

General Terms and Conditions of Purchase of Senna Nahrungsmittel GmbH & Co KG, Stockhammerngasse 19, 1140 Vienna, Austria**1. General Provisions, Scope**

- 1.1. The following terms and conditions of purchase and delivery apply to all contracts, deliveries, and other services, unless expressly agreed otherwise. Amendments and supplements, as well as supplier terms deviating from the following conditions, shall only be deemed accepted if SENNA confirms them in writing as an addendum to these terms. Acceptance of deliveries or services or their payment does not imply acceptance of the supplier's terms and conditions.
- 1.2. Deviating terms and conditions of the supplier, of any kind, especially those stated in offers or order confirmations, are only valid if expressly acknowledged in writing by SENNA.
- 1.3. These terms and conditions apply to all future orders until amended, even if not explicitly referred to again.
- 1.4. Silence on the part of SENNA does not constitute consent and especially not acceptance of the supplier's terms and conditions.
- 1.5. These general terms and conditions of purchase are deemed accepted by the supplier at the latest upon commencement of the order execution.
- 1.6. The supplier acknowledges that SENNA's employees or third parties are not authorized to make any kind of binding commitments (especially side agreements, reservations, amendments, or supplements). Such commitments require SENNA's written consent.
- 1.7. SENNA is entitled to correct obvious errors (e.g., typographical, arithmetical, clerical) in documents at any time.

2. Offers, Sample

- 2.1. Offers submitted by suppliers are free of charge for SENNA and do not create any obligations, even if submitted upon request by SENNA.
- 2.2. The supplier must strictly adhere to SENNA's request when submitting an offer and explicitly state any deviations. Offer documents will not be returned. Samples must be provided free of charge in all cases.

3. Orders

- 3.1. Orders, agreements, and their amendments or supplements must be made in writing. Transmission by fax or email is permitted. Oral or telephone orders, or changes thereto, require SENNA's written confirmation to be valid.
- 3.2. Notwithstanding the above, a contract is also concluded if the supplier fulfills the order by delivering the goods on time, thereby accepting SENNA's order and terms.
- 3.3. Agreements or side arrangements made with non-authorized SENNA employees are only valid if expressly confirmed by SENNA.
- 3.4. All documents sent in connection with offers, orders, or inquiries (e.g., plans, samples, formulas) remain SENNA's property and may not be copied or

disclosed to third parties without prior written consent. They must be returned without delay if the order is awarded elsewhere or upon fulfillment.

- 3.5. All supplier correspondence must include the relevant SENNA order number and ordering department. Deliveries, communications, invoices, etc., lacking this information are considered not received.

4. Prices

- 4.1. Agreed prices are fixed prices excluding VAT and include all costs related to the performance of the delivery or service, especially transport, insurance, packaging, taxes, customs, and charges. SENNA only bears such costs if explicitly stated in the order. Main order conditions apply to additional or replacement part orders.
- 4.2. Unless stated otherwise, delivery shall be "Delivered Free to Named Place" in accordance with Incoterms 2020, or for foreign suppliers "DDP (Delivered Duty Paid)" as per Incoterms 2020.

5. Invoicing and Payment Terms

- 5.1. Invoices must be sent by post after delivery, quoting SENNA's order number and order date. Copies or partial invoices must be marked as such. VAT must be shown separately. For intra-EU deliveries, both parties' VAT IDs are mandatory. All invoices must fully comply with applicable VAT legislation (§11 UStG). SENNA reserves the right to process only invoices that meet these requirements.
- 5.2. Electronic invoices may only be submitted with SENNA's prior written consent.
- 5.3. Unless otherwise agreed in writing, payments are made at SENNA's discretion:
Within 30 days with a 3% discount, or
Within 45 days with a 2% discount, or
Net within 90 days.
- 5.4. The term starts upon receipt of both invoice and goods by SENNA.
- 5.5. Invoices with material or computational errors are not due until corrected and can be returned within the payment period. The payment period restarts upon receipt of a corrected invoice. In case of defects, SENNA may withhold full payment without losing any discounts or benefits.
- 5.6. Payments may be made by check or transfer. Payment to an Austrian bank with simultaneous instruction to credit the supplier counts as payment.
- 5.7. All bank charges are borne by the supplier.
- 5.8. SENNA may offset its liabilities or claims against the supplier's claims, even if SENNA's claim is not yet due.
- 5.9. The supplier is not entitled to offset claims against SENNA's liabilities.
- 5.10. Assignment or factoring of claims arising from deliveries to SENNA is not permitted without SENNA's written consent.
- 5.11. Payment by SENNA does not imply acceptance of proper delivery and does not affect SENNA's contractual rights (e.g., warranty, damages).

6. Delivery, Shipping, Packaging

- 6.1. The delivery must comply with SENNA's order in terms of execution, content (delivery date or period and specified delivery location), scope, and any agreed partial deliveries. Deviations (e.g., specifications) require SENNA's prior written approval.
- 6.2. Each delivery must include a fully completed delivery note with precise order details.
- 6.3. If partial, remaining, or sample deliveries are permitted, they must be clearly marked as such.
- 6.4. The delivery address and delivery time specified in the order are binding.
- 6.5. Early deliveries, partial deliveries, or deviations in quantity require prior written approval. Any resulting extra costs are borne by the supplier.
- 6.6. SENNA will only accept goods that are properly packed and prepared in accordance with its shipping regulations. Goods not meeting specifications will not be accepted.
- 6.7. Deliveries without proper documentation, or with incomplete or incorrect documents, will be stored at the supplier's risk and expense until corrected documents are received.
- 6.8. Unless agreed otherwise, delivery must be made on standardized reusable Euro pallets. Return or exchange is at the supplier's expense and risk. The supplier is responsible for paying applicable license fees. If SENNA or its affiliates dispose of transport packaging, the supplier must reimburse the disposal costs unless participating in an approved alternative system.
- 6.9. Transport vehicles for food, ingredients, or packaging must be suitable: closed, dry, odor- and dust-free, and must not carry additional cargo that may cause contamination.
- 6.10. SENNA's records of weight and quantity are binding.
- 6.11. The supplier must timely provide valid EU-compliant shipping documents, certificates of origin, and other required documents. Any losses due to failure to comply are the supplier's responsibility.
- 6.12. The supplier must comply with applicable regulations and standards (ÖNORM, DIN, etc.) relevant to each order.
- 6.13. Goods with expiration or best-before dates must be delivered with at least the standard or agreed remaining shelf life.
- 6.14. Cash on delivery shipments will not be accepted.

7. Delivery Time

- 7.1. Agreed delivery dates and deadlines are binding
- 7.2. The delivery period starts from the date indicated in SENNA's order.
- 7.3. If the supplier foresees delays, they must immediately notify SENNA in writing, stating reasons and expected duration. All reasonable efforts must be made at the supplier's cost to minimize delays. SENNA reserves the right to cancel the contract in such cases.
- 7.4. In the event of delay (including deliveries lacking documentation), SENNA may choose to demand fulfillment and compensation for delay or withdraw from the

contract and claim damages without granting a grace period. SENNA may also procure substitute goods at the supplier's expense.

8. Penalties

- 8.1. If the supplier breaches its obligations, it must pay a penalty equal to twice the order value per breach. This penalty is not subject to judicial reduction. SENNA's right to claim further damages remains unaffected.

9. Transfer of Risk, Transfer of Ownership

- 9.1. Risk is governed by Incoterms 2020.
9.2. Title and risk pass to SENNA upon proper delivery and acceptance. SENNA does not accept any form of retention of title (e.g., extended, group-related), liens, or collateral ownership.

10. Production Tools and Documents

- 10.1. Any tools or documents provided by SENNA remain SENNA's exclusive property.
10.2. Such items may only be used for fulfilling SENNA's orders and must be carefully maintained, insured, and replaced if worn.
10.3. These items are confidential and must not be disclosed or used for purposes other than those agreed, even after the order is completed.
10.4. The same applies to tools and documents provided for preparing an offer; these must be returned after the offer is made.

11. Warranty

- 11.1. The supplier warrants that goods and services conform to contract terms, specified or expected qualities, and applicable EU regulations.
11.2. The supplier also warrants suitability for intended use and compliance with information provided in manuals, brochures, etc.
11.3. The warranty period is 24 months (or longer if legally required), beginning upon SENNA's legal and physical acceptance.
11.4. This period applies to all goods supplied, including third-party components, and resets after repairs or rework. It is interrupted by any written complaint.
11.5. In case of defects, SENNA may demand replacement, repair, price reduction, or compensation, even for minor defects. If the supplier fails to comply, SENNA may withdraw from the contract.
11.6. The supplier waives the right to claim late notice of defects. The duty to notify under §§ 377 f UGB is waived. SENNA may notify defects at any time during the warranty period.
11.7. In urgent cases or refusal of rectification, SENNA may fix defects at the supplier's expense without prejudice to further liability.
11.8. The supplier is liable for consequential damages caused by defects or lack of promised features and will indemnify SENNA from third-party claims.
11.9. Repairs must be carried out immediately, including overtime or work on weekends/holidays, if necessary.

- 11.10. After two failed repair attempts, SENNA may arrange repair by a third party at the supplier's expense.
- 11.11. If repeated defects occur, the supplier must identify and address root causes (e.g., production changes).
- 11.12. For food, additives, and materials in contact with food, the supplier guarantees compliance with Austrian and EU food laws and absence of GMOs.
- 11.13. Goods must be microbiologically safe and free from prohibited, harmful, or undeclared substances.
- 11.14. Labeling must match the actual delivery.
- 11.15. Products must not contain anything other than technically unavoidable accompanying or additive substances.
- 11.16. SENNA may request relevant certificates and evidence from the supplier.

12. Product Liability

- 12.1. If SENNA is held liable due to product liability by a customer or third party, the supplier shall indemnify and hold SENNA harmless, provided the damage was caused by a defect within the supplier's or its upstream suppliers' sphere of responsibility. The supplier shall provide SENNA with all necessary information to ensure the delivery of a defect-free product (e.g., warnings, approval requirements). If the supplier later becomes aware of any circumstances that could constitute a product defect under the Product Liability Act, it must notify SENNA immediately. Any limitation of the supplier's obligations under the Product Liability Act or related rights is excluded.
- 12.2. SENNA has the right to return goods that are subject to public warnings due to health or safety risks (e.g., via government recall notices). This right may be exercised within one month after the public warning. The supplier is obligated to fully indemnify SENNA for all resulting expenses.

13. Intellectual Property Rights, Liability

- 13.1. The supplier shall indemnify and hold SENNA harmless from all disputes arising from the delivered goods or their use, especially concerning patents, trademarks, designs, copyrights, or other third-party intellectual property rights, both domestically and abroad.
- 13.2. The supplier is liable without limitation under statutory provisions for its own fault and that of its vicarious agents, including under §§ 1313a and 1315 of the Austrian Civil Code (ABGB).
- 13.3. SENNA is only liable to the supplier for willful misconduct unless mandatory statutory provisions provide otherwise.
- 13.4. The supplier indemnifies SENNA for all third-party claims based on defects in the supplier's goods and commits to providing all necessary information for defending such claims. Upon SENNA's request, the supplier shall join legal proceedings as a third-party intervener on SENNA's side.

14. Work Results

- 14.1. SENNA is entitled to publish or use, in whole or in part, any work results created by the supplier exclusively for SENNA. The supplier may only publish or use such results for third parties with SENNA's prior written consent.

15. Force Majeure

- 15.1. Disruptions in performance due to force majeure, labor disputes, unforeseeable operational disruptions, unrest, or other unavoidable events do not entitle SENNA or the supplier to make any claims.
- 15.2. If such events limit or halt SENNA's production or prevent the shipment of goods or products, SENNA is released from its obligation to accept and pay for the goods to the extent and duration of the impact. If needed, the supplier shall store the goods properly, at its own cost and risk, until SENNA or its customer can take delivery.
- 15.3. Delivery dates and deadlines affected by force majeure shall be extended by the duration of the impact.
- 15.4. In cases of force majeure, the supplier must do everything possible to eliminate or mitigate the effects and must keep SENNA informed continuously.
- 15.5. If a force majeure event lasts longer than 4 weeks, SENNA is entitled to withdraw from the contract in whole or in part.

16. Assignments, Pledges

- 16.1. Assigning or transferring rights by the supplier to third parties is prohibited—especially with reference to clause 5.8—unless SENNA agrees in writing.

17. Confidentiality

- 17.1. Orders and all related information and documents must be treated as SENNA's trade secrets and kept strictly confidential.
- 17.2. Orders may not be used for advertising purposes.
- 17.3. In case of breach of confidentiality, a no-fault contractual penalty of €100,000 shall apply. This penalty is not subject to judicial mitigation.

18. Severability

- 18.1. If any provision of these general terms or related agreements is or becomes invalid or unenforceable, the remaining provisions remain unaffected. The parties must replace the invalid or unenforceable provision with a valid one that best achieves its intended economic purpose.

19. Benefits to Employees

- 19.1. The supplier is prohibited from offering, promising, or granting any benefits to SENNA employees. Claims for damages and the right to extraordinary termination of the business relationship remain reserved.

20. Written Form

- 20.1. Amendments or additions to these general terms and all related agreements require written form to be effective. This also applies to deviations from the requirement for written form itself.

21. Place of Fulfillment, Jurisdiction

21.1. The place of fulfillment is the location where the goods are to be delivered or the service performed as per the order.

21.2. The place of jurisdiction for all mutual claims is Vienna. SENNA reserves the right to name another legally competent court.

22. Applicable Law

22.1. Austrian substantive law applies exclusively to the legal relationships between SENNA and the supplier, excluding conflict-of-law rules. The UN Convention on Contracts for the International Sale of Goods (CISG) is explicitly excluded, even if the supplier is based outside Austria.

23. Validity

23.1. The current version of these General Terms and Conditions of Purchase is available at www.SENNA.at.

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