



# General terms and conditions of purchase

## of the company Berief Food GmbH

### I. Scope of application

#### 1.1

These terms and conditions of purchase of Berief apply exclusively; conflicting or deviating conditions of the supplier other than these terms and conditions of purchase shall not be recognised, unless Berief expressly agrees in writing to their validity. The terms and conditions of purchase of Berief shall apply even if Berief accepts the deliveries unconditionally in the knowledge of conflicting or deviating conditions of the supplier.

#### 1.2

All agreements reached between Berief and the supplier regarding the fulfilment of a contract shall be recorded in writing in the contract.

### II. Ordering / Order documents / Confidentiality

#### 2.1

The supplier is obligated to accept the order from Berief without delay. Offers from the supplier shall be sent in writing and free of charge to Berief. Orders can also be placed via data exchange or by electronic means.

#### 2.2

Berief reserves ownership rights and copyrights to illustrations, drawings, calculations, data from data carriers provided, performance specifications, specification sheets, recipes and/or other documents - hereinafter referred to as "information"; these may not be disclosed to third parties without the express written consent of Berief. The information shall be used exclusively for the



production and/or processing of the order of Berief. After termination of the business relationship, they shall be returned to Berief without the need of request.

### 2.3

The supplier is not entitled to a right of retention of the information referred to in the above mentioned section 2.2 under any legal circumstances.

### 2.4

The supplier is obligated to maintain the confidentiality of the written or verbal information obtained in connection with the placing of the order by Berief. The confidentiality obligations relate in particular to specifications, calculations, manufacturing instructions, etc. Berief releases the supplier from its obligation to confidentiality insofar as it proves that the confidential information was already known to it prior to its disclosure by Berief or if this information became generally known during the term of the contract, without any breach of contract due to the supplier being the cause. Release from the obligation of confidentiality shall not take effect until a written declaration is provided from Berief and is received by the supplier.

## **III. Scope of services / Transfer of the contract / Notification obligation**

### 3.1

The scope of the respective delivery and services results from the order of Berief. In case of orders for goods to be delivered on demand, Berief is entitled to issue the requests at its own discretion unless expressly agreed otherwise.

#### 3.2.1

The supplier guarantees that the products manufactured and/or supplied by it (hereinafter also referred to as "goods") or other consumer goods comply with the relevant provisions of German and European law namely the provisions of §§ 30 ff of the German Food and Feed Code, and that these can be used without restriction for the production of foodstuffs. In addition, the supplier guarantees, without prejudice to any further obligations, that the products it delivers comply with the



recommendations of the BfR (Federal Institute for Risk Assessment). The supplier guarantees that the delivered goods have been manufactured and/or treated under perfect conditions and with the necessary care and with the application of necessary hygiene and quality controls. The above mentioned provisions apply to food as defined in § 2 paragraph 1 of the German Food and Feed Code. Further performance obligations of the supplier remain unaffected.

### 3.2.2

The supplier is obligated regarding Berief to carry out an exit control in accordance with the applicable legal standards and in accordance with the respectively valid GFSI (Global Food Safety Initiative Standard) food standards, such as: B. IFS, BRC and FSSC 22000 in the currently valid version. It also undertakes to comply with the requirements of the EC Eco-Basic Regulation (EC) No. 834/2007 in the currently valid version, the regulations of the German Law on Organic Farming (ÖLG) including the ÖLG Control StZuIV.

### 3.2.3

The supplier is obligated to deliver according to the performance specifications and/or the specifications of Berief and/or in accordance with the agreed specifications, to comply with these specifications and to monitor compliance in accordance with no.3.2.2. In the case of purchase according to a sample, the specification results from the sample, whereby the further entitlements of Berief remain unaffected.

### 3.3

The supplier is obligated to indicate any deviations from the order in the order confirmation expressly in writing - highlighted for printing.

### 3.4

If the deviations in the respective order confirmation of the supplier are significant, the modification shall always require the express, written confirmation of the purchasing department of Berief. The principles regarding the commercial confirmation letter do not apply in this respect.



### 3.5

The transfer of the contract to third parties as well as the involvement of subcontractors requires the prior written consent of Berief. Insofar as the supplier uses third parties to fulfil its performance obligations, it shall bind these third parties in the same way as the supplier itself is bound by the order and these conditions. Contracts concluded by the supplier with third parties are always in its own name and on its own account.

### 3.6

The supplier is obligated to check the inquiries, orders from Berief for the purpose of answering the supplier forms, ingredient specifications etc. provided by Berief, in particular with regard to their plausibility, feasibility, completeness etc. Any inadequacies must be reported to Berief immediately.

### 3.7

The supplier shall be responsible for the accuracy and completeness of the supplier questionnaires, certificates of origin, test reports, etc. submitted or enclosed by it resulting from the delivery of goods in relation to Berief. The costs for examination orders to external laboratories or to experts shall always be borne by the respective party commissioning the analyses. Should an investigation commissioned by Berief demonstrate that the tested goods of the supplier deviate from agreed qualities or have defects, the supplier shall bear the costs of the examination and the required follow-up examination, without prejudice to further claims of Berief.

## **IV. Prices / payment terms**

### 4.1

Berief reserves the right to settle, unless otherwise agreed in writing, the invoice amount within 30 days, calculated from delivery/service and invoice receipt, with 3% discount or within 45 days after receipt of invoice net.



4.2

The supplier is only entitled to price increases if this is expressly agreed in the contract. Berief does not recognise price adjustment clauses.

4.3

For premature deliveries, Berief shall validate the invoice on the delivery date specified in the order. Notwithstanding, Berief is entitled to make a payment on account.

4.4

Insofar as the invoices of the supplier do not comply with the above provisions, they are improper and therefore do not require payment.

4.5

Berief is entitled to retention, set-off and exploitation rights to the statutory extent.

4.6

Small or minimum quantity surcharges shall not be paid.

## **V. Delivery and service time / delivery**

5.1

The delivery and/or service time specified in the order shall be observed. The supplier is obligated to notify Berief immediately in writing insofar as circumstances occur or become apparent to it, which indicate that the agreed delivery and/or service time can not be met. The notification of concern shall be sent to Berief in advance as soon as possible by email or fax. In the event of default, Berief is entitled to the statutory claims.

5.2

In the event of default, Berief shall be entitled to demand a contractual penalty of 1% of the delivery value for each week of the delay, however not more than 5% in total. Berief is entitled to claim the contractual penalty in addition to the performance. The forfeited contractual penalty shall be



deducted from any claims for damages. Berief reserves the right to the assertion of further claims and rights, in particular withdrawal, damages instead of performance and/or reimbursement of expenses.

### 5.3

In addition, the supplier undertakes to select the packaging in such a way that, during forklift transport, the goods can be stacked in unaltered/unchangeable packaging until production and the goods can thus be forwarded in the factory.

#### 5.4.1

Unless otherwise stated in the order, the supplier shall bear the costs of the packaging and of the freight to the place of destination; for machines and systems, the supplier bears the costs up to the first installation site. The packaging must be suitable to protect the goods against damage, the effects of weather, etc. For every delivery, the goods and their transport packaging must be provided and delivered with a protective film covering. Any direct contact with the Euro pallet should be avoided with a 100% protective cardboard. The supplier shall obtain information from Berief in advance regarding the relevant requirements.

#### 5.4.2

The goods shall be transferred to Berief free of duty.

#### 5.4.3

In the supply of food and other materials used in food production, food packaging materials and other materials in contact with food during the manufacturing or packaging process, the product and transport packaging as well as the means of transport used must be in perfectly hygienic conditions and suitable for the storage of foodstuffs (including fresh produce). In particular, the supplier warrants that the product packaging is free from any external components of any kind, that the migration limits specified in the Consumer Goods Ordinance are not exceeded and that the packaging components are not made of inadmissible, use impairing materials. All shipments must be






marked in accordance with the relevant specifications. The supplier is obligated to hand over complete documentation on compliance and migration to Berief; in particular, the migration of MOSH / MOAH (Mineral Oil Saturated Hydrocarbons - Mineral Oil Aromatic Hydrocarbons) and the associated mineral oil regulation must be taken into consideration.

## 5.5

Unless otherwise agreed, the supplier is obligated to take back the transport packaging upon delivery at the request of Berief. If this is not taken back, Berief is entitled to charge the supplier for the costs incurred for the proper disposal of the transport packaging.

### 5.6.1

#### **Delivery of goods**

 In Beckum: Mondays - Fridays from 07:00 - 15:00

 In Ahlen: Mondays - Fridays from 06:00 to 10:00

Exceptions or Avis only with the express consent of the purchasing department or central goods receiving department of Berief at the telephone number: +49 2521 – 2614-162.

The supplier must register with the employee of Berief in charge and act in accordance with the instructions for visitors and employees of external companies. The supplier undertakes to follow the instructions of Berief employees.

### 5.6.2

The orders must arrive with the correct order quantity at the latest on the delivery date. Deliveries outside hours according to section 5.6.1 shall not be accepted and may have a negative impact on the assessment of the supplier, without prejudice to further claims by Berief.

### 5.6.3

Only ramp-capable vehicles are to be used. Delivery with vans, Sprinters, etc. shall be rejected unless expressly permitted.



### 5.7.1

The supplier is obligated (unless otherwise agreed) to deliver the goods on high-shelf-stable, undamaged Euro pallets. The Euro pallets must comply with the HACCP standard and be at least Class B grade. There must be no splinters, mould, vermin or other foreign bodies or paint on the Euro pallets. No replacement for damaged Euro pallets shall be born by Berief. Berief reserves the right for the passing on of additional costs, such as repackaging.

### 5.7.2

Euro pallets, which correspond at least to class B according to the application recommendation of the Gütegemeinschaft Paletten e.V., shall be accepted as loading aids. All pallets must be appropriately marked and, in addition to these standards, meet the requirements of a food processing industry. The basic dimensions of the pallet must not be exceeded by the load or by safety measures or labelling. The load on the pallet shall be secured by non-coloured, adhesive-free stretch film. The upper pallet edge shall be included up to max. 2 cm into the covering. It is mandatory to ensure the fork clearance.

### 5.7.3

The delivery of raw materials shall take place exclusively on food-safe plastic or hygiene pallets. Each pallet shall be provided with two GS1 transport labels/EAN 128 according to the current GS1 standard specification. The pallets must be sorted and delivered batch-pure, meaning that no different material numbers may be loaded on a single pallet. For pallets that do not meet the requirements, Berief is entitled not to accept the delivery or to hold the supplier responsible for the costs of subsequent processes.

### 5.7.4

The delivered pallet quantity must be identical to the quantity of pallets ordered by Berief and correspond to the order quantity. Partial deliveries are not accepted. Only one delivery per order may be made.





### 5.7.5

The max. height including carrier pallet may not exceed 1.70 m. The permissible total weight is max. 1,000 kg. Any differences between order and delivery must be agreed with Berief before delivery.

## **VI. Transfer of risk / Freight / Documents / Transport insurance**

### 6.1

Unless otherwise agreed in writing, delivery shall be free to the purchaser address.

### 6.2

For each delivery a delivery note must be issued. This shall be affixed to the front of each Euro pallet in a self-adhesive delivery note pocket. The supplier is obligated to indicate accurately on all shipping documents or delivery notes the order number of Berief, the batch number, the best before date, the Bio-control-number (e.g. DE-ÖKO-006) and the organic labelling of raw material (for example organic soybeans); if the supplier fails to do so, delays in processing are inevitable; Berief shall not be held responsible for them.

### 6.3

The supplier is obligated to cover the risk of accidental loss or accidental deterioration of the ordered goods within the scope of a normal transport insurance. It assigns in advance all claims for compensation which it has against the transport insurer; Berief hereby accepts this assignment.

## **VII. Inspection / Information / Network access**

### 7.1

The supplier shall allow Berief access to its operations (manufacturing and production conditions, etc.). Berief is entitled to inform itself about the progress of the delivery and the suitability of the supplier by means of on-site inspections and insight into relevant documents (reporting, description, listings, manuals, etc.). Documents required for this purpose shall be submitted and explained to Berief upon request. Berief is entitled to carry out supplier audits after prior agreement and to view



existing audit reports. The supplier is obligated to be certified with a valid GFSI standard. IFS-certified suppliers are required to activate the IFS audit portal.

## 7.2

If there is a reasonable suspicion that products of the supplier, in particular due to cultivation and production processes used by the supplier, result in product hazards, performance specifications are not adhered to and/or there is the risk of unacceptable environmental contamination, Berief shall be entitled to review the manufacturing process and the composition of the raw materials, other substances and working materials supplied as well as the production facility of the supplier. The supplier is obligated to inform Berief accordingly and must provide Berief with samples of the substances used at the first request.

## 7.3

If the supplier is granted access to networks and/or data processing systems in relation to Berief, this access may only be used for the purpose of fulfilling the respective individual orders. The supplier undertakes, in particular in these cases, to observe the confidentiality provisions in accordance with the above mentioned section. II. 2.4 and to impose these on its employees and other third parties involved in the execution of the contract. Berief is liable only to the extent legally required for the functioning of the access security or for malfunctions of the above mentioned networks and data processing systems as well as any damage resulting from the use.

## 7.4

For Berief products, the food law applies. The supplier is obligated to provide Berief, without being requested to do so, with all the information that Berief needs in order to fulfil the statutory documentation and information obligations with regard to the authorities and consumers (e.g. toxicological and health assessments, investigative reports, control agency communications, risk analysis). In the event of a suspected danger, Berief shall be informed immediately by the supplier and without being requested to do so.



## **VIII. Additional rules for the delivery of food stuffs**

### 8.1.1





The supplier guarantees, in relation to production, delivery, handling, storage and transport of the goods, compliance with all relevant laws, ordinances and directives, in particular in accordance with the food law in their corresponding current versions. These include in particular the ones in section 8.1.3. The supplier is obligated to comply with the specifications of Berief and/or the specification in accordance with the agreement. Deviations from the specifications, in particular the specifications as well as the performance requirements and/or the delivery quantities shall be considered as defects. This also applies in the case of deviations of the supplier from the manufacturing process and product characteristics described by it in accordance with the supplier self-assessment. If a delivery of similar goods has an accumulation of defects in a part thereof, Berief is entitled to object to the entire delivery.

### 8.1.2

When supplying products from certified organic cultivation, the supplier guarantees that at the time of the conclusion of the contract and the delivery, it is in possession of a valid organic certificate in accordance with the relevant regulations. This certificate must be submitted to Berief without the need of request. The relevant requirements of the ÖLG (Law for the Implementation of European Union Organic Farming Acts) as well as the ÖLG Control StZulV shall be, as far as applicable, observed and proven to Berief.





### 8.1.3

In particular, the supplier guarantees compliance with the following regulations and guidelines:

-  Regulation (EC) No. 834/2007 and 889/2008 (EC Organic Regulation) for organically grown products,
-  Mycotoxin regulation and the maximum pollutant regulation,
-  The requirements according to the food-basis-regulation (Regulation-EG 178/2002),
-  The labelling regulations for genetically modified products (Regulation-EG 1829/2003 and 1830/2003) as well as the feed hygiene regulation (Regulation-EG 183/2005),



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-  RHMV-regulation regarding maximum residue levels of pesticides, fertilisers and other products in or on food,
-  Regulation (EC) No 1881/2006 establishing maximum levels for certain contaminants in foodstuffs,  
 Regulation (EC) No.1935/2004 regarding materials and articles intended to come into contact with food,
-  Adherence to the principles of good professional practice (GMP).

#### 8.1.4



The supplier guarantees Berief complete documentation that allows traceability of the respective batch at any time. This shall be provided immediately to Berief upon request.

#### 8.1.5


The supplier guarantees the continuous correctness and completeness of any certificates of origin, declaration of origin, its ingredient information and its monitoring. In case of deviations, Berief shall be informed without the need of request. Berief shall be entitled at any time, in particular in relation to food and packaging materials, to request specimens or samples from the supplier at the expense of the supplier. Berief is also entitled to carry out unannounced inspections on the fields, production and storage facilities of the supplier. The supplier shall ensure that Berief is granted the appropriate rights, if required also with regard to any upstream suppliers of the supplier. The investigations in this regard are for orientation purposes only and do not represent an anticipation of a goods receiving inspection so that any deficiencies identified in an incoming goods examination can be fully asserted.

#### 8.2

The supplier guarantees that the transport forwarding it has arranged complies with the GMP regulations and the following additional requirements:

-  On delivery, the transport documentation shall be handed over as a goods receipt slip. The last three cargoes as well as the subsequent cleaning measures must be proven to the consignee upon delivery.
-  No prohibited substances are or were transported in accordance with GMP-B4.1.



 The following goods are excluded as previous loads: Organic and chemical fertilisers/wastes (including of animal origin) including fertilisers (compost) as well as metal scrap, glass, dressed seeds, sewage sludge and other GMO products subject to labelling.

### 8.3

In addition, the following provisions to section X (material and legal defects/warranty) as well as the contract conditions according to a delivery contract concluded individually with the supplier.

## **IX. Release of the products, quality control and return samples**

### 9.1.1

A sampling shall be carried out for each product.

### 9.1.2

The supplier shall deliver a free batch sample of each batch to Berief at the time of first delivery for release. With this batch test, the supplier shall send a test certificate documenting compliance with the applicable quality characteristics.

### 9.1.3

If the supplier delivers unapproved products to Berief, it shall bear the costs incurred in this regard for the work involved, in particular for administration, storage and logistics.

### 9.1.4

The supplier shall carefully check each batch according to the quality specifications and attach analysis certificates to the delivered products for each delivery, showing the results of a quality control and confirming the conformity with the quality characteristics.



### 9.1.5

The supplier is obligated to retain suitable return samples until the expiration of the best before date, but at least for one year after delivery to Berief, and to make these available at any time to Berief upon request.

## **X. Material and legal defects / Warranty**

### 10.1.1

In the event of defects, Berief shall be entitled, at the discretion of Berief, to demand supplementary performance (repair or replacement) and, after default, to demand rescission, reduction, compensation or reimbursement of wasted efforts. Compensation also covers damage due to delay in performance, the necessary incidental costs, consequential damage and recall costs, especially in the event of preventive actions against damage.

### 10.1.2

In particular, the supplier guarantees that the goods delivered by it are of the agreed quality at the time of the transfer of risk, comply with the relevant legal provisions and are of unlimited marketability. As an agreement concerning the quality are in all cases valid the product descriptions, which in particular by designation or reference in the order or in the context of supplier self-information are the subject of the respective procurement relationship as well as the respective contract or have been included in the contract in the same way as these terms and conditions of purchase. It therefore makes no difference whether the product description is from Berief, from the supplier or from a third party and has been included in the supply and procurement relationship. The supplier shall also assume quality and expiry date guarantees, insofar as these are specified in the performance specifications. In this case, the supplier guarantees the quality of the goods and that they retain the contractually defined quality for the contractually defined duration (expiry date guarantee).





## 10.2

Insofar as an expiry date guarantee has been assumed by the supplier in relation to Berief, it is assumed that a material defect occurring during its period of validity justifies the rights arising from the guarantee.

## 10.3

The defects of the delivery shall, as soon as they are determined in accordance with the circumstances of a proper course of business, be communicated to the supplier by Berief in accordance with the following section 10.5. In this respect, the supplier waives the objection of the delayed notification of defects. If there is a quality assurance agreement, if required the separate local regulations for incoming inspection shall be valid regarding the defect inspection and complaint obligations to be fulfilled by Berief.

## 10.4

Berief is entitled to the full statutory warranty claims.

## 10.5

Berief is obligated to inspect the goods within reasonable deadlines for any quality and quantity deviations; the complaint shall be considered timely, provided that it is received by the supplier within 10 business days (Monday to Friday) for domestic procurement transactions, 28 business days for abroad (calculated from the time of receipt of the goods or in the case of hidden defects); this without prejudice to deviating regulations in a quality assurance agreement or an individually negotiated supply contract. If it is determined during the incoming goods inspection that the delivered products do not meet the quality specifications (originating products and specifications), the supplier shall participate in the costs of quality control at a reasonable amount.

## 10.6

Insofar as the supplier violates obligations, it shall be liable to Berief for any kind of fault.



#### 10.7

Berief is only obligated to legally clarify the claims or infringements asserted by the customers of Berief if the supplier agrees in advance to the reimbursement of the expected costs.

#### 10.8

If the contract performance provided by the supplier does not meet the contractual requirements, Berief shall be entitled, without prejudice to further claims, to demand supplementary performance by remedy of defects or delivery of a defect-free product at the discretion of Berief. The expenses required for the purpose of supplementary performance shall be completely borne by the supplier. Further claims of Berief remain unaffected therefrom.

#### 10.9

Berief is entitled, at the expense of the supplier, to perform the supplementary performance and/or rectification itself or to have it carried out by a third party, insofar as there is danger in delay or special urgency exists and further waiting, in particular the setting of an appropriate short period for supplementary performance is unreasonable for Berief.

#### 10.10

In the case of failure of supplementary performance, Berief shall be entitled to the statutory claims for material defects; this applies in particular to claims for damages due to non-performance.

#### 10.11

The warranty period is 36 months, calculated from the transfer of risk, unless the contract or the law grants a longer warranty period.

#### 10.12

For numbers of units, weights, quantities, etc. in the case of a delivery, the values determined by Berief at the time of receipt are decisive and the basis for the settlement. An agreed, specified and/or delivered performance and/or quality and/or commercial class may not be changed without the written consent of Berief.



10.13

Berief is entitled to charge a processing fee of 50 EURO for each claim. Berief reserves the right to the assertion of further claims.

## **XI. Safety and environmental protection**

11.1



For the safety and health of workers, the protection of the environment and the transport of goods, the supplier must comply with the relevant laws, regulations and provisions, including the regulations of occupational associations. All safety information handed out should be strictly followed.

11.2

The required protective devices are to be delivered by the supplier. When loading and unloading trucks and silo vehicles on the premises of Berief, the wearing of safety shoes and warning vests is mandatory. For hazardous substances, the safety data sheets shall be submitted at the latest with the first delivery. Safety defects on vehicles and equipment or irregular behaviour entitle Berief to refuse acceptance.

11.3

Berief is committed to environmental protection and sustainability. The supplier shall therefore take into account on the occasion of the execution of its services that

-  It shall choose a precautionary approach to avoid possible environmental problems (e.g. risk analysis, environmental impact assessment),
-  It shall promote and implement the development and diffusion of environmentally friendly technologies and products.

The supplier shall also assist Berief with any data collection to produce eco-balances.



## **XII. Product Liability / Release / Liability Insurance**

### 12.1

Insofar as the supplier is responsible for product damage, it is obligated to release Berief from claims for damages from third parties upon first request, as the cause lies in its domain of control and organisation and the supplier itself is liable in the external relationship. The supplier shall notify Berief immediately in writing of any suspected danger that may affect its products and in advance, if necessary, inform by telephone.

### 12.2

The above point 12.1 applies accordingly, insofar as Berief is entitled to claims against the supplier in accordance with §§ 478, 479 of the German Civil Code. As a precautionary measure, the supplier shall preemptively assign to Berief any recourse claims which the supplier is entitled to under § 478, 479 of the German Civil Code from its subcontractors in order to ensure recourse claims in favour of Berief. Berief accepts the assignment.

### 12.3

The supplier is obligated to reimburse Berief for any expenses arising out of or in connection with a recall action carried out by Berief and/or the commissioning of experts in connection with a product defect. As far as is possible and reasonable, Berief shall notify the supplier of the content and extent of the recall measures to be carried out, inform it and give it the opportunity to comment.

### 12.4

The supplier undertakes to maintain an extended product liability insurance with regard to all risks with a coverage of at least 5 million EURO per person/damage /property damage including financial losses, lump sum, and to maintain it for the duration of the supply relationship/order. If further claims for damages are granted, these remain unaffected. At the request of Berief, the supplier is obligated to prove the insurance cover. The supplier is obligated to inform Berief immediately in writing about the withdrawal or limitation of the insurance cover.



### **XIII. Industrial property rights**

#### 13.1

The supplier guarantees that in connection with its deliveries and services no third party rights, in particular copyrights, are violated. If the intellectual property rights of third parties are infringed by the services and Berief is therefore prohibited from using them in whole or in part, the supplier shall choose either to procure Berief the right to use and/or exploit the services or to procure the waiver of these industrial property rights. Further claims of Berief remain unaffected therefrom.

#### 13.2

If Berief is claimed by a third party for infringement of property rights, the supplier is obligated, insofar as it is liable to Berief, to release Berief from these claims upon first written request. The release obligation also applies to all expenses arising from or in connection with the claim. The period of limitation for the above mentioned right to exemption is 3 years, calculated from the time of notification of Berief regarding the claim by the third party. It is otherwise governed by statutory requirements.

### **XIV. Provision / retention of title**

#### 14.1

Insofar as Berief provides goods or products to the supplier, the latter is obligated to check the suitability of the products provided by Berief, to treat them appropriately and to store them temporarily.

#### 14.2

The goods provided may only be used by the supplier for the agreed purpose.

#### 14.3

Insofar as Berief provides products to the supplier for example for assembly and/or further processing, Berief reserves the right of ownership. Processing or transformation by the supplier are



always carried out on behalf of Berief. If the reserved goods from Berief are processed with other items not belonging to Berief, Berief acquires the co-ownership of the new item in proportion with the value of the provided goods (purchase price plus VAT) to the other items processed by the supplier at the time of processing.

#### 14.4

If the delivery item from Berief is inseparably mixed with other items not belonging to Berief, then Berief acquires the co-ownership of the new item in proportion with the value of the reserved goods to the other mixed items at the time of the processing. If the mixing takes place in such a way that the item of the supplier shall be regarded as the main item, it shall be deemed agreed that the supplier shall transfer pro rata co-ownership to Berief; the supplier shall maintain the sole ownership or co-ownership on behalf of Berief.

#### 14.5

Insofar as the realisable value of the liens to which Berief is entitled according to the aforementioned regulations exceeds the claim of Berief by more than 10%, at the request of the supplier, Berief is obligated to release the liens at its discretion.

#### 14.6

Any tools provided by Berief remain its property. If the tools are provided by the supplier to third parties, Berief shall receive the ownership of the tools at the latest with the completion and delivery/release to the supplier; subject to a simple reservation of title in favour of the third party, insofar as effectively agreed. The supplier maintains the sole or co-ownership of these tools on behalf of Berief.





## **XV. Liability of Berief / Withdrawal from the contract**

### 15.1

The supplier is entitled to demand damages from Berief instead of the payment only after the previous determination of a reasonable deadline with notice of refusal; Berief reserves the right of assertion of further objections.

### 15.2

If the supplier discontinues its payments or if judicial or extrajudicial settlement proceedings or insolvency proceedings are requested concerning its assets, Berief is entitled to withdraw from the contract for the unfulfilled part.

## **XVI. External trade law**

The supplier is obligated to name the country of origin of the goods and to hand over to Berief the certificates of origin required for export. The supplier is liable for the correctness of its information. If a required export or import license is not granted, Berief is entitled to withdraw from the contract.

## **XVII. Jurisdiction / place of performance**

### 17.1

If the supplier is a merchant, legal entity under public law or special fund under public law, the registered office of Berief shall be the place of jurisdiction. However, Berief is entitled to take legal action against the supplier at its registered address.

### 17.2

The place of performance, unless otherwise agreed, is Beckum. The place of performance for payments is, unless otherwise stipulated, the registered office of Berief in Beckum.



## **XVIII. Choice of law**

German law applies, including the UN Sales Convention (CISG), but always in accordance with the content of these Terms and conditions of purchase.

## **XIX. Minimum wage**

In the sense of a primary duty towards Berief, the supplier is responsible for ensuring that it and/or third parties commissioned by it fulfil the obligations to pay a legal minimum wage. The supplier shall release Berief from all financial damages resulting from failure to comply with the above mentioned obligation. The release obligation of the supplier also refers to any expenses incurred by Berief from or in connection with the claim by third parties e.g. those arising in the course of legal defence.

## **XX. Code of conduct**

### 20.1

The supplier undertakes to comply with and implement the current version of the BSCI Code of Conduct (Business Social Compliance Initiative). The current BSCI Code of Conduct is available for viewing and retrieval at <http://www.bsci-intl.org/content/bsci-code-conduct>. The supplier is obligated to keep informed of the most recent version of the terms without being requested to do so. Failure to do so constitutes an essential contract infringement by the supplier.

### 20.2

Compliance with and implementation of the requirements of the BSCI Code of Conduct, in particular the social environmental standards, must be documented by the supplier and, if requested by Berief, be verified at any time by verifiable documents.

### 20.3

The supplier undertakes to perform its services in accordance with the relevant environmental protection regulations and standards as well as according to the latest technology. The supplier shall pay attention to an environmentally friendly service provision in accordance with the relevant legal



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and technical specifications including all valid implementing provisions and administrative regulations. This obligates the supplier, in particular, to select environmentally friendly and recyclable raw materials, low emission, low pollution disassembly and re-assembly friendly design as well as the use of energy and resource saving solutions.

### **XXI. Miscellaneous**

For services on the part of the supplier in connection with technical, in particular equipment procurement and related services performed, in particular consulting services, the General Conditions of Purchase for plant acquisition, purchase and service contracts as well as consulting services of Berief Food GmbH shall apply, which can be requested from Berief by the supplier.

Insofar as hazardous substances such as detergents and disinfectants are included, it is necessary that the safety data sheets are presented in each current form and included in the supply.

Status December 2017