

General terms and conditions of purchase

I. Scope / Conclusion of contract / Insurance

1. The Conditions laid down in this General Terms and Conditions of Purchase are binding for GastroHero GmbH and its subsidiaries, especially GastroHero Sarl, GastroHeld AG and Gastro24 GmbH, in the following "GastroHero".
2. These terms and conditions of purchase apply exclusively to our purchase orders. Supplements as well as deviating sales conditions are only valid if approved in written. This is analogically valid for changes in these conditions. Disparate conditions of the supplier fixed in his general terms and conditions or order confirmation are specifically disputed. Unreserved acceptance of order confirmations or deliveries or payment of invoices does not mean appreciation of divergent terms of the supplier. We expressly accept (simple) retention of title of the supplier.
3. With the first delivery under the terms at hand, the supplier acknowledges its exclusive application for every purchase order following.
4. All agreements reached individually and for a single incident take precedence over these General Terms and Conditions of Purchase. For the content of these agreements between the supplier and GastroHero a written contract or confirmation of GastroHero is decisive. The supplier is entitled to prove otherwise.
5. If a written strategic partnership agreement is concluded that is to regulate the relationship between GastroHero and its supplier, all deliveries have to be executed with regard to the conditions fixed in the agreement. These general terms serve only as addition if nothing else is stipulated in the agreement.
6. All declarations and notifications have to be in text form (e.g. letter, E-Mail, fax): Statutory requirements regarding form and further proof, especially regarding any doubt about the authority of the Person giving the declaration or notifications remain unaffected. The supplier needs to undertake a liability insurance protection with customary conditions, with a minimum sum insured of 2M for personal damage and 500% for material damage. The insurance has to be maintained at least for the time of contractual relation plus additional time of warranty. Upon request, the insurance protection has to be proved.
7. All suppliers are regularly assessed with a supplier assessment system. In placing our orders, GastroHero will take into consideration if a supplier has proven to be particularly effective according to this supplier assessment system.

II. Delivery and shipment

1. Deliveries are executed FOB (according to Incoterms in the version current at any given time) to the designated place. If nothing else has been agreed, this includes packaging.
2. The acceptance of the goods is under the reservation that the goods are assessed regarding their technical correctness and usability in accordance with Section 377 German Commercial Code. GastroHero will review the goods within reasonable time regarding quality and quantity. A complaint is timely if declared within 5 days. If Faults arise, which could not be detected with due diligence within this timeframe, the supplier has to be notified without undue delay. The obligation to notify the supplier about faults does not apply to instantly recognizable undersupplying, which are apparent from packing lists, invoices or other notifications.

3. All Products have to be labelled as individually agreed with GastroHero
4. Transport insurance is covered by GastroHero if this is mandatory for the agreed delivery terms (Incoterms in the version current at any given time).
5. For deliveries agreed as ex works, the dimensions and weight of the delivery has to be communicated in timely manner.
6. GastroHero is entitled to revoke the purchase order for free if it is not confirmed unmodified within two working days.
7. The supplier is only allowed to use subcontractors or other suppliers with the prior consent of GastroHero in writing.
8. The supplier has to communicate estimated delivery times for every product or product group when being listed. The delivery date agreed upon is binding. The supplier is obligated to inform GastroHero immediately and in timely manner as soon as he gets to know about aggravating circumstances that may affect to fixed delivery date. The supplier aims to reduce the delay in delivery with every effort, within reasonable bounds.
9. Every delivery has to be accompanied by a delivery note or a bill of lading indication GastroHeros purchase order number as well as the description of the articles regarding its type and amount.
10. Delivery is usually executed in customary disposable packaging. In case the supplier uses returnable packaging, he provides it on loan. The return is on cost and risk of the supplier. If GastroHero exceptionally agrees on packaging cost coverage in written, it has to be invoiced to the verifiable net cost price.
11. GastroHero and the supplier will agree before the delivery, if the delivery can be provided by drop-shipping directly to the customer. In case the goods are not accepted by the customer ,the supplier will notify GastroHero immediately (please notify transport@gastro-hero.de)
12. In case of delay in delivery, the statutory claims apply.

III. Conformity

1. The supplier guarantees that the products acquired by GastroHero are licensed for the industrial use in the member states of the European Union and the Swiss Confederation as well as that the product labelling, technical documents and manuals meet the corresponding legal requirements.
2. The supplier has to prove the admission with appropriate certificates, especially with the CE certificate (EU declaration of conformity) including all relevant standards and regulations.
3. The supplier ensures that the delivered goods show the concrete characteristics appointed as well as they correspond to general standards of technology and laws and regulations.
4. For technical devices, the supplier delivers a technical description and a manual (German, English, French, Spanish) for free, as well as all further documents required. Relevant documents may be dimensioned drawing of the product, installation data sheet, circuit diagram of electrical components, gas nozzle tables, exploded views and laboratory data (analysis, diagrams). The supplied goods have to be marked according to valid EU

regulations and national laws and ordinances. Furthermore, the products have to be enqueued to the trade statistics (statistical goods number – HS code).

5. As an international trade company, GastroHero sells its products into different countries worldwide. There are divergent requirements regarding the test certificates to be submitted. If necessary for the relevant product group, the supplier has to submit DVGW / SVGW certificate, TÜV-GS-sign, VDE test mark. GastroHero will notify the supplier to which countries the goods are to be delivered. The supplier informs GastroHero if his goods meet the corresponding legal and technical requirements.
6. If the supplier is not already registered at the German “stiftung ear”, a common solution on how to proceed with the registration responsibilities has to be found in advance of the first delivery.
7. For delivery from preference countries, the supplier must provide evidence of preference for each delivery. The long-term supplier declaration according to EWG-VO 120/2001 in the version current at any given time has to be submitted on an annual basis. For changes of the supplier declaration during the year, the supplier has to inform GastroHero immediately. The country of origin has to be indicated for every delivery item. It has to be proven on request through proof of preference (e.g. EUR-MED) or certificate of origin.
8. If the supplier delivers goods subject to export controls, he is obliged to send all documents and information immediately to a person or authority, which GastroHero specifies.

IV. Quality Management

1. GastroHero aims to offer its customers a product portfolio with a balanced price-performance ratio. To ensure reaching this target, the quality of the products acquired is in special focus.
2. In advance of commencement of the partnership, the supplier offers sample models of selected products for free. GastroHero will test the samples and record the test results. The results are communicated to the supplier. Should the quality of the sample deviate from the expectations of GastroHero, both parties will collaborate in order to ensure an acceptable quality level. The recorded test standards are basis for an evaluation of possible customer claims. Exemptions from the sampling process will be communicated to the supplier in written.
3. Changes in product design, in its main functions or in the materials used have to be coordinated with GastroHero in advance and are in need of written approval. If the changes affect the product functions, the supplier has to offer a technical sample for tests and sampling. Until written approval of GastroHero, the product has to be supplied unchanged.
4. After prior appointment, GastroHero is allowed to inspect the production as well as the warehouse of the supplier. If necessary GastroHero and the supplier will agree upon methods and means of improvement, including responsibilities and timeframes. GastroHero remains the right to conduct follow up audits.

V. Defect claims and liability of supplier

1. If the delivered product shows any defect, the agreed conditions of the strategic partnership agreement are valid. If there is no such agreement, GastroHero is allowed to claim free and immediate supplementary performance according to the following conditions.
2. GastroHero informs the supplier regarding reason and extent of the claim. The supplier refunds the extent of the claim by delivering new products or by a refund of the purchasing price. The refund takes place within 10 working days after announcement of the claim through GastroHero.
3. The supplier exchanges claimed products during the warranty period directly at the customers' premises with a new corresponding product.
4. If it proves that a change of the product is not economic, but that the claim can easier be cleared out through provision of spare parts, GastroHero orders these parts from the supplier. The supplier ensures to provide the spare parts within 36 hours sent to the relevant premises of GastroHero, or within 72 hours to GastroHeros customer. The supplier is obliged to provide spare parts at least 5 years after product change, end of production or discontinuing the relationship with GastroHero. The supplier also provides a spare parts price list for which the conditions of paragraph VI are considered.
5. For completely or partly resupplied products, exchanged or repaired products, the warranty period is renewed.
6. The supplier shall furthermore be liable according to general law.

VI. Prices

1. The agreed prices are set fix. They include all expenses with regard to the delivery and service.
2. For a period of 12 months after first conclusion or an agreed update of an existing price agreement, further price increases are excluded. This will especially ensure the correctness of catalogue prices. If validity is not limited through separate agreements, price changes have to be communicated prior to inception in written, at least 12 weeks in advance. If both parties cannot agree on a common price change, GastroHero is allowed to cancel existing orders that are affected by the increase.
3. Cost of transport including packaging, insurance and other charges are carried by the supplier, as long as nothing else is negotiated.

VII. Invoices and payment

1. Invoices are sent with separate mail indicating GastroHeros order number.
2. Invoices are due 30 days after arrival of the goods and receipt of the invoice, or else after terms agreed in a written additional strategic partnership agreement. Date of payment is considered as the day the bank receives the remittance order.
3. Payment does not mean the acceptance of goods or service as contractual. For defect or incomplete delivery of goods or services, GastroHero is allowed to withhold payments in reasonable scope, without prejudice to the other rights.
4. The assignments of accounts receivable from GastroHero is excluded.

VIII. Rights of use

1. High quality pictures and data has to be the basis for ideal product presentation for the different distribution channels. GastroHero has high expectations regarding the material. *Exact information is given in a separate information sheet.*
2. Upon request of GastroHero, the supplier has to provide data (e.g. product pictures, descriptions, etc.) of the deliverable products in a previously defined format for reasons of advertising communications. With provision of the material, the supplier gives GastroHero the rights of use and edit, not limited in time, textual or spatial. GastroHero is allowed to transfer these rights to companies with direct or indirect holding (company group).

IX. Confidentiality

1. The supplier is obligated to keep secrecy about every information on GastroHero like price agreements, technical or other documents. This information shall not be passed or made available to third parties and do only have to be used for order execution.
2. The supplier is obligated to follow the applicable data protection legislations in the version current at any time. The supplier instructs his employees regarding the data protection obligations and data secrecy.

X. Prohibition of child labour

The supplier confirms that he as well as his suppliers do not employ children. Children are deemed any person under the age of 15.

XI. Choice of law, Place of jurisdiction and severability clause

This contract is governed by the material laws of Germany excluding the United Nations Convention on Contracts for the International Sale of Goods.

Place of fulfilment and jurisdiction is the registered site of GastroHero.

If one of the clauses mentioned above gets partly or completely ineffective or impracticable, the effectiveness of the purchasing conditions is not touched. The involved parties agree that an ineffective clause will be replaced either by corresponding legal regulations or – if that is not feasible – by an arrangement the parties would have undertaken if the ineffectiveness of the clause had been known before.