

General Terms and Conditions of Delivery and Payment – B2B

of Ernst Böcker GmbH & Co. KG, Ringstraße 55 – 57, 32427 Minden, Germany

1. General Provisions

Our deliveries and services are rendered exclusively on the basis of these General Terms and Conditions. Deviating or conflicting terms and conditions shall only be binding if we have expressly consented to them in writing. These Terms and Conditions shall also apply to all future transactions as well as in cases where we deliver in knowledge of deviating or conflicting terms and conditions. They apply exclusively to entrepreneurs, legal entities under public law, or special funds under public law (Section 310 of the German Civil Code, BGB). General terms and conditions, purchasing conditions, codes of conduct, supplier guidelines, or other regulatory frameworks of the Customer shall not apply, even if we do not expressly object to their applicability. They shall only become part of the contract if and to the extent that we have expressly and in writing consented to their applicability through an employee authorised to represent us. In particular, silence in response to such terms and conditions – including in the case of automated processing of orders – shall not constitute consent.

2. Orders

Our offers are non-binding and without obligation. An order shall only be deemed accepted once it has been confirmed by us in writing; the issuance of an invoice shall be deemed written confirmation. The Customer is obliged to review our order confirmation without undue delay and to notify us of any discrepancies immediately; otherwise, such discrepancies shall be deemed approved.

The automated order confirmation expressly does not constitute any acknowledgment, adoption, or consent to general terms and conditions, purchasing conditions, codes of conduct, supplier guidelines, or other regulatory frameworks of the Customer referenced in or attached to the Customer's order. Such terms and conditions shall not become part of the contract even through the execution of the order without objection.

Dimensions and performance specifications in offers or confirmations are approximate; customary trade deviations are reserved. Descriptions of our services in publicly accessible drawings, illustrations and calculations, brochures, catalogues, models – whether on the internet or in other documents and publications – do not constitute agreed characteristics within the meaning of Section 434(2) sentence 1 no. 1 BGB. They shall only become part of the contract if they are expressly referred to in the order confirmation.

Subsequent order changes, quantity changes, and cancellations shall only be recognised by us if no costs have yet been incurred. Otherwise, all costs already

incurred shall be invoiced to the Customer. In exceptional cases (e.g., discontinuation of the product into which our product is incorporated) and only for resaleable products, the Customer shall be entitled to cancel orders. The Customer is obliged to reimburse us in full for all costs already incurred or arising in connection with the preparation, procurement, and production of the order concerned. The following cancellation fees shall apply:

- 25% of the total order value, non-refundable, regardless of the time of cancellation;
- plus 15% for each full week by which the cancellation moves closer to the confirmed delivery date, up to a maximum of 95% for cancellations one week before the delivery date;
- for cancellations less than one week before the confirmed delivery date, 100% of the order value shall be charged as a fee.

The confirmed delivery date in writing shall be decisive for the calculation.

3. Prices and Payment Terms

Our prices are subject to the condition that the order data remain unchanged, but shall not apply for more than four months after submission of the offer. All prices are Ex Works Minden (EXW pursuant to INCOTERMS 2020), plus freight, costs for services (e.g., analyses, kosher/halal certificates, customs documents), the applicable value added tax, and official charges. These additional costs shall be itemised separately in the invoice.

Payments are due within 30 days of receipt of the invoice without deduction and free of charges and shall only be deemed made once the amount is at our disposal. In the event of late payment, we shall be entitled to charge default interest at a rate of nine percentage points per annum above the base rate (Section 247 BGB) as well as further damages for delay. Set-off is only permissible against undisputed or legally established counterclaims. A right of retention shall only exist if it arises from the same contractual relationship. Assignment of claims to third parties – with the exception of monetary claims – is not permitted.

If the Customer's financial circumstances deteriorate materially or if such circumstances subsequently become known to us, we shall be entitled to withhold deliveries or to demand advance payment or the provision of security. If these are not provided within the stipulated period, we shall be entitled to withdraw from or terminate the contract and to claim damages.

4. Delivery and Transfer of Risk

Deliveries shall only be made if the Customer has fulfilled its contractual obligations; in particular, we may withhold deliveries if earlier invoices remain unpaid. The defence of non-performance of the contract (Einrede des nicht erfüllten Vertrages) is reserved. We shall endeavour to meet agreed delivery dates; however, such dates shall only be binding if they have been agreed in writing. A delivery date shall be deemed met if readiness for shipment has been communicated. Where dispatch has been agreed, delivery periods shall refer to the point of handover of the goods to the person designated to carry out the shipment.

The delivery time depends on the scope of the order; production usually commences only after order confirmation. If we are affected by measures in the context of industrial disputes, in particular strikes and lockouts, as well as in the event of unforeseen events beyond our control, e.g., traffic and operational disruptions, shortages of materials and energy, delays in delivery by a sub-supplier, etc., our delivery period shall be extended by the duration of the impediment plus a reasonable start-up period. This shall also apply if the Customer fails to perform or delays necessary acts of cooperation or if the Customer initiates changes to the goods. If deliveries are delayed by more than four months for the reasons stated above, we shall be entitled to withdraw from the contract. Other rights of withdrawal remain unaffected.

Partial deliveries are reasonable and therefore permissible. Delivery and transfer of risk shall be Ex Works Minden (EXW, INCOTERMS 2020). The risk shall pass to the Customer upon notification of readiness for shipment. If we – at the Customer's request – commission a freight forwarder, the risk shall pass to the Customer at the latest upon handover of the goods (whereby the commencement of the loading process shall be decisive) to the person designated to carry out the shipment, or once the goods have left our warehouse for the purpose of shipment. This shall apply regardless of who bears the shipping costs or whether delivery is made ex works or delivered.

Unless otherwise agreed, the mode of dispatch, packaging, and transport route shall be at our discretion. If shipment, delivery, or acceptance is delayed by the Customer, the risk shall pass upon notification of readiness for shipment. Transport insurance shall only be taken out at the Customer's express request and expense.

For deliveries with a foreign element, we shall not be obliged, without a separate written agreement, to procure documents or certificates that the Customer requires for the export, transit, or import of goods from/through/into other countries. In the event of default of acceptance or other culpable breach of cooperation obligations by the Customer, we shall be entitled to claim compensation for the resulting damage and any

additional expenses. Storage costs after the transfer of risk shall be borne by the Customer. If stored by us, storage costs shall amount to 0.25% of the invoice amount of the goods to be stored per elapsed week. The assertion and proof of higher or lower storage costs shall remain reserved for both parties.

5. Warranty

The warranty period for newly manufactured goods is one year. This shall not apply in cases of intent, gross negligence, injury to life, body, or health, fraudulent concealment of defects, or assumption of a guarantee. If a defect exists, the Customer may first demand supplementary performance pursuant to Section 439 BGB, whereby we may choose between remedying the defect and delivering a defect-free item.

Any claims for defects by the Customer require that the Customer has duly complied with its obligations to inspect and give notice of defects pursuant to Section 377 of the German Commercial Code (HGB); otherwise, complaints shall be disregarded: the Customer must notify us of defects in writing without undue delay, but no later than within 10 days of receipt of the goods. Defects that cannot be discovered even upon careful inspection within this period must be reported to us in writing immediately upon discovery. Costs for unjustified defect notifications shall be reimbursed by the Customer in the amount incurred. Claims for damages shall be governed exclusively by Section 6.

6. Liability

We shall be liable in accordance with the statutory provisions in cases of intent and gross negligence. In the event of a breach of material contractual obligations (cardinal obligations), we shall also be liable for simple negligence, but limited to the typical, foreseeable damage. Liability for injury to life, body, or health as well as under the German Product Liability Act (Produkthaftungsgesetz) shall remain unaffected. Further claims, in particular against our employees or vicarious agents, are excluded.

7. Intellectual Property Rights

Unless otherwise agreed, we shall deliver the goods free of third-party intellectual property rights exclusively in the country of the agreed delivery. If intellectual property rights are infringed, we may, at our choice, modify or replace the goods or procure a licence. If this is unreasonable, the Customer may withdraw from the contract or reduce the purchase price in accordance with Section 5. Claims for damages shall be governed by Section 6.

In the case of third-party products, we shall be entitled to assert any claims against the sub-supplier in the Customer's name or to assign them to the Customer. Claims against us shall, in these cases, only exist in accordance with this Section 7 if judicial enforcement of

the aforementioned claims against the manufacturers and sub-suppliers has been unsuccessful or is futile, e.g., due to insolvency.

The aforementioned obligations shall only exist on our part to the extent that the Customer notifies us in writing without undue delay of the claims asserted by the third party. No claims shall exist if the Customer is responsible for the infringement – in particular through specific instructions, unforeseen use, or combination with products not supplied by us.

8. Retention of Title

The delivered goods shall remain our property until full payment of all claims. The Customer is obliged to handle the goods with care and to insure them appropriately where applicable. Resale in the ordinary course of business is permissible; the resulting claims are hereby assigned to us, regardless of whether the goods are resold without or after processing. The Customer shall remain authorised to collect these claims even after assignment. Our authority to collect the claims ourselves shall remain unaffected. The Customer shall in particular provide us with information about the assigned claims and their debtors, provide all details necessary for collection, hand over the required documents, and notify the third party of the assignment.

If the Customer duly meets its payment obligations towards us, we shall not collect the claims ourselves. In the event of breach of contract – in particular late payment – we may revoke the resale authorisation. Pledging or assignment by way of security is not permitted. Third-party interference with these goods, in particular seizures, must be notified to us in writing without undue delay. To the extent that the third party is unable to reimburse us for the judicial or extrajudicial costs incurred in connection with the enforcement of our property rights, the Customer shall be liable for such costs.

If the value of the securities existing in our favour exceeds our claims by more than 20% in total, we shall be obliged, at the request of the Customer or a third party affected by over-collateralisation, to release securities to that extent. The choice of securities to be released shall be at our discretion. In the case of processing or treatment of goods delivered by us or in our ownership, we shall be deemed the manufacturer pursuant to Section 950 BGB and shall retain ownership of the products at all times during processing. If third parties are involved in the processing, we shall be limited to a co-ownership share corresponding to the invoice value of the goods delivered under retention of title. The ownership thus acquired shall be deemed reserved property.

In the case of inseparable combination or commingling with other goods not belonging to us, we shall acquire co-ownership of the new item(s) in proportion to our delivered goods relative to the other combined or

commingled goods at the time of combination or commingling. If the Customer's product is to be regarded as the principal item, the Customer hereby assigns proportionate co-ownership to us.

Where the law of the country of destination does not permit retention of title, the Customer undertakes to create equivalent security over the delivered goods or other security at our reasonable discretion (Section 315 BGB). In the event of breach of contract, in particular non-payment (late payment), we shall be entitled to withdraw from the contract and demand return of the goods.

9. Confidentiality

Both parties undertake to treat as confidential – even beyond the termination of the contract – all documents, information, and items that have become known or been made available in the course of the contract and that are legally protected, contain trade or business secrets, are designated as confidential, or are confidential by their nature, unless they are publicly known without breach of the confidentiality obligation.

The contracting parties shall store and secure these items in such a way that access by third parties is excluded. Disclosure to employees shall only be permitted to the extent necessary for the performance of the contract, and such employees must likewise be bound to confidentiality. Disclosure to third parties requires our prior written consent. The Customer shall inform such persons of the confidential nature of the items.

Upon request, confidential information, including any copies, shall be returned without undue delay and/or all copies made (including electronic copies on hard drives and other data carriers) shall be irrevocably deleted, provided they are no longer required or contractual negotiations do not lead to the conclusion of a contract.

10. Force Majeure

Unforeseeable, serious events beyond our sphere of influence – in particular natural disasters, extreme weather conditions, pandemics, war, civil unrest, strikes, and official orders – shall release us from our performance obligations for the duration of the disruption. This shall expressly also apply to serious operational or transport disruptions, unforeseeable energy shortages, widespread raw material scarcity, or non-delivery by our own sub-suppliers.

We shall inform the Customer without undue delay of the occurrence and anticipated duration of the delay. Should the impediment last longer than six weeks, both parties shall be entitled to withdraw from the contract in whole or in part; claims for damages shall be excluded in such cases.

11. Place of Performance, Jurisdiction, and Validity

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Unless otherwise stated in the order confirmation, the place of performance for deliveries and payments shall be our registered office in Minden/Westphalia.

If the Customer is a merchant (Kaufmann), a legal entity under public law, or a special fund under public law, or if the Customer does not have a general place of jurisdiction in the Federal Republic of Germany, the court having jurisdiction over our registered office in Minden/Westphalia shall have exclusive jurisdiction for all disputes arising from the contractual relationship, including actions on cheques, bills of exchange, and documentary proceedings. We shall, however, also be entitled to sue the Customer at its general place of jurisdiction. German law shall apply exclusively, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). In the event of differences in interpretation, the German version shall prevail. Should any provision of these General Terms and Conditions of Delivery and Payment be or become invalid, the validity of the remaining provisions shall not be affected thereby. The statutory provisions shall apply in place of the invalid provision.

As of: May 2026

Note: This English translation is provided for information purposes only. In the event of any discrepancy between the German and the English version, the German version shall prevail.