

GENERAL CONDITIONS OF SALE AND DELIVERY FOR THE PLUKON FOOD GROUP FOR GERMANY FOR USE WITH COMPANIES

1. Definitions

The following terms have the meanings given below:

- *Offer*: an Offer to enter into a Contract made by Plukon to the Buyer
- *Goods*: meat, meat products and/or other related produce
- *Buyer*: the legal or natural person with which Plukon enters into a Contract and which is classified as an entrepreneur (*Unternehmer*) under the terms of section 14 German Civil Code (*Bürgerliches Gesetzbuch – BGB*)
- *Contract*: a contract between the Contracting Parties relating to the sale and delivery of Goods to the Buyer
- *Contracting Parties*: Plukon and the Buyer, or one of them
- *Plukon*: Plukon Food Group B.V., having its statutory registered office in Wezep, registered in the Dutch commercial register under number 30255837, as well as its subsidiaries and affiliated group companies
- *in writing/written*: by letter or registered mail, fax, e-mail or service document
- *Packaging and Transport Material*: the entire transport materials, palettes and/or loaned packaging of Plukon, i.e. in particular plastic palettes and/or plastic crates for packing the Goods and transporting the Goods to the Buyer
- *Conditions of Sale*: these General Conditions of Sales and Delivery of Plukon

2. Scope of application

- 2.1. All deliveries, services and Offers by the Seller will take place solely on the basis of these Conditions of Sale.
- 2.2. If a Contract subject to application of the Conditions of Sale was entered into by the Contracting Parties, then the Conditions of Sale will continue to apply by implication to every Contract subsequently concluded by the Contracting Parties, unless otherwise expressly agreed in the follow-up Contract.
- 2.3. Terms and conditions of the Buyer or third parties do not apply, even where Plukon does not specifically object to their applicability in individual cases. Even if Plukon refers to a letter containing terms and conditions of the Buyer or a third party or refers to such terms and conditions, this does not constitute consent to the applicability of such terms and conditions.
- 2.4. If a Contract deviates from one or more provisions of the Conditions of Sale, then the provisions of the Contract will be authoritative. The other provisions of the Conditions of Sale will continue to apply to the Contract in full in such cases.

3. Offer and conclusion of Contracts

- 3.1. Each Offer is non-binding unless it was explicitly described as binding or contains a specific deadline for acceptance. Plukon may accept orders or Offers by the Buyer within 14 days of receipt.

- 3.2. Only the managing directors designated in the commercial register (*Handelsregister*) as being authorised to represent and (any) authorised representatives of Plukon designated in the commercial register are entitled to enter into a Contract. Plukon is only bound by Contracts concluded by persons lacking power of representation if a person designated in the commercial register as authorised to represent has confirmed this Contract or if Plukon has actually performed the Contract by delivering the Goods and sending the relevant invoice.

4. Prices

The prices specified by Plukon will be denominated in euros and – unless otherwise expressly agreed – will be quoted “ex works” (see clause 6.1.) plus packaging and statutory VAT; for export deliveries prices will also be plus customs and excise duties and applicable public charges.

5. Place of performance, dispatch and Packaging and Transport Material

- 5.1. Unless otherwise expressly agreed, the place of performance for all obligations under the contractual relationship is the place where the branch of the Plukon Contracting Party is located in the specific case.
- 5.2. If Plukon provides Goods Packaging and Transport Material for the delivery, then the Buyer will return this Packaging and Transport Material to Plukon within the usual time limit for the Goods concerned, and in any event within a time limit of fourteen (14) days from the delivery date. Plukon is entitled to charge the Buyer a reasonable deposit and/or a user/lending fee for the Packaging and Transport Material used. Plukon will retain title to the Packaging and Transport Material at all times.
- 5.3. Should Plukon send the Buyer an overview of the Packaging and Transport Material which according to Plukon’s accounts is in the Buyer’s possession, then the Buyer is required to inform Plukon in writing or by e-mail within fourteen (14) days of the date referred to in the cover letter / cover e-mail about any errors in the overview provided by Plukon. Otherwise, the Buyer is bound by Plukon’s overview in its dealing with Plukon.
- 5.4. If the Packaging and Transport Material is damaged before or after the Goods are delivered, then Plukon is entitled to charge the Buyer for the repair costs. If in Plukon’s judgement irreparable damage or loss has occurred, then Plukon is entitled to assert a claim for the costs of replacing the Packaging and Transport Material. “Loss” is also deemed to be when Plukon’s Packaging and Transport Material has not been returned within thirty (30) days of the date of the invoice for the relevant delivery. The above sentences 1-3 do not apply if the Buyer demonstrates that it is not responsible for the damage or loss. The Buyer will be held accountable for any acts, omissions or negligence by the Buyer or any transport personnel it has engaged.
- 5.5. The Buyer is prohibited from using the Packaging and Transport Material provided by Plukon for its own purposes without Plukon’s consent.
- 5.6. If the Buyer wishes to provide Plukon with its own Packaging and Transport Material for packing and transporting the Goods, then the Buyer is responsible for ensuring that this Packaging and Transport Material meets the legal requirements and standards applying in relation to safety and correct transportation. The Buyer will indemnify Plukon against any liability towards the Buyer and/or third parties in relation to this. Plukon is entitled to refuse to use the Packaging and Transport Material provided by the Buyer if in Plukon’s judgement it does not meet the requirements

and standards referred to above. In the event of such a refusal, Plukon will not be liable for the damage incurred by the Buyer in connection with (any) delay arising as a result of such a refusal.

6. Delivery

- 6.1. Deliveries will take place “ex works” as defined in the latest version of the international Incoterms set out by the International Chamber of Commerce (ICC). “Works” in the sense of the Conditions of Sale is deemed to be any production location of Plukon and/or any storeroom used by Plukon.
- 6.2. Deadlines and dates for deliveries proposed by Plukon are only deemed to be approximate in all cases, unless a fixed deadline or fixed date is expressly promised or agreed.
- 6.3. Notwithstanding its rights arising from a default by the Buyer, Plukon may require an extension of delivery and performance deadlines or a postponement of delivery and performance deadlines by the period in which the Buyer fails to comply with its obligations towards Plukon.
- 6.4. Plukon is entitled to deliver the Goods in partial consignments if
- the partial delivery can be used by the Buyer within the scope of the contractually intended purpose,
 - it is certain that the rest of the ordered Goods will be delivered, and
 - the Buyer does not incur any considerable extra work or additional costs as a result (unless the Seller states that it is willing to bear these costs).

If the Goods are delivered in partial consignments, Plukon is entitled to charge for each partial consignment as an individual delivery.

- 6.5. If the Contracting Parties have – contrary to 6.1. – expressly agreed in writing in a Contract that Plukon will deliver Goods or have Goods delivered to a location designated by the Buyer, then the delivery takes place at the time the Goods have reached their destination, still unloaded, on the means of transport, without requiring any notification to the Buyer. The costs of reloading and unloading at the place of delivery will be borne by the Buyer. Plukon is not liable for damage to the Goods and/or any fall in value of the Goods due to a delayed arrival of the Goods caused by the time taken to transport the Goods exceeding the normal time, unless the delay is a result of wilful misconduct (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*) on the part of Plukon, its statutory representatives or persons performing obligations on its behalf (*Erfüllungsgehilfen*).
- 6.6. The Buyer is obliged to accept the purchased Goods at the time they are made available as specified in the Contract or at the time they are offered to it as specified in the Contract. Should the Buyer refuse to accept the Goods or should it fail to provide the information or issue the instructions required for the delivery, then the Goods will be stored at the Buyer’s risk. In this case, the Buyer will bear all additional costs, including the costs of reloading and unloading and storage costs. From the time when the Goods are provided / offered, the Buyer will bear the costs and risks in relation to damage to the Goods or partial loss of the Goods / the Goods having partly perished, unless the damage is a result of wilful misconduct or gross negligence on the part of Plukon, its statutory representatives or persons performing obligations on its behalf.
- 6.7. In the event of a refusal to accept the Goods as set out in 6.6. Plukon is also entitled (in the light of the perishable nature of the Goods) to sell the Goods to one or more third parties after a period

of six (6) hours from the time they are delivered / offered. In this case, the Buyer will bear all any and costs and any loss in revenue for the Goods compared to the price agreed with the Buyer. This is without prejudice to any other of Plukon's rights against the Buyer on account of non-performance of its contractual duties.

- 6.8. Plukon is not yet in default if it merely overruns a delivery date specified in the Contract. Plukon is only in default if it also fails to deliver the Goods for a reason falling within its sphere of responsibility within the additional delivery period – of at least fourteen (14) days – set down in writing after expiry of the agreed delivery period. The Buyer may only withdraw from the Contract if a deadline is missed for a reason falling within Plukon's sphere of responsibility which causes Plukon to be in default as long as the Contract has not yet been performed and it is not possible to reasonably require that the Buyer continues to adhere to the part of the Contract that has not yet been performed.

7. Terms of payment

- 7.1. The agreed price is to be paid in euros by the payment date referred to in the invoice or, if no payment date was stated, in any case within fourteen (14) days of the invoice date.
- 7.2. The Buyer is not entitled to offset the agreed price stated in an invoice or to claim any deductions or discounts against it. This does not apply to offsetting of counterclaims which are undisputed or recognised by declaratory judgment or counterclaims which are disputed but due to be decided on soon.
- 7.3. The payment date is deemed as the date on which the invoice amount is credited to Plukon's account specified in the invoice.
- 7.4. The Payments made by the Buyer will as a rule be used to settle the interest and costs incurred first of all and, secondly, to settle due invoices which have been outstanding for the longest time, regardless of the purpose or payment reference stated by the Buyer when making a payment.
- 7.5. If Plukon becomes aware of circumstances that would be capable of considerably reducing the Buyer's credit rating after the Contract has been concluded and which may serve to put payment of Plukon's outstanding claims by the Buyer under the relevant contractual relationship at risk, Plukon is entitled to only carry out or render any outstanding deliveries or services in return for advance payment or payment of security.
- 7.6. Plukon may declare that all invoices are immediately due and payable in the following cases:
- (a) The Buyer fails to perform a contractual duty or fails to do so in time or in the proper manner.
 - (b) A third party initiates attachment or seizure of security or enforcement to the detriment of the Buyer.
 - (c) The Buyer is a legal person and this legal person is dissolved and liquidated or the Buyer is a natural person and he dies or is no longer able to carry on his trade.
 - (d) The Buyer refuses to provide the security defined in clause 7.5.0 for the performance of its duties requested by Plukon.
 - (e) Plukon becomes aware of circumstances which in its judgement give rise to legitimate doubts as to whether the Buyer will fulfil its duties.

8. Interest, default and out-of-court debt collection expenses

- 8.1. Should the Buyer fail to remit payment by the due date, then interest of 5% p.a. will be charged on the outstanding amounts from the due date. The right to claim higher interest and additional damages in the event of default is unaffected.
- 8.2. If the Buyer is in default, then Plukon is entitled to arrange for collection of the outstanding amounts, without prejudice to any statutory rights. If Plukon arranges for the amounts to be collected, then the Buyer agrees to settle Plukon's reasonable out-of-court expenses associated with debt collection.

9. Quality, defects, inspections and complaints

- 9.1. Delivered Goods are deemed to be in compliance with the Contract if they meet the special statutory (hygiene) regulations applying for food of animal origin in the EU. The Buyer is required to explicitly report any special requirements and/or purposes of the Goods to be delivered either at the time the Contract is concluded or beforehand and Plukon must expressly confirm them in writing. Otherwise, the Goods cannot be designated as being not in compliance with the Contract if they fail to meet these requirements or if they are unsuitable for such purposes.
- 9.2. Plukon is entitled to supply Goods which vary insignificantly from the Goods described in the Contract. A deviation of up to 5% in quantity is deemed to be insignificant. In addition, Plukon is entitled to supply Goods which deviate significantly from the Goods described in the Contract if this involves modifications to the deliverable Goods, packaging or associated documents which are required in order to comply with the applicable statutory national and international rules and regulations or – in the event of modifications – represent an improvement, and provided that the contractually agreed use is not unreasonably impaired for the Buyer.
- 9.3. Any weight loss of up to one per cent (1%) caused by cooling or freezing is not deemed to be a defect. In this context, weight loss may only be demonstrated with the aid of an official weighing certificate showing that the weighing was carried out at the time of the delivery or immediately after it on a public weighbridge that is in working order. If the Buyer collects the deliverable Goods from Plukon itself, then Plukon will give it the opportunity to weigh the Goods at Plukon or to have them weighed in its presence if desired by the Buyer. In the case referred to in the above sentence, Plukon will only accept complaints regarding weight provided that the Goods have been weighed at Plukon.
- 9.4. The Buyer is required to check that the purchased Goods are correct, to check the quantity (including packaging) and to inspect the Goods carefully for any defects/impacts on quality immediately after the delivery.
- 9.5. Unless Plukon receives notice of a defect in writing within six (6) hours of the time of delivery, the Goods delivered are deemed approved by the Buyer in relation to any obvious defects or other defects that would have been recognisable if the Goods had been examined carefully and without delay.
- 9.6. The Buyer is required to report any *hidden* defects to Plukon in writing within six (6) hours of discovering them. Otherwise, the Contracting Parties agree that the Goods will be deemed approved by the Buyer. In any event, the Buyer's right to invoke a *hidden* defect expires if the Buyer fails to report the relevant defect to Plukon in writing within three (3) weeks of the delivery if a European country is the final destination of the Goods, or within two (2) months of the delivery if a country outside Europe is the final destination of the Goods.

- 9.7. If the complaints relate to the quality of the Goods, then Plukon is entitled to instruct the Buyer to have the fresh Goods sent back immediately or to have the Goods frozen and to keep them frozen. Plukon is entitled to instruct the Buyer to have the frozen Goods sent back by a time determined by Plukon at the latest or to have the Goods stored in a cold store and to keep them stored there. Furthermore, the Buyer is required to give Plukon the opportunity to check whether the complaints are justified.
- 9.8. If the delivered Goods are defective, then Plukon is entitled to either redeliver comparable Goods which conform to the Contract once or to grant a discount on the original price which is in reasonable proportion to the nature of the defect.
- 9.9. The Contracting Parties agree that the delivered Goods conform to the Contract if and as soon as the Buyer resells or processes them.

10. Time-barring

- 10.1. Any claims and other rights of the Buyer against or in relation to Plukon in connection with the delivered Goods, arising on any grounds whatsoever, expire one (1) year after the Buyer has gained knowledge of the existence of these claims and rights or could have reasonably gained knowledge of their existence if not asserted to Plukon in writing before the expiry of this time limit.
- 10.2. If the Buyer should have asserted a claim against Plukon in connection with the Goods supplied by Plukon in writing during the time limit referred to in clause 10.1.0, all associated claims will also expire unless it files a legal action against Plukon to the court of competent jurisdiction as defined in clause 16.2.0 of the Conditions of Sale within a time limit of one (1) year from the time the claim was asserted in writing to Plukon.

11. Reservation of title

- 11.1. Plukon reserves title to the purchased Goods until all present and future claims of Plukon arising from the purchase agreement and any ongoing business relationship (secured claims) have been paid in full.
- 11.2. The Goods subject to reservation of title may not be pledged or assigned as security before the secured claims have been paid in full. The Buyer is required to notify Plukon in writing without delay if and to the extent that third parties access the Goods belonging to Plukon.
- 11.3. In the event that the Buyer acts in a way that is in breach of the Contract, in particular if it fails to pay the due purchase price, then Plukon is entitled to withdraw from the Contract in accordance with the statutory provisions or/and to require that the Goods are returned due to the reservation of title. The request that the Goods are returned does not at the same time include a declaration of withdrawal; instead, Plukon is entitled merely to call for the Goods to be returned and to reserve the right to withdraw from the Contract. If the Buyer fails to pay the due purchase price, Plukon may only assert these rights if Plukon has previously given the Buyer a reasonable time limit for payment or if such a time limit is not necessary under statutory law.
- 11.4. The Buyer is authorised to resell and/or process Goods that are subject to reservation of title in the ordinary course of business. If this is the case the following provisions apply in addition:
- (a) The reservation of title also covers the products resulting from the processing, mixing or combining of Plukon's Goods up to the full value such products, with Plukon being

deemed to be the manufacturer. If Goods are processed, mixed or combined with any third party's goods and title is retained by such third parties, then Plukon will become the joint owner of the processed, mixed or combined Goods in proportion to their invoice values. Apart from this, the same applies for the resulting products as for the Goods delivered under reservation of title.

- (b) The Buyer already assigns any receivables from third parties arising from a resale of the Goods or products in their entirety, or alternatively to the value of Plukon's joint ownership share as defined in the above paragraph, to Plukon as security. Plukon accepts the assignment. The Buyer's duties referred to in clause 11.2. also apply in relation to the assigned claims.
- (c) The Buyer is entitled to collect the receivables alongside Plukon. Plukon agrees not to collect the payment as long as the Buyer complies with its payment obligations towards Plukon, does not default on payment, does not file a petition to commence insolvency proceedings and no other defects exist in relation to its ability to pay. However, if such defects exist, then Plukon may require that the Buyer reports the assigned receivables and identity of the debtor to Plukon, provides all information required to collect the receivables, hands over the associated documents and informs the debtors (third parties) about the assignment.
- (d) If the realisable value of the security exceeds Plukon's claims by more than 10%, then Plukon will release security selected by Plukon at the Buyer's request.

11.5. **In the event that Goods are supplied to a Buyer in England or Wales, (as soon as they are in England or Wales) these Goods will be subject to a reservation of title according to the law of the United Kingdom as described below in addition to the reservation of title under German law governed by clauses 11.1. to 11.4., on condition that the Contract is otherwise solely governed by German law, as provided in clause 16.1.:**

- (a) Plukon remains the owner of the title in all Goods supplied to the Buyer at any moment until such time as payment for all Goods that were sold and delivered to the Buyer at any moment have been received by Plukon in full in cleared funds from the Buyer.
- (b) The Goods will remain the property of Plukon and the Buyer will (i) store them separately from all other goods held by the Buyer and in such a way that they are readily identifiable as Plukon's Goods, (ii) not remove, deface or obscure any identifying mark or packaging on the Goods and (iii) maintain the Goods in a satisfactory condition, until such time as payment for them and for all other Goods agreed to be sold to the Buyer has been received by Plukon in full in cleared funds from the Buyer.
- (c) If the Goods have been resold, Plukon's beneficial entitlement will be attached to the proceeds of the re-sale received by the Buyer.
- (d) Where ownership of the property in any Goods remains vested in Plukon, Plukon will be entitled to (i) require the Buyer to deliver all Goods in its possession that have not been resold or irrevocably incorporated into another product and (ii) if the Buyer fails to do so upon request, enter the premises where those Goods are stored in order to repossess the same.

Should Goods become damaged in any way after they have been delivered, the Buyer will be liable to pay to Plukon the full purchase price of the Goods.

12. Liability and indemnity

- 12.1. Where negligence on the part of Plukon is involved, Plukon's liability for damages, regardless of the legal grounds, in particular for impossibility, default, defective or incorrect delivery, breach of contract, breach of duties during contract negotiations and tort (*unerlaubte Handlung*), is limited to the extent set out in this clause 12..
- 12.2. Plukon has unlimited liability for wilful misconduct and gross negligence. Plukon is only liable for ordinary negligence (*einfache Fahrlässigkeit*) if a breach of material contractual duties is involved. The obligation to deliver the Goods on time and their freedom from defects that have more than an insignificant effect on their fitness for use, other duties intended to enable the Buyer to use the Goods in accordance with the Contract or to protect the life, limb or health of the Buyer's personnel or to protect its property from material damage are material contractual duties.
- 12.3. If Plukon is liable for damages based on the merits under clause 12.2., then this liability is limited to damage which was foreseen by Plukon as a possible consequence of a breach of the Contract at the time the Contract was concluded or which Plukon ought to have foreseen if it had exercised the due care as is usual in the ordinary course of business (*verkehrsübliche Sorgfalt*). Direct damage and consequential damage which is the consequence of the Goods being defective is only indemnifiable if such damage can typically be anticipated when the Goods are used for their intended purpose.
- 12.4. The above exclusions and limitations of liability apply to the same extent for the benefit of the governing bodies, statutory representatives, employees and other persons performing obligations on behalf of Plukon.
- 12.5. If Plukon provides information or acts as an advisor and this information or advice is not part of the contractually agreed scope of services it is bound to provide, then this information or advice will be provided free of charge and excluding any liability whatsoever.
- 12.6. If Plukon and the Buyer are obliged alongside each other to indemnify a third party (joint and several debtors (*Gesamtschuldner*)), then the liability of Plukon and the Buyer as between themselves depends on how far the damage was predominantly caused by Plukon or the Buyer (liability according to degree of causation (*Verursachungsanteile*)). The Buyer will indemnify Plukon from its liability to the relevant extent.
- 12.7. Plukon's liability for guaranteed features and on account of injury to life, limb or health and for liability under the German Product Liability Act (*Produkthaftungsgesetz*) is unaffected by this clause 12..

13. Dissolution, suspension and force majeure (höhere Gewalt)

- 13.1. Plukon is entitled to dissolve the Contract (out of court) or to (initially) suspend the Contract at any time if it is not in a position to deliver due to the Goods being unavailable without any negligence on its part or if it is not able to perform its contractual duties due to circumstances for which it is not responsible. Plukon must inform the Buyer without delay if the Goods are unavailable and reimburse any consideration by the Buyer without delay. Circumstances for which Plukon is not responsible are deemed, among other things, to be that Plukon is not in a position to fulfil its duties or to deliver in connection with measures restricting imports and exports (potentially) imposed by

an authority or an instance of international law by whose orders Plukon is directly or indirectly bound.

- 13.2. Furthermore, circumstances under the terms of clause 13.1. for which Plukon is not responsible and which entitle it to dissolve or suspend the Contract, include in particular but not exclusively, war, risk of war, civil war, insurrection, strikes, employee lock-outs, a general lack of the raw materials required, stagnation at suppliers, transport difficulties, fire, weather preventing work, revolutions, piracy, natural catastrophes in general, bird flu and other animal diseases or epidemics that may affect Plukon's business activities, acts of terror, explosions, incursions, water damage, floods, workers' sit-ins, lock-outs, import and export restrictions, official measures, machine defects and disruptions in power supply, both in general as well as at Plukon companies and at third parties from whom Plukon procures items required for its business activities, as well as storage, whether under its own responsibility or otherwise, and during the corresponding transport, as well as all other circumstances for which Plukon is not accountable and which are outside its control.
- 13.3. Plukon is also entitled to invoke force majeure (*höhere Gewalt*) under the terms of clauses 13.1.0 and 13.2. if the circumstance which stands in the way of (continued) performance occurs after Plukon should have performed the Contract.
- 13.4. If the Contract is suspended on account of force majeure under the terms of clauses 13.1. and 13.2., then the Buyer is entitled to dissolve the Contract if the suspension extends beyond a period of three (3) months from the time Plukon has made use of its right to suspend the Contract without any duty to indemnify arising on the part of Plukon in such a case.
- 13.5. In the cases referred to in clause 7.6. Plukon also has the right to dissolve the Contract or to suspend its (further) implementation.
- 13.6. The Buyer may only dissolve the Contract on account of a breach of duty for which Plukon is responsible if Plukon does not manage to remedy the breach of duty in an acceptable manner within a reasonable time limit (of at least fourteen (14) days), taking into account all the circumstances, after being called to do so in writing and the Buyer cannot reasonably be required to uphold the Contract.

14. Integrity and competition

- 14.1. The Buyer represents and guarantees that neither the Buyer nor one or more of its governing bodies, representatives or officers or any affiliated company of the Buyer, its governing bodies, representatives and officers breach the provisions of the German Act against Restraints of Competition (*Gesetz gegen Wettbewerbsbeschränkungen – GWB*) and/or Articles 101 and 102 TFEU or national and international legal anti-bribery rules.
- 14.2. Furthermore, the Buyer represents and guarantees that neither the Buyer itself nor one or more of its governing bodies, representatives or officers or any affiliated company of the Buyer, its governing bodies, representatives and officers will either directly or indirectly (i.e. through a third party) promise, offer or grant an unfair advantage of any kind to Plukon's governing bodies, representatives or officers for the purpose of initiating or performing a Contract.
- 14.3. If the Buyer breaches clauses 14.1. or 14.2., then Plukon is entitled to terminate a Contract with immediate effect without Plukon incurring any duty to pay indemnification of whatever kind to

the Buyer. In the event of such termination (i) Plukon will not in any way be obliged to deliver Goods to the Buyer, (ii) the Buyer will be responsible for compensating and is obliged to compensate Plukon for damages, claims, monetary fines or other losses (including any legal fees) which are claimed against Plukon or which Plukon sustains or has to pay as a result of non-performance of this clause by the Buyer, and (iii) Plukon will be entitled to make use of all legal means open to it in this context. The provisions of this clause shall remain in force following the expiry or termination of a Contract.

- 14.4. Plukon will only engage in business relationships with companies who respect the law and adhere to ethical standards and principles. If Plukon receives information that the opposite is the case, Plukon will inform the Buyer about this and the Buyer agrees that it will contribute towards investigating the matter and provide Plukon with all information (to the extent legally permitted) required by it to assess whether the accusation concerned is justified and whether the Contract or Offer should be upheld. This information covers in particular but not exclusively bookkeeping, business records, documents or other data.

15. Confidentiality

The Buyer shall at all times keep confidential from third parties the fact that any Contract has been entered into with Plukon and its contents as well as all confidential information and business secrets it become aware of in connection with the conclusion of a Contract or in connection with the performance of the Contract, unless and to the extent that the Buyer is obliged by a national or international legal provision to provide particular information to third parties. The Buyer shall inform Plukon as soon as possible in such a case.

16. Applicable law and place of jurisdiction

- 16.1. The Contract between Plukon and the Buyer is governed exclusively by German substantive law without regard to the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG).
- 16.2. If the Buyer is a merchant (*Kaufmann*), a legal entity under public law (*juristische Person des öffentlichen Rechts*) or a special fund under public law (*öffentlich-rechtliches Sondervermögen*) or if it does not have a general place of jurisdiction in Germany, then the place of jurisdiction for all disputes arising from the business relationship between the Contracting Parties will, at Plukon's option, be the place where the branch of the Plukon Contracting Party in the specific case is located or the place of the Buyer's registered office. However, for claims filed against Plukon, the place where the branch of the Plukon Contracting Party in the specific case is located will be the exclusive place of jurisdiction. This provision is without prejudice to any mandatory legal provisions regarding exclusive places of jurisdiction.
- 16.3. Notwithstanding the provisions in clause 16.2., Plukon is entitled to summon the Buyer before a court of competent jurisdiction under German law or under an applicable international treaty at any time, if required, or to initiate proceedings before a court of arbitration in accordance with the Arbitration Rules (*Schiedsgerichtsordnung* (DIS-SchO)) of the German Institute of Arbitration (*Deutsche Institution für Schiedsgerichtsbarkeit e.V.* (DIS)), if required.

17. Translations

Translations of these Conditions of Sale may be prepared. However, in the event of any doubts or discrepancies the English wording will be authoritative.

18. Amendments to the Contract and Conditions of Sale/final provisions

- 18.1. Any amendments or additions to the agreements made, including these Conditions of Sale, must be in writing in order to be effective. With the exception of directors (*Geschäftsführer*) and authorised signatories (*Prokuristen*), Plukon's employees are not permitted to enter into any alternative oral agreements.
- 18.2. Should the provisions of the Contract or these Conditions of Sale contain any omissions, then the legally effective provisions which the Contracting Parties would have agreed if they had noticed the omission, taking into account the economic objectives of the Contract and the purpose of these Conditions of Sale, will be deemed to have been agreed in order to fill these omissions.