

## A. Introduction

A.1 These General Terms and Conditions of Purchase ("GPC") shall form a subordinate part of any contract for services (also in the form of an order and order confirmation) between the contractor named in the order confirmation or the contract ("Contractor") and the company named in the order confirmation or the contract as the customer on the part of Bell Food Group ("Customer").

A.2 The Contractor's general terms and conditions shall not apply, even if the Contractor refers to its own terms and conditions or encloses them and the Client does not expressly object to them.

A.3 Individual, mutually agreed agreements in individual contracts or orders shall always take precedence over these GPC. If a framework agreement also exists between the Contractor and the Client, the provisions of the framework agreement shall also take precedence over these GPC.

A.4 If a company of the Bell Food Group commissions services from the Contractor or is at least also a beneficiary of the service, this company may assert the rights specified in these GPC against the Contractor in its own name and for its own account.

A.5 For the purposes of these GPC, the term "Contract Territory" shall be understood as the country in which the Client has its registered office.

A.6 Bell Food Group refers to the group of companies to which the client belongs, whereby these are companies that are directly or indirectly controlled by Bell Food Group Ltd, based in Basel, Switzerland.

## B. services

B.1 The Contractor warrants that it shall provide the services owed by it and/or its auxiliary persons in accordance with industry guidelines and *best practices*.

B.2 The Contractor warrants that it and any auxiliary persons employed by it are authorised to provide the agreed services in the contractual territory. To the extent necessary, the Contractor shall have duly registered the services (in particular with the tax, customs and social security authorities) and deposited any advances and securities with the tax authorities before commencing the services.

B.3 The Contractor shall ensure and guarantee that any registrations, authorisations, certifications or other decisions necessary for the legally compliant provision of the service remain effective in favour of the Client for the duration of the provision of the services.

B.4 For the avoidance of doubt, the parties agree that the Contractor shall provide its services using its own equipment, unless the services are IT services and the work is carried out using the Client's hardware with regard to configurations, firewalls, SSOs, logging, licence requirements, data protection reasons or otherwise required.

## C. Obligations of the client

C.1 The Client is obliged to provide the necessary co-operation known to the Client in advance, in particular (if necessary in individual cases) to allow the Contractor and its employees (i) access to the place where the service is to be provided and (ii) access to the facilities, documents and information to which the Contractor must have access in order to be able to provide the services owed in the proper manner

C.2 If the provision of the services requires the Client to provide additional work, information and documents, the Contractor shall inform the Client of this in writing upon conclusion of the contract, but no later than two (2) weeks before the day on which this cooperation is to be provided by the Client. If the Contractor fails to comply with the above deadline, the Client shall nevertheless be obliged to provide the co-operation, however, the Contractor may not invoke the Client's delay in the event of its own delay in providing its services.

## D. Dates

D.1 The service shall be due within the periods or on the end dates specified in the contract; if the object of the service is a specific target and a specific completion date for this target is agreed in the contract, this shall be a fixed contractual date and the Contractor shall be in default from the expiry of this date. In the event of default, the client may exercise the statutory rights at its own discretion.

D.2 If the services also include the delivery of goods, it is stated that the Contractor bears the procurement and currency risk with regard to such goods and services.

## E. Remuneration

E.1 The Client shall owe the Contractor the consideration specified in the order for the fulfilment of the obligations in accordance with the contract.

E.2 If the parties agree to invoice on an hourly basis as part of the order, the Contractor must present the hours worked on a 15-minute basis as part of time recording and time presentations. The contractor must document the specific person in charge, the content of the work and the total work performed and submit this to the client as an accompanying document as part of the invoice audit.

## F. Incoming goods inspection

F.1 After delivery, the client shall only carry out a superficial check of the integrity of the packaging and - if possible and appropriate in individual cases - a count of the delivered products or packaging units in accordance with its incoming goods processes.

F.2 The Contractor shall inspect the goods as part of its normal course of business. The Customer shall notify the Contractor of any obvious defects identified during such an inspection within a reasonable period of time depending on the individual case; in this respect, the Contractor waives the defence that the complaint was not made immediately.

F.3 The client shall give notice of hidden defects within a period appropriate to the individual case after the client becomes aware of them; the moment at which a member of the management, a division manager, a plant manager or a head of department becomes aware of them shall be decisive.

## G. Packaging

G.1 The Contractor shall pack the goods properly and securely with regard to the specific transport in compliance with the relevant regulations (in particular in the area of foodstuffs). If their removal requires special care, the Contractor shall draw the Client's attention to this.

G.2 The Contractor shall ensure compliance with all laws, regulations and official requirements regarding the handling and disposal of packaging materials.

## H. Warranty and guarantee

H.1 Goods shall be deemed defective if they are wholly or partially defective at the time of delivery and/or during the warranty and guarantee period.

- a) show one or more relevant deviations from the agreed target specifications and/or
- b) do not fulfil a quality required by law or ordinance and/or may not be manufactured, imported, sold, operated and/or processed in the contract territory, Switzerland and/or the EEA for any other reason and/or
- c) violate an obligation, declaration, promise or guarantee of the Contractor in a contract, a framework agreement, the QAA if applicable, a specification agreement if applicable, these GPC or the applicable documents and/or
- d) pose a health risk to consumers and/or are physiologically harmful when used as intended and foreseeable.

H.2 The warranty and guarantee period ends after three (3) years from delivery in accordance with the applicable Incoterms.

H.3 In the event of defective goods, the customer shall be entitled to the statutory warranty claims at its own discretion.

H.4 The Client shall be entitled to assert warranty and guarantee claims against the Contractor within two (2) years of expiry of the warranty and guarantee period, whereby the date of receipt of the corresponding notification by the Contractor shall be decisive. The burden of proof that the goods were not defective upon delivery in accordance with the applicable Incoterms shall be borne by the Contractor.

## I. Liability

I.1 If the Contractor has culpably breached a contractual or statutory obligation, the Contractor shall reimburse the Client for all direct and indirect damages, costs, fines and other disadvantages incurred by the Client in this connection (including costs and penalties in the event of product recalls).

I.2 If the degree of fault can only be categorised as slight negligence, the Contractor's liability shall be limited to typically occurring damages up to the amount covered by the insurance confirmation submitted by the Contractor.

I.3 The Contractor shall be liable for the actions and omissions of its auxiliary persons in the same way as for its own actions and omissions.

## J. insurance

The Contractor undertakes to take out product liability insurance in a sufficient amount (depending on the value of the deliveries), at least in the amount of CHF 5 million or its equivalent in another currency. A confirmation of insurance must be submitted to the Client upon request.

## K. Audits

K.1 The Client reserves the right to audit the Contractor and/or its upstream suppliers at any time or to have them audited by third parties. Dates for regular audits shall be agreed by mutual consent. In the event of suspected quality deviations that are hazardous to health, the Client has the right to carry out unannounced audits. The Contractor acknowledges, accepts and ensures that the Client's customers may also carry out audits of the Contractor and/or its suppliers to the same extent.

K.2 The Contractor undertakes to authorise and enable the audits specified in point K.1 and to provide the necessary support.

K.3 The Contractor undertakes to ensure that direct suppliers of the Contractor are also subject to the obligations under K.1 to K.3 accordingly. The Contractor must ensure that both the Client and the Client's customers can audit any legal or natural person along the supply chain up to the original manufacturer of a raw material or output product, in particular with regard to compliance with the Supplier Code of Conduct (see point M.2).

#### L. Invoicing and conditions

L.1 The Contractor shall bear the procurement and currency risk with regard to all goods and services that it requires for the manufacture and delivery of the goods it purchases from the Client. The Contractor guarantees equal conditions (quality, availability, prices) for all items. Logistics costs must be shown separately and transparently in offers and calculations.

L.2 The Contractor shall also send invoices in electronic form to the e-mail address provided. Invoices shall be due for payment within thirty (30) days after receipt of a verifiable invoice that meets the requirements of a tax document in accordance with the applicable law in the contract territory and shows the value added tax separately, but at the earliest after expiry of a period of thirty (30) days after (i) p r o p e r delivery of the goods and (ii) receipt of all necessary documents by the Client. If the Client pays within 14 days after the start of the payment period, the Client shall be entitled to deduct a discount of 3% from its payments.

L.3 If an annual reimbursement has been agreed, the basis for determining the reimbursement is the total net sales of all companies of the Bell Food Group on the client side in a calendar year. The reimbursement is paid within eight (8) weeks of the end o f the calendar year.

#### M. Compliance

M.1 The Contractor undertakes to comply with t h e statutory provisions applicable to such a process when processing personal data. The Contractor has familiarised itself with the Client's privacy policy<sup>1</sup> and undertakes to b r i n g this privacy policy to the attention of its employees and subcontractors.

M.2 The Contractor undertakes to comply with the Bell Food Group Supplier Code of Conduct<sup>2</sup> in its business activities.

M.3 The Contractor guarantees that neither it, its shareholders/partners, members of the management/supervisory board nor persons who are authorised to legally or arbitrarily r e p r e s e n t the Contractor,

- a) are on a sanctions list that is binding for the EU, the EEA and/or Switzerland, and
- b) are persons who hold political functions or offices at federal or cantonal level in Switzerland or in c o m p a r a b l e structures in other countries.

#### N. Secrecy

N.1 The Contractor undertakes to treat all information and documents relating to a member of the Bell Food Group, its legal or elected representatives, shareholders, members of the Board of Directors / Supervisory Board, employees, customers, suppliers and/or other business partners as confidential and to use t h i s i n f o r m a t i o n and documents exclusively for the fulfilment of the obligations owed under this contract.

N.2 The following are exempt from the confidentiality obligation

- a) Information and documents which are publicly known at the time of signing this contract or which become publicly known after signing without breach of the duty of confidentiality and must be made available to a c o u r t o r authority; in such a case, however, the Contractor undertakes to limit the transmission of information and documents to the minimum permissible extent and to a n o n y m i s e and redact information.
- b) Information and documents that the Contractor is obliged to provide due to a mandatory legal order or a court judgement enforceable against it, or

#### O. Intellectual property

O.1 If the Client provides the Contractor with information, documents or objects that contain intellectual property, in particular know-how, r e c i p e s , graphics, slogans, claims and/or industrial property rights, the Client or its affiliated company reserves all rights thereto.

O.2 The Contractor hereby grants the Customer an irrevocable, n o n - e x c l u s i v e , unlimited and free-of-charge right of use to all documents, sketches, plans, manuals, files and other information which the Contractor provides to the Customer in connection with the fulfilment of the purchase contract in order to install, operate, m a i n t a i n , repair, integrate, expand or otherwise use the goods purchased by the Customer from the Contractor.

O.3 The Contractor guarantees that the goods and/or services supplied by it are free from third-party rights and that the purchase, processing, manufacture, packaging, advertising, resale to the Client and the purchase, processing, manufacture, packaging, advertising, resale by the Client do not infringe any third-party rights.

O.4 All deliveries and services that the Contractor provides to the Client in c o n n e c t i o n with the service owed must be free of third-party rights, in particular property rights, pre-emptive rights, liens, trademarks or patents. Insofar as the deliveries and services are encumbered with industrial property rights or c o p y r i g h t s , the Contractor must ensure that any rights of use and licences are granted to the Client irrevocably, geographically and for an unlimited period of time and free of charge.

#### P. Foreign trade law

P.1 Upon request, the contractor is obliged to n a m e the country of origin of the goods and to provide the certificates of origin required for export. He shall be liable for the a c c u r a c y o f his information. If the Client does not receive the required export licence, the Client shall be entitled to withdraw from the order.

P.2 In this case, the Contractor shall reimburse the Client for the costs and damages incurred and suffered by the Client as a result, insofar as the Contractor is responsible for the non-issuance of the export licence.

#### Q. Final provisions

Q.1 The law of the country in which the Client has its registered office under commercial law shall apply. If the Contractor owes the delivery of goods as part of its service, it is agreed as a precautionary measure that the application of the United Nations Convention o n Contracts for the International Sale of Goods (CISG) is excluded.

Q.2 Agreements must be made in writing; e-mails or a signature via electronic signing portals such as DocuSign satisfy the written form requirement. The same applies to a d d i t i o n s , amendments and ancillary agreements.

Q.3 The place of jurisdiction is the place where the client has its registered office under commercial law.

<sup>1</sup> Available at [www.bellfoodgroup.com/partner](http://www.bellfoodgroup.com/partner)

<sup>2</sup> Available at <https://www.bellfoodgroup.com/lieferanten/>