**General Terms and Conditions of Purchase of Zott SE & Co KG,**
Georg Zott Straße 1, 86690 Mertingen, Germany
**Status: October 2026**

## 1. General

(1) Our orders are placed exclusively on the basis of these General Terms and Conditions of Purchase. This shall also apply to long-term purchasing relationships without the need to expressly agree the General Terms and Conditions of Purchase again. Supplementary or deviating terms and conditions of the supplier in its general terms and conditions or order confirmations are not recognised and are hereby expressly contradicted. Our General Terms and Conditions of Purchase shall also apply if we accept or pay for the delivery without reservation in the knowledge of terms and conditions of the supplier that conflict with or deviate from our General Terms and Conditions of Purchase.

(2) If framework agreements, contracts, etc. exist between us and the supplier, these shall only take precedence over our General Terms and Conditions of Purchase to the extent that these contradict them. Otherwise, they shall be supplemented by the General Terms and Conditions of Purchase.

## 2. Order

(1) Orders shall only be binding if they are placed in writing (e.g. fax, e-mail, letter). Acceptance of our order must be declared in writing (e.g. fax, e-mail, letter) within a period of 1 working day, whereby Saturdays constitute working days within the meaning of this regulation. After expiry of the deadline, the order shall be deemed accepted. Until acceptance, we may revoke the order at any time free of charge.

(2) If the supplier deviates from our order in its order confirmation, it must clearly indicate this deviation. The principles governing commercial letters of confirmation shall not apply. Amendments or supplements shall only become part of the contract if they are confirmed by us in writing.

(3) Offers and cost estimates of the supplier are binding and are always made free of charge.

(4) In the case of cross-border orders, the supplier shall provide us with all documents required for customs purposes, for obtaining concessions or for proving other circumstances connected with the purchase when the goods are dispatched. The supplier is obliged to provide the information required for the "Intrastat declaration" (in particular statistical goods numbers) in due time.

(5) If legal provisions require it and/or special applications require information on preferential originating status, the supplier is obliged on our first request to issue in particular a supplier's declaration and to hand it over to us. The supplier undertakes to provide reasonable assistance, information and other necessary confirmations.

(6) For all questions arising in connection with customs duties and proofs of origin, the supplier shall contact us immediately within the scope of its contractual due diligence obligations.

(7) The supplier shall compensate us for all damages caused by a culpable breach of the obligations set out in paragraphs 4, 5 and 6.

## 3. Scope of services

(1) If the service consists of the delivery of a fungible item, the supplier bears the procurement risk.

(2) The supplier warrants that all deliveries and services and the corresponding working conditions of its employees comply with the relevant legal provisions of the Federal Republic of Germany and the European Union, in particular the German Food and Feed Code (Lebensmittel- und Futtermittelgesetzbuch, LFGB) and the Minimum Wage Act (Mindestlohngesetz, MiLoG). If the delivered goods are subject to legal restrictions and/or labelling obligations in the event of further processing or further use, the supplier is obliged to point this out to us.

(3) If justified claims are asserted against us due to culpable violation of para. 2 by the supplier, the supplier shall indemnify us from these claims.

(4) The agreed condition, quality or specification is binding. Product descriptions which we make subject matter of the contract, in particular by designation or reference in the order, shall also be deemed to be the agreed quality. Furthermore, the quality of samples and specimens approved by us shall also apply.

(5) Upon request by us, the supplier is obliged to provide written proof of the quality specifications of the delivered goods without delay.

(6) The supplier is not entitled to pass on the order or parts thereof to third parties or to engage subcontractors without our prior consent. Insofar as the supplier uses third parties, it shall bind them in the same way and observe the provisions of the MiLoG as the supplier itself is bound under the order and these General Terms and Conditions of Purchase. The supplier shall always conclude contracts with third parties in its own name and for its own account.

(7) The supplier is not entitled to partial deliveries and partial services without our express consent. In unjustified cases we may reject the partial delivery or partial performance and return it at the

supplier's expense without prejudice to further claims. If the value of the goods is determined by weight, the goods shall be weighed net.

(8) Underdeliveries or overdeliveries are not permitted without our consent. In the event of overdelivery, we shall be entitled not to accept the overdelivered quantity and to return it at the supplier's expense.

(9) The supplier is obliged to state our order numbers correctly on all shipping documents, invoices and delivery notes. The supplier shall be responsible for any processing costs otherwise incurred, including any delays.

## 4. Delivery time

(1) The dates stated in the order are binding. The receipt of the goods at the delivery address specified by us within the business hours shall be decisive for the legal timeliness of the delivery.

(2) If the delivery is made before the binding delivery date, we are entitled to refuse acceptance and to return the goods at the supplier's expense, unless otherwise agreed between us and the supplier.

(3) The supplier is obliged to immediately notify us in writing of any recognisable delays. The notification shall include the cause and expected duration of the delay. The occurrence of the delay shall not be prevented by such notification.

(4) In the event of default, the supplier shall be obliged to pay a contractual penalty of 0.2% of the net order value per week commenced, but not more than 5% of the net order value, without prejudice to other claims. A claim for damages exceeding the contractual penalty shall remain unaffected by this, taking into account the contractual penalty.

(5) Furthermore, in the event of default, we are entitled to make corresponding covering purchases at the supplier's expense.

## 5. Prices / Terms of payment

(1) Unless otherwise agreed in writing or mandatory by law, the purchase price shall be paid within 30 days with a 3% discount or within 60 days net. The period begins with receipt of the contractual delivery/service and a proper invoice; in particular, the invoice must show the order number, the order date and the supplier number. We shall also be entitled to deduct a discount if we -

justifiably - offset or withhold payments due to defects. Payment is made via central settlement by the service company Euro Delkredere.

(2) The price stated in the order is a fixed price and applies to delivery free to the delivery address stated in the order. It includes packaging, transport and insurance. The statutory value added tax shall be paid in addition. We do not recognise price escalation clauses of the supplier.

(3) Price increases must be notified to us in writing 4 weeks in advance of the effective date. Before the new prices come into effect, written reconfirmation must have been given by us. If prices are contractually fixed for a period or point in time, price increases are excluded; the supplier shall bear the price risk in this respect.

(4) We shall be entitled to rights of set-off and retention to the extent provided by law.

(5) The supplier shall not be entitled to invoice small or short quantity surcharges.

## 6. Transfer of Risk/Packaging/Retention of Title

(1) The place of performance shall be the delivery address specified by us and the delivery shall be made at the risk of the supplier, unless otherwise agreed between us and the supplier.

(2) Unless otherwise agreed, the supplier shall deliver the goods in accordance with our pallet specifications and take transport insurance at its own expense.

(3) Upon request by us, the supplier shall be obliged to take back the transport packaging at its own expense and to dispose of it properly.

(4) Retentions of title by the supplier are excluded.

## 7. Material defects/warranty

(1) Acceptance of the goods shall always be subject to the assertion of any notices of defects. Acceptance may be refused in particular in the event of missing or incorrect accompanying documents, incorrect or incomplete delivery. Payments do not constitute approval of the delivery or service as being in accordance with the contract.

(2) Notification of obvious defects shall be deemed to have been made in due time if it is received by the supplier within 5 working days, calculated from receipt of the goods. Notification of hidden defects - in particular prohibited residues in foodstuffs or other quality defects detected by laboratory tests - shall be deemed to have been made in due time if it is received by the supplier

within 5 working days, calculated from the date of discovery. Saturdays are working days in the sense of this regulation.

(3) In urgent cases of danger to operational safety or to avert major economic damage, we are entitled to remedy the defect ourselves or have it remedied by third parties without setting a further deadline and to demand reimbursement of the necessary costs from the supplier.

(4) The supplier guarantees that all deliveries and services are free of third-party rights and shall indemnify us on first demand against claims in this connection, in particular against the costs of legal action.

(5) The statute of limitations for warranty rights shall be suspended by our notice of defects until proper fulfilment.

(6) In all other respects, we are entitled to the statutory warranty rights without restriction. In particular, we do not recognise limitations of liability and exemptions from liability on the part of the supplier. In deviation from § 440 BGB (German Civil Code), a rectification of defects shall be deemed to have failed if the first attempt at rectification has been unsuccessful. A replacement delivery shall be deemed to have failed if the first replacement delivery does not comply with the contractual agreements.

## 8. Product liability

(1) In the event of a product defect, the supplier shall be obliged to indemnify us against claims for damages by third parties upon first request, unless the cause does not lie within its sphere of control and organisation and it is not itself liable in the external relationship.

(2) The obligation to indemnify pursuant to para. 1 shall extend to all expenses necessarily incurred in connection with the claim by a third party. Within the scope of its liability for cases of damage within the meaning of para. 1, the supplier shall also be obliged to reimburse any expenses pursuant to §§ 683, 670 BGB (German Civil Code) and §§ 830, 840, 426 BGB (German Civil Code) arising from or in connection with a recall/withdrawal action carried out by us. We shall inform the supplier about the content and scope of the recall/withdrawal measures to be carried out - as far as possible and reasonable - and give it the opportunity to comment. Other legal claims remain unaffected.

(3) The supplier is obliged to take product liability insurance with a sum insured of € 10 million per personal injury/property damage and to maintain it without limitation for the duration of the

supply relationship. The supplier must inform us immediately in writing of the withdrawal or restriction of the insurance cover. Proof of insurance cover must be provided at our request. In the event of an insurance claim, the supplier hereby assigns to us in advance its claims against the insurance company. We accept the assignment. If we are entitled to further claims for damages, these shall remain unaffected.

## 9. Force Majeure

(1) "Force Majeure" means the occurrence of an event or circumstance that prevents a party from performing one or more of its contractual obligations under the contract if and to the extent that the party affected by the impediment proves that: (a) that impediment is beyond its reasonable control; and (b) it was not reasonably foreseeable at the time of entering into the contract; and (c) the effects of the impediment could not reasonably have been avoided or overcome by the affected party.

(2) In the absence of proof to the contrary, the following events affecting a party shall be presumed to meet the requirements under paragraph 1 lit. (a) and lit. (b) : (i) war (declared or undeclared), hostilities, attack, acts of foreign enemies, large-scale military mobilisation; (ii) civil war, riot, rebellion and revolution, military or other seizure of power, insurrection, acts of terrorism, sabotage or piracy; (iii) monetary and trade restrictions, embargo, sanctions; (iv) lawful or unlawful acts of government, compliance with laws or government orders, expropriation, seizure of works, requisition, nationalisation; (v) plague, epidemic/pandemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, telecommunications, information systems or energy; (vii) labour unrest and occupation of factories and buildings not due to fault, interruption or curtailment of energy supplies not due to fault.

(3) A party who successfully invokes this clause shall be released from its obligation to perform its contractual obligations and from any liability for damages or any other contractual remedy for breach of contract from the time when the impediment makes it impossible for it to perform, provided that this is notified without delay. If the notice is not given without delay, the release shall take effect from the time when the notice reaches the other party. If the effect of the alleged impediment or event is temporary, the consequences just set out shall apply only for so long as the alleged impediment prevents performance of the contract by the party affected.

(4) The affected party is obliged to take all reasonable measures to limit the effects of the event relied upon in the performance of the contract.

(5) If the duration of the alleged impediment has the effect of substantially depriving the parties of that which they had a right to expect by virtue of the contract, either party shall have the right to terminate the contract by giving notice to the other party within a reasonable time. Unless otherwise agreed, the parties expressly agree that the contract may be terminated by either party if the duration of the impediment exceeds 120 days.

## 10. Compliance

(1) The supplier shall be obliged to ensure that it and the employees and persons deployed to perform the service owed comply with the relevant guidelines and company regulations, in particular with regard to hygiene regulations, which shall be communicated to it in good time prior to the performance of the service, when performing the service on our premises.

(2) Illegal employment or the commissioning of illegal employment of any kind by the supplier is to be refrained from. The supplier shall also take this into account when selecting its suppliers and subcontractors and shall oblige them accordingly.

(3) The supplier shall ensure the traceability of raw material batches/batches to the field/yard or first production site within 4 hours after the corresponding request by us. The supplier shall provide us with the documentation and evidence of the traceability within the aforementioned period.

(4) The supplier is obliged to ensure that the goods are produced, processed, stored and loaded at secure operating sites and at secure handling locations. This also includes the protection of the goods against unauthorised access. Only sufficiently qualified and approved personnel may be employed. The supplier must ensure this throughout its entire supply chain.

(5) The supplier is obliged to inform itself about the Zott Business Partner Code of Conduct and to comply with this Code of Conduct in its currently valid version as a minimum standard throughout the entire term of the business relationship, in particular during the production of the delivered goods and/or the provision of the service, and to establish it in its entire supply chain. In the event of violations of this minimum standard, we shall have the right, at our own discretion, to terminate the contracts for certain products or the entire business relationship for good cause after issuing a warning and the unsuccessful expiry of a reasonable deadline set for remedial action. Furthermore, the supplier shall observe the standards of the ILO and the amfori BSCI in the respective valid versions and provide evidence of this if required. It will also enforce and monitor this obligation throughout its supply chain.

(6) The Supplier shall implement, document and maintain appropriate technical and organizational measures to protect the confidentiality, integrity, availability and authenticity of information, data and IT systems, taking into account the state of the art and the respective risk exposure. In particular, the Supplier shall implement appropriate measures in the areas of access and authorization management, protection against malware, data backup, patch and vulnerability management, business continuity and disaster recovery preparedness, as well as employee awareness and training. The Supplier shall notify us without undue delay, and in any event no later than 24 hours after becoming aware of the incident, to *informationssicherheit@zott.de*, of any security incidents, cyberattacks, personal data breaches or other events that have or may have an impact on the performance of the services, the availability of systems, or the confidentiality of information of Zott SE & Co. KG. Verbal notification shall not be sufficient. The Supplier shall take all necessary measures to mitigate any damage and investigate the root cause of the incident and shall provide us with reasonable support in this regard. The Supplier shall ensure that any subcontractors and other third parties engaged in the provision of the services are subject to information security requirements that are at least equivalent to those set out herein.

## 11. Confidentiality and intellectual property

(1) The supplier undertakes to treat the information received in connection with the order and the execution of the contract, in particular documents and information pursuant to para. 2, as strictly confidential and to take all measures necessary for this purpose and to arrange for this obligation to be complied with by its affiliated companies, bodies, representatives, consultants, executives and other employees. The above confidentiality obligation shall not apply if the information was already known to the supplier prior to disclosure by us or lawfully communicated by a third party or if this information was demonstrably accessible to the public during the term of the contract or if communication is mandatory due to statutory, official or court orders.

(2) We reserve the property rights and copyrights to all documents and information provided to the supplier, in particular illustrations, drawings, plans, processes, recipes, know-how, product descriptions and specifications.

(3) The supplier may use all information, in particular in accordance with paragraph 2, only for the purposes of the order, contract processing and business relationship with us. This also applies to products of the supplier from documents designed by us, in particular technical drawings, plans, models or tools manufactured for us on request.

(4) The supplier undertakes to return the documents and information to us without being requested to do so after termination of the business relationship. There shall be no right of retention on any legal grounds.

## 12. Other

(1) The assignment or pledging of claims of the supplier which do not consist of a money claim require written consent.

(2) The supplier may only set off claims that are undisputed or have become legally established.

(3) If any provision in these terms and conditions is or becomes void, invalid or unenforceable in the future, the validity of the remaining terms and conditions shall not be affected.

(4) In a case pursuant to para. 3, the parties undertake to replace the void, ineffective or unenforceable provision with the provision that comes closest to the economic purpose of the ineffective provision.

## 13. Choice of law and place of jurisdiction

The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction is Augsburg. However, we are also entitled to bring action before the court at the supplier's registered office.