

General Terms and Conditions of Purchase of Gittis Naturprodukte GmbH

1. Authoritative Terms

- 1.1. These General Terms and Conditions of Purchase (hereinafter referred to as "GTCP") shall constitute an integral part of all contracts with contractual partners (hereinafter referred to as "Supplier") from whom Gittis Naturprodukte GmbH (hereinafter referred to as "Gittis") receives services or deliveries. These GTCP shall also form the basis for inquiries and orders placed by Gittis. By accepting an order, these GTCP shall become an integral part of the contract and shall take precedence over any general terms and conditions of the Supplier.
- 1.2. These GTCP shall also apply to all future transactions with the Supplier.

2. Subject of the Order, Conclusion of the Contract

- 2.1. Inquiries from Gittis shall always be non-binding.
- 2.2. Supplier's offers and cost estimates shall always be binding and shall not to be remunerated, unless expressly agreed otherwise.
- 2.3. The scope of the services or deliveries to be rendered shall result from the order(s) placed by Gittis.

3. Deliveries and Deadlines, Delay

- 3.1. Agreed delivery dates and deadlines shall be binding upon the Supplier. The receipt of the goods at the delivery address specified by Gittis or agreed between the Parties shall be decisive for the compliance with delivery dates or delivery periods.
- 3.2. Partial deliveries and premature deliveries are not permitted unless Gittis has expressly agreed to them.
- 3.3. Any unconditional acceptance of a delayed delivery or service shall not constitute a waiver of any claims Gittis may be entitled to due to the delayed delivery or service.
- 3.4. If agreed deadlines are not met, the respectively applicable statutory provisions shall apply. If the Supplier encounters difficulties which could be an obstacle for delivering on time or in the agreed quality, the Supplier shall have to inform Gittis immediately, precisely stating the reasons for the delay.
- 3.5. The Supplier shall bear the risk until acceptance by Gittis at the place to which the goods are to be delivered according to the order.
- 3.6. The Supplier guarantees a comprehensive inspection of outgoing goods in order to safeguard perfect quality. Any acceptance shall always be subject to inspection for freedom from defects, in particular but not limited to for correctness, completeness and suitability. Gittis shall be entitled to inspect the delivery in the ordinary course of business as far as and as soon as this is feasible for Gittis. Any obligation on the part of Gittis to give notice of defects shall be excluded, Sec 377 et seq. of the Austrian Commercial Code shall not apply.
- 3.7. With respect to quantities, weights and dimensions, the respective values determined by Gittis upon acceptance shall be decisive, unless proven otherwise.

4. Packaging, Origin of Goods

- 4.1. The goods shall be packed in a manner suitable for transport.
- 4.2. The Supplier shall document the country of origin of the goods by means of appropriate, suitable evidence (certificate of origin). Any changes of the country of origin of the goods shall be notified to Gittis without any delay. The Supplier shall indemnify Gittis from and against all costs incurred as a result of inaccurate, incomplete or faulty statements or documents of origin.

5. Warranty

- 5.1. The Supplier guarantees that the goods have the usually assumed and expressly agreed properties and qualities and are suitable for the intended purpose. The Supplier further guarantees to comply with any applicable laws and regulations as well as with the relevant codes of conduct and compliance rules when performing contractual services.
- 5.2. The acceptance of goods or services or the respective payments by Gittis shall in no case imply any acknowledgement of freedom from defects.
- 5.3. If any defect becomes apparent within six months from the transfer of risk, it shall be assumed that such defect was already present at the time of the transfer of risk.

- 5.4. If a delivery or service is defective, Gittis will request the Supplier to either replace or correct the defective delivery or service within a period to be specified by Gittis. If no replacement or no complete correction is made within such period, Gittis may, at its own discretion, either withdraw from the contract or claim a price reduction. Defects cannot only be asserted in court, but also in writing to the Supplier in order to be legally valid. Warranty claims asserted in writing within the warranty period can therefore also be asserted in court after expiry of the warranty period.
- 5.5. In case the Supplier does not immediately start to correct the defect after being requested to do so, Gittis may, in urgent cases, in particular to avert acute danger or to avoid major damage, at the Supplier's expense also correct the defect itself or have it corrected by a third party.
- 5.6. In the event of defects of title or any claims raised by third parties, the Supplier shall indemnify and hold harmless Gittis and its customers. Furthermore, the Supplier guarantees that deliveries and services are free from third-party rights and shall indemnify and hold Gittis harmless against any respective claims asserted (including legal costs).
- 5.7. Costs or expenses incurred by Gittis as a result of defects, in particular but not limited to transport, travel, labor, costs of material or costs for an inspection of incoming goods exceeding the usual scope, shall be borne by the Supplier; the same shall apply to costs which Gittis has to bear vis-à-vis its customers.

6. Quality and Documentation

- 6.1. The Supplier shall comply with the state of the art in science and technology, the safety regulations and the agreed technical data for every delivery.
- 6.2. The Supplier shall in respective quality records for all deliveries record when, how and by whom their defect-free manufacture was safeguarded. Such records shall be kept and maintained for at least three years and presented to Gittis if so required. Sub-suppliers are to be obligated to the same extent.

7. Confidentiality

All information Gittis makes available to the Supplier must be kept secret as long as and to the extent that such information is not demonstrably publicly known. Such information remains the exclusive property of Gittis. Such information may not be reproduced or commercially used without the prior written consent of Gittis - except for deliveries to Gittis itself. At the request of Gittis, all information originating from Gittis (including copies and records) must be returned immediately and completely or demonstrably destroyed.

8. Miscellaneous

- 8.1. Any verbal agreements or subsequent amendments to these GTCP shall always require the written confirmation by Gittis.
- 8.2. Should any provision of these GTCP be or become invalid, the validity of the remaining provisions shall not be affected. The Parties shall be obligated to replace the invalid provision by a provision that from a commercial perspective comes as close as possible.
- 8.3. Austrian law shall apply upon exclusion of its conflict of law provisions and upon exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 8.4. Any disputes arising from or in connection with these GTCP shall be exclusively decided by the courts competent for the registered seat of Gittis. Gittis shall nevertheless be entitled to invoke the Supplier's general place of jurisdiction.

December 2020