

General Terms and Conditions – Purchase „Non-Food“ –

(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 exclusively to all legal transactions - including future transactions - between the „user“ (Westfleisch SCE mbH and all companies of the Westfleisch Group, in particular with the companies Westfleisch Finanz AG, Dog's Nature GmbH, Westfleisch Erkenschwick GmbH, WestfalenLand Fleischwaren GmbH, Westfleisch Sales GmbH and Gusto-land GmbH) and the „contractual partner“, unless deviating terms and conditions have been expressly acknowledged or agreed in writing.
- (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 which contains or refers to the terms and conditions of the contractual partner or of a third party, this does not imply agreement with the validity of those terms and conditions.
- (3) The user is entitled to terminate the contract at any time by written declaration stating the reason if the user can no longer use the ordered products in his business operations due to circumstances occurring after conclusion of the contract. In this case, the User shall compensate the contractual partner for the partial performance rendered by him.

result of the change. If such changes result in delivery delays which cannot be avoided with reasonable efforts in the normal production and business operations of the contractual partner, the originally agreed delivery date shall be postponed accordingly. The contractual partner shall notify the user in writing of the additional costs or delays in delivery to be expected from the user on the basis of a careful assessment in good time before the delivery date, but at least within 5 working days of receipt of the notification pursuant to sentence 1.

2. orders and commissions

- (1) If the user submits an offer to conclude a contract, he shall be bound by it for one week after the date of the offer, unless the user's offer expressly contains a binding period. The receipt of the declaration of acceptance by the User shall be decisive for timely acceptance. If the contractual partner submits the offer to conclude the contract, the User may accept the offer within 6 weeks of receipt of the offer by the User.
- (2) The User shall be entitled to change the time and place of delivery as well as the type of packaging at any time after submission or acceptance of the offer by the User by written notification at least 7 calendar days prior to the agreed delivery date. The same applies to changes to product specifications insofar as these can be implemented within the framework of the normal production process of the contractual partner without considerable additional effort, whereby in these cases the notification period according to the previous sentence is at least 14 calendar days. The User shall reimburse the Contractual Partner for the proven and reasonable additional costs incurred as a
- (4) The User reserves property rights and copyrights to illustrations, drawings, calculations, data, data carriers made available, performance descriptions, specifications and other documents - hereinafter referred to as „informations“; they may not be made accessible to third parties without the express written consent of the User. The information shall be used exclusively for the production and/or processing of the order. After termination of the business relationship they shall be returned to the User without being requested to do so.
- (5) The contractual partner is not entitled to a right of retention of this information under any legal aspect.

3. prices, terms of payment, invoice details

- (1) In case of doubt, the price stated in the user's order shall be binding.
- (2) In the absence of a written agreement to the contrary, the price shall include delivery and transport to the shipping address specified in the contract, including packaging.

- (3) If, according to the agreement reached, the price does not include the packaging and the remuneration for the packaging - not only provided on loan - is not expressly determined, it shall be charged at the verifiable cost price. At the request of the user, the contractual partner shall take back the packaging at his own cost.
- (4) 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 shall suffice.
- (5) All order confirmations and invoices shall state the order number, the article numbers, delivery quantity and delivery address of the User valid at the contractual partner and at 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 para. 4 shall be extended by the period of the delay.
- (6) 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 pursuant to § 247 of the German Civil Code.
- (7) The User shall be entitled to retention, set-off and exploitation rights to the extent legally permitted.
- (8) Minor surcharges or surcharges for small quantities are not paid.
- (9) The user shall be entitled to set off within the Westfleisch Group of Companies, cf. Section 1 Para. 1 of these General Terms and Conditions.
- (5) In the event of a delay in delivery, the User shall be entitled without limitation to the legal claims, including the right of withdrawal and the claim for damages in lieu of performance after the fruitless expiration 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 %, maximum 5 %, of the respective order value for each started week of delay in delivery 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 permission of the user.
- (8) Even if dispatch has been agreed, the risk shall not pass to the User until the goods have been handed over to the User at the agreed place of destination or, in the case of an agreed acceptance, have been accepted.
- (9) The contractual partner shall be obliged to cover the risk of accidental loss or accidental deterioration of the ordered raw materials, auxiliary materials and supplies within the framework of a customary insurance policy. He cedes in advance to the User all claims for compensation to which he is entitled against the transport insurer; the User hereby accepts this cession.
- (10) Unless otherwise agreed, the contractual partner shall deliver the goods on undamaged H1 Euro pallets suitable for high-bay storage. The user undertakes to exchange undamaged Euro pallets upon delivery. No replacement will be made for damaged Euro pallets. The contractual partner must also select packaging in such a way that transport with industrial trucks is possible, stacking takes place and the goods can be forwarded to production in unchangeable packaging. The raw materials, auxiliary materials and operating supplies must be fixed on the pallets with foil.

4. delivery time and delivery, transfer of risk

- (1) Each delivery must be provided with the corresponding delivery note. The delivery note shall contain at least the information specified on the user's delivery note.
- (2) The delivery time (delivery date or period) specified in the purchase 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 time 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 from the User.
- (11) Primary packaging shall additionally be protected against damage by a transport wrapping.
- (12) All primary packaging used by the contractual partner is specified in accordance with §§ 30 and 31 of the German Food and Feed Act, EG VO (EG) 1935/2004 and VO (EGU) 10/2011 in the respectively valid version with regard to the area of application and is harmless for foodstuffs. Corresponding confirmations must be submitted for the food contact materials used. Corresponding migration tests are carried out directly or by the contractual partner and can be carried out within 36 hours.

- (13) At the request of the user, the contractual partner shall provide current (maximum three months old) chemical and microbiological analyses from which conformity results. Otherwise, the User shall be entitled to refuse acceptance. In this case, the User shall be entitled to retention of the payment until the analyses have been submitted.

5. scope of performance, passing on of the order, duty to inform

- (1) In case of doubt, the scope of the respective deliveries / services results from the user's order.
- (2) The contractual partner shall be obliged to expressly mark any deviations from the order in his order confirmation in writing - typographically highlighted.
- (3) If the deviations in the respective order confirmation of the contractual partner are substantial, the conclusion of the contract requires the express written confirmation of the responsible purchasing department. The German principles governing the commercial letter of acknowledgement shall not apply.
- (4) The transfer of the order to third parties as well as the involvement of subcontractors requires the prior written consent of the user. Insofar as the contractual partner makes use of third parties to fulfil its obligations, the contractual partner shall bind these third parties in the same way as the contractual partner itself is bound by the order and these conditions. Contracts with third parties shall always be concluded by the contracting party in its own name and for its own account.
- (5) The contractual partner shall examine the inquiry and/or order, in particular with regard to its plausibility, feasibility, completeness, etc., and inform the user immediately of any shortcomings.

6. tools

- (1) Tools shall be manufactured by the supplier according to the specifications of the user. Changes or deviations are only binding if the user has accepted the tool in writing. The contractual partner is obliged to expressly point out any changes or deviations in writing both in the drawings and in a separate declaration. The user retains title to the tools.
- (2) The contractual partner is obliged to use the tools exclusively for the production of the deliveries which are the subject of the orders. The User shall be entitled to rights of use and industrial property rights to the tools.
- (3) The user reserves the exclusive copyright to drawings on which the tool is based. This shall also apply if changes or

deviations are attributable to suggestions made by the contractual partner.

- (4) For the duration of the delivery and service relationship, the contractual partner is obliged to maintain and also repair the tool at his own expense. He is also obliged to insure the tool at replacement value against the usual material risks (fire, water damage, theft and burglary). The contractual partner already now cedes to the user any claims for compensation against the insurance company in advance; the user hereby accepts this cession. Irrespective of this, the contractual partner is obliged to use any indemnification payments of the insurance exclusively for the repair or for the new acquisition of the tool.
- (5) During the duration of the delivery and service relationship, the contractual partner shall bear the risk of accidental loss or accidental deterioration of the tool. With regard to the obligation to insure, the above para. 4 shall apply accordingly.

7. spare parts

- (1) The contractual partner is obliged to supply spare parts for the period of the expected technical use, but at least for ten years after delivery, at reasonable prices and in accordance with the conditions of the underlying order. If the contractual partner discontinues the delivery of spare parts, the customer must be informed in writing in order to give him the opportunity to place a final order.
- (2) Upon request, the contractual partner shall immediately hand over to the purchaser the documents required for the manufacture of the spare parts free of charge and shall permit their free use if an order for spare parts is not placed due to suspension of delivery or lack of agreement on prices and conditions.

8. condition of the goods

- (1) The specifications and declarations of conformity of the user sent to the contractual partner shall be deemed to be a quality agreement within the meaning of § 434 Para. 1 S. 1 of the German Civil Code.
- (2) The user shall inform the contractual partner of any changes to the specifications and declarations of conformity in text form. If the contractual partner agrees to the validity of the modified declarations of conformity or does not object to the modifications in text form within 14 days of receipt of the declarations of conformity, the modified declarations of conformity shall become agreements on the legal and factual nature for all subsequent contracts concluded between the user and the contractual partner.

- (3) The contractual partner further guarantees that the objects delivered by him and the services rendered by him are suitable for the intended use, the intended use itself, the current state of the technology as well as the relevant legal provisions, the regulations and guidelines of authorities, employers' liability insurance associations and trade associations, in particular the safety, occupational health and safety, environmental protection, accident prevention, the relevant standard, DIN, VDE and other regulations. Recommendations of these agencies, which become regulations within one year, are to be considered. If deviations from these regulations are necessary in individual cases, the contractual partner must obtain the written consent of the user. The warranty obligations of the contractual partner shall not be affected by this consent.
 - (4) In the event of any disagreement between the contracting parties regarding the content of terms or symbols, quality requirements, format requirements or the like within the framework of the execution of this contractual relationship, at least compliance with the DIN/EN standards applicable at the time of conclusion of the contract shall be deemed to have been agreed - notwithstanding the provision in para. 1.
 - (5) If a DIN/EN standard is changed after conclusion of the contract but before completion of the delivery, the contractual partner shall be obliged to take into account the requirements of the new standard within reasonable limits. He does not have to make any significant changes to the machine, the software, etc., if this can only be achieved by a not inconsiderable additional expenditure of time or money. However, he shall inform the user in writing of any significant changes in order to enable him to conclude an amendment agreement.
 - (6) In particular, the contractual partner shall be responsible for ensuring that the goods delivered or the services owed in accordance with §§ 433 I 2, 434, 435 of the German Civil Code correspond to the relevant sample purchase or service as well as to the statutory and agreed quality and packaging conditions, the performance description, in the absence of such quality conditions at least customary in the trade, and are free from material defects and defects in title or defects within the meaning of the law, in particular the Act on Liability for defective Products. The contractual partner guarantees that the sale of the delivered goods and/or the use of the contractual service does not violate applicable regulations including packaging and labelling regulations and/or that the goods comply with public law and/or competition law requirements. Existing and/or attached markings on properties, quality and/or durability, designations, descriptions, accompanying documents and/or advertising statements and/or instructions for use and assembly must be correct in content, legally correct, complete, understandable and written in German or, on request, in corresponding foreign languages.
 - (7) Insofar as the contractual partner's service involves the delivery of consumer goods within the meaning of § 2 VI of the German Food and Feed Code, the contractual partner guarantees that the consumer goods manufactured and/or delivered by him comply with the relevant regulations of German and European food law, namely the regulations of §§ 30 and following of the German Food and Feed Code, and can be used by the user without restriction for the production of foodstuffs. In addition, the contractual partner assures that the consumer goods delivered by him comply with the current state of the technology and the recommendations of the German Federal Institute for Risk Assessment and Risk Communication. The contractual partner guarantees that the consumer goods delivered by him have been manufactured and/or treated under perfect conditions as well as with the necessary care and application of the necessary hygiene and quality controls.
 - (8) The provisions of the above paragraphs shall apply mutatis mutandis to services provided by the contractual partner, in particular consulting services. Processing, production and usage instructions and information provided by the contractual partner are comprehensive and correct, which the contractual partner guarantees.
 - (9) For quantities, weights, quantities etc. in a delivery, the values determined by the user's incoming inspection shall be authoritative and the basis for invoicing.
 - (10) An agreed, fixed and/or delivered technical design and quality of a supplied part may not be changed without the written consent of the user.
 - (11) The contractual partner shall mark the delivery items in such a way that they are permanently recognisable as his products.
- ## 9. plant visit
- (1) The user has the right to unannounced inspection
 - (a) at the premises of the contracting party where the products are manufactured,
 - (b) of any other plant and equipment of the contractor during the regular working hours there.
 - (2) The User shall also be entitled to inspect all documents relating to quality assurance, production, storage and transport of the products to be delivered to the User.
 - (3) Any modification of quality parameters and product com-

positions of goods intended for the User shall be subject to prior written approval by the User.

10. warranty for defects

- (1) In the event of defects in the goods, the user shall be entitled without restriction to the statutory claims.
- (2) In particular, the contractual partner is obliged to reimburse all expenses resulting from or in connection with a call-back 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.
- (3) Defects shall in any case be notified in good time if they are notified to the contractual partner in writing or verbally 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.
- (4) The User shall not waive warranty claims by acceptance or approval of samples or specimens submitted.
- (5) 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 in full or on time.
- (6) The user shall be entitled to carry out the supplementary performance and/or remedy itself at the expense of the contractual partner 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 supplementary performance, is unreasonable.
- (7) The warranty period shall be 66 months for items which are used for a building in accordance with their usual use and 36 months for the rest, calculated from the passing of risk, unless a longer warranty period results from the contract or the law.
- (8) If the contractual partner stops making payments or if insolvency proceedings are instituted against his assets, the user shall be entitled to withdraw from the contract in respect of the unfulfilled part.
- (9) 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 again 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.

11. product liability / 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 there is a defect for which the user can demand compensation, the contractual partner must pay a processing fee of € 50.00 net for each defective article, whereby the fee is payable once per packaging unit at the most. The user expressly reserves the right to claim higher damages in individual cases.
- (2) If a callback to third parties becomes necessary due to a defect in a product supplied by the contractual partner, the contractual partner shall carry all costs associated with the callback campaign. If the User is guilty of contributory negligence pursuant to § 254 of the German Civil Code in the event of damage to the third party, the liability of the contractual partner pursuant to para. 1 or para. 2 Sentence 1 shall be reduced in proportion to the fault.
- (3) Section 10 para. 2 shall apply mutatis mutandis.
- (4) The contractual partner is obliged to maintain product liability insurance with a coverage of at least EUR 5,000,000.00 at his own expense. The contractual partner shall send the user a copy of the liability policy at any time upon request.

12. inspection, information, network access

- (1) The contractual partner shall enable the user to inspect the progress of a work to be performed and/or the processing of an order. The contractual partner is obliged to inform the user at any time about the progress by inspecting all relevant documents (reporting, descriptions, listings, manuals, etc.). These documents shall be presented and explained to the User upon request.
- (2) As soon as there is a reasonable suspicion that the products or the production process of the contractual partner will cause environmental pollution beyond the gene-

rally recognised rules of technology, the user shall be entitled to inspect the production process and the composition of the raw materials, auxiliary and operating materials supplied as well as the tools of the contractual partner. The contractual partner shall be obligated to provide the user with such information and shall provide the user with samples of the materials used upon first request.

- (3) If the contractual partner is granted access to networks and/or data processing systems by the user or its customers via the user, this access may only be used for the purpose of fulfilling the respective individual order. The contractual partner undertakes, in particular in such cases, to observe the provisions on secrecy pursuant to Section 18 of these General Terms and Conditions and to impose these on its employees and other third parties involved in the execution. Unless absolutely necessary for the fulfilment of the order by the contractual partner, he is not entitled to copy, modify, reproduce or pass on to third parties data accessible to him from the user without the prior written consent of the user. The User shall only be liable to the extent required by law for the operability of access protection or for disruptions in operation of the aforementioned networks and data processing systems as well as for any damage resulting from their use.

13. property rights

- (1) The contractual partner guarantees that no rights of third parties, in particular copyrights, are violated in connection with his delivery and service and that any work provided by him is free of rights of third parties. If industrial property rights of third parties are violated by the work and the User is therefore prohibited from using the work in whole or in part, the contractual partner shall, at his option, either procure for the User the right to use and/or exploit the work or design the work free of industrial property rights. Any further claims shall remain unaffected.
- (2) If claims are asserted against the User by a third party due to an violation of industrial property rights, the contractual partner shall be obliged to indemnify the User against such claims upon first written request, insofar as he is liable to the User under warranty. The contractual partner's obligation to indemnify shall also apply to all expenses necessarily incurred by the User as a result of or in connection with claims asserted by a third party.
- (3) The period of limitation for the claims according to the above paras. 1 and 2 is 5 years, beginning with the conclusion of the respective contract, unless a longer period of limitation results from contract or law.

14. provision, retention of title

- (1) If the User provides parts and/or materials to the Supplier,

the Supplier shall be obliged to check the suitability of the parts and/or materials provided by the User, to handle them properly and to store them temporarily.

- (2) If the contracting party accepts the parts and/or materials of the work, responsibility for damage and loss shall pass to the contracting party, irrespective of whether the parts and/or materials are provided free of charge by the user or are delivered against payment.
- (3) Unless expressly agreed otherwise, parts and/or materials provided by the User shall be invoiced to the contractual partner at prices usual for third parties.
- (4) The parts and/or materials provided by the user may only be used by the contractual partner in accordance with the agreed purpose.
- (5) If the User provides parts or materials to the supplier, the User shall retain ownership of them. Processing or transformation by the contractual partner shall always be carried out for the user. If the reserved goods are processed with other objects not belonging to the User, the User shall acquire co-ownership of the new object in the ratio of the value of his object (purchase price plus VAT) to the other processed objects at the time of processing.
- (6) If the object provided by the User is inseparably mixed with other objects not belonging to the User, the User shall acquire co-ownership of the new object in the ratio of the value of the reserved object to the other mixed objects at the time of mixing. If the mixing is carried out in such a way that the object of the contractual partner is to be regarded as the main object, it shall be deemed agreed that the contractual partner transfers co-ownership to the user on a proportional basis; the contractual partner shall keep the sole ownership or co-ownership in safe custody for the user.
- (7) Insofar as the security rights to which the User is entitled pursuant to the above paras. 5 and/or 6 exceed the purchase price of all reserved goods not yet paid for by more than 10%, the User shall be obliged to release the security rights at its discretion at the request of the contractual partner.
- (8) Any tools provided by the User shall remain his property. If the tools are manufactured by the contracting party itself or by third parties in accordance with the user's specifications, the user shall acquire ownership of the tools at the latest upon their completion and delivery/transfer to the contracting party, subject to a simple retention of title, if agreed. The contractual partner shall keep the sole ownership of the tools in safe custody for the user.
- (9) The agreement of an extended and/or expanded reservati-

on of proprietary rights in favour of the contractual partner presupposes that the user has made a written del credere agreement with the contractual partner in this respect.

15. performance disturbances which are outside the sphere of influence of the user / Acts of God

- (1) If the acceptance is made impossible or excessively difficult in the sense of § 275 para. 2 BGB (German Civil Code) due to force majeure, such as in particular war and its consequences, fire damage, floods, strikes, lawful lockouts as well as epidemics and pandemics insofar as a danger level of at least „moderate“ is defined by the Robert Koch Institute, official measures, plant shutdowns, strikes, extreme weather conditions, animal epidemics or similar circumstances - also at suppliers of the User, the User shall be released from the obligation to take delivery for the duration of the impediment to taking delivery and its after-effects. He shall not be liable for impossibility and delay insofar as he is not responsible for them.

This shall also apply if material shortages and production bottlenecks occur as a result of war, which are not a direct consequence of the war event, but their indirect consequence, such as an expected gas shortage due to the Ukraine War 2022, which may lead to a production restriction for which the user is not responsible.

- (2) The foregoing also entitles the User to withdraw from the contract if and to the extent that it can no longer reasonably be expected to adhere to the contract. In the event of non-delivery or insufficient delivery to the User by its upstream suppliers and associated production restrictions, or in the event of restrictions on the energy required for production, etc., the User shall be wholly or partially released from its purchase obligations towards the contractual partner. This shall only apply if he has taken the necessary precautions to fulfil his obligation and has also carefully selected possible upstream suppliers. In this case, he undertakes to assign his claims against possible suppliers to the contractual partner upon request. In this case, the contractual partner remains obliged to counter-performance in accordance with § 326 para. 3 BGB (German Civil Code). The User shall inform the Contractual Partner immediately of the occurrence of the above-mentioned events and the non-availability and, in the event of withdrawal, reimburse the Contractual Partner's counter-performance immediately.
- (3) In such cases, the contractual partner shall not have any rights arising from non-acceptance, reduced acceptance or delayed acceptance. The User must notify the contractual partner of the occurrence of force majeure, unless it is obvious. As reasonable contracting parties, the parties shall attempt to mutually mitigate the consequences of

force majeure on the basis of the consequences. The corresponding agreements shall be set out in writing. This includes the scope of acceptance as well as agreements with regard to agreed prices, which have to take into account the changed conditions, as well as delivery dates, etc., which may have to be changed appropriately, insofar as a continuation of the acceptance becomes reasonable as a result.

The foregoing shall also apply if the fulfilment of all obligations is not possible taking into account employee protection rights.

16. 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.

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

- (1) The business premises of the User's head office in Münster (Westphalia) shall be the place of performance for both parties.
- (2) 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 shall be governed exclusively by the laws 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 Delivery contain gaps in the provisions, those legally valid provisions shall be deemed to have been agreed 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.

18. secrecy and confidentiality

- (1) The contractual partner shall keep business and trade secrets of the user, which have been entrusted to him or become known to him as such during the execution of the contract or on the occasion of the contract, secret even after termination of the contract.
- (2) Both parties shall treat the contents of the contract and annexes as confidential. Excluded from this is the disclosure to persons who are subject to the legal obligation of secrecy, 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.

18. other contractual bases and regulations

These General Terms and Conditions are subject to the following provisions, which can be accessed in their respective valid form at www.westfleisch.de. These regulations are - even if they are not expressly mentioned above - part of the general terms and conditions of the user in accordance with section 1 of these general terms and conditions and have the same effect on the legal transactions concluded between the user and the contractual partner. The User shall immediately notify the contractual partner in text form of any changes to the regulations described below. If the contractual partner agrees with the changed contents or does not object within 14 days of receipt of the notification, the respective regulations with the changed contents shall apply to all legal transactions between the user and the contractual partner concluded hereafter.

- Hygienic Design
- Requirements for the delivery note
- Labelling requirements

19. data protection

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