

General Terms and Conditions for Purchases made by Deutsche See GmbH

Article 1 General Terms, Scope

(1) These General Terms and Conditions of Purchase (GTCP) are valid for all business relationships between Deutsche See GmbH – hereafter referred to as Deutsche See – and their suppliers and service providers – hereafter referred to as Partners. The GTCP only apply if the partner is an entrepreneur (article 14 BGB) or a legal person under public law.

(2) The GTCP of Deutsche See, in their respective version, are also considered as framework agreement for future contracts without Deutsche See having to refer to them again in each individual case. The same applies to our Code of Conduct. The currently valid GTCP and Code of Conduct of Deutsche See can be viewed at www.deutscheseede.de/AEB, user: deutscheseede, password: AEB.

(3) These GTCP and Code of Conduct apply regardless of whether Partner manufactures the goods or buys them from suppliers (§§ 433, 651 BGB).

(4) These GTCP of Deutsche See apply exclusively. Diverging, adverse or additional terms and conditions of Partners shall only apply if Deutsche See confirms them in writing. This approval requirement shall apply in any case, even if deliveries of partners in the knowledge of their general terms and conditions are accepted without reservation.

(5) In particular cases, individual agreements with Partners (including collateral agreements, additions and amendments) are only given priority over these GTCPs if they have been agreed in writing or confirmed in writing by Deutsche See.

(6) Legally relevant declarations and notifications that are to be submitted by the Partner to Deutsche See after the conclusion of the contract are only effective if they have been expressly confirmed by Deutsche See.

Article 2 Conclusion of a Contract

(1) Only orders placed in writing are binding for Deutsche See. Prior to acceptance, Partner shall advise of obvious errors (such as typing and miscalculation) and incompleteness of the order including the order documents for the purpose of correction or completion; otherwise the contract is considered not closed. Changes to the order, verbal or telephonic agreements must be confirmed in writing.

(2) Partner is obliged to confirm the order by Deutsche See immediately in writing, but at the latest within a period of 7 working days. After expiry of the acceptance period, Deutsche See is entitled to an unrestricted right of cancellation.

Article 3 Deliveries and Services

(1) Partner is not entitled, without the prior written consent of Deutsche See, to have the service owed by it performed by third parties (such as subcontractors). Partner bears the procurement risk for its services, unless otherwise agreed in individual cases (for example, sale of goods in stock).

(2) The delivery within Germany takes place franco domicile at the address indicated by Deutsche See in the order. If the place of destination is not specified and nothing else has been agreed, the delivery shall be made to the registered office of Deutsche See in Bremerhaven, Maifischstraße 3-9. The respective place of destination is also the place of performance.

(3) For deliveries from outside Germany, the INCOTERMS in their respective valid version shall be deemed agreed. Deliveries shall always be made, unless otherwise agreed in writing, DDP Bremerhaven.

(4) Shipping and unloading are at the responsibility and risk of Partners, including the costs of packing material, transport security and pallets, freight, carriage and insurance, unless otherwise expressly agreed in writing.

(5) Immediately after dispatch, a shipping notification stating the date of shipment, type of packaging, package number, weight, number of pallets, order number and other necessary information must be sent by fax or electronically to Deutsche See. The same applies to the delivery note and copies of the commercial invoice. If these documents are missing or incomplete, Deutsche See is not responsible for the resulting delays in processing and payment.

(6) The risk of accidental loss and deterioration of the goods passes to Deutsche See upon delivery at the place of performance. If acceptance has been agreed for a delivery, this is decisive for the transfer of risk. In addition, the statutory provisions also apply in the case of acceptance. It is deemed equivalent to the handover or acceptance if Deutsche See is in default with the acceptance. The statutory provisions apply to the occurrence of default of acceptance.

Article 4 Delivery Period and Default of Delivery

(1) The delivery period indicated by Deutsche See in the order shall be binding. If the delivery period has not been specified in the order and has not been agreed otherwise, it must be delivered immediately. Partner is obligated to inform Deutsche See without undue delay in writing, if he can not meet agreed delivery times for whatever reason. In this case, a decision of Deutsche See must be obtained immediately. An extension of the delivery time is effective only with explicit written approval by Deutsche See.

(2) If Partner does not provide his services or does not do so within the agreed delivery period (delay), then the rights of Deutsche See shall be determined in particular to withdrawal and compensation according to the statutory provisions. The regulations in the following paragraph 3 shall remain unaffected.

(3) If Partner is in default, Deutsche See shall be empowered to settle a contractual penalty in the amount of 2% of the net price per started calendar month of delivery or performance delay up to a maximum of 10% of the net price of the delayed delivery. Deutsche See is entitled to demand the contractual penalty in addition to fulfillment and as a minimum amount of damages owed

by the partner in accordance with the statutory provisions; the assertion of further damage remains unaffected. Upon acceptance of the delayed performance, Deutsche See will enforce the penalty at the latest with the final payment.

Article 5 Prices and Terms of Payment

(1) The price stated in the order is binding. All prices include statutory VAT, unless otherwise stated. If not specified, the price agreed in writing between Partner and Deutsche See shall apply.

(2) Unless otherwise agreed in specific cases, the price includes all services and ancillary services of the Partner and all ancillary costs (for example, for proper packaging, transport including transport and liability insurance). Packaging material has to be taken back by Partners at the request of Deutsche See.

(3) Unless agreed otherwise, payment of the agreed price shall, in each case, be made within 30 calendar days from the completed delivery and service as well as receipt of a proper invoice that meets all the legal requirements. In the case of bank transfer, the payment has been duly made if the transfer order is received by the bank of Deutsche See before the end of the payment period; Deutsche See is not responsible for delays by the banks in the payment process. Deutsche See is entitled to pay by check or in any other appropriate way in the currency EURO. For payments, the place of performance is the registered office of Deutsche See in Bremerhaven.

(4) Should Deutsche See have contractually agreed to a down payment or prepayment for goods in individual cases, Partner is obliged by Deutsche See to prove to Deutsche See that it has completed an adequate prepayment guarantee. The guarantee can be provided as fidelity insurance with an insurance company based in Germany or by a bank operating in Germany (guaranteed credit). The guarantee must be provided to Deutsche See at the latest upon payment. Alternatively, a bank guarantee can be provided. If the contractual partner does not comply with this obligation, Deutsche See is entitled to withdraw from the contract. Further claims for damages remain unaffected.

(5) The rights of offsetting and retention as well as the plea of non-performance of the contract shall be legally due to Deutsche See. Deutsche See is in particular entitled to withhold due payments as long as it still has claims from incomplete or defective performance against Partners.

(6) Partner has a right of offsetting or retention only on the basis of legally established or undisputed counterclaims.

Article 6 Retention of Title

The transfer of the goods to Deutsche See must be carried out unconditionally and regardless of whether the purchase price has been paid. In the event that Deutsche See, on a case-by-case basis, accepts an offer for transfer of ownership by Partner which is subject to payment of the purchase price, retention of title shall at the latest expire upon payment of the purchase price for the goods delivered. In the ordinary course of business, Deutsche See remains authorized to resell the goods. All other forms of retention of title are excluded, in particular the extended retention of title and the retention of title extended to further processing and to claims arising from reselling the goods or the products.

Article 7 Defects and Liability

(1) In case of material and legal defects of the goods or services (including wrong and short delivery) and other breaches of duty by Partners, the statutory provisions shall apply, unless agreed otherwise in the following.

(2) Partner warrants that all delivered articles comply with the respective legal requirements.

(3) In case of breaches of duty by the contracting party according to article 7 (1) and (2), Deutsche See is entitled to demand 10% of the net value of goods - but at least € 1,000 - as flat-rate damages. The assertion of further damages and the exercise of warranty rights shall remain unaffected. Deutsche See is entitled to offset the lump-sum compensation against the purchase price from the respective invoice. In the case of warranty claims, Partner undertakes to reimburse Deutsche See for the costs arising from the processing of complaints and claims for defects.

(4) The statutory provisions (articles 377, 381 HGB) shall apply to the commercial obligation of examination and notification of defects, subject to the following conditions: Deutsche See's obligation to inspect is limited to defects which can be visually identified during in-house quality-control sample checks, including the delivery documents (eg transport damage, temperature damage, wrong delivery and short delivery). Moreover, it depends on the extent to which an investigation is feasible, taking into account the circumstances of the individual case in the ordinary course of business. The duty to give notice of defects discovered later remains unaffected. In all cases, the complaint (notification of defects) shall be considered without delay and in time if the contracting party receives it within 14 working days.

(5) If Partner does not comply with his obligation to remedy the defect at the discretion of Deutsche See by remedying the defect (rectification) or by delivering a defect-free item (replacement) within a reasonable period set by Deutsche See, Deutsche See shall be entitled to eliminate the defect themselves and demand compensation from Partner for the necessary expenses. If supplementary performance by Partners has failed or is intolerable for the Deutsche See (eg because of special urgency, operating safety hazard or imminent occurrence of disproportionate damages), no deadline is required. The contracting party shall be informed immediately of such circumstances, if possible beforehand.

(6) In case of a material or legal defect, Deutsche See is, in accordance with the statutory regulations, entitled to reduce the purchase price or the remuneration or to withdraw from the contract. In addition, there is a claim for damages and reimbursement of expenses in accordance with the legal regulations.

Article 8 Supplier's Recourse

(1) In addition to the claims for defects, Deutsche See shall have unrestricted entitlement to legally determined rights of recourse within a supply chain (regress against suppliers according to articles 478, 479 BGB). Deutsche See shall particularly be

entitled to demand precisely such kind of supplementary performance (repair or substitute delivery) from the Partner as they owe to their buyer on a case-by-case basis. The legal right to vote (article 439 (1) BGB) is not restricted by this.

(2) Claims of Deutsche See for supplier recourse also apply if the goods are sold by Deutsche See or one of their customers, eg processed into another product.

Article 9 Manufacturer's Liability

(1) If a manufacturer's liability claim is made against Deutsche See by customers or third parties pursuant to product liability and if Partner is responsible for this product damage, the latter shall indemnify Deutsche See from producer's liability resulting from the fault insofar as the cause of the fault is within the supplier's field of control and organisation and if the supplier is liable externally.

(2) Under his obligation to indemnify, the Partner must reimburse for Deutsche See any expenses pursuant to articles 683, 670 BGB which arise out of or in connection with any recourse taken by third parties including for recall campaigns. Deutsche See shall, to the extent possible and reasonable, notify the Partner of the content and extent of recall measures and give Partner an opportunity to comment. This shall be without prejudice to any further statutory rights.

Article 10 Antitrust Damage Claims

If Partner has demonstrably entered into an agreement that constitutes an unlawful restriction of competition under the German Act Against Restraints of Competition (GWB), he shall pay Deutsche See a lump-sum compensation in damages amounting to 15% of the net invoice amount of the invoices for deliveries or services within the period of anticompetitive agreement (without discount and sales tax). The proof of a higher or lower damage remains reserved to both contracting parties. The payment obligation also applies if the contract is terminated or already fulfilled. Other contractual or statutory claims for damages by Deutsche See remain unaffected. Such activities of Partners are equal to activities of persons commissioned or engaged by him.

Article 11 Limitation Period

(1) The reciprocal claims of the contracting parties expire in accordance with the statutory provisions, unless agreed otherwise in the following.

(2) The limitation periods of sales law apply for all contractual claims for defects to the extent permitted by law. If Deutsche See is also entitled to non-contractual claims for damages by reason of a defect, the regular statutory limitation period shall apply (articles 195, 199 BGB), unless the application of the limitation periods of the purchase right in individual cases leads to a longer limitation period.

Article 12 Special Conditions

Special conditions for delivery of **foods**:

(1) Deutsche See espouses environmentally compatible and sustainable fishing. In this context, Deutsche See supports in particular the function of the Marine Stewardship Council (MSC) and is already using raw material from MSC-certified fisheries in many product areas. Deutsche See prefers MSC-certified partners as well.

(2) Partner undertakes to comply with the control instructions issued by the European Federation of the Fish Industry and Fish Wholesaling Trade (AIPCE / CEP) in their current form when procuring the goods for his delivery.

(3) Partner warrants that the products he supplies comply with the provisions of EU regulations on illegal, undocumented and unregulated fishing.

(4) The goods are in accordance with the contract if they comply with the specifications and other information given by Deutsche See before or upon conclusion of the contract / order and if they comply with the generally accepted rules of food production and the relevant German and European food law regulations in their current versions (eg LFGB [The German Food and Feed Code], Regulation EU no 1169/2011, Guidelines of the German Foodstuff Code [Leitsätze des Deutschen Lebensmittelbuchs]).

(5) The contracting party guarantees compliance with agreed product specifications as a condition. The contracting party guarantees in particular that

- a. the food has not been treated with banned or unauthorized substances,
- b. the foodstuffs contain notably no pharmacologically active substances (eg antibiotics, nitrofurans, dioxins etc.),
- c. other treatment methods (for example washing with edible acids or the like) may only be carried out with the prior consent of Deutsche See,
- d. no products are supplied which contain additives within the meaning of the Order on the approval of additives and the Order on the marketing of additives or which have been treated with such additives, and
- e. the products supplied are free of genetically modified ingredients, additives and / or excipients. For ingredients derived from soya, corn, rice or cotton, the raw materials of these ingredients, additives and / or excipients may be derived exclusively from certified cultivation. The limit values of Regulation (EC) no 1829/2003 and 1830/2003 apply.

Special conditions for the delivery of goods of all kinds except food:

(6) The goods are in accordance with the contract if they correspond to the specifications and potential applications defined by Deutsche See before or at the time of the conclusion of the contract / order. Partner guarantees compliance with agreed product specifications as a condition. Partner guarantees that all delivered articles comply with the respective legal requirements, in particular that the goods have not been treated with banned or unauthorized substances.

(7) The product descriptions which, in particular through designation or reference in the order, are the subject matter of the respective agreement, or which were incorporated into the agreement in the same way as these GTCP, are regarded as an agreement as to the properties in each case.

(8) Unless otherwise agreed, the supplier warrants that all items delivered and all services provided comply at least with state-of-the-art technology (eg CE, VDE, EN - IEC standards), the relevant German and European legal provisions (eg REACH-VO) as well as the regulations and guidelines of authorities, professional associations and trade associations.

(9) Partner guarantees that the production and the usage of all items delivered as well as the final disposal of such items will be as small a burden on the environment as possible with today's best available technology. When purchasing electrical machines and systems, their energy consumption is important to Deutsche See. In this respect, Partner guarantees compliance with the provisions of the Ecodesign Directive and the German directive "Energieverbrauchsrelevante-Produkte-Gesetz" (EVPG = German Energy-using Products Act) in the currently valid version

(10) Partner shall be obliged to add the imprint "Grüner Punkt" (Green dot - German recycling logo) accordingly at his own expense to all goods (packages) delivered. Partner exempts Deutsche See from possible claims asserted by Duales System Deutschland GmbH in this context. Furthermore, Partner shall be obliged to take back all packaging material at the place of performance or to participate in a waste disposal system at own expense.

(11) In case of material and legal defects of the goods or services (including wrong and short delivery, improper installation or faulty assembly, operating or operating instructions) and other breaches of duty by Partner, the statutory provisions apply, unless agreed otherwise in the following.

(12) In accordance with the statutory provisions, Partner is particularly liable for the fact that the purchased item or the work to be manufactured has the agreed quality (specification) at the time of the passing of the risk. This liability also includes the possible applications that can be identified from the order or communicated in parallel.

Special Conditions for Contracts for Work and Services (Werk- und Dienstleistungsverträge):

(13) Partner undertakes to comply with the provisions of the Law on the Regulation of the Minimum Wage (MiLoG) when fulfilling the order given by Deutsche See. Partner further warrants obliging the subcontractors and contracted distributors, who may have been commissioned by him to the same extent.

(14) Partner undertakes to indemnify Deutsche See against all claims of third parties, in particular claims of its employees, claims of possible subcontractors or claims of employees of the subcontractor in connection with the order it has issued. This obligation to release claims also applies explicitly to claims of social insurance institutions and / or tax authorities.

(15) In addition, the specific, individual contractual agreements apply. An employment contract between the contracting parties is not intended and will not be substantiated. Partner is responsible for the social insurance or tax-related expenses and releases Deutsche See from any obligations. Partner is free to work for other clients.

Article 13 Force Majeure

In cases of force majeure or disruptions in their performance due to pandemics, epidemics or state-imposed quarantine, e.g. due to the corona pandemic or similar events, the contractual partners shall be released from their performance obligations for the duration of the disruption and the scope of its effect, even if they are in delay. This does not entail an automatic termination of the contract. The contracting parties shall be obliged to notify each other of such an obstacle and to adapt their obligations to the changed situation in good faith.

Force majeure shall be defined as any unforeseeable event beyond the control of a contractual partner which prevents a contractual partner from fulfilling its obligations wholly or partly. The impossibility of obtaining means of transport, strikes and lockouts equates with a case of force majeure.

Article 14 Data Protection

Information on data protection is available at <https://www.deutscheseesee.de/datenschutz>.

Article 15 Confidentiality

(1) Partner is committed to ensuring privacy of all business and company secrets. He furthermore undertakes not to disclose business and trade secrets, which become known when the orders are fulfilled, to third parties unless it is absolutely necessary to fulfill the orders.

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(2) Partner ensures that data carriers - of whatever type - containing the business and trade secrets of Deutsche See may be copied only to the extent which is absolutely necessary to fulfill the contract and that they are returned entirely to Deutsche See after the completion of an individual order or upon termination of the contractual relationship, unless their retention is not required for tax and commercial law reasons. A right of retention on data carriers - of whatever type - is excluded. Files that are no longer required must be deleted irrevocably.

(3) Partner is liable to Deutsche See for any damage resulting from the disclosure of business and company secrets or data carriers to third parties for which he is responsible. In this respect, he is also liable for the behavior of his employees and for his own behavior. Persons working on behalf of the partner are also considered employees.

Article 15 Place of Performance and Jurisdiction

(1) The exclusive place of jurisdiction for all claims and / or disputes arising from or on the basis of the business relationship with Deutsche See is Bremerhaven. The same applies to persons who have no general place of jurisdiction in Germany or persons who have relocated their domicile or habitual residence outside of Germany after conclusion of the contract or whose domicile or habitual residence is not known at the time the complaint is filed.

(2) Place of fulfillment is Bremerhaven or the place of destination according to article 4.

(3) All contractual relationships are governed by German law - with the exception of the UN Sales Convention and with the exception of provisions of international private law possibly referring to another legal system.