

General Purchase Conditions - v5 Manolo's Food GmbH (MF) / HOLA Manolo! GmbH (HM) (03-2023)

Article 1

General aspects, validity

1. Our terms and conditions of purchase shall apply exclusively; we do not accept any other terms and conditions from suppliers which deviate from or contradict our terms and conditions of purchase. Our conditions of purchase shall also continue to apply even in the event of unreserved acceptance of a supplier's delivery in the knowledge that the supplier's conditions deviate from or contradict our conditions.
2. All agreements made between our company and suppliers for the performance of this contract must be in writing.
3. These conditions of purchase apply to all operations of services and purchase and sale of goods related to our activity.
4. The validity of our terms and conditions of purchase shall also apply to future business we have in common with the supplier unless other terms and conditions have been agreed upon in a special case.
5. Unless otherwise agreed, our terms and conditions of purchase shall also apply in addition to contracts for the processing and delivery of private labels and other trademarks on a consignment basis.

Article 2

Conclusion of the contract, bid documentation

1. Upon receipt of our order, the supplier undertakes to notify us in writing and immediately (within a maximum period of 24 hours on working days) of the modification or cancellation of the order, provided that the order cannot or will not be fulfilled under the terms set forth therein; in case of failure to do so at that time, the contract becomes effective with the entry of our order.
2. We reserve the copyright and copyrights to illustrations, images, calculations and other documentation, insofar as these have been supplied by us or made on our behalf; third parties are not permitted access to these materials and information without our express prior written permission. They may only be used for production purposes in accordance with our orders; once the order has been placed, they must be returned to us without further request. This is reserved material, not accessible to third parties.

Article 3

Prices, payment terms, packaging

1. The conditions established with us and set out in a separate document (order or similar) are the basis for orders. In the absence of any other clause or written agreement, the price for home delivery (in case of suppliers from another country, or delivery from abroad, "DDP" according to INCOTERMS 2023) also includes packaging. Any return of packaging must be clarified separately.
2. The supply must be carried out, if there is no other written agreement, using reusable and interchangeable pallets and always in new or optimum condition. In general, only the following types of reusable pallets will be accepted:

Dimensions:

- 800 x 1200
- 800 x 600
- 600 x 400 (for Displays and Samples)

Colors:

- Natural wood color
- Blue (in the case of CHEP)

Types:

- EU
- EPAL
- CHEP
- DÜSSELDORFER (1/2 Pale)

Category/Quality:

- New or semi-new
 - Pallets with the following characteristics are not accepted:
 - A bottom or top edge board is chipped that more than one nail or screw is visible
 - A block is missing or is split so that one or more nails are visible.
 - Missing board
 - A board is broken transversely or diagonally
 - There is 1 board of the deck edges chipped such that a nail or screw is visible.
 - Lack of signage (EUR) on the right-hand side of the blocks, as well as the signs/badges of a pallet organization on the left-hand side.
 - Load-bearing capacity no longer guaranteed (rot and decay, severe splintering)
 - Soiling is so severe that the cargo can become contaminated
 - Severe wooden chips are observed in the blocks and boards
 - The use of unauthorized components (e.g., boards that are too thin, blocks that are too tight)

Pallets not indicated in this document are not accepted LPR pallets (La Palette Rouge) or single-use disposable pallets.

The goods must be palletized in such a way that they comply with land, sea or air transport safety regulations, and the goods must always be securely fastened and secured to the pallet.

The use of plastic sleeves or shrink film in the necessary layers is mandatory, so that the goods are 100% covered and protected from water. This must be fastened to the pallet blocks (on all 4 sides) to guarantee the fastening of the sleeve and prevent movement of the goods.

The good condition of the pallets and the cargo in general must be guaranteed by audiovisual means (photos or similar) in detail, in order to be able to counter-argue, in the event of a complaint from us or our customers.

The return or exchange of pallets is at the supplier's risk and expense. The supplier guarantees that, regarding the unitary sales packaging, he undertakes to accept the Green Dot system of the respective country of destination of the goods for Austria and Germany according to § 6 paragraph 3 of the *Packaging Ordinance [Verpackungsverordnung]* and that, in accordance with the contract, he has paid the corresponding license fees. If this is not the case, MF & HM shall pay the corresponding waste license fees according to the current contracts by deducting them from the purchase price in the order on an average percentage basis. If we, or our customers, or our cooperative purchasing companies, must take care of the disposal of the packaging, the supplier undertakes to compensate us for the costs incurred. The supplier is free to find another method of collecting the packaging; in this case, he shall be exempted from these payments. In any case, the fee, according to current legislation, will always be charged with the corresponding VAT.

3. Changes in purchase prices always require the consent of MF / HM. Price increases that are not due to raw materials or packaging or that the supplier announces less than 3 months in advance will not be accepted, to be able to negotiate such adjustments with end customers and to have an adaptation phase.

4. The official rate of value added tax (VAT) is not included in the price and on the day the invoice is made and if according to the laws in force, it must be added in a specified manner in the amount specified by law.
5. Invoices shall be processed as of the date of receipt at our offices in paper or digital form and can only be processed by us if they also include the reference to the "corresponding order number and order date" which we indicate in our order. Furthermore, they must include the additional data stipulated in the conditions of purchase (according to the order document). In case of non-compliance with this obligation, the supplier is liable and assumes all consequences arising therefrom.
6. The place of performance for our payments is Salzburg. Payments are made by bank transfer to a current account indicated by the supplier, using the codes "IBAN and BIC". Unless otherwise agreed in writing, payment of the purchase price shall be made within 90 working days, calculated from the date of receipt of the invoice (in paper form) and at the earliest upon delivery of the order to the place specified in the order, with fixed payment days of the 15th and 30th of each month. If on the day of receipt of the invoice the goods are incomplete, have not been received or have not arrived in the condition stipulated in the contract, the payment term does not commence until the goods have been received in full at the place of destination or the order stipulated in the contract has been fulfilled. Payment within the term of payment shall be deemed to have been made on the date of the payment order to our bank.
7. We are entitled to any rights of set-off or withholding that are considered in accordance with the legal framework.

Article 4

Delivery period, cancellation, indemnities

1. The delivery time stated in the purchase order is binding (except in accordance with Article 2, paragraph 1). If this is not stated, it is understood that the fastest possible delivery time is agreed upon. Interim or partial deliveries, as well as increases or reductions of the quantity ordered in the order always require our prior written consent (e-mail/fax). Any additional costs incurred shall be borne by the supplier.
2. In the case of goods that are subject to a limited shelf life (best-before or best-before date), the supplier must supply them sufficiently in advance, as indicated in the order document, so that they can be offered at the point of destination even when they are still sufficiently in advance as is necessary and customary for their marketing.
3. The supplier undertakes to inform without delay, and in writing, if he deems, or adverse circumstances arise, and as a result, that he is unable to keep the agreed delivery date.
4. In the event of a delay in the delivery date, we are entitled to make appropriate legal claims. In particular, if delivery does not take place satisfactorily within a reasonable period of delay, we reserve the right to demand compensation for breach of contract.
5. In the case of fixed transactions, it is not necessary to make any prior claim for payment, nor to fix a new delivery date, to exercise the right of rescission.
6. If in isolated cases there is an agreement on the payment of a fine for breach of contract, this shall in no way affect the right to terminate the contract or to claim compensation for damages caused by breach of contract, however, the fine paid shall be deducted from the total amount if it is a greater damage.

Article 5

Delivery, right of assignment, reservation of title, documentation

1. Unless other conditions have been stipulated in writing (as per order), delivery shall be made door-to-door (in the case of suppliers from another country, or delivery from abroad, "DDP" according to INCOTERMS 2023) at the named place of delivery. In this case, the supplier shall be liable for the risks of transport.
2. The delivered goods become our property as soon as we have paid for them. However, we are entitled to sell the goods during our business. We do not accept any contrary or additional retention of title (e.g. possible extended retention of title, current account, or corporate group).

This shall not apply if a consignment agreement "Consignment Contract" exists between both parties. In such a case, the terms, and conditions of the "Consignment Agreement" shall apply to the goods covered by the contract.
3. Each delivery must be accompanied by the corresponding delivery note or delivery note, without indication of prices. The delivery note must indicate the number of units making up the delivery, expiry date and batch number. The pallet and the location of the packing slip on the pallet must be easily recognizable.

Invoices must never accompany deliveries. Invoices should only be sent by mail or E-mail. In case of sending invoices or any price information with the shipment, the producer/supplier will be responsible for the consequences for the customers (loss of commercial margins, etc...) that this may generate.
4. All written documentation of the supplier (e.g. delivery notes, shipping documents and invoices) relating to the ordered/supplied goods or services in connection with order processing, invoicing and payment must clearly indicate the stipulated data, particularly the order number, in typewritten form. In the event of non-observance of these terms by the supplier, it shall be impossible to avoid delays in processing, for which we shall not be liable. The assignment of claims against us is excluded.

Article 6

Basic product program, catalog sheets

1. A selection of commodities, taken from the total list of items, can be temporarily fixed with the supplier. On these terms the supplier receives an extra listing. The supplier must guarantee that all orders referring to these commodities will be delivered within the agreed delivery time for commodities.
2. The supplier shall provide MF and/or MH with color photographs (min. 300dpi) of the individual items being or to be marketed. All logistic, ingredients, nutritional and allergen data shall also be provided before the registration of the new product by means of the "logistic template" sheet, which will be sent to you once there are products of commercial interest for both parties, to avoid the sending of false information in the orders.

Article 7

Product quality control, warranty

1. We are obliged to carry out an inspection (by us or by third parties) of the goods within a reasonable period, inspecting possible deviations in quality or quantity as well as hidden damage or missing goods. Complaints are timely if they reach the supplier within 3 months from the date of delivery. In the case of fresh products, the complaint period is one week.
2. We shall be entitled to the statutory warranty claims without limitation; in addition, we shall be entitled to demand from our suppliers, at our choice, either a repair of the damage or a replacement delivery, which shall be made immediately and free of charge. In such a case, the supplier undertakes to cover the additional costs arising for this purpose. However, we reserve the right to demand compensation for damages, for breach of contract.
3. In the event of shrinkage, breakage or cancellation, a notice of charge shall be drawn up on the goods claimed and sent to the supplier. As far as possible, such defective goods shall be stored, after consultation with the supplier, returned or made available to him for collection within 15 working days at his risk and expense. Goods which are perishable, and for whose defective condition the supplier is responsible, may be disposed of at the supplier's expense.
4. The supplier's account shall be debited with the amount of the goods two weeks after receipt of the debit advice by means of a debit invoice. We do not accept vouchers or coupons for the value of the reclaimed or returned goods. Substitute deliveries, in case of returned goods, can only be ordered by us.

Article 8

Legal standards, protection rights, labeling

1. The Supplier guarantees that the goods supplied by it comply with all applicable laws and regulations governing their marketing and use at the place of performance, in accordance with the law and administrative regulations, particularly those relating to food and health law, and that they do not infringe the rights of third parties. Furthermore, the supplier is responsible for ensuring that the products supplied by him are of the quality of the samples submitted, that they are free from third party charges and that their marketing does not infringe on existing protective rights (intellectual property rights, patent rights, rights of use, flavor samples and trademarks).

2. The labeling of the supplied goods must be in the language of the country of destination for marketing and in compliance with current European regulations such as EU 1169-2011 and similar, as well as local regulations for proper labeling, having to certify in German or English that the product meets these standards through an independent laboratory and certified at European level. Non-compliance with this point would prevent the commercialization of the products concerned.
3. The responsibility for the correct labeling shall in all cases fall on the producer and owner of the brand in question.
4. In the event of any claims from third parties, the supplier undertakes to release us from this liability as soon as we send him a written request to this effect, and shall reimburse us for the costs incurred; we, for our part, are not entitled to reach any agreement with third parties, and especially not to any financial settlement, if we do not have the express authorization of the supplier within a reasonable response time of the producer/supplier of 3 to 5 days, depending on the incident. Outside this period, we will be able to make the necessary arrangements with the customer to avoid further damage. We shall only be obliged to go to court to clarify such an allegation of legal injury if the supplier undertakes in advance to cover the costs incurred and at our request offers such a guarantee.
5. The supplier shall provide all required information in accordance with the REACH Regulation - Registration, Evaluation, Authorization and Restriction of Chemicals (EC No 1907/2006). He also ensures that he has the necessary information on highly suspect materials in production and undertakes to inform us, on his own initiative and without being requested to do so, if his products contain any of these materials. Even if the list of suspect materials is extended (Annex XIV of the REACH Regulation). Any inquiry on our part must be answered by the supplier as soon as possible, keeping a maximum of 5 working days to answer us.
6. This disclaimer of liability shall apply to all costs that we may incur because of, or in connection with, the use of these goods by third parties.

Article 9

Product liability, exemption, liability insurance protection

1. Insofar as the supplier is liable for damage to the product, he undertakes to assume liability for any claims we receive from third parties, as the cause of the damage lies in his operational or organizational field, as he himself shall be liable in respect of external relations.
2. We are authorized to return any goods against which the public opinion has been warned by the official authorities, because of complaints against products whose purchase or use involves a risk to the safety or health of consumers, as well as a labeling that does not comply with the current regulations of the European Community or the country of destination of the goods or service. The right to return the product is one month from the time this warning is made public.

In this context, the supplier shall also bear the costs that may be directly or indirectly caused to us by a possible recall of this product from the market. Insofar as it is possible and reasonable for us to do so, the supplier shall be informed by us about the contents and scope of such recall actions and shall be given the opportunity to take a position on the matter within a reasonable period.
3. The supplier undertakes, insofar as no other specific agreement exists in this respect, to have product liability insurance as well as product recall insurance, guaranteeing sufficient coverage in case of need, and to prove this to us upon our request; any claims for damages shall remain unaffected.

Article 10

Employee bonuses

1. The supplier is prohibited from giving, promising or granting any kind of gratuity to personnel working in our company or in companies associated with us. We reserve the right to claim damages, as well as the right to terminate any contract or obligation, thereby terminating any business relationship with him.

Article 11

Jurisdiction, place of performance

1. Jurisdiction is established at our tax domicile.
2. The business relationship with our suppliers is governed exclusively by Austrian law, except for the United Nations Convention on Contracts for the International Sale of Goods (CISG) - even if the supplier is based abroad.

Article 12

Severability clause

1. If one or more provisions of our agreement are invalid or unenforceable, this shall not affect the validity of the remaining provisions of our agreement this shall not affect the validity of the remaining provisions of our agreement.

End of purchase conditions - V5 of MANOLO'S FOOD GmbH / HOLA Manolo! GmbH

Salzburg, 13/03/2023
Manolo's Food, GmbH / HOLA Manolo! GmbH
Heinrich-Haubner-Str. 11
A-5020 SALZBURG
Phone: +43 662 840280 / Fax: +43 662 847356
E-mail: info@manolos.org
VAT N°: ATU64563902 / ATU79177034