

1 Scope of Application

These General Business Conditions ("GBCs") shall apply between the client (any of the companies of the Kaufland Group) and a supplier. Any other business conditions, in particular, the supplier's business conditions, shall apply only where the client has expressly approved them in writing. These GBCs shall also apply to any contracts awarded in the future, even if the client does not expressly refer to them in the awarding of a particular contract.

2 Place of Performance

The place where the supplier shall deliver its performance shall be arranged in the conclusion of the contract or in the order. If no such place has been arranged, the client shall be entitled to specify it at its discretion. The client shall also be entitled to designate its registered address as the place of performance.

3 Delivery of Performance

The supplier shall deliver performance in compliance with all laws and official regulations and with all obligations ensuing from the collective agreements (e.g. payment of wage in compliance with the collective arrangements). The supplier guarantees that it holds all (official) permits and licences that are necessary to perform its work. The supplier shall adhere to accepted technique rules, economy and purposefulness principles, European standards, all national standards and regulations pertaining to injury prevention, or the manufacturer's regulations. The supplier shall use solely substances, (construction) materials, or components free of any known pollutants (contaminants) which pose a threat to the wholesomeness of foods or are detrimental to health or the environment.

4 Liability for Defects

Unless stipulated otherwise, the supplier shall be liable for defects pursuant to general laws.

The supplier guarantees that the provided performance is free of any third party rights. In the event of legal defects in the provided performance for which the supplier is responsible, the supplier shall provide the client with compensation for claims asserted by third parties in relation to the infringement of their rights. The compensation shall include, in particular, the reimbursement of the cost of the court or out-of-court settlement.

5 Self-implementation of contract or implementation through subcontractors

The supplier shall be entitled to hire third parties, such as subcontractors or independent workers, only with the client's express written consent. The supplier must ask for this consent when the contract is concluded. The client shall refuse the consent only for a factual reason.

The supplier shall be responsible for the quality of the services provided by its subcontractors. If a certain subcontractor is suspected to not be delivering the agreed performance in compliance with the conditions of a particular contract, the client shall be entitled to demand that this subcontractor is excluded from the implementation of the contract. This requirement shall apply, in particular, when the delivery period has not been observed repeatedly, i.e. more than once.

If the supplier hires a subcontractor, it unconditionally undertakes to incorporate, for the purpose of safeguarding reliable performance, the obligations ensuing from the contract, the laws, or the collective agreements in the contract with the subcontractor. In addition to this, the supplier undertakes to carry out regular and unlimited checks of the observance of all these arrangements and regulations/provisions on the part of all hired subcontractors.

6 Reservation of Payments

No reimbursement of an invoice shall mean a waiver of the rights resulting from late performance or that a contract has been awarded for the delivery of performance or that such performance is complete or flawless. The client shall be entitled to suspend payments until due performance is delivered.

7 Obstacles to Performance / Suspended Performance

If there is an obstacle on the supplier's part preventing the supplier from delivering due performance or if, for this reason, the supplier has interrupted his performance, it shall be obliged to notify the client of this fact in writing without delay, stating the reason for, and the duration of, the obstacle. If the performance is delayed due to fault on the supplier's part, the supplier shall be obliged to propose and actively initiate the implementation of immediate corrective measures leading to an expedited resolution of the arisen situation. No usual weather conditions which the supplier must have counted on in the conclusion of the contract shall be considered as an obstacle to the provision of performance.

8 Assignment

The supplier may assign the claims or rights ensuing from the contract to third parties with the client's prior written consent.

9 Legal Successorship / Transfer of Contracts

The client shall be entitled to assign at any time the rights and obligations ensuing from the contract to another company of the Kaufland Group ("Contract Assignment"). The supplier hereby agrees with the Contract Assignment. The Contract Assignment shall come into force towards the supplier at the latest when it is communicated by the client to the supplier in writing.

10 Set-off and Right of Retention

The Contracting Parties shall be entitled to carry out a set-off, invoke the right of retention, or object to the non-fulfilment of the contract provided that their mutual claims have conclusively been ascertained, if a conclusive decision can be made in respect of these claims, or that they have been acknowledged or are indisputable.

The client shall be entitled to carry out a set-off against claims towards the supplier which belong to another company of the Kaufland Group and which such company has assigned to the client for settlement where the client's receivable is undisputable.

11 Confidentiality

The Contracting Parties undertake to maintain for an indefinite period confidentiality in respect of all confidential information and documents, for example, in respect of their companies' conditions, strategies, information, and goals or in respect of the personal data they have learnt about prior to, during and after their cooperation. This shall apply to all information which is identified as confidential or which can clearly be identified as corporate information and trade secret. An exception to the confidentiality obligation shall be information which is known to the other Contracting Party already at the moment of its disclosure, is public, or has been lawfully obtained by third parties and information communicated to authorities and public bodies in compliance with the applicable laws.

12 No Promotion

The supplier shall not be allowed, without the client's prior written consent, to publish the client's names, trademarks, and other protected signs, as well as information on the cooperation with the client or other client-related information for promotional purposes. The supplier shall be obliged to maintain confidentiality towards media in respect of all information, documents, and business matters learnt about during its cooperation with the client or obtained or to be obtained solely for the purpose of delivering the agreed performance.

13 Title and Obligation to Return

All documents provided by the client are and shall remain to be the client's property. These documents and all their copies and all data saved on data carriers shall be returned or destroyed (shredded) at the client's request when the contract is terminated or during the contract period. The obligation to destroy (shred) this information shall not apply only in the cases as stipulated in the laws.

14 Protection of Personal Data

The Contracting Parties shall observe the laws pertaining to personal data protection. The supplier undertakes, in particular, to make its workers charged with implementing contractual tasks and activities observe and respect confidentiality of personal data. Where the supplier collects, processes, or uses personal data by virtue of the client's authorization, the Contracting Parties shall be obliged to conclude in advance an amendment regulating the details of the collection, processing and use of personal data carried out by virtue of the client's authorization.

15 Compliance with legal and ethical standards and prohibited provision of benefits

The Contracting Parties agree to comply with the applicable laws in the pursuit of all of their business activities ("compliance").

In particular, corruption and other economic crime activities shall be excluded from the mutual business relationships. For the purpose of achieving the contractual goals, the Contracting Parties shall not offer, promise, demand, or provide workers and their close persons with, personal gifts or other (even corporate) favours through which an unfair, dishonest or inadmissible benefit of whatever nature or value can be obtained.

For this reason, the Contracting Parties guarantee to comply with all laws and regulations, among other things, also those pertaining to corruption, competition protection, and personal data protection, applicable to the spheres and matters for which they are responsible.

If there are indications that any of the Kaufland companies or the business relationship may be harmed as a consequence of a criminal act, the supplier may, even anonymously, inform Kaufland's business management either through its manager responsible for compliance with legal and ethical standards or through an external attorney-at-law (confidant) or may use the online reporting system available on Kaufland's website. Confidentiality is guaranteed in these cases and identity shall be disclosed only with the affected subject's express consent. Further information and details regarding this issue are stated on Kaufland's website (www.kaufland.com/compliance-kaufland.html) under 'About Us/Compliance' where more detailed information can be obtained.

16 Written Form

Any change in, or any amendment to, the contractual relationship or this clause shall be made through both Contracting Parties' written consensual declarations to be valid and effective.

17 Governing Law

The governing law shall be the law of the country of the client's registered address. The application of the UN Convention on Contracts for the International Sale of Goods shall be expressly excluded.

18 Competent Court

The court having jurisdiction shall be the court according to the client's registered address, unless the laws or other regulations stipulate otherwise.

I agree with the text of these GBCs and declare to have understood them and to accept them in their entirety, including the provisions of Articles 3, 8 to 10.

.....
Supplier's signature