



General Terms and Conditions of Business

1. Scope

The present General Terms and Conditions of Business (hereafter, "GTC") shall regulate all legal relations between Swiss Premium AG (hereafter, "SP AG") and its contractual partners (hereafter, "Customers") relating to transactions for the provision of goods and services and shall constitute an integral part of the contractual relationship between SP AG and its Customers.

In submitting the offer, the Customer expressly acknowledges the exclusive and unreserved application of the present GTC. They shall be binding for all current and future business relations between SP AG and its Customers until any revised version is adopted, even if not expressly referred to. Any agreements deviating from or supplementing these terms and conditions shall only be valid if approved in writing by SP AG. SP AG reserves the right to amend these GTC at any time. The relevant applicable version of the GTC shall be that in force at the time the contract was concluded. The amended version of the GTC shall be published on the website of SP AG (www.swisspremium.ag). Moreover, a hard copy of the relevant applicable version of the GTC may be requested at any time from SP AG.

The general terms and conditions of business of the Customer will not be recognised, even if their incorporation is not excluded in each individual case.

These GTC shall replace all previous versions of the General Terms and Conditions of Business.

These GTC have been drawn up in German. After the English version of the GTC has been produced, in the event of any discrepancy the German version of the GTC shall prevail.

2. Conclusion of contracts

The product descriptions contained on the website of SP AG or the presentation of products by distributors of SP AG are subject to confirmation and shall not constitute any binding offer on the part of SP AG, but are rather intended to serve as a guide for any subsequent submission of a binding offer by the Customer.

The Customer shall submit a binding offer for a product order to SP AG. SP AG may accept the Customer's offer by sending a written order confirmation to the Customer, by delivering the goods ordered to the Customer or by requesting payment from the Customer after submission of its order. If more than one of the above alternatives is satisfied, the contract shall be concluded at the time when the first of the alternatives specified above is realised. The foregoing is under all circumstances subject to availability of the products.

All product samples and models provided to Customers are intended solely for the purpose of product description and do not constitute any warranty of product characteristics. Any such warranty of product characteristics shall only be provided by SP AG in writing.

3. Prices and payment terms

The prices of SP AG are quoted net, excluding value added tax.

All prices offered by SP AG are subject to confirmation and non-binding. Prices may be altered at any time by SP AG without prior notice. Unless agreed otherwise in writing, prices shall be determined with reference to the time when the binding offer was submitted by the Customer. However, SP AG shall be entitled to pass on to the Customer any changes in price occurring between the submission of the binding offer by the Customer and the shipment of the goods to the Customer.

Various payment options are available to the Customer. If payment in advance has been agreed upon, the purchase price shall be payable without deduction (e.g. discount, expenses, taxes, charges etc.) immediately upon receipt of the invoice. If delivery on account has been agreed upon, unless agreed otherwise, the purchase price shall be payable within 30 (thirty) days of receipt of the invoice without any deduction. Failure to pay within the payment period shall result in default without any requirement for any further

reminder. Should this occur, SP AG shall be entitled to charge default interest of 8% per annum. The purchase price shall likewise fall due for immediate payment if the Customer definitively refuses to pay the purchase price. Should this occur, SP AG may refuse to perform under the contract of sale without any requirement to set a grace period and claim compensation from the Customer for all resulting costs and expenses.

SP AG reserves the right to carry out an assessment of creditworthiness before choosing to deliver on account and to refuse these payment terms if the outcome of that assessment is negative.

Any amounts due to the Customer may only be offset against amounts due to SP AG and the purchase price may only be withheld by the Customer if the amount due to the Customer has been recognised by SP AG or established with legal effect.

4. Delivery and shipping terms

Products shall be delivered regularly using the method of dispatch chosen by SP AG to the delivery address specified by the Customer. The place of performance for the purposes of delivery shall be the registered office of SP AG. When shipping the goods SP AG undertakes to comply solely with the provisions of Swiss law applicable to foodstuffs. In the event of shipment abroad, the Customer shall bear sole responsibility for compliance with any differing provisions applicable to foodstuffs in the country of destination as the distributor of the goods. In submitting its offer, the Customer undertakes to comply in full with all legal requirements applicable to the product in the country of destination. SP AG shall bear no responsibility for compliance by the Customer with the law in the country of destination of the products.

The Customer shall bear responsibility for ensuring that SP AG has at all times been provided with an up-to-date delivery address. If the product cannot be shipped to the delivery address specified by the Customer, the Customer shall bear the cost of the unsuccessful shipment. If the delivery address specified by the Customer is not the same as the invoice address specified by the Customer, SP AG shall be entitled to deliver the goods to the delivery address specified by the Customer.

The risk of the accidental destruction of or damage to the goods and the risk of weight reduction during transport shall under all circumstances transfer to the Customer upon consignment of the goods at the place of performance at the registered office of SP AG. The foregoing shall be without prejudice to any mandatory provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR) with contrary effect.

The delivery deadline agreed upon shall only be approximate. Confirmed delivery deadlines shall only be complied with as far as is possible.

If through no fault of its own and/or due to fault on the part of the suppliers of SP AG it is unable to deliver the goods or is only able to do so under more onerous conditions (including but not limited to force majeure, epidemics, administrative measures, production stoppage, strikes, extreme atmospheric conditions etc.), it shall be released from the duty to deliver for the duration of such impediment. Should this occur, the Customer shall be reimbursed any amount paid in advance. The Customer is expressly precluded any right of withdrawal or entitlement to claim damages based on the failure to comply with a delivery deadline/delivery period. The foregoing shall be without prejudice to delays that demonstrably result from intentional action by or gross negligence on the part of SP AG.

If the Customer is late in accepting or breaches other duties of cooperation incumbent upon it, SP AG shall be entitled to claim damages for all resulting losses and to store the goods itself or with a third party at the cost and risk of the Customer or, for perishable goods, to market them in a suitable manner without prior notice and at the cost and risk of the Customer. This shall not affect the right of SP AG to perform under the contract.

SP AG shall be entitled to make partial deliveries. If delivery on call has been agreed upon, the Customer must request delivery within a reasonable period. If the Customer does not request delivery within a reasonable period, SP AG shall no longer be bound by the purchase price agreed. In particular, in the event that delivery is requested late, SP AG shall be entitled to charge the price applicable at the time of delivery, if higher.

5. Liability for defects

SP AG shall from the outset bear no liability for quality defects known to the Customer upon conclusion of the contract.

Upon receipt of the goods, the Customer must under all circumstances examine the goods immediately for quality defects relating to weight, quantity, workmanship and quality. If neither a delivery note nor a waybill was signed by the Customer upon consignment of the goods, all warranty claims available to the Customer shall lapse unless any quality defects are reported in writing to SP AG within 3 (three) calendar days. If a delivery note was signed by the Customer upon consignment of the goods, the Customer accepts that, in signing the delivery note, it has received all goods in perfect condition and that all warranty claims available to the Customer shall thereby lapse. If a waybill was signed by the Customer upon consignment of the goods, the Customer shall note any quality defects promptly on the waybill following consignment of the goods and in addition give written notice thereof within 3 (three) days to SP AG, failing which the Customer shall be deemed to have received all goods in perfect condition, and all warranty claims available to the Customer shall thereby lapse. The foregoing shall be without prejudice under all circumstances to any mandatory provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR) with contrary effect. Defects that cannot be promptly notified in writing even following careful examination by the Customer (latent defects) shall be reported in writing to SP AG within 24 (twenty four) hours of discovery. The foregoing shall be without prejudice to any mandatory provisions of

the Convention on the Contract for the International Carriage of Goods by Road (CMR) with contrary effect. Rejected goods shall be stored and handled appropriately by the Customer. They may only be returned with the written approval of SP AG. Goods that are returned without the approval of SP AG will not be accepted or reimbursed.

It shall be for the Customer alone to furnish proof that any prerequisites for a claim have been met, including in particular the existence of a quality defect, the time the quality defect was established and the submission of timeous notice of the defect. In the event that a claim is made, SP AG shall be entitled to take samples of the rejected goods or to satisfy itself that samples have been properly taken.

If the quality defect is minor, this shall not establish any liability for defects. If the quality defect is significant and notice of the defect was submitted timeously and in the requisite form, SP AG may offer the Customer a replacement delivery. If a replacement delivery is not possible, the Customer may reduce the purchase price or withdraw from the contract (rescission). If the significant quality defects are only minor in extent, the Customer shall only be entitled to a price reduction.

All claims relating to defects shall become time barred 2 (two) months after consignment of the goods to the Customer. The foregoing shall be without prejudice to any mandatory provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR) with contrary effect.

6. Liability

SP AG shall only bear liability towards the Customer in the event of intentional wrongdoing or gross negligence. Any further liability on the part of SP AG is excluded. This limitation of liability shall apply irrespective of the legal status of the claim raised. The regulation of liability shall also apply in relation to the liability of SP AG for its vicarious agents and statutory representatives.

7. Reservation of title

The goods delivered shall remain the property of SP AG until the purchase price has been paid in full and all ancillary claims have been settled in full. SP AG shall be entitled to arrange for the reservation of title to be entered into the corresponding register.

8. Data protection

SP AG shall be entitled to process and save data relating to its Customers insofar as this is necessary in order to execute and manage consignment, provided that and for as long as SP AG is under a statutory obligation to retain such data. SP AG shall not disclose any Customer data to third parties without the express approval of the Customer, with the exception of the disclosure of data to third parties pursuant to statutory obligations.

9. Online Customer data profile

The Customer may manage its data at any time by accessing the personal online profile entering its user name and password. The Customer is obliged to update the information promptly in the event of any change to the data. The password issued upon registration must be treated with the utmost secrecy by the Customer and may not be disclosed to any third party. The Customer shall be responsible for all actions carried out using this password on the website of SP AG, including those carried out without its knowledge.

10. Severability

Should any individual provisions of these GTC be or become invalid, this shall not affect the validity of the remaining provisions of the GTC. Should this occur, the invalid provision shall be replaced by a valid term that comes as close as possible to the economic purpose of the contract, taking due account of the interests of both parties.

11. Jurisdiction / applicable law

The contractual relations between SP AG and its Customers shall be governed exclusively by Swiss law. The UN Convention on the International Sale of Goods (CISG) of 11 April 1980 shall not apply.

The place of exclusive jurisdiction for all disputes between SP AG and its Customer shall be the registered office of SP AG.