
	TERMS AND CONDITIONS OF SALE OF GOODS OF LAMEX HORNS GMBH, HAMBURG	Document No. 4.1.6 SO1DE
		Version. 1.0

§ 1

GENERAL PROVISIONS


- 1.1 Only these terms of sales (hereinafter the "**Conditions**") shall be applicable to all deliveries of products and services of LAMEX Horns GmbH (hereinafter also referred as "**we**"). Differing or supplementing conditions of the customer shall apply only if we consent to those conditions in writing, even if we do not expressly object to them or if we effect delivery to the customer without reservation.
- 1.2 The Conditions only apply in B2B business, i.e. towards entrepreneurs within the meaning of § 14 para. 1 German Civil Code (BGB) and legal public law entities or public special funds within the meaning of § 310 para. 1 German Civil Code.
- 1.3 These Conditions also apply to future transactions concluded with the customer under ongoing business relationship, or to equivalent contracts in the future, in its then current version at the time of conclusion of any future agreement even if we do not refer to them again in each individual case. These Conditions are amended from time to time. The latest version shall apply, as published on our website <http://www.lamexfoods.eu/index.php/terms-conditions-downloads>
- 1.4 Individual agreements made with the customer (including side agreements, additions and changes) take precedence over these Conditions. A written contract or our written confirmation is decisive for the content of such agreements, subject to proof to the contrary. The same applies for master agreements.
- 1.5 References to legal provisions are made for clarification only. Even without such a clarification, legal regulations therefore apply unless changed or expressly excluded in these Conditions. The rights and remedies provided to us herein shall be cumulative and in addition to any other rights and remedies provided at law.
- 1.6 Legally relevant declarations and notifications the customer may make towards us after contract conclusion (e. g., setting deadlines, warnings, or declarations of withdrawal) must be done in writing to be effective (e. g., by letter, email or fax).

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§ 2

OFFERS, CONCLUSION OF CONTRACT


- 2.1 Our quotations and our offers, including our price lists, are not binding us unless otherwise stated in our offer or otherwise expressly declared by us in writing. Each order placed by the Customer shall be deemed to be a binding offer by the customer to purchase the Goods in accordance with these Conditions.
- 2.2 Contracts shall become binding only upon our written order confirmation, upon written acceptance of our binding offers by the customer or upon delivery of our products or services in accordance to an order of the customer. Any deviations from our non-binding offers must be confirmed by us in writing to become effective.
- 2.3 We reserve title and all property rights to and/or the copyright in illustrations, drawings, calculations or other documents we made available to the customer. Such documents must not be disclosed to third parties by the customer. This particularly applies to written documents marked as 'confidential'. The passing on such documents to third parties requires our express prior consent in writing.
- 2.4 Specifications of our goods and services are only performance descriptions and not guarantees. Specifications apply with a reasonable tolerance deviation, unless otherwise expressly agreed in the contract or if deviations are excluded according to the purpose of the contract. We reserve the right to deliver the goods stipulated in the contract within a tolerance of plus or minus 5% on the volume, and the customer agrees to accept such increased or reduced (as the case may be) quantity delivered in satisfaction of the contract. The value of the goods delivered under the applicable contract and due from the customer will be amended pro-rata to the quantity delivered and will be deemed to be incorporated into the contract, as amended.

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§ 3


PRICES; TERMS OF PAYMENT

- 3.1 Our price lists apply within the period stated therein but are subject to changes at any time. Prices in the price list and agreed prices are subject to increases, as set out in detail in Section 3.13 below.
- 3.2 Unless otherwise stated in our confirmation of the order, our prices apply "ex works"(EXW in line with Incoterms 2020) including customary packaging.
- 3.3 In the case of shipping (*Versendungskauf*) the customer bears the transport costs ex works and the costs of any transport insurance requested by the customer. The customer bears any customs duties, fees, taxes and other public charges.
- 3.4 Unless otherwise stated in our order confirmation, all prices are in Euro (EUR). All our prices are set out net of value added tax (VAT). The customer shall, on receipt of a valid VAT invoice, pay to us such additional amounts in respect of VAT as are chargeable on the supply of the goods.
- 3.5 Any rebates and cash discounts on our prices require our express written consent.
- 3.6 We may invoice the customer for the goods on or at any time after delivery and are due within ten business days of the invoice date, unless otherwise agreed in the contract. Business day means any other day than a Sunday, a general holiday officially recognized at the place of our registered office (Hamburg, Germany), or a Saturday. Timely payment under a contract is a condition precedent for any future deliveries of goods to the customer under that or any other contract.
- 3.7 Where the goods are to be delivered in part deliveries (batch or part of goods), each consignment will be invoiced and shall be paid for separately.
- 3.8 Where packing, shipping, insurance, storage or other charges are shown separately from the Price, they are nevertheless payable by customer at the same time as if they form part of the Price.
- 3.9 Where the customer requests us to produce or procure customer specific packing for use in relation to the goods then, in the event of the termination of the contract the customer agrees to acquire the packings which have been produced or procured by us in accordance with the

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instructions of the customer but which remain unused as at the date of termination of the contract at a price equal to the cost incurred for the production or procurement.


- 3.10 The customer shall have a right of set-off only if its counterclaims either have been recognised by declaratory judgement, or if the counterclaims are undisputed or acknowledged by us. The customer shall be entitled to exercise a right of retention or a right to refuse performance only if the same conditions have been fulfilled and, in addition, its counterclaim against us is based on the same contract. Its rights in accordance with Section 6.5 second sentence are reserved.
- 3.11 We may demand from the customer advance payment of the delivery price or for provision of sufficient security prior to delivery. If we are obliged to make advance deliveries and circumstances come to our knowledge after the conclusion of the contract, which indicate a substantial deterioration of the customer's financial situation, we may demand, at our reasonable discretion, either sufficient security within a reasonable period of time, or payment on delivery. If the customer does not meet this request, we shall be entitled, subject to further statutory rights, to rescind the contract.
- 3.12 If the customer defaults on its payment obligations, we shall charge the statutory default interest in accordance with Section 288 German Civil Code.
- 3.13 We may, by giving notice to the customer at any time before delivery, increase the price of the goods to reflect any increase in the cost which accrued after conclusion of the contract and which is due to:
- a. force majeure or other unforeseeable circumstances beyond our control, such as interruptions of operations, strikes, lock-outs, lack of means of transportation, difficulties in procuring raw materials and energy, terrorist acts, orders imposed by the authorities, foreign exchange fluctuations, increases in taxes and duties, including explicitly price increases due to the withdrawal of the United Kingdom from the European Union (EU) and
 - b. unforeseeable increases in labour, materials and other manufacturing costs;
 - c. any request by the customer to change the delivery date(s), quantities, specifications or types of goods ordered; or
 - d. any delay caused by any instructions of the customer or failure of the customer to give us adequate or accurate information or instructions.

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§ 4


TERMS OF DELIVERY

- 4.1 In case we have agreed with the customer on a specified delivery date or period of delivery the obligation to deliver on time is contingent on the proper and timely performance of the customer's obligations. An agreed time period for delivery commences upon delivery of the order confirmation but not before providing any documents, approvals and releases to be procured by the customer, and requires that the customer has fulfilled all its obligations.
- 4.2 Once we are in a position to arrange for the goods to be delivered, we shall notify the customer of the proposed delivery date as soon as reasonably practicable (*Anzeige der Versandbereitschaft*). Having received such notice, the customer shall provide us with at least three business days' (as defined under section 3.6) prior written notice of its desired delivery date but we shall be under no obligation (although it may choose to do so at its sole option) to make goods available for delivery to the customer if we have been given less than three business days (as defined under section 3.6) prior written notice of customer's requirements. Unless otherwise agreed, shipment details are given in good faith and shall be deemed as an estimate only.
- 4.3 Our default in delivery requires that the statutory requirements of default are fulfilled. In any case, a written reminder from the customer is required.
- 4.4 We shall not be liable for delays in delivery due to force majeure or unforeseeable circumstances beyond our control including but not limited to interruptions of operations, strikes, lockouts, lack of means of transportation, difficulties in procuring raw materials and energy, terrorist acts or orders imposed by the authorities. We will inform the customer immediately in an event of force majeure. Any delivery period agreed upon shall be extended by the period of obstruction plus an appropriate start-up time. If the obstruction lasts longer than three month, the customer and we shall be entitled, at the end of an additional period of time of reasonable length to be set, to withdraw from the contract with regard to the part not yet performed and we will immediately reimburse any consideration already rendered by the customer accordingly. In this case, damage claims are excluded.
- 4.5 Section 4.4 applies accordingly if we are unable to meet binding delivery dates for unavailability of goods or services. The unavailability of goods or services in this sense

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particularly includes our suppliers failing to deliver in good time if we have entered into congruent cover transaction.

- 4.6 We are entitled to effect part deliveries (batch or part of goods) if these are not opposed to any noticeable and legitimate interests of the customer.
- 4.7 In the event of the customer's delay in acceptance the goods shall be deemed delivered and accepted. Customer's delay in acceptance also is deemed in the case if, ten business days (as defined under section 3.6) after the day on which we have notified the customer in accordance with Section 4.2 that the goods or any part delivery (batch or part of goods) are ready for delivery the customer has not accepted delivery. In case of customer's delay in acceptance the goods, we are entitled to claim damages for non-performance and, if a reasonable grace period set by us for the acceptance of delivery has expired without success, withdraw from the contract. In the event of storage by us, the storage costs shall amount to 0.25% of the invoice amount of the delivery items to be stored per week elapsed. The right to assert and prove further or lower storage costs is reserved. If we withdraw from the contract we may resell or otherwise dispose in part or all the goods or any consignment, and (after deducting storage and selling costs) may account the Customer for any shortfall below the price of the goods or any consignment.
- 4.8 Any loading equipment, e.g. interchangeable Euro pallets, containers, etc., have to be returned in exchange. Any damage caused to, or the loss of, any such equipment shall be borne by the customer, unless the customer is not responsible for any such damage or loss. If the customer defaults in returning loading devices for more than three months we will assume total loss unless evidence to the contrary is furnished by the customer.
- 4.9 Unless otherwise agreed upon in the contract, we are not liable for the compliance with national regulations and laws abroad. Where the goods are being supplied at the request of a customer for import into a country other than Germany, then:
- a. the customer shall be responsible for complying with any legislation or regulations that apply to the import of the goods into the country and for the payment of any duties thereon;
 - b. to the extent that these items do not form part of the price, customer shall be responsible for all taxes, airport duties, delivery or collection costs and other charges arising on the delivery of the goods into the country;

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- c. the goods shall be delivered on an CIF basis in line with Incoterms 2020 to the Special Location; and
- d. customer shall be responsible for advising us in writing and within a reasonable period of time prior to the delivery date (so as to provide us with sufficient time to deal with these matters) of the labelling, certificates and/or importation documentation that are required to be obtained by us to permit the import of the relevant goods to the Special Location.


The customer shall also be responsible for checking and approving the labelling, certificates and/or importation documentation so obtained by us in order to ensure that they satisfy the requirements of, and regulations within, the country.

The customer shall inform us of the country of destination of the goods delivered and of any regulations and laws of this country which deviate from German law in due time prior to the conclusion of a contract, so that we are able to observe such provisions. Any additional costs thereby incurred shall be borne by the customer.

§ 5

PASSING OF RISK


- 5.1 Unless otherwise agreed in writing, all products shall be delivered "ex works"(EXW Incoterms 2020).
- 5.2 Only at the customer's express request and upon our written approval, we will cover deliveries by transport insurance, all costs insofar incurred to be borne by the customer.
- 5.3 In the event that the goods are being delivered by us, it shall be the customer's responsibility to supervise the unloading process and provide adequate staff, equipment, instructions and assistance to enable the Goods to be received by the customer.

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WARRANTY

- 6.1 The statutory provisions apply to the rights of the customer in the case of material and legal defects (including incorrect and short delivery), unless otherwise specified below. In all cases, the statutory special provisions on the final delivery of the unprocessed goods to a consumer remain unaffected. Claims from supplier recourse are excluded if the defective goods have been further processed by the customer or another entrepreneur.
- 6.2 In case the customer is as merchant (Kaufmann) claims for defects presuppose that he has complied with its statutory inspection and notification obligations (Sections 377, 381 para. 2 German Commercial Code). In the case of goods intended for processing, an inspection must in any case be carried out immediately before processing. If a defect is found at the time of delivery, the inspection or at any later point in time, we must be notified immediately in writing. In any case obvious defects must be notified within a period of two business days (as defined under section 3.6) following delivery and defects not recognizable during an inspection must be reported in writing within the same period following discovery, defects recognizable during the inspection must be reported to us within five business (as defined under section 3.6) days following delivery, at the latest. If the customer fails to properly inspect and / or report defects, our liability for the defect that is not reported or that is not reported in time or incorrectly is excluded according to the statutory provisions. This shall also apply to contracts for work and services. A customer who is not a merchant shall be obliged to give written notice of any visible defects within three weeks following delivery.
- 6.3 Insofar as deficiencies in the number of items, weight or quality are already noticeable upon delivery according to the aforesaid duties of inspection, the customer shall make a complaint to the freight forwarder about these deficiencies upon the acceptance of the products and shall have the complaint attested.
- 6.4 If the delivered goods are defective, we can first choose whether we provide supplementary performance by eliminating the defect (rectification) or by delivering defect-free goods (replacement delivery). Our right to refuse supplementary performance under the statutory requirements remains unaffected.
- 6.5 We are entitled to make the subsequent performance owed contingent on the customer paying the purchase price due. However, the customer is entitled to withhold a reasonable part of the purchase price in relation to the defect.

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- 6.6 The customer must give us the time and opportunity necessary for the supplementary performance owed, in particular to hand over the rejected goods for inspection purposes. In case of a replacement delivery, the customer must return the defective goods to us in accordance with the statutory provisions.
- 6.7 If the subsequent performance has failed or a reasonable period of time to be set by the customer for the subsequent performance has expired or can be dispensed with in accordance with the statutory provisions, the customer can withdraw from the purchase contract or reduce the purchase price. However, there is no right of withdrawal in the event of a minor defect.
- 6.8 For the avoidance of doubt, we do not warrant in any way that the goods are compliant with any laws or regulations outside of Germany.
- 6.9 For claims from defects of title the following provisions shall apply additionally:
- a. Unless otherwise expressly agreed, we shall only be obliged to effect deliveries free of any rights of third parties according to German law.
 - b. In the event of a violation of intellectual property rights of third parties for which we are responsible, we may, at our option, either obtain an adequate right of use for the agreed or expected use at our expense and assign this right to the customer, or transform the delivered items or redeliver the same so that the intellectual property right is not infringed, or replace the delivered items provided that the agreed or expected use of the delivered items is not thereby impaired. If this is impossible for us, or if we refuse subsequent performance, the customer shall be entitled to assert its statutory rights and claims. Section 7 shall apply to damage claims and claims for reimbursement of expenses.
- 6.10 Claims of the customer for damages or reimbursement of futile expenses, even in the case of defects, only exist in accordance with Section 7 and are otherwise excluded.

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§ 7

LIABILITY; INSURANCE OBLIGATIONS


- 7.1 Unless otherwise stated in these Conditions, including the following provisions, we are liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.
- 7.2 We are liable for damages – regardless of the legal reason – for fault-based liability only in the event of intent and gross negligence. In the case of slight negligence, we are only liable, subject to statutory liability restrictions (e.g. due care in our own affairs; insignificant breach of duty)
- a. for death and personal injury,
 - b. for damages from the breach of an essential contractual obligation (obligation, the fulfillment of which enables the proper execution of the contract and on the observance of which the contractual partner regularly trusts and may rely); In this case, however, our liability is limited to the replacement of the foreseeable, typically occurring damage.
- 7.3 The limitation of liability under Section 7.2 applies also to breaches made by persons or third parties that we are responsible for according to the applicable laws and regulations (example subcontractors or our employees). This limitation of liability is not applicable if we have maliciously concealed a defect or have assumed a guarantee for the quality of the goods and for claims by the customer under the German Product Liability Act.
- 7.4 The customer undertakes to maintain appropriate, up-to-date and accurate records to enable the immediate recall of any of the goods or any part of them from the retail or wholesale markets. These records shall include records of deliveries to customers (including details of batch numbers, delivery date, name and address of customer, and telephone number and fax number (and e-mail address if available). The customer shall give such assistance as we shall reasonably require for the purpose of recalling as a matter of urgency any quantities of the goods or any of them from the retail or wholesale market where necessary.
- 7.5 Due to a breach of duty other than a product defect, the customer can only withdraw or terminate the agreement if we are responsible for the breach of duty. The right of the customer to terminate (in particular according to Sections 650, 648 German Civil Code) without good cause is excluded. Otherwise, the legal requirements and legal consequences apply.

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§ 8

RESERVATION OF TITLE

- 8.1 We shall retain title to the delivered items until receipt of all payments owed by the customer under the contract. In the event that the customer acts in breach of contract, particularly defaults in payment, we shall be entitled to take back the item delivered, in particular after the expiry of an additional period of time of reasonable length. After taking back the delivered item, we shall be entitled to realise the same; the realisation proceeds shall be set off against the customer's liabilities, less reasonable costs of the realisation. The provisions of the German Insolvency Code relating to realisation shall not thereby be affected.
- 8.2 The customer is obliged to handle the delivery items carefully. In particular, the customer is obliged to insure the same sufficiently at its expense at the reinstatement value against damage caused by fire, water and theft.
- 8.3 The customer shall immediately inform us of attachments and any other interference by third parties. The customer shall be liable to us for any court and out of court costs of any action which may be necessary pursuant to Section 771 German Code of Civil Procedure (third party proceedings).
- 8.4 The customer is entitled to resell the delivery item in the ordinary course of business; however, he herewith already assigns to us all claims to the amount of the invoice sum total (including value-added tax) accruing to him from the resale against its customers or third parties, irrespective of whether the delivery item has been resold without or after having been processed.
- 8.5 The customer shall be authorised to collect this claim even after assignment. In the event that the customer sells or transfers the goods to a third party before legal and beneficial title has passed to it under these Conditions, the proceeds of such sub-sale or transfer (or such proportion as is due to us) shall be held by the customer on behalf of us and shall be held separately from and not be mixed with any other funds, and all monies held on our behalf shall be identified as such.
- 8.6 However, we shall be authorised to collect the claim ourselves if the customer does not perform its obligations to pay from the collected proceeds, defaults in payment or has filed a petition for the institution of insolvency proceedings or such a petition has been filed or payments have ceased. In such cases, we may demand that the customer states which claims

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have been assigned and their debtors, furnishes all the information necessary for the collection, hands over the appurtenant documents and notifies the debtors (third parties) of the assignment. However, it will not be possible for us to collect the claim if the German Insolvency Code precludes this.

- 8.7 Any processing or transformation of the delivered item by the customer shall always be carried out on our behalf. If the delivered item is processed with other items not belonging to us, we shall acquire joint title to the new object proportionally to the value of the delivered thing to the other processed items at the time of the processing. In all other respects, the provisions applicable to the items delivered with a reservation shall also apply to the thing resulting from the processing.
- 8.8 We undertake, at the customer's request, to release the securities to which we are entitled also to the extent that the value of our securities exceeds the claims to be secured by more than 20%. Selection of the securities to be released shall be incumbent on us.
- 8.9 In the event of cross-border deliveries, the following shall apply: If the items were delivered prior to payment of all amounts owed by the customer under the contract, we will retain title to the delivered items until payment has been effected in full insofar as this is admissible according to the law by which the delivered items are governed. If the aforesaid law does not permit a reservation of title but allows us to reserve other rights to the items delivered, we may exercise any rights of this kind. The customer is obliged to assist us with any measures which we may take for the purpose of protecting our title to the items delivered or any other right to the items delivered replacing such title.

§ 9

CONFIDENTIALITY

- 9.1 The customer undertakes that it shall not disclose to any person any confidential information disclosed to it by us concerning our business or affairs or of any affiliated company, except as permitted by clause 9.2 below. "Confidential Information" means information marked as confidential or which is otherwise of a confidential nature (including, but not limited to, trade secrets and information of commercial value, technical information, price lists, data, business plans, customer information, party's operations, processes, plans, product information, know-how, designs, software and market opportunities) known to the customer and concerning us or the goods. The customer will treat the contracts and all associated commercial and technical

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details as strictly confidential. Information we have provided, or drawings, etc. created by us on the basis of such information, may be otherwise used or exploited only with our written permission.

9.2 The customer may disclose our confidential information:

- a. to its employees, officers, agents, consultants or sub-contractors (representatives) who need to know such information for the purposes of carrying out the its obligations under this contract, provided that the customer takes all reasonable steps to ensure that its representatives comply with the confidentiality obligations contained in Clause 9.1 above as if they were a party to this contract. The customer shall be responsible for its representatives' compliance with the confidentiality obligations set out in this clause; and
- b. as may be required by law, court order or any governmental or regulatory authority.

The customer will not be in breach of this clause, however, in relation to information already in its possession or within the public domain (other than as a result of a breach of this clause).


9.3 We reserve all rights in our confidential information. No rights or obligations in respect of our confidential information other than those expressly stated in these Conditions are granted to customer or necessary to perform the contract.

§ 10

INTELLECTUAL PROPERTY

10.1 The customer acknowledges that any intellectual property rights in and to the goods and other intellectual property right used in relation to our business and the goodwill connected with that are and shall remain our or relevant third parties' property.

10.2 The customer undertakes that it shall not, in connection with the supply of the goods or goods materially similar thereto, in any way commercially use or disclose the names as leomi FINE FOOD, L&M Food, LAMEX, Lamex Agrifoods or Lamex Europe or Lamex Horns or any name which is a variation of those names or which incorporates the names L&M or Lamex except with our prior written consent.

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COMPLIANCE

- 11.1 The customer shall comply with the guidelines set out in Appendix A to these conditions as may be amended from time to time.
- 11.2 The customer agrees that in performing its obligations it shall comply with the provisions of the UK Data Protection Act 1998 and the Regulation (EU) 2016/679 (General Data Protection Regulation) as well as the guidelines as set out further in Appendix A.

§ 12

TERMINATION ON GOOD CAUSE

- 12.1 Without prejudice to any other contractual or statutory rights, we are entitled to terminate or withdraw from any contract by written notice to the customer, between the customer and us on good cause having immediate effect if:
- a. any payment due by customer to us is overdue by more than 10 business days in whole or in part; or
 - b. the customer commits a material breach of its contractual obligations to us and, provided the breach is remediable, has not remedied such violation of the contract within a reasonable final deadline of at least 5 calendar days set by us; or
 - c. if the customer or a third party applies for insolvency proceedings to be opened over the assets of the customer, or insolvency proceedings against the customer are opened by court order or the opening of such proceedings is refused due to lack of assets and such petition or application is not dismissed within 30 calendar days of being applied for or presented; or
 - d. the customer ceases or threatens to cease to carry on trading.
 - e. there is in the reasonable opinion of the Supplier, any substantial deterioration of the customer's financial situation of the Customer, including but not limited to, credit status.
- 12.2 Termination of either party requires the written form.

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12.3 Without limiting its other rights or remedies, we may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clauses 12.1(a) to 12.1(e) or we reasonably believe that the Customer is about to become subject to any of them.

12.4 Termination of the contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination. Notwithstanding the termination of this contract for any reason, any sums for any reason due to us hereunder at the date of termination shall remain due and payable to us by customer.

§ 13

APPLICABLE LAW; PLACE OF JURISDICTION; SEVERABILITY


13.1 German law will apply to all claims arising from or relating to this contract, under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

13.2 The parties shall, in the event of a dispute which remains unresolved within fourteen days of arising, attempt to settle such dispute in accordance with the German Mediation Act. We are entitled to terminate the mediation process at any time.

13.3 If the customer is a merchant (Kaufmann), the sole place of jurisdiction for all disputes arising from or relating to this contractual relationship will be the competent court in our registered office. However, in all cases we may also sue at the place of fulfilment for the delivery obligation, or at the customer's general place of jurisdiction. Compulsory statutory provisions, especially regarding exclusive competence, remain unaffected and take priority.

13.4 Should individual clauses of these Conditions be invalid; this shall not affect the validity of the remaining clauses.

Hamburg, 28th of April 2020

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Appendix A

1. Data Protection

a) In this clause 1, the following expressions have the following meaning:

“**General Data Protection Regulation**” or “**GDPR**” is the Regulation (EU) 2016/679 (General Data Protection Regulation) that will be applied to the processing of personal data in the context of the activities of an establishment of a controller or a processor in the Union, regardless of whether the processing takes place in the EU or not.

“**Personal Data**” is defined as any information relating to an identified or identifiable natural person (“**Data Subject**”); an identifiable natural person is one who can be identified directly or indirectly, by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. GDPR applies to personal data such as name, sex, age, passport, ID, nationality, HR data, contact details, on line purchases, credit card details, payroll, airline passenger lists, dietary preferences, airport control cameras data, hotel reservations etc. and to special categories of sensitive data such as economic, health, genetic and biometric data.

“**Processing**” means any operation or set of operations which is performed on personal data or on sets of personal data, if automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“**Controller**” is the natural or legal person, public authority, agency or other body, which alone or jointly with others, determines the purposes and means of the processing of personal data.

“**Processor**” means the natural or legal person, public authority, agency or other body which processes data on behalf of the controller.

“**Consent of the data subject**” means any freely given, specific, informed and unambiguous indication of the data subject’s wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of personal data relating to him or her.

“**Special Categories of Data**” is revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership. Genetic data, health data or data concerning the person’s sex life or sexual orientation.


“**Protected Data Breach**” means any breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, any Protected Data;

“**Protected Data**” means Personal Data received from or on behalf of us, or otherwise obtained, in connection with the performance of the customer’s obligations under any Contract, for which we are responsible as a controller;


b) In respect of the processing of Protected Data by the customer or the customer’s personnel under or in connection with the contract, the customer shall, and shall procure that the customer’s personnel shall:

(1) only process the Protected Data to the extent required to provide the services in accordance with the terms of the contract or otherwise in accordance with documented instructions of us from time to time;

(2) not otherwise modify, amend or alter the contents of the Protected Data or disclose or permit the disclosure of any of the Protected Data to any third party, unless specifically authorized to do so in writing by us;

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- (3) implement appropriate technical and organizational measures to:
- protect Protected Data against unauthorized or unlawful processing and against accidental or unlawful loss, destruction, damage, alteration or disclosure;
 - comply with Data Protection Legislation; and
 - ensure the protection of the rights of the Data Subject;
- (4) ensure that all Customer's personnel engaged in the provision of the services under any agreement with us have entered into confidentiality agreements with the customer and shall further ensure that such personnel are made aware of and observe the Processor's obligations under the contract with regard to the security and protection of Protected Data;
- (5) process the Protected Data in accordance with the Data Protection Legislation and not do or permit anything to be done which causes us in any way to be in breach of the Data Protection Legislation;
- (6) provide written evidence of the customer's compliance with Data Protection Legislation as may be reasonably requested by us from time to time;
- (7) co-operate and assist, as requested by us, and put appropriate technical and organizational measures in place to enable us to comply with any exercise of rights by a Data Subject under Data Protection Legislation;
- (8) not process the Protected Data anywhere outside the EEA without the prior written consent of us;
- (9) at the request of us or any competent regulatory or supervisory authority, submit for audit the processing activities and related facilities carried out pursuant to the contact, which shall be carried out by us, our authorized representatives (bound by a duty of confidentiality) and/or representatives of the relevant regulatory or supervisory authority;
- c) The customer shall notify us as soon as reasonably practicable and in any event within 24 hours of:
- any legally binding request for disclosure of Protected Data by a law enforcement or other competent authority, unless prohibited by law from doing so;
 - any request received directly from a Data Subject without responding to that request, unless required by law or it has been otherwise authorized by us to do so;
 - receiving any correspondence, notice or other communication whether orally or in writing from the Information Commissioner's Office ("*ICO*"), any other relevant data protection regulator or any other regulator or person, relating to the Protected Data; and
 - becoming aware of a breach of the provisions of this condition.
- d) Without prejudice to any other provision of the contract, we may, on reasonable notice request a detailed written description of:
- the technical and organizational method employed by the customer and any sub-processors (if any) for the processing of Protected Data;
 - the processing activities carried out by the customer on behalf of us containing at least the amount of details required by article 30(2) of the GDPR.
- Within ten days of receipt by the customer of our written request, the customer shall deliver a written report to us in sufficient details that we can reasonably determine whether or not any applicable Protected Data is being or has been processed in compliance with the GDPR.
- e) Without prejudice to the other provisions of this condition, if the customer or any member of the Customer's personnel becomes aware of any Protected Data Breach, the customer shall promptly (but in any event within 24 hours of discovery) notify us. The customer shall, at no additional cost

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to us, provide us with all resources, assistance and co-operation as are required by us for us to notify the ICO and any other relevant data protection regulator of such Protected Data Breach and for us to provide such reports or information as may be requested by them in relation to such Protected Data Breach and for us to notify the relevant Data Subjects of such Protected Data Breach, as applicable.

f) The customer shall, at no additional cost to us, provide us with all resources and assistance as required by us for us to discharge its duties pursuant to articles 35 and 36 of the GDPR, including but not limited to, promptly at the request of us providing information in respect of any data protection impact assessment with us conducts.

g) Where the customer sub-contracts any of its obligations under this condition, with the consent of us, it shall do so only by way of written agreement with the sub-processor, which imposes the same obligations on the sub-processor as are imposed on the customer under this condition. The customer shall inform us of any sub-processors in advance. In any event, the Customer shall be liable for the acts and omissions of its agents, personnel and sub-processors as if they were its own acts and omissions.

h) On expiry or termination of the Contract, the customer shall immediately cease processing the Protected Data and arrange for the prompt and safe return or the destruction of all the Protected Data with all copies in its possession or control and certify that such destruction or return has taken place.

2. Anti-bribery and Corruption

The customer shall:

a) comply with all applicable laws, statutes and regulations relating to anti-bribery and corruption, including the German Act on Administrative Offences, Section 108 and 299-335a of the German Criminal Code, the UK Bribery Act 2010;

b) have and maintain in place its own policies and procedures to ensure compliance with all applicable laws, statutes and regulations relating to anti-bribery and corruption;

c) implement due diligence procedures for its own customers, subcontractors and other participants to ensure that there is no bribery or corrupt business practices in its supply chains;


d) represent, warrant and undertake that neither the customer nor any of its officers, employees, subsidiaries, affiliates or other persons associated with it:

- has been convicted of any offense relating to bribery or corrupt business practices;

- has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with bribery or corrupt business practices;

e) notify us as soon as it becomes aware of any actual or suspected bribe or corrupt business practice within its operations or its supply chain, including any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body; and

f) promptly report to us any request or demand for any undue financial or other advantage of any kind received by the customer or if a foreign public official becomes an officer or employee of the customer or acquires a direct or indirect interest in the customer.

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3. Antislavery

The customer shall:

- a) comply with all applicable laws, statutes and regulations relating to slavery, involuntary servitude, debt bondage, forced labour or human trafficking (modern slavery) including Section 232 of the German Penal Code and the UK Modern Slavery Act 2015 and take reasonable steps to ensure that there are no modern slavery issues in the customer`s supply chains or in any part of their business;
- b) have and maintain in place its own policies and procedures to ensure compliance with all modern slavery laws, statutes and regulations;
- c) implement due diligence procedures for its own suppliers, subcontractors and other participants to ensure that there are no modern slavery issues in its supply chains;
- d) represent, warrant and undertake that it conducts its business in a manner that is consistent with the principles of Section 232 of the German Penal Code and the UK Modern Slavery Act 2015 and that neither the customer nor the any of its officers, employees, subsidiaries, affiliates or other persons associated with it:
 - has been convicted of any offence relating to modern slavery; and
 - has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental administrative or regulatory body regarding any offence or alleged offence of or in connection with modern slavery;
- e) notify us as soon as it becomes aware of any actual or suspected modern slavery in the supply chain, including any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body; and
- f) maintain a complete and accurate set of records to trace the supply chain of all goods and services provided to us.


4. Tax Evasion

Lamex Food Group Limited and its subsidiaries, conduct their activities with integrity, transparency and fairness. They are committed to the prevention of the facilitation of tax evasion as they recognise the importance of fostering a positive culture of tax compliance and maintaining the confidence of staff, partner organisations, other suppliers, customers, third parties and the tax authorities.

Lamex Food Group Limited and its subsidiaries do not and will not work with others who do not share their commitment to preventing the facilitation of tax evasion.

The customer shall:

- a) Comply with all applicable laws, statutes and regulations relating to tax evasion, including Section 370 of the German Fiscal Code and the UK Criminal Finances Act 2017 and take reasonable steps to ensure that there are no criminal finances issues in the customer`s supply chains or in any part of their business;
- b) have and maintain in place its own policies and procedures to ensure compliance with all tax evasion laws, statutes and regulations;
- c) implement due diligence procedures for its own suppliers and customers, subcontractors and other participants to ensure that there are no Tax Evasion issues in its supply chains;
- d) represent, warrant and undertake that it conducts its business in a manner that is consistent with the principles of Section 370 of the German Fiscal Code and the UK Criminal Finances Act 2017 and that neither the customer nor the any of its officers, employees, subsidiaries, affiliates or other persons associated with it:

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- has been convicted of any offence relating to tax evasion; and
- has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental administrative or regulatory body regarding any offence or alleged offence of or in connection with Tax Evasion;
- e) notify us as soon as it becomes aware of any actual or suspected Tax Evasion in the supply chain, including any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body; and
- f) keep books and records of all financial transactions and expenditures in connection with their contracts.
