

## General Terms and Conditions of Business (GTC)

Valid from October 2023

MDM Dreyer AG (hereinafter referred to as MDM) is active in the international food trade both as a proprietary trader and as an agent and distributes various raw, semi-finished and finished products as well as refinements.

### 1. Validity of the GTC

Our GTC apply exclusively to all contracts concluded by us. We shall only be bound by deviating GTC of our customers if we have expressly agreed to them in writing. These General Sales and Customer Protection Terms and Conditions apply to all business relationships between MDM and its suppliers. Deviating regulations require the written form. The customer shall accept our General Terms and Conditions of Business at the latest upon receipt of our first delivery, even if the customer referred to its own General Terms and Conditions of Business upon conclusion of the contract and we have not objected to them.

### 2. General

All our offers are subject to confirmation. A contract shall only be concluded upon written order confirmation. Further agreements as well as changes and additions to the contract are only effective after written confirmation.

### 3. Prices

Our prices are exclusive of the statutory value added tax. MDM shall be entitled to demand from the customer, in addition to the contract price, all price increases for the expenses necessary for the delivery, insofar as these are not included in the contract price in accordance with INCOTERMS 2010. These include expenses for export and import duties such as customs duties, taxes, storage costs, freight costs, shipping charges, insurance premiums and the like. If it is contractually agreed that the prices are based on a certain exchange rate, an exchange rate change range can be specified, according to which the prices can be adjusted in the event of deviations.

### 4. Terms of payment

The terms of payment listed in our order confirmation shall apply. A set-off or other retention of payments due to counterclaims is only permissible in the case of claims recognized by us or established by a court of law. In the event of default on the part of the customer, we shall be entitled to charge default interest of 2.5% without proof. If the customer is in default of payment, all our claims arising from the business relationship with the customer shall become due for payment immediately. Default of payment as well as changes in the customer's circumstances which endanger the payment of the goods on our part entitle us to withdraw from the contract; the assertion of claims for damages is expressly reserved. Instead of withdrawal from the contract, the provision of appropriate securities may be demanded.

### 5. Delivery times and weights

The aim is always to meet the agreed delivery deadline as far as possible. The customer shall be informed in advance of any deviations. If the customer is dependent on a specific delivery date being met, this must be expressly agreed. Small deviations in quantity of up to max. 10% +/- may arise in the case of customer-specific production and must be accepted by the customer unless expressly stipulated in the order confirmation.

### 6. Partial deliveries

We are entitled to make partial deliveries. In the case of contracts whose execution extends over a longer period, each delivery shall be deemed to be a separate transaction; a defective or untimely delivery shall not affect the part of the contract that has not yet been fulfilled.

### 7. Call-off

If, in the case of delivery on call, the customer does not call off the goods within the agreed period, the customer may be granted a period of grace for calling off the goods. After the fruitless expiry of this grace period, the goods can either be dispatched and invoiced without being requested or the contract can be rescinded or compensation for non-performance can be claimed.

### 8. Shipping / transport insurance

Our transport liability is based on the agreed INCOTERMS 2010. All goods shipped on our invoices are covered by our transport insurance. However, this does not apply if we follow a shipping instruction given to us by the customer. Transport damage and complaints must be reported to us in writing immediately upon receipt of the goods. They can only be accepted if a corresponding note is made on the carrier's delivery note. We, or our transport insurer or his representative, have the right to carry out an assessment of the damage.

### 9. Delivery and acceptance

After unconditional acceptance of the goods by the transport person (forwarding agent, railway, or other transport company) or by the customer's personnel, any subsequent complaint due to the external condition (packaging, leakage, etc.) is excluded. The weight stated by us upon delivery shall be decisive. However, the customer may request a weighing at his own expense. Complaints about deviations in weight can only be made immediately after receipt of the goods and only if they have been ascertained immediately and faultlessly.

### 10. Sale according to sample

In the case of a sale by sample, unless expressly agreed otherwise, the properties of the sample shall not be deemed to be warranted, but the sample shall be deemed to be an illustrative piece in order to be able to assess the general character of the goods.

### 11. Delivery time and delay

All our deliveries are subject to the correct, complete and timely prior delivery of the products by our suppliers (self-delivery) as well as subject to unforeseen events such as force majeure, transport delays, operational disruptions, etc. This also applies to the supply of the raw and auxiliary materials required for the manufacture of the goods. If MDM defaults on a delivery obligation by issuing a reminder, our customer shall be entitled, after the fruitless expiry of a reasonable period of grace granted to us, either to withdraw from the contract or to demand reimbursement of its damages caused by the default to a maximum of 10% of the price of the goods whose delivery we have defaulted on. Any further claims (of whatever kind) of the customer, namely consequential damages, are excluded.

### 12. Conformity of the goods with the food and feed law

Insofar as MDM supply foodstuffs and/or feedstuffs within the meaning of Swiss and/or European food law, only the requirements of Swiss food and feed law shall apply to the goods supplied by us within Switzerland and only the requirements of the directly applicable European food and/or feed law regulations (ordinances) shall apply to the goods supplied by us to the EU. Compliance of the goods delivered by us with the food and/or feed law requirements of other jurisdictions is only guaranteed in the event of a corresponding special agreement between the customer and us.

### 13. GFSI recognized food safety standards

When selecting and approving our producers and suppliers, we give preference to those suppliers who are certified according to a GFSI-recognized food safety standard, preferably IFS Food or IFS Broker, as part of our own certification process.

### 14. Organic products

- a) If the delivery of "organic" products is agreed between the parties, this means, in the absence of any other agreement, in principle the requirements of the Swiss Ordinance on Organic Farming and the Labelling of Organically Produced Products and Foodstuffs (Organic Ordinance; SR 910.18) and/or Regulations (EC) No. 834/2007 and 889/2008. We do not guarantee the conformity of the goods with the requirements of the Swiss Organic Farming Ordinance and/or Regulations (EC) No. 834/2007 and 889/2008 or with any other "organic" standard agreed between the parties.
- b) If we agree with a customer on the delivery of "organic" products in accordance with paragraph a), this shall mean, in the absence of any other agreement, that the goods have been manufactured from products that have been labeled as "organic" products by our upstream supplier in the appropriate manner. In

the event of the unchanged resale of "organic" products within the meaning of paragraph a), this means that the goods have been labeled as "organic" products by our supplier in the appropriate manner.

- c) Should it transpire that the goods delivered to the customer are not in fact a product within the meaning of paragraph a), we shall only be liable for any damage arising therefrom if we are at fault. In all other respects, the provisions in Clauses 17 and 18 shall apply.

#### **15. Supply of pharmaceutical raw materials**

If MDM supplies raw materials for medicinal products, the requirements of the Swiss and European Pharmacopoeia in the version valid at the time of delivery shall apply to the goods supplied by us.

#### **16. Labeling requirements**

We do not assume any labeling obligations beyond the mandatory statutory provisions applicable to our respective delivery. Unless otherwise agreed, we are not obliged to label the components of our goods in accordance with any further legal provisions applicable to the customer and/or its (end) product and/or to draw the customer's attention to the relevant circumstances in accordance with these provisions.

#### **17. Information and advice**

All information and advice are given to the best of our knowledge and belief. We are not liable for any advice given to the customer, regardless of its nature, which is always without obligation. Our verbal and written technical application advice does not release the customer from his own responsibility to check our products for their suitability for the intended processes or purposes and the risk of infringement of any third-party property rights.

#### **18. Warranty**

We grant that the goods delivered by us comply in principle with Swiss legislation, unless other legislation and or more extensive private law provisions have been agreed in writing. To the exclusion of all other claims for performance, warranty and damages, we shall be liable for defects in our delivery as follows:

- a) The customer must check immediately - if necessary by means of a test processing - whether the delivered goods are faultless. If he fails to do so, the goods shall be deemed to have been approved within the meaning of Art. 201 Para. 2 of the Swiss Code of Obligations and we shall not be liable in any way. Open defects must be reported immediately upon receipt of the goods, hidden defects immediately upon their discovery, but no later than 3 months after delivery. Any liability on our part shall lapse for goods which have been further processed or resold without our consent either with an obvious defect or after discovery of a hidden defect.
- b) For defects duly notified in due time, we shall provide warranty at our discretion either by reduction of the agreed price or by delivery of faultless replacement goods or rectification. For the replacement goods or rectification of defects, we shall only provide a warranty to the same extent as for the original delivery.
- c) If a replacement delivery or rectification granted by us due to a defect in the delivery becomes impossible or is not duly fulfilled in good time, the customer shall be entitled to withdraw from the contract after setting a deadline. In this case, Clause 11 shall apply mutatis mutandis.
- d) If the defect or the lack of a warranted quality is due to the delivery or performance of a sub-supplier, our liability shall be limited to the assignment of the claims to which we are entitled against the sub-supplier(s). We shall assign our claims to the customer upon first request. If the customer's claim against the sub-supplier should fail, the customer shall be entitled to make a claim against us on behalf of the customer in accordance with the above provision (para. 17a to d).

#### **19. Other liability**

Any other liability on our part beyond the aforementioned clauses 11

to 17, for whatever legal reason, in particular for warranty, delay, impossibility, positive breach of contract, culpa in contrahendo and tort, shall be excluded, except in cases of gross negligence or breach of an obligation essential for achieving the purpose of the contract. The same applies to damages due to the breach of an obligation essential for the achievement of the purpose of the contract, which is only based on simple negligence. The liability based on the Product Liability Act remains unaffected.

#### **20. Retention of title**

Until payment of all claims arising from the business relationship, including any refinancing or reverse bills of exchange, MDM shall retain title to its deliveries of goods, which may only be sold in the ordinary course of business. By processing these goods, the Buyer shall not acquire ownership of the wholly or partially manufactured goods; the processing shall be carried out free of charge exclusively for the Seller. Should the retention of title nevertheless lapse due to any circumstances, MDM and the Buyer agree already now that the ownership of the items shall pass to the Seller upon processing, who shall accept the transfer. The Buyer shall remain their custodian free of charge. The buyer hereby assigns to MDM the claim from a resale of the goods subject to retention of title until all claims have been settled, even to the extent that the goods have been processed.

#### **21. Place of performance**

The place of performance for all mutual obligations shall be Bern.

#### **22. Place of jurisdiction**

For all disputes arising from the contracts concluded, Bern is agreed as the exclusive place of jurisdiction.

#### **23. Application of law**

Swiss law shall apply exclusively to the exclusion of international private law and the International Sales Convention (CISG).