

General Terms and Conditions – Purchase for the Livestock Business –

(Last update: December 2022)

Westfleisch SCE with limited liability

Fridtjof-Nansen-Weg 5a, 48155 Münster, Germany
referred to hereinafter as "User"

1. scope of application

- (1) The following terms and conditions shall apply - unless deviating terms and conditions have been expressly acknowledged or agreed in writing - exclusively to all legal transactions - also for future ones - between the „User“ (Westfleisch SCE mbH and all companies of the Westfleisch Group, in particular with the companies Westfleisch SCE mbH, Westfleisch Erkenschwick GmbH and Westfleisch Sales GmbH) and the „contractual partner“.
- (2) Terms and conditions of the contractual partner or third parties shall not apply, even if the User does not separately object to their validity in individual cases. Even if the User refers to a letter in the the terms and conditions of business of the contractual partner or of a third party or refers to such, is not responsible for the contents of the no agreement with the validity of those terms and conditions.

2. orders and commissions

- (1) If the User submits an offer to conclude a contract, he adheres to this, as far as the offer of the user does not expressly contain a commitment period, one week after the date of the offer. Authoritative for the timely acceptance the receipt of the declaration of acceptance is required. at the user. If the contractual partner executes the offer to conclude the contract, the User may accept the offer within 6 weeks after receipt of the offer at the User's premises.
- (2) If contracts are concluded subject to confirmation in writing or by telex, the content of the User's letter of confirmation shall be authoritative unless the contracting party objects immediately.
- (3) The User shall be entitled to terminate the contract at any time by written notice stating the reason if the User is no longer able to use the ordered products in his business operations due to circumstances occurring after conclusion of the contract. In this case, the User shall pay for the partial performance rendered by the contractual partner.

3. prices, terms of payment, invoice details

- (1) The price stated in the order is binding.
- (2) All order confirmations and invoices must contain all the documents and information required by the User. If one or more of these details are missing and the processing by the User is delayed as a result in the normal course of business, the payment periods referred to in paragraph 3 shall be extended by the period of the delay.
- (3) Unless otherwise agreed, the User shall pay the purchase price within 21 days of delivery of the goods and receipt of invoice with 3% discount or within 42 days net. For the timeliness of the payments owed by the User, the receipt of the transfer order by the User's bank is sufficient.
- (4) In the event of default in payment, the User shall owe default interest in the amount of five percentage points above the base interest rate in accordance with § 247 of the German Civil Code.
- (5) The User is entitled to retention, set-off and exploitation rights to the extent permitted by law.
- (6) The User is entitled to set off within the Westfleisch Group of Companies, cf. section 1 paragraph 1 of these General Terms and Conditions.

4. delivery time and delivery

- (1) Each delivery must be accompanied by the corresponding delivery note. The delivery note must contain at least the information specified on the User's sample delivery note.
- (2) The delivery time (delivery date or period) specified in the order or otherwise decisive in accordance with these General Terms and Conditions of Purchase shall be binding. Early deliveries are not permitted without the consent of the User.
- (3) The contractual partner shall be obliged to inform the User immediately in writing if circumstances arise or become apparent that the delivery period cannot be met.

- (4) If the day on which delivery is to take place at the latest can be determined on the basis of the contract, the contractual partner shall be in default at the end of this day, without the need for a reminder by the User.
- (5) In the event of a delay in delivery, the User shall be entitled without limitation to the statutory claims, including the right to withdraw from the contract and the claim for damages in lieu of performance after the fruitless expiry of a reasonable grace period.
- (6) In the event of delays in delivery, the User shall be entitled to demand a contractual penalty of 0.5% of the respective order value for each commenced week of delay in delivery, up to a maximum of 5%, after prior written warning to the contractual partner. The contractual penalty shall be set off against the damage caused by default to be compensated by the contractual partner.
- (7) The contractual partner is not entitled to make partial deliveries without the prior written consent of the user.
- (8) The contractual partner is solely responsible for compliance with the requirements of Regulation (EC) No. 1/2005 (Animal Welfare Transport Regulation), insofar as the resulting obligations are not to be fulfilled exclusively by the user.

5. delivery of livestock

- (1) The user shall use the livestock delivered in his own name and for his own account. Upon delivery, the risk of loss or damage shall pass to the User - unless otherwise specified below - and the User shall be free to dispose of the animals in accordance with the contractually agreed purpose. If the delivery is to be made by a forwarding agent appointed by the User, the contracting party shall instruct the User to do so.
- (2) The User is entitled to choose a different type of utilisation after his decision.
- (3) Unless otherwise agreed, the contractual partner shall deliver the livestock destined for utilisation to the utilisation/acceptance point in an empty (sober) fodder condition free of freight, vehicle and charges and free of charge.
- (4) In the event that delivery by the contractual partner or livestock supplier has been agreed, it shall apply that in the case of transport of the animals by a carrier commissioned by the User, the User shall issue an invoice for this and be entitled to set off.
- (5) The contractual partner must comply with the legal requirements for identification and notification of the delivered livestock, in particular in accordance with the regu-

lations applicable to beef labelling and the livestock traffic ordinance. The relevant documents (e.g. animal passport/accompanying paper and all documents required for food chain information) shall be duly submitted by the contractual partner. When delivering cattle, the contracting party shall in particular hand over the associated animal passport or the associated master data sheet in accordance with the Livestock Traffic Ordinance (German "Viehverkehrsverordnung").

6. animals for slaughter

- (1) Only animals for which a slaughter permit has been obtained and which have been judged to be free of objections on the basis of food hygiene regulations after an ante-mortem inspection has been carried out shall be accepted for slaughter. Animals that are subject to a slaughter ban, in particular according to § 4 TierErz-HaVerbG shall not be accepted.
- (2) On delivery by the contracting party or livestock supplier, the risk of destruction, damage or deterioration shall pass to the User when the animals are loaded on the loading ramp at the slaughterhouse. Until the release of the slaughtered animals by the official ante-mortem and post-mortem inspection in the slaughterhouse, the contractual partner bears the burden of proof for the faultlessness of the slaughtered animals. In the case of self-inspection in the form of a transport commissioned by the User and direct settlement with the farmer, the risk passes at the loading ramp of the transport truck at the time of loading to the farmer sending in the animals.
- (3) The user may insure certain risks at the expense of the contractual partner (e.g. transport insurance). The following animals or risks are excluded from this:
 - (a) Animals with externally visible or hidden defects known and unknown to the contract partner (e.g. boars, cryptorchid boars, whereby also animals without or with only little pronounced sexual odour are regarded as cryptorchid boars, hermaphrodites, swine erysipelas, mange, paralysis, plague, pig leukosis, Finns and epidemics of all kinds),
 - (b) animals delivered for special slaughter or suspected of being infected, animals which must be killed as a matter of urgency during the period between delivery and ante-mortem inspection in accordance with Regulation (EC) No 1099/09 or which have been refused a slaughter permit following ante-mortem inspection in accordance with food hygiene legislation,
 - (c) slaughter pigs with a carcass weight of less than 80 kg,
 - (d) Animals which are objected to on the basis of official meat sample inspections.

- (4) The costs arising from the slaughter and disposal of the animals mentioned in para. 3 lit. a-d shall be borne by the contractual partner, unless public authorities are responsible for such costs. The slaughter order/disposal order placed with the User shall be deemed to have been placed in the name and for the account of the Contractual Partner.
- (5) The animals delivered for slaughter must be free from active substances which are not permitted under food law. No prohibited or non-approved substances may be administered and the specified waiting periods must have been observed after the use of approved pharmacologically active substances. The meat of the slaughtered animals delivered may not contain more than the legally permitted maximum quantities of residues or contents of these substances.
- (6) If the slaughtered animals are objected to in accordance with the above provisions or on the basis of official or legally prescribed inspections, the contractual partner and the producer shall be liable for all resulting damage in accordance with the statutory provisions. In the case of a meat inspection complaint, the User has the right to use the carcasses without prior notification of the contractual partner. The contractual partner acknowledges - even in the case of self-registration in accordance with paragraph 2 - the veterinary findings, in particular the results of the officially or legally prescribed test examinations.
- (7) The identification and evaluation of carcasses shall be carried out in accordance with the commercial class act and its ordinances in their respectively valid version, the weighing and classification as well as the slaughtering or cutting of the animals and invoicing to the contractual partner according to slaughter weight and slaughter value in accordance with the statutory provisions of the respectively valid implementing ordinance to the meat act or regulations replacing these provisions.

7. livestock and breeding animals

- (1) The risk of perishing or damage is passed to the User in the livestock and breeding livestock area when the animals are handed over. The transfer takes place during loading at the loading ramp of the transport truck.
- (2) The contractual partner shall be responsible for ensuring that the livestock supplied is
 - (a) of normal health, fattening and breeding suitability and free from epidemics,
 - (b) free from e.g. hermaphrodites, anus-lessness, uterine prolapse, udder quarter abscess, cryptorchid boars, whereby those animals are also considered to be cryptorchid boars which have no or only a slight pronounced sexual odour,
 - (c) from a herd officially recognised as healthy. This shall be proven to the user upon request by the submission of the relevant veterinary documents,
 - (d) there are no defects known to the contracting party which substantially impair the possibility of use.

8. warranty for defects

- (1) In the event of defects in the goods, the User shall be entitled to the statutory claims without restriction.
- (2) Defects shall in any case be notified in good time if they are notified to the contractual partner in writing or orally within 7 working days of receipt of the goods. Hidden material defects shall in any case be notified in good time if the notification to the contractual partner is made within 7 working days of discovery.
- (3) In the case of animals for slaughter, the User shall be entitled to reduce the purchase price owed for reduced proceeds due to defects (skin defects, concealed damage, parasites, operations, organ damage, etc.) irrespective of the rights arising from this clause.
- (4) In particular, the contractual partner shall be obliged to reimburse any expenses arising from or in connection with a recall campaign carried out by the User due to the defective performance of the contractual partner. As far as possible and reasonable, the User shall agree with the contractual partner on the content and scope of the recall action to be carried out, inform the contractual partner and give the contractual partner the opportunity to comment.
- (5) The User shall not waive warranty claims by acceptance or approval of samples or specimens submitted.
- (6) The settlement of the invoice of the contractual partner does not constitute an acknowledgement that the delivered goods are free of defects, that they have the contractual quality or the warranted characteristics, or that the delivery has been made completely or on time.
- (7) The User shall be entitled, at the expense of the contract partner, to carry out the subsequent performance and/or rectification itself or to have it carried out by a third party if there is imminent danger or special urgency and further waiting, in particular setting a reasonably short deadline for subsequent performance, is unreasonable.
- (8) The warranty period shall be 36 months, calculated from the transfer of risk, unless a longer warranty period results from the contract or the law.

- (9) If the contractual partner ceases payments or if insolvency proceedings are instituted against his assets, the User shall be entitled to withdraw from the unfulfilled part of the contract.
- (10) The statute of limitations for warranty claims shall be suspended upon receipt of the notice of defects by the contractual partner until the contractual partner seriously and finally rejects the claims, declares the defect to have been remedied or otherwise refuses to continue negotiations on the claims. The warranty period for replaced and repaired parts shall commence anew in the event of a replacement delivery and rectification of defects, unless it must be assumed after the behaviour of the contractual partner that he did not consider himself obliged to take the measure, but only carried out the replacement delivery or rectification of defects as a gesture of goodwill or similar reasons.

9. product liability/compensation for damages

- (1) The contractual partner is responsible for all damages incurred by the User or asserted by third parties due to personal injury or property damage which are attributable to a defective product delivered by him and is obliged to compensate the contractual partner for the damage or to release him from the resulting liability at first request.
- (2) If a recall to third parties becomes necessary due to a defect in a product supplied by the contractual partner, the contractual partner shall bear all costs associated with the recall campaign. If the User is guilty of contributory negligence according to § 254 of the German Civil Code when the third party suffers damage, the liability of the contractual partner according to paragraph 1 or paragraph 2 sentence 1 shall be reduced in proportion to the fault.
- (3) If there is a defect for which the user can basically demand compensation, the contractual partner has a processing fee of € 50.00 net for each defective animal.
- (4) If the user proves to the contractual partner by submitting a certificate from the slaughterhouse with the date of delivery, slaughter mark and ear tag number that the contractual partner has delivered an internal boar, the contractual partner undertakes to reimburse the user for this at a flat rate of € 50.00 per animal concerned.

10. invoicing

- (1) Unless otherwise agreed, the User shall issue a credit note for each purchase, which shall be sent or handed over to the contractual partner as soon as possible after delivery. The contractual partner must immediately check the cre-

dit note for correctness, in particular also with regard to the stated VAT rate. Objections to the credit note must be notified to the User within 30 days of receipt at the latest, otherwise the credit note shall be deemed approved. The proof of an incorrect tax rate must be notified immediately in writing. In the event of violations of the notification obligation, the contractual partner shall be obliged to pay damages to the User in accordance with the statutory provisions.

- (2) The contractual partner is obliged to immediately notify the User in writing of a change in the type of taxation. If the contractual partner is not entitled to an open tax statement, he shall reimburse the User for the value added tax stated by the User in the credit note. VAT amounts shown too high in the credit note shall be refunded to the User, who shall then issue a corrected credit note for the delivery.

11. current account

- (1) All mutual claims arising from the business relationship can, insofar as this is agreed separately, be placed in a current account to which the regulations of §§ 355 ff. of the German Commercial Code shall apply.
- (2) The user's claims on the current account shall bear interest at 9 percentage points above the base interest rate per year.
- (3) The User may issue a balance notification, which shall be deemed a statement of account. The balance shall be deemed accepted if the contractual partner does not raise objections within six weeks of receipt of the statement of account. The User shall make special reference to this when sending the statement of account. Legal claims remain unaffected.

12. set-off/retention/assignment

- (1) The User may at any time offset his claims and the claims of his affiliated companies or participations within the meaning of § 271 of the German Commercial Code against claims of the contractual partner. This shall apply to claims of the participations insofar as they have previously assigned the claim to the User. The contractual partner may only offset such counterclaims that are not disputed by the User or have been legally established.
- (2) The contractual partner may not exercise a right of retention which is not based on the same contractual relationship.
- (3) The assignment of claims of the contractual partner against the User is excluded.

13. performance disturbances which are beyond the sphere of influence of the User/force majeure

- (1) The User shall not be liable for the impossibility of performing contractual obligations or their delay, as well as their direct and indirect impediments within the meaning of § 275 (2) BGB (German Civil Code) insofar as these are caused by force majeure or other events not foreseeable at the time of the conclusion of the contract (e.g. all kinds of war and its consequences, fire damage, floods and animal as well as epizootic diseases, epidemics and pandemics insofar as a level of risk of at least „moderate“ is determined by the Robert Koch Institute, official measures, closures of operations, extreme weather conditions difficulties in procuring materials or energy, transport delays procurement, strikes, lawful lockouts, shortages of labour, or raw materials, difficulties in obtaining the necessary official permits, official measures or the failure to deliver correctly or on time, or incorrect or untimely delivery by suppliers), for which the user is not responsible.

The above cases of force majeure are also given if they occur at the User, in particular the slaughterhouses.

In the event of the occurrence of the condition of force majeure, the User shall be released from the obligation to take delivery for the duration of the impediment to delivery and its after-effects. This shall also apply as a result of war, there are shortages of materials which are not a direct consequence of the impediment to acceptance and its after-effects. This shall also apply insofar as the slaughterhouses cannot be supplied or can only be supplied inadequately, cannot be supplied or cannot be supplied with sufficient energy for proper production or the like production. Insofar as such events make it considerably more difficult or impossible for the User to fulfil contractual obligations and the hindrance is not only of a temporary nature, the User shall be entitled to withdraw from the contract. In the event of hindrances of a temporary nature, the obligations to perform the contract shall be extended or postponed by the period of the hindrance plus a reasonable start-up period. The User must notify the other contracting party of the occurrence of the force majeure, unless force majeure is obvious. As reasonable parties shall attempt to determine the consequences of force majeure on the basis of the mutually mitigate the consequences. This includes the scope of acceptance as well as agreements with regard to agreed prices, which must take the changed conditions into account, etc. conditions, etc., insofar as a continuation of the supply becomes reasonable as a result.

(2) In the event of force majeure or other cases described in (1), the User shall be entitled to reasonably consultation with the contractual partner in case of existing acceptance obligations.

This applies in particular if the fulfilment of all acceptance obligations is not possible under consideration of employee protection rights. Insofar as these obstacles are not of a temporary nature, either party may withdraw from the contract by written declaration.

14. Westfleisch „Code of Conduct“

In its „Code of Conduct for Suppliers and Business Partners“, the user has defined principles and requirements regarding compliance with human rights and environmental standards in the supply chains. The contractual partner guarantees that it will comply with the requirements of the „Code of Conduct for Suppliers and Business Partners“ valid at the time and, if applicable, that it will impose the same obligation on any upstream suppliers it uses. The „Code of Conduct for Suppliers and Business Partners“ can be viewed at www.westfleisch.de.

15. place of performance, place of jurisdiction, applicable law

- (1) The business offices of the User's headquarters in Münster (Westphalia) shall be the place of performance for both parties.
- (2) If the contractual partner is a merchant, legal entity under public law or special fund under public law, the place of jurisdiction for all legal disputes arising from or in connection with contracts between the User and the contractual partner shall be Münster (Westphalia), Germany.
- (3) The relations between the User and the contractual partner are exclusively subject to the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not apply.
- (4) Verbal collateral agreements or deviations from the above General Terms and Conditions between the contractual partner and the User are not legally binding. They must be in writing in order to be effective.
- (5) Insofar as the contract or these General Terms and Conditions of Purchase contain gaps in the provisions, those legally valid provisions which the contracting parties would have agreed in accordance with the economic objectives of the contract and the purpose of these General Terms and Conditions of Delivery had they been aware of the gap in the provisions shall be deemed to have been agreed in order to fill these gaps.

16. secrecy and confidentiality

- (1) The contractual partner shall keep secret business and trade secrets of the User which have been entrusted to

him or become known to him as such in the course of or on occasion of the performance of this contract, even after termination of the contract.

- (2) Both parties shall treat the content of their contractual relationships as confidential. Excluded from this is the disclosure to persons who are subject to the legal obligation of confidentiality, insofar as this disclosure is necessary for the proper management of the business or to safeguard legitimate interests. Confidential documents shall be kept separately and kept under lock and key so that they are not accessible to unauthorised persons.

17. data protection

All legal relationships are subject to the User's data protection rules, which can be viewed at <https://www.westfleisch.de/datenschutz/>.

18. other documents

Documents referred to in these General Terms and Conditions are - even if they are not expressly mentioned above - part of the contract and have the same effect on the legal transactions concluded between the User and the contractual partner and can be viewed at www.westfleisch.de in their respective valid form or requested from the User to be sent.