
	TERMS AND CONDITIONS OF PURCHASE OF GOODS OF LAMEX HORNS GMBH, HAMBURG	Document No. 4.1.6 PO1DE
		Version. 1.0


GENERAL PROVISIONS

- 1.1 Only these terms of purchase (hereinafter the "**Conditions**") shall be applicable to all orders by LAMEX Horns GmbH (as "**we**"). Differing or supplementing conditions of the supplier shall apply only if we consent to those conditions in writing, even if we do not expressly object to them.
- 1.2 The Conditions only apply in B2B business, i.e. towards entrepreneurs within the meaning of § 14 para. 1 German Civil Code (BGB) and legal public law entities or public special funds within the meaning of § 310 para. 1 German Civil Code.
- 1.3 These Conditions also apply to future transactions concluded with the supplier under ongoing business relationship, or to equivalent contracts in the future, in its then current version at the time of conclusion of any future agreement, even if we do not refer to them again in each individual case. These Conditions are amended from time to time. The latest version shall apply, as published on our website <https://www.lamexfoods.eu/legal/terms-and-conditions/>
- 1.4 Individual agreements made with the supplier (including side agreements, additions and changes) take precedence over these Conditions. A written contract or our written confirmation is decisive for the content of such agreements, subject to proof to the contrary. The same applies for master agreements.
- 1.5 References to legal provisions are made for clarification only. Even without such a clarification, the legal regulations therefore apply, unless they are directly changed or expressly excluded in these Conditions. The rights and remedies provided to us herein shall be cumulative and in addition to any other rights and remedies provided at law.
- 1.6 Legally relevant declarations and notifications the supplier may make towards us after contract conclusion (e. g., setting deadlines, warnings, or declarations of withdrawal) must be in writing to be effective (e. g., by letter, email or fax).

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ORDERS, OFFERS AND ORDER CONFIRMATIONS

- 2.1 Our request for supply of goods constitute a non-binding quotation to the supplier to provide an offer for supply of the relevant goods. All offers provided by the Supplier, will remain open for 30 days from its date. Contracts only come into existence through our acceptance of the offer within the binding period.
- 2.2 If in individual cases our quotations are explicitly defined as binding orders, our orders are valid only if they are made in writing or the supplier confirms them in writing without undue delay after receiving the order. If the supplier fails to accept our order in writing within two weeks (or within a commitment period we specify explicitly), we will no longer be bound by that order. Subsequent acceptance by the supplier will therefore be deemed a new offer and will require our acceptance in accordance with Section 2.1. The Supplier shall be deemed to have accepted this Contract upon: (a) returning to us an acceptance of our order or (b) dispatch notice according to Section 4.2.
- 2.3 All our tender documents will remain our property, especially drawings, plans, calculations and technical specifications. They must not be disclosed to third parties without our prior consent. We remain the owner of industrial property rights and copyrights.
- 2.4 We may terminate the contract at any time through written declaration and indication of grounds if we can no longer use the ordered products in our business operations for reasons over which we have no control that arise after contract conclusion. In this case, we will remunerate the supplier for any partial service the supplier may have rendered up to the termination, against proof; any further compensation shall be excluded. In case we terminate an agreement of works with the supplier Section 648 of the German Civil Code shall be excluded insofar.

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DELIVERY

- 3.1 Deadlines and delivery periods are legally binding.
- 3.2 If delivery is made prematurely, we may refuse that service or send the goods back. If we do not send the goods back, we will store them at the supplier's risk and expense.
- 3.3 If it becomes recognizable that the supplier will not be able to comply with a performance deadline in part or in full, the supplier must inform us in writing without undue delay, specifying grounds and the anticipated duration of the delay. If this obligation is culpably breached, the supplier will be liable for damage compensation. Possible further claims against the supplier, including the supplier's default liability, shall remain unaffected even in case the supplier complies with its duty of information.
- 3.4 If the supplier does not comply with a delivery date (or a delivery period which can be determined according to the calendar) the supplier shall be in default without a reminder or setting of a grace period. The default will be deemed to have occurred at the following times: if the delivery deadline was fixed on a calendar day, on expiry of that day; if it was fixed to occur during a certain calendar week, on expiry of the last business day of that week; if it was fixed to occur during a certain calendar month, on expiry of the last business day of that month. Business day means any other day than a Sunday, a general holiday officially recognized at the place of our registered office (Hamburg, Germany), or a Saturday.
- 3.5 If the supplier defaults on a delivery or service, we may charge a contractual penalty amounting to 0.15% per calendar day, up to a maximum of 5% of the value of the late delivery or service. Our right to withdraw from the contract or assert further claims (e.g., claims to damage compensation) remains unaffected. The supplier may present evidence to verify that no damage or damage in a lower amount has been caused by default. We can declare the assertion of the contractual penalty until the final payment even if we accepted the delivery or service without reserving the right to claim for the penalty. Our further legal rights are expressly not affected.
- 3.6 Unless otherwise expressly agreed for individual cases, the supplier will bear the procurement risk. Harvest retention clauses or self-supply clauses only apply if they have been expressly agreed with the supplier.

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3.7 We are entitled to request a change of the time or place of the delivery, or the type of packaging, by written notification at any time prior to the agreed delivery date. Provided the requested changes cannot be implemented within the limits of the supplier's normal shipping process without significant additional expense or delays in delivery, the supplier must notify us in writing of the additional costs or anticipated delivery delays. In such case we are entitled to choose whether to accept the proposed contract changes or to claim for unchanged delivery conditions.


3.8 The Goods shall be marked in accordance with our instructions and any applicable regulations or requirements of the carrier, and properly packed and secured to reach their destination in an undamaged condition in the ordinary course. In any case a delivery note indicating our order number, the exact description, quantity, weight (gross and net), must be included with every delivery. We will not be responsible for delays in processing or payment resulting from a missing or incomplete delivery note.

DISPATCH GUIDELINES; DISPATCH NOTICES

4.1 The supplier will take back empty containers and packaging at its own expense on our request unless we have explicitly agreed to bear these costs.

4.2 The shipping documents must bear our order number. After shipping has occurred, a dispatch notice containing the exact description, quantity, weight (gross and net), type and packaging of the goods must be sent to us immediately.

4.3 If the demanded dispatch notice for a delivery are not issued in a timely manner or if the above information is missing in the shipping documents or dispatch notice, for reasons for which the supplier is responsible, delays can result. If this occurs, we may store the goods on our premises until we receive the shipping documents and the complete information, at supplier's costs and risk.


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PRICE; RISK ASSUMPTION; RESERVATION OF TITLE

- 5.1 Unless agreed otherwise in writing, the agreed price includes free delivery to the specified delivery address ('DDP' Incoterms 2020). For the avoidance of doubt, the agreed prices cover all ancillary costs including packaging, customs and shipping, and taking back of empty containers and packaging. The price indicated in the order is binding. The agreed and offered prices are net prices (without VAT).
- 5.2 Unless otherwise agreed, no remuneration or compensation will be granted for the supplier's visits, offer preparation, cost estimates, projects, etc., regardless of whether an order is made and regardless whether these activities are done in an ongoing business relationship or for marketing purposes.
- 5.3 The supplier will bear the risk of accidental destruction or deterioration until the risk is transferred (through handover in the case of purchase contracts, or through acceptance if agreed or in the case of contracts for work, cf. clause 6.6 below) at the agreed delivery location. This also applies if shipping has been agreed.
- 5.4 Supplier's reservations of title will apply only if it is related to our payment obligation for the respective products over which the supplier reserves ownership. In particular, expanded or extended reservations of title are not permitted.


RECEIVING, ACCEPTING AND INSPECTING THE GOODS

- 6.1 Force majeure or other unforeseeable circumstances beyond our control including but not limited to interruptions of operations, strikes, lock-outs, lack of means of transportation, difficulties in procuring raw materials and energy, terrorist acts or orders imposed by the authorities entitle us to postpone acceptance of deliveries / services accordingly.
- 6.2 If excess deliveries are made beyond the commercially typical extent, we reserve the right to send back the excess goods at the supplier's risk and expense.
- 6.3 For the merchant's obligation to inspect goods and give notice of defects, the statutory provisions (Section 377 of the German Commercial Code) will apply with the following provisos: our obligation to inspect is limited to defects that become apparent during our

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incoming goods inspection through visual examination including the shipping documents (e. g., transport damage, incorrect or short delivery) or which are recognizable during quality control in a random sampling procedure. If acceptance has been agreed, there is no obligation to inspect. Our obligation to give notice of defects discovered later remains unaffected. Without prejudice to our obligation to inspect, our notice of defects will be deemed to have been given promptly and without undue delay, in any case, if it is sent within seven business days, as defined under section 3.4 from delivery. The period does not begin to run before the goods are in our actual control or in the control of a third party to which the goods have to be delivered to according to our instructions. Goods that have not been released from customs are explicitly not in our control.

- 6.4 If the supply agreement provides for direct delivery to our customers (Streckengeschäft) the notification period expires ten business days, as defined under 3.4 above, from discovery or, for obvious defects, from the day of delivery, at the earliest. The same applies if the goods are delivered to storage facilities operated by a third-party.
- 6.5 By way of derogation according to Section 442 para. 1 sentence 2 German Civil Code, we are also entitled to unrestricted claims for defects if we remained unaware of the defect when the contract is entered into due to gross negligence.
- 6.6 If formal acceptance of goods or services has been agreed or if acceptance is required by law, then supplier can request that the goods / services are formally inspected as soon as finished, for acceptance by us in line with the German Civil Code. The risk passes over to us upon acceptance. We will perform the acceptance test in a timely manner during the course of ordinary business provided the goods / services comply with the agreed specifications.

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PAYMENT

- 7.1 The supplier shall be entitled to invoice us on or at any time after delivery of the goods or the complete rendering of works or services, as the case may be, and each invoice shall quote our order number. Unless otherwise stated in the order, we shall pay the price of the goods within 30 days after the end of the month of receipt of a proper invoice or, if later, after any acceptance. Payment default at an earlier time is excluded. We will not owe any interest on maturity. The default interest is limited to five percentage points above the base interest rate as per Section 247 German Civil Code unless the supplier can prove that damages were greater. If a bank transfer is made, the payment will be deemed to have been made on time if our bank receives our transfer order before the payment period expires. We are not responsible for delays caused by the banks participating in the payment procedure.
- 7.2 Neither down payments nor interim payments are considered as acknowledgment of conformity with the contract or as proper fulfilment of services by the supplier.
- 7.3 All invoices must be auditable. In particular, they must contain the supplier's name, postal address, email address and telephone number, and the name of the products and possibly their description, volumes or amounts, destination and order number and order date. They should correspond to the wording, textual sequence and prices of the order. All invoices shall include the required tax information, inter alia VAT number and performance period. Any excesses or shortfalls in performance must be listed separately on the invoice. The agreed prices are net prices (without VAT). VAT must be shown separately on the invoices.
- 7.4 We can process invoices only on time if they indicate the required information is provided. We are not responsible for payment delays incurred by missing or false invoice data.


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PRODUCT LIABILITY, INDEMNITY AND INSURANCE


- 8.1 In line with applicable German law, any limitation of product liability is null and void.
- 8.2 The supplier will indemnify us and hold us harmless on first request against damage compensation claims asserted against us due to a defect in a product that supplier has delivered, insofar as the defect originated within the supplier's sphere of control and organization and the supplier is liable in relation to third parties. Within this framework, the supplier will also reimburse any expenses as per Sections 670 and 683 German Civil Code which arise from or in relation to a recall action we have performed. If possible and feasible, we will inform the supplier about the content and scope of the recall actions to be performed and will give the supplier a chance to make a statement.
- 8.3 The supplier will maintain a business liability insurance (Betriebshaftpflichtversicherung) as well as a product liability insurance (Produkthaftpflichtversicherung) in accordance with the German Insurance Contract Act at its own expense with an adequate coverage amount of at least EUR 2,000,000 per incident of personal injury (including death), financial damages and material damage, given that such insurance coverage must cover the product recall risk and all damages in connection with a recall. The policy must name as additional insured "the purchaser and its officers, directors, agents and employees", and the policy must provide for thirty days' prior written notice to the purchaser of cancellation. Upon Purchaser's request, Supplier shall promptly provide Purchaser with evidence satisfactory to Purchaser of such insurance coverage.

QUALITY REQUIREMENTS, ORIGINS OF THE GOODS AND MINIMUM SOCIAL STANDARDS

- 9.1 The supplier ensures that the goods / services meet the agreed quality requirements.
- 9.2 Under the statutory provisions, the supplier will particularly ensure that the goods have the agreed specifications when the risk passes over to us. In any case, the product descriptions forming the subject matter of the respective contract (especially by being identified or referred to as such in our order), or which were included in the contract in the same manner as these Conditions, will be deemed an agreement on specifications.
- 9.3 We are entitled to the complete statutory warranty rights. We object to any limitation of the statutory warranty rights, including the ensuing claims to damage compensation.


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- 9.4 Unless otherwise agreed, the statute of limitation for defect claims is 36 months after the risk is transferred (or, if acceptance is agreed, after the acceptance). If longer periods are stipulated by law (e.g., for construction), those periods will apply. For repaired or replaced parts, the statute of limitations period shall start again from the time the defect is remedied. The 36-month limitation period also applies to claims from defects of title, whereby the statutory limitation period for third-party claims for surrender in rem (Sec. 438 para. 1 no. 1 BGB) will remain unaffected. Claims from defects of title will not become time-barred in any case, as long as the third party can still assert the right against us, especially because it is not yet time-barred.
- 9.5 In urgent cases, especially if there is imminent danger or to avoid greater damages, we may also rectify defects ourselves, have them rectified, or procure a replacement, at the supplier's expense, even if no grace period has been granted to the supplier for subsequent performance or such a period has not yet expired. We will inform the supplier thereof without undue delay.
- 9.6 The characteristics of initial samples approved by us will be deemed a quality guarantee. Otherwise, our approval has no influence on the supplier's liability for defects, since the examination of the initial sample can refer only to the sample's basic suitability and visible condition, but not to the defect-free state of the products sent later. Our acceptance or approval of drawings, plans or models presented by the supplier will not affect the supplier's sole responsibility for rendering the service properly.
- 9.7 The supplier will inform us in writing about the actual or suspected defects of delivered goods without undue delay.
- 9.8 If the discovery of a defect forces us to take special measures such as inspections or sorting, the supplier will reimburse the reasonable costs for such a procedure if that party is responsible for the defect.
- 9.9 We may change product specifications by unilateral declaration at any time through written notification at any time prior to the agreed delivery date. Provided the requested changes cannot be implemented within the limits of the supplier's normal shipping process without significant additional expense or delays in delivery the supplier must notify us in writing of the additional costs or anticipated delivery delays. In such case we are entitled to choose whether to accept the proposed contract changes or to claim for unchanged delivery conditions.

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GUARANTEES

- 10.1 Delivered food must be marketable and fit for human consumption. The supplier will, at its own cost, strictly comply with the statutory requirements of German and European food law, particularly Regulations (EC) 852/2004 (regulation on food hygiene) and (EC) 396/2005 (regulation on maximum permissible residues), when delivering food and food contact materials. We will not accept deviations from those requirements even if we are notified of them before or during delivery. The supplier will also comply with the acknowledged rules of technology, especially the specifications, standards and guidelines regarding execution, accident prevention and environmental protection issued by the legislature, the supervisory authorities or the employers' liability insurance association. The standards and guidelines listed above apply as amended and in force.
- 10.2 Additionally, if goods are manufactured abroad or earmarked for delivery to a foreign country of which the supplier is aware, the supplier is obliged to comply with the laws which apply to such country and the laws of the country of final destination of the goods if such country deviates from the place of delivery. The supplier will, at its own cost, comply, with all applicable import and export laws and requirements.
- 10.3 Without limiting the foregoing the supplier expressly represents, guarantees and warrants that:
- (a) The supplier maintains all required licenses, registrations, and approvals for the goods to be imported into the country earmarked for delivery.
 - (b) The goods are not adulterated or misbranded within the meaning of the applicable law.
 - (c) The goods conform to any statements made on the containers or labels or advertising material or pamphlets for such products, and that the products will be adequately contained, packaged, marked and labeled, in sanitary, food-safe containers,
 - (d) The Products are processed, packed, stored, and transported under clean and sanitary conditions, in compliance with all state and local regulations, and the laws of the country earmarked for delivery.
 - (e) Any and all pesticide applications and pesticide residues comply the laws of the country earmarked for delivery, and that supplier will conduct all necessary testing for such approvals, if any,

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- (f) If the Product is a perishable agricultural commodity, that the product sold is produced from the most recent crop cycle, and shipped within two months of the processing/fill date, unless expressly agreed to in writing by us,
- (g) Frozen goods must be transported and stored continuously with a maximum temperature of at least – 18 degrees Celsius,


10.4 If the goods to be delivered require a CE mark, the supplier will ensure those goods are labeled accordingly and will bear the costs incurred. If a CE Declaration of Conformity is required by law, that declaration must be handed over to us simultaneously with the delivery of the goods. The handover of that declaration is a condition of contractual fulfillment.

INDUSTRIAL PROPERTY RIGHTS

The supplier ensures that the goods / services are free from third-party industrial rights. If third-party industrial property rights are breached, the supplier will compensate us for all damages incurred thereby, regardless of culpability. We may also obtain from the holder of such protective rights the required permit for delivery, commissioning, use, resale, etc., for the delivery object or service, at the supplier's reasonable expense, if the supplier is unable to remedy the defect of title within a reasonable period.

CONFIDENTIALITY

12.1 The supplier undertakes that it shall not disclose to any person any confidential information disclosed to it by us concerning our business or affairs or of any affiliated company, except as permitted by clause 12.2 below. "Confidential Information" means information marked as confidential or which is otherwise of a confidential nature (including, but not limited to, trade secrets and information of commercial value, technical information, price lists, data, business plans, customer information, party's operations, processes, plans, product information, know-how, designs, software and market opportunities) known to the supplier and concerning us or the goods. The supplier will treat the contracts and all associated commercial and technical details as strictly confidential. Information we have provided, or drawings, etc. created by us on the basis of such information, may be otherwise used or exploited only with our written permission.

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12.2 The supplier may disclose our confidential information:

- a. to its employees, officers, agents, consultants or sub-contractors (representatives) who need to know such information for the purposes of carrying out the its obligations under this contract, provided that the supplier takes all reasonable steps to ensure that its representatives comply with the confidentiality obligations contained in clause 12.1 as if they were a party to this contract. The supplier shall be responsible for its representatives' compliance with the confidentiality obligations set out in this clause; and
- b. as may be required by law, court order or any governmental or regulatory authority.

The supplier will not be in breach of this clause, however, in relation to information already in its possession or within the public domain (other than as a result of a breach of this clause).

12.3 We reserve all rights in our confidential information. No rights or obligations in respect of our confidential information other than those expressly stated in these Conditions are granted to supplier or necessary to perform the contract.


ASSIGNMENT; PROHIBITION OF OFFSETTING

13.1 The supplier may not assign its claims under the contractual relationship to third parties. This does not apply where monetary claims are concerned (Section 354a German Commercial Code).

13.2 The supplier may set off only those claims which are undisputed or determined by a final legal judgement. The same applies to rights of retention and rights to withhold services. We are entitled to our full rights of offsetting and rights to refuse performance.

SUBCONTRACTORS

14.1 Calling in subcontractors requires our prior written consent. Subcontractors must be named in the offer with complete business address and production facilities concerned. Information

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must be specified for the respective subcontractor's scope of delivery and service. The supplier will impose on the subcontractor all obligations the supplier has taken over from us regarding the tasks the subcontractor will take over from the supplier and will ensure compliance with those obligations. The supplier will guarantee the subcontractor's deliveries and services as though they were the supplier's own. The subcontractor will thus be deemed the supplier's vicarious agent.


- 14.2 The supplier may not prevent that party's subcontractors from concluding contracts with us for other deliveries or services.

COMPLIANCE

- 15.1 The supplier shall comply with the guidelines set out in Appendix A to these conditions as may be amended from time to time. The supplier will impose these obligations on its upstream suppliers.
- 15.2 The supplier agrees that in performing its obligations it shall comply with the provisions of the UK Data Protection Act 1998 and the Regulation (EU) 2016/679 (General Data Protection Regulation) as well as the guidelines as set out further in Appendix A.
- 15.3 The supplier ensures that the goods, regardless of the country of origin, were produced
- a) under humane conditions;
 - b) under non-employment of children;
 - c) in compliance with internationally recognized minimal social standards under payment of living wages under strict compliance with applicable minimum wages legislation; and
 - d) the supplier ensures that he meets tax and social insurance obligations in respect of his employees, which also applies for temporary employees.

The supplier will impose the obligations under this Section 15.3 a) – d) above on its upstream suppliers. The supplier ensures that the principles above will be complied with through suitable periodic controls in the manufacturing company.

- 15.4 The supplier ensures that his upstream suppliers, if any, act in full compliance with the provisions of applicable minimum wages legislation. On demand, the supplier has to provide evidence to us at any time that the wages paid by the supplier and its sub-suppliers comply

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with the applicable minimum wages' legislation. We are entitled to withhold an appropriate part of due payments until said evidence has been furnished to us. In case the supplier does not provide sufficient evidence within one month upon demand we are entitled to withdraw from the contract with the supplier or to terminate it on good cause.

The supplier undertakes to hold us harmless on first written demand from third-party claims based on the non-payment or shortfall of minimum wages in respect of his employees and the employees of its sub-suppliers.

15.5 The supplier ensures further:

- a) Supplier carries the requisite certifications/registrations for its food facilities as applicable, and their equivalent governing bodies in the country earmarked for delivery in accordance with Section 10.2.
- b) Supplier will comply with all inspection requests, and adhere to all safety requirements, of us and any governmental entity which has jurisdiction over the products and services.
- c) Supplier warrants that the procedures by which supplier was approved as a vendor, if this is the case, by us will be followed unless otherwise agreed to in writing by us.

15.6 If the goods were the object of a serious breach of antitrust law (such as arrangements regarding quotes or price, or allocation of territory or customers), in which the supplier was involved, lump-sum damage compensation will be charged in the amount of 10% of the net contract value of the goods in question. Proof of higher or lower damages remains reserved.

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TERMINATION ON GOOD CAUSE / RIGHT OF WITHDRAWAL


16.1 Both parties are entitled to terminate the contract on good cause under the requirements of the applicable law.

16.2 Good cause shall be deemed to exist for us, in particular, when

- (a) the supplier or its sub-suppliers refuse access to their premises for the purposes of an audit,
- (b) the supplier is in breach of its obligation under Section 15.1, 15.3 or 15.4 above.
- (c) the supplier makes any voluntary arrangements with the creditors within the meaning of the German Insolvency Act or such any other equivalent under the laws of the supplier's country or becomes subject to an administration order or goes into liquidation.
- (d) an encumbrancer takes possession, or a receiver is appointed of any of the property or assets of the supplier,
- (e) the supplier ceases or threatens to cease to carry on business or
- (f) we reasonably apprehend that any of the events mentioned above is about to occur in relation to the supplier and notify the supplier accordingly if the supplier has failed to correct the situation within an adequate period set by us.

The statutory right of termination on good cause is not restricted under this Section 16.2. A termination under this Section 16.2 (a) to (f) shall not require a previous warning notice, i.e. a single violation is sufficient to give reason for an extraordinary termination.


16.3 At our discretion, we are entitled to withdraw from the contract if one of the prerequisites Section 16.2 (a) to (f) above is fulfilled. The mandatory rights, such as damages claims, are not restricted by the provisions of this Section 16.

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PLACE OF FULFILMENT; APPLICABLE LAW; PLACE OF JURISDICTION

- 17.1 For deliveries and services, the place of fulfilment and for payments is the place of our registered seat.
- 17.2 German law will apply to all claims arising from or relating to this contract, under exclusion of international conflict-of-law provisions, especially the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 17.3 The parties shall, in the event of a dispute which remains unresolved within fourteen days of arising, attempt to settle such dispute in accordance with the German Mediation Act. We are entitled to terminate the mediation process at any time.
- 17.4 If the supplier is a merchant, the sole place of jurisdiction for all disputes arising from or relating to this contractual relationship will be the competent court in our registered office. However, in all cases we may also sue at the place of fulfilment for the delivery obligation, or at the supplier's general place of jurisdiction. Compulsory statutory provisions, especially regarding exclusive competence, remain unaffected and take priority.
- 17.5 Should individual clauses of these Conditions be invalid, this shall not affect the validity of the remaining clauses.

Hamburg, 28th of April 2020

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Appendix A

1. Data Protection

a) In this clause 1, the following expressions have the following meaning:

“**General Data Protection Regulation**” or “**GDPR**” is the Regulation (EU) 2016/679 (General Data Protection Regulation) that will be applied to the processing of personal data in the context of the activities of an establishment of a controller or a processor in the Union, regardless of whether the processing takes place in the EU or not.

“**Personal Data**” is defined as any information relating to an identified or identifiable natural person (“**Data Subject**”); an identifiable natural person is one who can be identified directly or indirectly, by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. GDPR applies to personal data such as name, sex, age, passport, ID, nationality, HR data, contact details, on line purchases, credit card details, payroll, airline passenger lists, dietary preferences, airport control cameras data, hotel reservations etc. and to special categories of sensitive data such as economic, health, genetic and biometric data.

“**Processing**” means any operation or set of operations which is performed on personal data or on sets of personal data, if automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“**Controller**” is the natural or legal person, public authority, agency or other body, which alone or jointly with others, determines the purposes and means of the processing of personal data.

“**Processor**” means the natural or legal person, public authority, agency or other body which processes data on behalf of the controller.

“**Consent of the data subject**” means any freely given, specific, informed and unambiguous indication of the data subject’s wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of personal data relating to him or her.

“**Special Categories of Data**” is revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership. Genetic data, health data or data concerning the person’s sex life or sexual orientation.


“**Protected Data Breach**” means any breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, any Protected Data;

“**Protected Data**” means Personal Data received from or on behalf of us, or otherwise obtained, in connection with the performance of the supplier’s obligations under any Contract, for which we are responsible as a controller;


b) In respect of the processing of Protected Data by the supplier or the supplier’s personnel under or in connection with the contract, the supplier shall, and shall procure that the supplier’s personnel shall:

(1) only process the Protected Data to the extent required to provide the services in accordance with the terms of the contract or otherwise in accordance with documented instructions of us from time to time;

(2) not otherwise modify, amend or alter the contents of the Protected Data or disclose or permit the disclosure of any of the Protected Data to any third party, unless specifically authorized to do so in writing by us;

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- (3) implement appropriate technical and organizational measures to:
- protect Protected Data against unauthorized or unlawful processing and against accidental or unlawful loss, destruction, damage, alteration or disclosure;
 - comply with Data Protection Legislation; and
 - ensure the protection of the rights of the Data Subject;
- (4) ensure that all Supplier's personnel engaged in the provision of the services under any agreement with us have entered into confidentiality agreements with the supplier and shall further ensure that such personnel are made aware of and observe the Processor's obligations under the contract with regard to the security and protection of Protected Data;
- (5) process the Protected Data in accordance with the Data Protection Legislation and not do or permit anything to be done which causes us in any way to be in breach of the Data Protection Legislation;
- (6) provide written evidence of the supplier's compliance with Data Protection Legislation as may be reasonably requested by us from time to time;
- (7) co-operate and assist, as requested by us, and put appropriate technical and organizational measures in place to enable us to comply with any exercise of rights by a Data Subject under Data Protection Legislation;
- (8) not process the Protected Data anywhere outside the EEA without the prior written consent of us;
- (9) at the request of us or any competent regulatory or supervisory authority, submit for audit the processing activities and related facilities carried out pursuant to the contract, which shall be carried out by us, our authorized representatives (bound by a duty of confidentiality) and/or representatives of the relevant regulatory or supervisory authority;
- c) The supplier shall notify us as soon as reasonably practicable and in any event within 24 hours of:
- any legally binding request for disclosure of Protected Data by a law enforcement or other competent authority, unless prohibited by law from doing so;
 - any request received directly from a Data Subject without responding to that request, unless required by law or it has been otherwise authorized by us to do so;
 - receiving any correspondence, notice or other communication whether orally or in writing from the Information Commissioner's Office ("*ICO*"), any other relevant data protection regulator or any other regulator or person, relating to the Protected Data; and
 - becoming aware of a breach of the provisions of this condition.
- d) Without prejudice to any other provision of the contract, we may, on reasonable notice request a detailed written description of:
- the technical and organizational method employed by the supplier and any sub-processors (if any) for the processing of Protected Data;
 - the processing activities carried out by the supplier on behalf of us containing at least the amount of details required by article 30(2) of the GDPR.
- Within ten days of receipt by the supplier of our written request, the supplier shall deliver a written report to us in sufficient details that we can reasonably determine whether or not any applicable Protected Data is being or has been processed in compliance with the GDPR.
- e) Without prejudice to the other provisions of this condition, if the supplier or any member of the Supplier's personnel becomes aware of any Protected Data Breach, the supplier shall promptly (but in any event within 24 hours of discovery) notify us. The supplier shall, at no additional cost to us,

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provide us with all resources, assistance and co-operation as are required by us for us to notify the ICO and any other relevant data protection regulator of such Protected Data Breach and for us to provide such reports or information as may be requested by them in relation to such Protected Data Breach and for us to notify the relevant Data Subjects of such Protected Data Breach, as applicable.

f) The supplier shall, at no additional cost to us, provide us with all resources and assistance as required by us for us to discharge its duties pursuant to articles 35 and 36 of the GDPR, including but not limited to, promptly at the request of us providing information in respect of any data protection impact assessment with us conducts.

g) Where the supplier sub-contracts any of its obligations under this condition, with the consent of us, it shall do so only by way of written agreement with the sub-processor, which imposes the same obligations on the sub-processor as are imposed on the supplier under this condition. The supplier shall inform us of any sub-processors in advance. In any event, the Supplier shall be liable for the acts and omissions of its agents, personnel and sub-processors as if they were its own acts and omissions.

h) On expiry or termination of the Contract, the supplier shall immediately cease processing the Protected Data and arrange for the prompt and safe return or the destruction of all the Protected Data with all copies in its possession or control and certify that such destruction or return has taken place.

2. Anti-bribery and Corruption

The supplier shall:

a) comply with all applicable laws, statutes and regulations relating to anti-bribery and corruption, including the German Act on Administrative Offences, Section 108 and 299-335a of the German Criminal Code, the UK Bribery Act 2010;

b) have and maintain in place its own policies and procedures to ensure compliance with all applicable laws, statutes and regulations relating to anti-bribery and corruption;

c) implement due diligence procedures for its own suppliers, subcontractors and other participants to ensure that there is no bribery or corrupt business practices in its supply chains;


d) represent, warrant and undertake that neither the supplier nor any of its officers, employees, subsidiaries, affiliates or other persons associated with it:

- has been convicted of any offense relating to bribery or corrupt business practices;

- has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with bribery or corrupt business practices;

e) notify us as soon as it becomes aware of any actual or suspected bribe or corrupt business practice within its operations or its supply chain, including any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body; and

f) promptly report to us any request or demand for any undue financial or other advantage of any kind received by the Supplier or if a foreign public official becomes an officer or employee of the supplier or acquires a direct or indirect interest in the supplier.

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3. Antislavery

The supplier shall:

- a) comply with all applicable laws, statutes and regulations relating to slavery, involuntary servitude, debt bondage, forced labour or human trafficking (Modern Slavery) including Section 232 of the German Penal Code and the UK Modern Slavery Act 2015 and take reasonable steps to ensure that there are no Modern Slavery issues in the Supplier's supply chains or in any part of their business;
- b) have and maintain in place its own policies and procedures to ensure compliance with all Modern Slavery laws, statutes and regulations;
- c) implement due diligence procedures for its own suppliers, subcontractors and other participants to ensure that there are no Modern Slavery issues in its supply chains;
- d) represent, warrant and undertake that it conducts its business in a manner that is consistent with the principles of Section 232 of the German Penal Code and the UK Modern Slavery Act 2015 and that neither the Supplier nor the any of its officers, employees, subsidiaries, affiliates or other persons associated with it:
 - has been convicted of any offence relating to Modern Slavery; and
 - has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental administrative or regulatory body regarding any offence or alleged offence of or in connection with Modern Slavery;
- e) notify us as soon as it becomes aware of any actual or suspected Modern Slavery in the supply chain, including any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body; and
- f) maintain a complete and accurate set of records to trace the supply chain of all goods and services provided to us.


4. Tax Evasion

Lamex Food Group Limited and its subsidiaries, conduct their activities with integrity, transparency and fairness. They are committed to the prevention of the facilitation of tax evasion as they recognise the importance of fostering a positive culture of tax compliance and maintaining the confidence of staff, partner organisations, other suppliers, customers, third parties and the tax authorities.

Lamex Food Group Limited and its subsidiaries do not and will not work with others who do not share their commitment to preventing the facilitation of tax evasion.

The supplier shall:

- a) Comply with all applicable laws, statutes and regulations relating to tax evasion, including Section 370 of the German Fiscal Code and the UK Criminal Finances Act 2017 and take reasonable steps to ensure that there are no Criminal Finances issues in the Supplier's supply chains or in any part of their business;
- b) have and maintain in place its own policies and procedures to ensure compliance with all Tax Evasion laws, statutes and regulations;
- c) implement due diligence procedures for its own Suppliers and Customers, subcontractors and other participants to ensure that there are no Tax Evasion issues in its supply chains;
- d) represent, warrant and undertake that it conducts its business in a manner that is consistent with the principles of Section 370 of the German Fiscal Code and the UK Criminal Finances Act 2017 and that neither the Supplier nor the any of its officers, employees, subsidiaries, affiliates or other persons associated with it:

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- has been convicted of any offence relating to Tax Evasion; and
- has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental administrative or regulatory body regarding any offence or alleged offence of or in connection with Tax Evasion;
- e) notify us as soon as it becomes aware of any actual or suspected Tax Evasion in the supply chain, including any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body; and
- f) keep books and records of all financial transactions and expenditures in connection with their contracts.
