



General Purchase Conditions

for suppliers (contractor)
of goods and services

F 7.4-1

Page 1 of 9

1. Validity of the conditions of purchase

1.1. These general conditions of purchase and any additional special purchasing conditions govern the relationship between the contractor (supplier) and Wojnar's Wiener Leckerbissen Delikatessenerzeugung GmbH. Any changes require written agreement or a prior consultation with the purchase department.

1.2. Contractor's conditions (e.g. offers, sale conditions) are only applicable if agreed to in writing by Wojnar.

1.3. If the contractor's offer documents are referred to in the order from Wojnar this does not constitute any recognition of the contractor's commercial terms and conditions.

1.4. These general conditions of purchase from Wojnar are considered as acknowledged at the latest at the start of the execution of the order by the contractor.

1.5. These purchase conditions apply to all of Wojnar's future orders even if they are not sent to the contractor or are not referred to again. Wojnar are not bound by any of the customer's deviating terms and conditions.

2. Offers

1.1. Contractor's offers are free of charge and not binding for Wojnar even if they are given upon request of Wojnar. On the acceptance of the offer the contractor must explicitly point out any deviations to the request. Offer documents will not be returned, samples will not be refunded.

1.2. A current specification as well as all supplier's certificates must be made available to Wojnar at the time of the offer.

3. Order

3.1. By the delivery of the ordered goods the contractor accepts Wojnar's order and its related purchasing conditions.



General Purchase Conditions **for suppliers (contractor)** **of goods and services**

F 7.4-1

Page 2 of 9

3.2. Agreements, changes or additions that are agreed upon with Wojnar employees who are not authorised to do so, are only valid if they have been expressly acknowledged by Wojnar. Authorised representatives are the head of the purchase department as well as the bodies of the company registrar and their deputies.

3.3. The order date is to be included in all documents related to the order:

4. Prices

4.1. The agreed prices are fixed prices excluding VAT and including all related contractor expenditures in connection with the fulfilment of the delivery and performance. Specifically the prices include all costs for transport, packaging, customs duties and fees related to the goods and services of the contractor. Wojnar will only carry the costs which have been expressly listed in the order as their responsible costs. The conditions of the main order apply to any extensions or additions to orders, as well as orders for spare parts.

4.2. Price changes which are to the detriment of Wojnar must be announced in writing at least 3 months in advance.

4.2. In so far as the order does not state any other regulation pricing is in accordance with Incoterms 1990 free to named location.

5. Methods of payment

5.1. Invoices are to be submitted after the shipment of the goods stating the delivery note number and delivery date. Invoice copies and partial invoices are identified as such. All invoices must show the VAT separately.

5.2. Invoices showing formal, factual or computational flaws or errors, do not cause a payment obligation for Wojnar until corrected and in the case of major deficiencies may be returned by Wojnar within the payment period. In this case, the payment period starts only with the receipt of the corrected invoice. By poor performance Wojnar is entitled to withhold the payment entirely and without any loss of rebates, discounts, or similar payment benefits until the order has been correctly fulfilled.

5.3. Wojnar will make payment to the recipient bank specified on the invoice. The bank details, including the IBAN and BIC codes must be specified on all invoices.



General Purchase Conditions for suppliers (contractor) of goods and services

F 7.4-1

Page 3 of 9

5.5. Wojnar is entitled to offset demands of the contractor with the contractors demands, even if Wojnar's demands are not yet due or are to be paid in a currency other than the contractor's required payment currency.

5.6. Payment does not acknowledge the correct supply and thus is not to be taken as a waiver by Wojnar of future claims. These apply in cases of deficiencies against the warranty, guarantee and compensation.

6. Delivery, shipping, packaging

6.1. The delivery must correspond exactly with Wojnar's order in scope and distribution in partial deliveries, changes are allowed only after consultation with the respective purchaser.

6.2. A duly completed delivery note must be attached to all deliveries.

6.3. Partial and outstanding or sample deliveries are to be identified as such.

6.4. The delivery address specified in the order, as well as the specified delivery times are binding. Preliminary or partial deliveries, as well as increased or reduced quantities are possible only with Wojnar's prior consent. Any resulting costs shall be borne by the contractor. The goods will not be accepted by Wojnar if they do not correspond with the specifications or the order. All deliveries shall be deemed as "taken with reservation". Wojnar has no obligation whatsoever to check the contractors information with the regards to quantity identification testing.

6.5. The delivered goods must be customary and properly packed. When using containers and pallets, the delivery takes place on standardised units; the return or exchange of pallets and containers is carried out at the expense and risk of the supplier. All delivered units would be exchanged if nothing to the contrary was recoded at the acceptance of the goods by Wojnar.

6.6. Wojnar's determinations regarding weight and quantity of the delivered goods are final.

6.7. The contractor is required to timely and correctly present the corresponding legal documents applicable at Wojnar's location (e.g. movement of goods certificates, certificates of origin, goods certificates etc.). If this is a legal requirement it is to be carried out without any corresponding agreement or request.



General Purchase Conditions for suppliers (contractor) of goods and services

F 7.4-1

Page 4 of 9

6.8. Wojnar may reject without question any goods that have a short expiration date.

7. Delivery, penalties

7.1. Agreed delivery periods and delivery dates are to be strictly adhered to.

The acceptance of the goods takes place Monday to Thursday from 6:00 to 14:00, Friday from 6:00 to 12:00 unless otherwise agreed in writing.

7.2. The delivery dates given on our orders are considered as fixed.

7.3. The contractor must inform Wojnar immediately if he cannot meet the agreed delivery deadlines and delivery dates, indicating the expected duration of the delay. At his own expense the contractor shall take all appropriate measures to keep delays as low as possible. The intended measures shall be communicated without delay. The responsibility of the contractor for the timely performance of the contract will not be affected.

7.4. In case of default by the contractor Wojnar can demand, according to its choice, the performance of the contract and compensation for damage due to delayed performance or if there is any impact to the company's business they may withdraw from the contract without notice and claim for damages for non-performance.

8. Transfer of risk, transfer of ownership

8.1. Risks are in accordance with the regulations of Incoterms 1990.

8.2. The ownership of the goods delivered is transferred to Wojnar concurrently with the payment of the purchase price. Wojnar will not acknowledge any extended retention of title (e.g. extended retention of title with advance assignment of claims as well as current account or group reservation).

9. Defects and warranty



General Purchase Conditions **for suppliers (contractor)** **of goods and services**

F 7.4-1

Page 5 of 9

9.1. The contractor guarantees that the contractual products and services with regard to the suitability of supplies and services for the specific requirement (agreed, announced or assumed use) meet in all circumstances (particularly food legislation) with the legal regulations and the criteria of the "International Food Standard" IFS in the version which is valid at the time of performance of the contract or is published and with the ÖNORM standard, the German industrial standards (DIN) and any other standard technical regulations. The contractor's guarantee obligation applies to all goods it delivered, even if the goods or parts of them were not manufactured by the contractor. The period mentioned commences anew after elimination of a defect and after each repair attempt by the contractor. Unless a longer warranty period is not required by law, the guarantee period is no longer than 24 months. If an expiration date according to point 6.8. is over a period of 24 months, the guarantee period is extended to the expiration date. The guarantee period is interrupted by any written notice of defects.

9.2. If a product is defective, the delivery shall be deemed as not provided and Wojnar may request to choose an immediate replacement or repair or price reduction or rescission of the contract as well as damages instead of improvement - even with minor defects. During the guarantee period Wojnar is entitled to return deliveries, when their use is objected to by the authorities because of the danger to health or safety.

9.3. The contractor waives the objection of late notification of defects. The obligation to complain in accordance with §§ 377 f HGB is hereby expressly waived. A complaint can be made at any time, in particular for hidden defects. The statutory time limits for the judicial enforcement of claims commence with the end of the guarantee period.

9.4. If a defect is based on circumstances caused by the contractor, or if the supplied goods lack a guaranteed property, the contractor is liable for consequential damages arising from the use of its product or its work. The contractor shall indemnify Wojnar comprehensively for any claims resulting from a third-party.

9.5. On the request of Wojnar the elimination of the defect has to be carried out promptly. The elimination of the defect must be carried out, where necessary - in compliance with the labour laws - in multiple shifts by overtime or Sundays and holidays.

9.6. If defects appear again within the guarantee period despite replacement, either on the same or different parts of the delivered goods, the contractor is obligated to resolve the defect and the causes of the defects by suitable measures, e.g. changes to the manufacturing process, composition of goods, etc.



General Purchase Conditions for suppliers (contractor) of goods and services

F 7.4-1

Page 6 of 9

9.7. The contractor guarantees that beyond the legal provisions the supplied raw materials and packaging materials contain nothing more than the technically unavoidable incidental or auxiliary materials and are free from contaminants, foreign bodies, and pests. Furthermore the contractor guarantees that the raw materials are hygienic, in a safe condition and do not contain prohibited or physiologically harmful substances. They also do not contain any substances that when used can cause a food regulation declaration obligation and they do not contain substances which have not been specified in the quotation or contract documents.

9.8. On the request of Wojnar the contractor must provide free of charge and within a reasonable period of time certificates, reports and evidence created by an accredited authority, in particular for any legal representation. If Wojnar is forced to arrange such evidence itself the costs shall be borne by the contractor. This applies in particular to all supporting documents and expenses in the case of the non-compliance of the delivery.

9.9 Should the contractor become aware of incidents later which could justify a non-compliance of a delivery which has already taken place, the contractor is obliged to immediately inform Wojnar of any findings of this sort.

9.10. The contractor is obliged to reimburse any expenses arising out of or in connection with a recall action carried out by Wojnar, which was due to a defect in the delivery. Wojnar will inform the contractor regarding the content and scope of the recall measures as far as it is possible and reasonable - and give the contractor the opportunity to comment.

10. Product liability

10.1. The contractor shall indemnify Wojnar according to PHG (product liability law) for any product liability claims to the extent that the product's defect is within the scope of responsibility of the contractor. Any limitations of the contractor's liability pursuant to the product liability law as well as any limitations of rights and claims according to this law or other related claims for damages are not acknowledged.

11. Intellectual property rights, liability

11.1. The contractor must ensure that the goods supplied or their use do not infringe upon any patents, trademarks, patterns, copyrights or other intellectual property rights of third parties both nationally and internationally. The contractor shall exempt Wojnar immediately from all claims by third parties.



General Purchase Conditions for suppliers (contractor) of goods and services

F 7.4-1

Page 7 of 9

11.2. The contractor shall be liable within the framework of the legislation indefinitely for its own actions and for the actions of its vicarious agents, as it would for own its actions.

11.3. Wojnar is only liable to the contractor for intentional or grossly negligent behaviour.

11.4. The supplier shall indemnify and hold Wojnar harmless against all claims third parties may raise in connection with the defective quality of its goods. The contractor undertakes to provide Wojnar with all information necessary to prepare a defence against claims third parties may raise and, upon the request of Wojnar to intervene in any court proceedings in their support of as an intervening third party.

12. Force majeure

12.1. If one of the contracting parties cannot effectively fulfil their contractual obligations due to events of force majeure, the other party may not derive any legal claims whatsoever, regardless of the legal basis.

12.2. If events of force majeure lead to a limitation or cessation of Wojnar's production or prevent the transporting of Wojnar manufactured products to customers, Wojnar is therefore released of its obligation of acceptance and payment for the duration and the scope of the disturbance. If necessary, in such cases the contractor should store the goods at its own expense and risk until their acquisition by Wojnar or its buyer.

12.3. Events of force majeure are considered in particular to be war, civil unrest, terrorist acts, seizure or other measures of public violence, strike, lockout and other labour disputes, natural disasters or other circumstances which cannot be avoided by the respective party or can only be eliminated by incurring unreasonable expenses.

12.4. Dates and deadlines which cannot be met due to the occurrence of force majeure will be extended by the duration of the effects of force majeure.

12.5. The contractor must make every effort to eliminate or reduce the difficulties and foreseeable damages in cases of force majeure and to continuously keep Wojnar informed of the current situation.



General Purchase Conditions for suppliers (contractor) of goods and services

F 7.4-1

Page 8 of 9

12.6. Wojnar may withdraw from the contract in part or entirely if a case of force majeure continues for more than 4 weeks.

13. Assignments, pledges

The contractor may assign or pledge its rights arising from the contract in whole or in part only upon prior written agreement from Wojnar.

14. Confidentiality

14.1. The order and the information it contains and all documents, etc. are Wojnar's trade secrets and as such must be treated as strictly confidential.

14.2. The use of the order for advertising purposes is not permitted.

15. Partial invalidity

If a provision of these general conditions of purchase or other contractual agreements should be or become invalid or unenforceable, the validity of the remaining provisions remains unaffected. The parties are obliged to replace any invalid or unenforceable provision with a provision that is valid or enforceable and which approximates as closely as possible to the commercial intent of the invalid or unenforceable provision.

16. Written form

Changes and additions to these general conditions of purchase and other contractual agreements are only effective in written form. The same shall apply to any changes to the written form.

17. Place of fulfilment and court of jurisdiction

The location of Wojnar's headquarters is the place of performance and jurisdiction for all mutual claims, Wojnar reserve the right to sue the contractor at any other legal jurisdiction.



General Purchase Conditions **for suppliers (contractor)** **of goods and services**

F 7.4-1

Page 9 of 9

18. Applicable law

Austrian substantive law exclusively applies to the legal relationship between Wojnar and the contractor under exclusion of referential standards. The application of the UN purchasing law is expressly excluded even if the contractor is established outside the territory of the Republic of Austria

19. Inspection certificate

Every twelve months the supplier is required to undertake a review of substantial marketability for each type of product (including pesticides and heavy metals, GMO's) and correct designation (the supplier is responsible for the costs). The review must be undertaken by an authorised and accredited test institute/ laboratory. The reports will be submitted to the purchasing department of Wojnar.

A test on an original product from one series - production as well as the control of the declaration of real packaging is mandatory to ensure the conformity of the product.