention of title under German law. If special requirements are necessary (e.g. registration), the Customer shall arrange for these at his own expense.



Section 14 Returns/cancellations as a gesture of goodwill

1. In the event of acceptance of pre-approved returns as a gesture of goodwill (irrespective of any statutory rights of withdrawal), we shall charge – insofar as we have not specified any other fee for this at the latest at the time of acceptance of the Customer's request for return – 20% of the net order value plus the transport costs.
2. The return of goods as a gesture of goodwill shall not be deemed to constitute recognition of a right of withdrawal, defectiveness and the issue of a credit note, even if receipt of the goods has been acknowledged.

Section 15 Empties and loading aids

1. The loading aids provided to the Customer free of charge (e.g. transport containers, cheese crates, pallets of any kind, etc.) shall remain our sole and unrestricted property even if a deposit is made. They are to be returned to us by the Customer immediately after intended use in perfect condition, carriage paid; otherwise we are entitled to charge the Customer the replacement costs. The loading aids may not be filled with other goods or used in any other way; pallets as loading aids are exempt from this provision.
2. The return of packaging that is not returnable packaging shall be governed by the provisions of the German Packaging Act and the PPWR (EU Packaging and Packaging Waste Regulation) in the version valid at the time of conclusion of the contract as well as any supplementary agreements, if applicable.

Section 16 Data protection

1. We process personal data that is necessarily transmitted to us by the Customer within the scope of the contract processing in compliance with the provisions of the EU General Data Protection Regulation (GDPR), the German Data Protection Act (BDSG) and all other applicable laws.
2. Detailed information and notes on data protection can be found at <https://dmk.de/en/data-protection>.

Section 17 Compliance

1. The Customer shall comply with all applicable laws and legal provisions within the scope of the ongoing business relationship and in connection with the goods delivered by us and shall implement and enforce sufficient internal processes and measures for compliance. In addition to the applicable laws and legal provisions on data protection (cf. Section 16), this includes in particular compliance with applicable laws and legal provisions against corruption, against restrictions on competition and against money laundering as well as the applicable trade and export control provisions. The Customer must also comply with the “Ten Principles” of the United Nations Global Compact (available at <http://www.unglobalcompact.org/>) in the areas of human rights, labour, environment and anti-corruption. Finally, the Customer must comply with the principles set out in the DMK Code of Conduct whose compliance we have also committed ourselves to. The currently valid version of the DMK Code of Conduct that applies to all our business partners is available at



https://dmk.de/fileadmin/user_upload/redaktion/Footer/Lieferanteninfo/Lieferantenkodex/ENG/DMK_Group_Lieferantenkodex_lang-EN-GS-04-06.12.25-Ansicht.pdf and will be made available to the Customer in paper form free of charge at any time upon first request.

2. The Customer shall ensure, within the scope of his reasonable legal possibilities, that his employees, vicarious agents and representatives comply with the provisions of this Section 17 and of the referred Section 16 and shall be liable for their non-compliance, unless he proves that neither he nor his vicarious agents are responsible for such non-compliance.
3. With regard to the applicable trade and export control regulations, the Customer warrants to the extent legally possible that
 - a. neither the Customer himself nor his employees, vicarious agents or representatives are included in any sanctions lists maintained by the United Nations, the European Union, their respective member states, the United Kingdom, the United States of America or other states involved in the respective contract and the respective competent government agencies and authorities of the aforementioned states or alliances of states;
 - b. the Customer notifies us immediately in writing if the Customer or any of his employees, agents, representatives or customers or contractors is placed on any of the aforementioned sanctions lists; and
 - c. the Customer does not use the funds, products and services received from us for the benefit of sanctioned persons to the extent that this would result in a breach of applicable sanctions, nor for any other purpose inconsistent with applicable sanctions. This does not refer to sanctions imposed by agents other than the United Nations, the EU or the Federal Republic of Germany and which are associated with economic sanctions imposed by a state on another state, unless the United Nations, the EU or the Federal Republic of Germany have imposed economic sanctions on this state as well.
4. With regard to the applicable laws and legal provisions against corruption, the Customer warrants, within the scope of his reasonable legal possibilities, that
 - a. neither the Customer himself nor his employees, vicarious agents or representatives give or accept gifts or other financial or other benefits to or from our employees, vicarious agents or representatives or other third parties entrusted with the performance of deliveries or services on the basis of these Terms and Conditions of Sale and Delivery, insofar as this is likely to motivate the recipient of such benefits to behave unfairly. The Customer shall immediately notify us of any requests and demands of such benefits in connection with the performance of deliveries or services on the basis of these Terms and Conditions of Sale and Delivery; and
 - b. the Customer notifies us immediately in writing in the course of ongoing business if any person employed by the Customer is a politically exposed person (e.g. a government official, a political party official or a political candidate) or is otherwise entrusted with the assumption of external duties of governmental or private nature that enable him or her to influence decisions that benefit us or our business.
5. The Customer shall maintain accurate and proper documentation during the ongoing



business relationship so that he can prove that he has complied with all the requirements contained in this Section. Such documentation shall be retained for a period of at least 10 years from the end of the calendar year to which it relates.

6. In the event of a concrete suspicion of a not insignificant breach of a provision of this Section 17, we shall be entitled, for the purpose of checking and, if necessary, verifying this suspicion, to demand that the Customer discloses the documentation to a third party named by us and professionally bound to secrecy, who may, in compliance with and in observance of all mandatory legal requirements, in particular from data protection and antitrust law, inspect, audit and make copies of the Customer's information and documents and transmit the data to us – insofar as legally required only in aggregated and anonymised form. Inspection shall take place to a reasonable extent, at the usual location and during normal business hours. The Customer will cooperate fully and promptly at any inspection or audit by us or on our behalf, including fully and diligently answering our questions and providing any requested documentation (although the Customer's trade and business secrets are regularly excluded from this disclosure obligation).
7. We may withdraw from all contracts concluded on the basis of these Terms and Conditions of Sale and Delivery, or terminate without notice continuing obligations entered into on the basis of these Terms and Conditions of Sale and Delivery if (i) the Customer or one of his employees, vicarious agents or representatives is included in a sanctions list and we are thereby exposed to the risk of a not insignificant sanction by public authorities; (ii) the Customer or one of his employees, vicarious agents or representatives commits a not insignificant breach of the obligation set out in Section 17 and this breach is not remedied within a reasonable period of time after we have issued a written warning and set a reasonable deadline (a warning or deadline is not required, if it has been established by final judgment or other form of final termination of proceedings that the Customer or one of his employees, vicarious agents or representatives is guilty of such a breach); or (iii) the Customer is in serious or persistent breach of this Section 17, making it unacceptable for us to continue the contract and an immediate termination of the contract is justified. The Customer shall be liable for all damages and shall fully indemnify and hold us harmless from and against all third-party claims arising out of or in connection with the withdrawal or termination; this shall not apply if the Customer is not responsible for the reasons for the termination. Further rights remain unaffected by this.

Section 18 Traceability

1. In compliance with our statutory labelling and documentation obligations geared at ensuring traceability, our products are labelled with a batch number or best-before date (and coding) or a lot number in accordance with the German Lot Labelling Ordinance (LKV). It should be noted that the integrity of this traceability information must not be compromised.
2. The Customer also assures to fully comply with the traceability obligations incumbent on him under the statutory provisions, to document them accordingly and to keep such documentation.



Section 19 Applicable law, place of performance

1. The business relationship between the Customer and us shall be governed exclusively by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
2. The place of performance for our deliveries and services (including our obligation of subsequent performance and the mutual obligations of return in the event of withdrawal) is the respective production site of the ordered goods or, in the event of a deviating agreement, the agreed place of performance as notified to the Customer prior to delivery. The place of payment for the Customer is the registered office of our company.

Section 20 Place of jurisdiction and arbitration agreement

1. For customers with a registered office in the European Economic Area or Switzerland, the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the registered office of the DMK Group company concluding the contract. This agreement on the place of jurisdiction applies exclusively on the part of the Customer. We expressly reserve the right to sue the Customer at his general place of jurisdiction or before another competent court.
2. If the Customer's registered office is outside of the European Economic Area and Switzerland, the following provision deviating from Section 20.1 applies: any legal disputes arising from or in connection with this contract shall be finally settled by the Court of Arbitration of the Hamburg Chamber of Commerce to the exclusion of the ordinary courts. The content of such legal dispute shall be governed exclusively by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

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