



General Terms and Conditions of Sale and Delivery of Bio Rebelz GmbH

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The General Terms and Conditions of Sale and Delivery of Bio Rebelz GmbH have been drawn up by BR Food Group and are registered with the Chamber of Commerce in Germany under number **HRB 748794**.

Article 1. Definitions The following terms have the meanings assigned to them:

- a.** "General Terms and Conditions" refers to the current General Terms and Conditions of Sale and Delivery of Rebelz Food Group;
- b.** "BR" refers to the private company with limited liability Bio Rebelz GmbH under German law, with offices in **88348, Bad Saulgau** at the address **Kaiserstrasse 87**, registered in the commercial register of the Chamber of Commerce under number **HRB 748794**, which is the supplier/seller of Goods;
- c.** "Buyer" the person or entity that buys the Goods, including any successors thereof;
- d.** "Parties" jointly refers to BR and Buyer;
- e.** "Offer" refers to all quotations, proposals, and other offers made by BR to Buyer;
- f.** "Contract" refers to the written contract between Parties including all specific appendices. If no Contract is concluded, the last and accepted commercial proposal from BR to which the General Terms and Conditions apply is considered the Contract;
- g.** "Price" refers to the total value of the Contract that must be received by BR without deduction or costs;
- h.** "Goods" refers to food ingredients or related goods, such as but not limited to nuts, dried fruits, superfoods, food supplements, grains, seeds, spices, oils, fats, and syrup, supplied and/or delivered for or by BR to Buyer;
- i.** "Calendar Days" refers to all days of a year including weekends, national holidays, religious holidays, or other non-working days.



Article 2. Applicability

1. The General Terms and Conditions apply to all Offers, agreements, and Contracts of BR. These General Terms and Conditions apply with the express rejection of the general terms and conditions of the Buyer and/or any other third party, however described.
2. Order of precedence: a. The text of the Contract prevails over any commercial proposal, conversation, or correspondence prior to the date of signing of the Contract. b. The text of the Contract prevails over the General Terms and Conditions.
3. Invalidity or unenforceability of any provisions of the Contract and/or the General Terms and Conditions does not affect the validity of the remaining provisions.
4. BR may amend the terms of the General Terms and Conditions without the Buyer's consent. BR will notify the Buyer in writing of the amendment, at least thirty (30) Calendar Days before the amendment takes effect. If the Buyer is materially disadvantaged and objects to the amendment, the Buyer may terminate the relevant Contract. This right to terminate expires thirty (30) Calendar Days after the date the amendment took effect. BR is not liable to Buyer for any claims from Buyer as a result of such amendments.
5. Except as provided in Article 2.4 above, amendments to these General Terms and Conditions and/or the Contract must be agreed in writing by the Parties.

Article 3. Offer, Order, and Formation of Contract

1. Descriptions and Prices in Offers are subject to change and apply only approximately unless otherwise indicated. The Buyer cannot derive any rights from any errors in an Offer. Offers are made based on information and specifications provided by the Seller and are based on delivery within normal terms and under normal conditions.
2. Orders, order confirmations, or other correspondence via email and/or signed fax are accepted by the Parties as legally binding correspondence.
3. All Offers are non-binding to BR unless they specify a term.
4. If an Offer is accepted by Buyer, the Contract is concluded, provided BR may revoke the Offer within five (5) Calendar Days of receipt of the acceptance.
5. If the Buyer places an order, which is binding on the Buyer, the Contract is concluded at the moment of acceptance of the order by BR. Execution of the order by BR is considered acceptance of the order.
6. Offers are one-time and do not apply to repeat orders.
7. Contracts concluded with BR are conditional in the event of shortages and/or other circumstances beyond BR's control that make delivery impossible.



Article 4. Delivery

1. Unless otherwise confirmed in writing by BR, delivery will take place FCA (Incoterms 2020).
2. All indicated delivery dates of the Goods are only approximate, and BR is not liable for losses or damages suffered by the Buyer as a result of delay in delivery or non-delivery of the Goods, however caused.
3. If the Buyer does not take delivery of the Goods on time - or if the Buyer, where the Buyer must give delivery instructions, does not give these instructions - BR may at its discretion extend the delivery time or store the Goods at the Buyer's risk and expense until actual delivery takes place or cancel the Contract or part thereof, in both cases without prejudice to any other right or remedy available to BR.
4. Partial deliveries or shipments and/or transshipment are allowed. Each partial delivery or shipment is considered the fulfillment of a separate and independent Contract.
5. The risk of damage to or loss of the Goods passes to the Buyer at the time of delivery as defined in Article 4.1 or, if the Buyer unjustifiably fails to take delivery of the Goods, at the time BR has offered the Goods for delivery.
6. Minor deviations in the quantities, weight, color, and composition of the Goods delivered by BR are never considered a defect or failure.
7. The Buyer undertakes to strictly comply with BR's instructions regarding customs clearance of the Goods and to provide all relevant documents upon request from BR, including but not limited to export/import documents from EU member states and/or third countries necessary for the right to export refunds or other subsidies. The Buyer is liable for and indemnifies BR and its subsidiaries against all costs and losses suffered or incurred by BR and its subsidiaries as a result of the Buyer's breach of this obligation.

Article 5. Inspection and Notification

1. Upon acceptance of the Goods, the Buyer is obliged to check the accuracy of the declaration of the quantity of Goods in the waybill, as well as the apparent good condition of the Goods and their packaging, and in case of discrepancies, to make a note on the waybill. The waybill is conclusive evidence of the receipt of the Goods and their packaging in apparent good condition.
2. Any visible defects or deficiencies must be reported to BR in writing immediately, but no later than twenty-four (24) hours after receipt of the Goods, stating the nature of the non-conformity, or in the case of non-visible defects no later than ten (10) Calendar Days after receipt of the Goods.
3. If the Goods are non-conforming due to circumstances for which BR is liable, the Buyer may - subject to the time limits in Article 5.2 and providing proof of the non-conformity - reject such Goods, after which BR may at its discretion issue a credit note for such non-conforming Goods, apply a discount on the Price of the Goods corresponding to the reduced value of the Goods, or replace the



non-conforming Goods. No further remedy is available to the Buyer in case of non-conformity of the Goods, however caused.

4. Non-conforming Goods rejected by the Buyer are owned by BR and will, at BR's request, be made available to BR. Unless BR chooses to take back the non-conforming Goods, such Goods will be disposed of by the Buyer at BR's risk and expense in the manner indicated by BR, always provided that the Buyer will make all commercial efforts to limit the costs of such disposal.
5. Goods sent by BR to the Buyer can only be returned to BR after written permission from BR and under conditions determined by BR. The costs of the return shipment are borne by the Buyer, unless the costs relate to a return shipment regarding which the Buyer has determined that the Goods are non-conforming for which BR is liable.

Article 6. Prices and Payment

1. The Price is fixed and will not be subject to changes.
2. The currency of the Price and all payments is in EURO, unless otherwise stated in the Contract or invoice.
3. Unless otherwise agreed, the Price is exclusive of VAT, import duties, other taxes and levies, costs of quality inspection and/or testing, bank or transfer costs, loading and unloading costs, packaging, transport, insurance, and all other costs.
4. The Buyer agrees to electronic invoicing (E-invoicing) by BR. All payments are due as specified on the invoice. **If no payment terms** are included in the Contract, all payments are due no more than thirty (30) Calendar Days after the invoice date.
5. Regardless of the payment method used, payment is not deemed to have been made until BR's account has been fully and irrevocably credited.
6. If the Buyer delays a payment, BR has the right to extend the delivery time of Goods by at least the period of the delayed payments.
7. If the Buyer does not make a payment on an agreed date: a. BR is automatically and immediately, without written notice, entitled to a fixed collection fee of 15% of the outstanding payment with a minimum of EUR 500,-. b. BR is automatically and immediately entitled to interest from the day the payment was due until the day such payment was received. The compound interest rate is at least one percent (1%) per month. Interest on late payments is partly considered as compensation for damages and partly as a penalty for the Buyer's default; c. BR has the right to suspend the execution of the Contract or the delivery of Goods of a separate contract until it has received all due payments.
8. All payments are made without any deduction or costs for the account of BR.



Article 7. Retention of Title

1. Ownership of the delivered Goods does not pass to the Buyer until BR has received all payments invoiced to the Buyer in connection with the delivery of the Goods as specified in Article 6.
2. Until BR has received all payments invoiced to the Buyer, the Buyer may not pledge, transfer, lease, pledge, or otherwise describe, lend or dispose of the Goods, whether in original or processed state, except within the normal course of business.
3. The retention of title does not affect the transfer of liability, responsibility, costs, and risks under Article 4.
4. In case of late payment, BR has the right to reclaim all delivered Goods without further notice of default and without judicial intervention or to have them returned. The Buyer hereby authorizes BR in advance to enter all locations in and around the Buyer's business for this purpose.

Article 8. Indemnity and Liability

1. Unless otherwise confirmed in writing by BR, the Goods will comply with the national legal requirements applicable in the **Netherlands** and/or the European Union. BR is not liable for the compliance of the Goods with the requirements of legislation applicable in the country of delivery and assumes no risk or liability in this regard.
2. The Buyer is responsible for complying with all legislation regarding the import of the Goods into the country of distribution and the subsequent processing, marketing, distribution, resale, and/or use thereof.
3. BR is never liable for business loss, loss of orders, loss of income, loss of profit, loss of time, loss of public subsidies, loss of goodwill, or for any special, indirect, or consequential damages, however caused.
4. BR is not liable for damages caused: a. by unskilled use of the delivered Goods or use for a purpose other than for which they are suitable according to objective standards; b. because BR used incorrect or incomplete information provided by or on behalf of the Buyer; c. by third parties involved in the execution of the Contract at the request or with the consent of the Buyer; d. by materials or services supplied by third parties at the request or with the consent of the Buyer.
5. BR is not liable for the suitability of the Goods for the intended purpose and the Buyer assumes the risk and liability that the Goods are suitable for the purpose for which they are marketed and/or used.
6. BR is not liable for damages suffered by the Buyer as a result of improper handling, natural shrinkage, humidity, excessive heating of rooms, other exceptional weather and temperature effects, as well as insect and beetle infestations regarding the Goods.



7. Unless otherwise confirmed in writing by BR, BR has the right at all times without liability to change or adjust specifications, production processes, packaging, and/or labeling of the Goods without notice to the Buyer.
8. When the execution of a Contract becomes burdensome for BR due to the occurrence of events that fundamentally change the conditions of the Contract, either because the costs of execution have increased or because execution is subject to hardship for other reasons, BR has the right to suspend execution or be released from such a Contract without liability.
9. The total cumulative liability of BR in connection with the Goods, regardless of the type of liability and/or non-performance, under the Contract will not exceed a maximum total amount equal to 100% (one hundred percent) of the Price paid to BR under the Contract or the maximum total amount that BR's liability insurer will pay out in the relevant case, whichever is lower, even if this is considered a breach of warranty. The Buyer will indemnify BR for such claims exceeding this percentage/amount.
10. BR is only liable for bodily injury and/or material damage caused by the Goods if it is proven that the injury or damage is attributable to BR or if such liability arises from applicable mandatory legislation.
11. The Buyer must submit any claims under this Article and/or Article 9 below to BR within one (1) year of the occurrence of the alleged breach of BR's obligations or the defect of the Goods, failing which any right to compensation lapses.

Article 9. Indemnity and Recall

1. The Buyer agrees to indemnify and protect BR, its subsidiaries, and representatives against all costs, losses, liabilities, damages, and expenses arising out of or resulting from the death of or injury to any person or damage to or loss of property as a result of the acts and/or omissions of the Buyer.
2. In the event of a recall of the Goods initiated by BR or a competent authority, the Buyer will, in consultation with BR, take all necessary measures appropriate in the circumstances. These may include, without limitation, stopping the delivery of the Goods and recalling the Goods from warehouses, distribution centers, and stores. The Buyer will not interfere with the recall procedures, which will be exclusively controlled by BR, and will not disclose any actual or planned recall of the Goods, except as provided by applicable mandatory legislation or as instructed by BR.

Article 10. Default and Termination

1. If the Buyer is in default with respect to any of the terms of the Contract, including but not limited to failing to pay an invoice on time according to the terms of the Contract, BR may, at its discretion, suspend further performance until the default is remedied and, without prejudice to any other remedy, terminate the Contract if the default is not remedied within fourteen (14) Calendar Days of written notice specifying the default.



2. If BR has reason to suspect that the Buyer will be unable to fulfill its obligations under the Contract, the Buyer is obliged, at BR's first request, to provide sufficient security for full compliance with all its obligations under the Contract in a manner indicated by BR.
3. Without prejudice to any other right or remedy available to BR, BR has the right to terminate the Contract with immediate effect in writing in the following cases: a. If after the conclusion of the Contract, BR doubts the necessary liquidity of the Buyer and the Buyer cannot dispel these doubts by providing adequate supporting documents or sufficient security; b. If a receiver, administrator, conservator, or liquidator is appointed for the Buyer or a substantial part of its assets; c. If the Buyer is declared bankrupt or granted a moratorium, or if an application for this is filed; d. If the Buyer's business is liquidated or ceased.
4. In the event of termination of the Contract by BR, all amounts due by the Buyer become immediately payable.

Article 11. Intellectual Property Rights

1. All intellectual property rights or other proprietary rights in and relating to the Goods, including but not limited to their formula, design, packaging, and know-how, and any modifications or developments thereof, as well as the trademarks and trade names under which the Goods are marketed, are and remain the exclusive property of BR, and the Buyer acquires no rights, title, or license in or to them.
2. If the Buyer disputes, harms, or prejudices the validity or enforceability of such proprietary rights, BR has the right without liability to immediately terminate all cooperation between the parties and to terminate any Contract.

Article 12. Force Majeure

1. BR is not liable for the non-performance of any obligation of BR or is deemed to be in default if BR proves that the non-performance was due to an impediment beyond BR's control. The occurrence of such an event, understood as a force majeure event, relieves BR from compensation, penalties, and other contractual sanctions.
2. A force majeure event includes in particular, but is not limited to, strikes, lockouts, labor disputes, business interruptions, explosions, fire, natural disasters, government actions and restrictions imposed by national or foreign authorities, confiscations, embargoes, currency restrictions, lack of transport, veterinary diseases, malicious manipulation, terrorist acts, pandemics, epidemics, lockdowns, environmental measures, and defective or delayed deliveries of subcontractors.
3. In the event of force majeure, BR has the right to postpone the execution of the Contract for a reasonable period, excluding the right of the Buyer, if applicable, to terminate or revoke the Contract.



4. If during the force majeure situation (partial) deliveries of the Goods can still be made, the Parties will act in good faith, make every effort to overcome the force majeure, and continue to fulfill their obligations as far as practically possible.
5. BR has the right to terminate the Contract in writing without judicial intervention if the execution of the Contract under Article 12.3 is suspended for longer than six (6) months. In such a case, the Buyer has no right to compensation or reimbursement of any kind, nor does he have the legal right to demand performance of the Contract.

Article 13. Transfer of Rights; Third Parties

1. The Buyer may not transfer its rights and/or obligations under the Contract with BR to third parties or pledge them as security for claims of third parties without the prior written consent of BR.
2. BR is authorized to involve third parties in the execution of the Contract on behalf of and at the expense of the Buyer if this is deemed necessary by BR or if it results from the Contract.

Article 14. Miscellaneous Provisions

1. If a provision in these General Terms and Conditions is held to be invalid or unenforceable, the validity of the remaining provisions is not affected.
2. No waiver by BR of any breach by the Buyer, or failure by BR to insist on the Buyer's performance of obligations, is considered a waiver of any subsequent breach of the same or another provision.
3. The Buyer will keep confidential any information provided by BR and will not disclose it to third parties. The Buyer will not use such information for its own benefit or for the benefit of third parties.
4. If a change in these General Terms and Conditions and/or the Contract is necessary as a result of Brexit, the Parties will cooperate reasonably and in good faith to identify the impact of Brexit and agree on the necessary adjustments to these General Terms and Conditions and/or the Contract.
5. Nothing in the relationship between BR and the Buyer creates an agency, partnership, or joint venture between the parties and specifically, the Buyer is not entitled to make any representation or warranty on behalf of BR.
6. In case of conflict between a translation of the Contract and/or the General Terms and Conditions, the English text prevails.



Article 15. Applicable Law and Jurisdiction

1. Any dispute arising out of or in connection with a Contract or Offer, quotation, or order confirmation issued by BR or in connection with the delivery of the Goods to the Buyer, including but not limited to disputes regarding the interpretation of these General Terms and Conditions, will be resolved in accordance with Dutch law.
2. The United Nations Convention on Contracts for the International Sale of Goods applies.
3. Any dispute will be settled by the courts in the Netherlands/Germany.
4. Notwithstanding the above, BR has the right at its discretion to initiate legal proceedings against the Buyer in the country where the Buyer's head office is located.