

General Terms and Conditions of Unigruppe GmbH

1. Preamble

Unigruppe GmbH attaches great importance to the issues of "sustainability" and "ethics" and aligns its business performance with "sustainable product ranges," "resource efficiency and climate protection," and "employees and society." Unigroup therefore expects its business partners to actively contribute to improving sustainability in Unigruppe's product range, to use resources sparingly, to engage in generally sustainable business practices, and to treat employees and suppliers in a socially responsible manner. The business partner shall take appropriate measures to ensure compliance with country-specific legal provisions and the relevant conventions and guidelines of the International Labor Organization. In particular, the applicable provisions and industry standards on working hours, health and safety at work, statutory minimum wages, freedom of association, the right to collective bargaining, prohibition of discrimination, child labor, and forced labor must be observed. This includes the business partner's own companies as well as all third-party operating sites or outsourced parts of production. The business partner must be able to provide credible evidence of compliance. The Unigroup aims to achieve its business objectives by optimally exploiting market potential in cooperation with qualified partners.

These GTC serve as a general basis for cooperation. The GTC do not constitute a purchase obligation for the Unigroup or a delivery agreement for the partner. They supplement the purchase or delivery agreement to be concluded between the parties or a written order in which the essential contractual components (delivery quantity, price, quality requirements, etc.) for the individual product are specified. Detailed provisions must be agreed separately. In the event of conflicting provisions, the relevant individual provisions in the individual contracts shall take precedence over these General Terms and Conditions. The business partner's general terms and conditions shall not apply; only the Unigruppe's General Terms and Conditions shall apply.

2. Exemption pursuant to the Waste Management Act and the Packaging Ordinance, as currently in force

All packaging delivered by business partners who invoice in Austria is fully exempted using the business partner's exemption license number or the exemption license number of a previous supplier. All packaging delivered by business partners who invoice in a European Union country outside of Austria is fully exempted through an authorized representative appointed by the business partner with a collection and recycling system. Packaging from business partners who invoice in a country outside the European Union is exempted by UNIGRUPPE GmbH. Kommanditgesellschaft. The contracting parties undertake to comply with all relevant legal provisions and requirements of the Waste Management Act (AWG) in its currently valid version, in particular AWG § 13g (3), to ensure the proper disposal and recycling of packaging.

3. Marketability and conformity of the goods, including packaging, labeling, and instructions for use

The business partner guarantees to deliver only goods that are marketable under European and Austrian laws (or codes). Furthermore, the business partner guarantees that the delivered goods comply with all legal provisions, in particular the Food Safety and Consumer Protection Act (LMSVG) as well as the Food Information Regulation (LMIV) — REGULATION (EU) No. 1169/2011, including the Allergen Information Regulation, as well as, where applicable, the Chemicals Act (ChemG 1996), the marketing standards, and the Packaging Ordinance 2014, as amended. The business partner guarantees that delivered organic goods comply with Regulation (EU) 2018/848 and the relevant implementing regulations on organic production and the labeling of organic products, as amended. The business partner guarantees to deliver only goods on which all claims comply with legal requirements.

If UNIGRUPPE requests product specifications from the business partner, these must be reliably transmitted to UNIGRUPPE within 2 business days. The product specifications must be up-to-date, clearly formulated, and comply with the agreements made as well as the applicable legal provisions.

4. Food Fraud

The business partner undertakes, in accordance with Article 7 of Regulation (EU) No. 1169/2011 and Section 2 of the Federal Act Against Unfair Competition of 1984 (UWG), to strictly comply with the correct labeling of products without exception and to ensure that no misleading, ambiguous, or false information is provided.

5. Quality Assurance

The business partner assumes full, genuine, and indefinite liability on behalf of itself, its subcontractors, and resellers to guarantee that the goods, in terms of their composition, quality, packaging, labeling, and product specifications comply with all relevant quality, food, and labeling standards applicable at the destination and for the sales markets specified by UNIGRUPPE, including all ancillary laws and regulations as well as all rules enacted in this context—particularly those serving consumer protection—in their currently valid versions.

6. Quality and Crisis Management

The business partner undertakes to ensure, through appropriate measures, that product quality requirements are systematically implemented and that compliance can be verifiably demonstrated. Compliance with legal provisions, UNIGRUPPE guidelines, and specifications must be regulated and monitored by the business partner on the basis of risk analyses. To this end, the Business Partner must ensure appropriate, systematic management of quality aspects and conduct relevant risk assessments.

Upon request, the Business Partner shall inform UNIGRUPPE of the implementation status of the quality management and crisis management system and provide the necessary information in the form of a self-declaration. The business partner guarantees that all certificates relevant to operations and declarations are available in a valid version. All certificates must be updated by independent, accredited inspection bodies based on recognized standards, unsolicited and prior to the expiration of the certificates. The business partner undertakes to report non-conformities (e.g., loss of certificates, complaints by authorities or third parties) without being asked.

The business partner grants UNIGRUPPE the right to conduct operational, product, or system audits—or combinations thereof—on-site at any time, or to have them conducted by third parties. This includes unrestricted access to all quality management documents and access to all retained samples. This right is appropriately restricted to protect legitimate production secrets. The business partner receives the audit reports for its own use. If a supplier audit is commissioned due to serious quality deviations, complaints, or objections, the audit costs shall be borne by the business partner.

The business partner shall take appropriate measures to ensure that the product can be traced at all times.

The business partner guarantees that the delivered goods and the method of delivery comply with all HACCP requirements. This applies in particular to the quality of the goods, strict compliance with food regulations, cleanliness, and packaging (primary, secondary, and tertiary packaging). If the goods do not meet these requirements, they may be rejected at any time upon receipt, or the receiving locations have the right to return the goods at the business partner's expense.

The business partner is obligated to organize its operations in such a way as to ensure systematic management of crisis situations.

7. Quality Tests and Documentation

The business partner shall take appropriate measures to identify and prevent hazards posed by goods throughout the goods' expected service life.

For packaging and consumer goods that come into contact with food, compliance with legal requirements must be ensured through appropriate testing and written documentation. Where relevant, legal requirements apply to the assessment of microbiological quality. For food products, the results of sensory tests must also be taken into account.

Upon request by UNIGRUPPE, the business partner must provide supporting documentation for the goods delivered to UNIGRUPPE. Documentation pertaining to product safety (such as declarations of conformity, test reports, and certificates) must be provided in a legally valid, up-to-date form within 2 business days of the request.

8. Procedure for Quality Deviations and Performance Issues

The business partner and UNIGRUPPE shall maintain open communication with each other regarding quality deviations, complaints, and claims.

If the business partner is unable to comply with agreed requirements and/or food safety standards or legal requirements, if deviations occur, or if potential product defects or risks become known, UNIGRUPPE must be informed immediately.

UNIGRUPPE is entitled to have product samples tested by accredited institutions. Should deviations from agreed requirements be identified, UNIGRUPPE will invoice the business partner for the resulting testing costs.

A deviation is deemed to exist if a test identifies one or more deviations from the agreed requirements. If the business partner does not accept the results of these tests, they may arrange for a follow-up inspection at an accredited laboratory at their own expense. If the follow-up inspection confirms the deviation or if no reference samples are available, the requirements shall be deemed definitively not met. In the event of deviations from the agreed requirements, UNIGRUPPE and the business partner shall agree on appropriate corrective measures. The costs for their implementation and for the associated administrative effort shall be borne by the business partner. The business partner is obligated to work constructively, promptly, and in a solution-oriented manner to remedy the identified defects.

Without prejudice to any other claims (including claims arising from statutory warranty provisions) that UNIGRUPPE may have due to a defective delivery, the business partner undertakes, in the event of an official complaint and to the extent that the complaint is based on a manufacturing defect, a labeling defect, or any other circumstance for which the business partner is responsible, to bear the costs incurred by UNIGRUPPE and/or its employees as a result of official sampling and testing, as well as criminal prosecution.

All product recalls (=food safety alerts) must be reported to lebensmittelwarnung@unigrosshandel.at using the designated Excel form, which is available for download on the website www.UNIGRUPPE.at. This report must be submitted immediately upon becoming aware of the need to do so and must be made independently. The business partner is liable for all costs incurred in connection with a product recall.

9. Warranty, Notice of Defects, Damages

The business partner must provide UNIGRUPPE with verifiable notice of all risks that can reasonably be expected to arise from the use of the product. The obligation to inspect the goods and provide notice of defects does not begin until the goods have arrived at the agreed destination. A notice of defect is in any case deemed to have been raised in a timely manner if it has been sent by UNIGRUPPE in writing to the business partner's last known address one month after the aforementioned date. In the event of a claim under the warranty, the business partner bears the burden of proof throughout the entire warranty period that the defect was not present at the time of delivery. To the extent that UNIGRUPPE is entitled to damages, the claim extends, regardless of the degree of fault on the part of the business partner, to compensation for lost profits and to compensation for all damages that UNIGRUPPE must reimburse to the customer.

10. Hazardous Materials

The business partner must provide UNIGRUPPE with: a) a declaration of no objection in the case of the delivery of items not covered by the Hazardous Materials Transportation Act (GGBG); b) full labeling in accordance with the law in the case of the delivery of items covered by the Hazardous Materials Transportation Act; c) label the packaging of items covered by the Dangerous Goods Transport Act accordingly (UN number); d) remove items that exceed the "limited quantity" as defined by the GGBG from the delivery assortment; e) To provide safety data sheets in a timely manner in accordance with (REACH-Directive (EG) Nr. 1907/2006, Art. 31 in connection with attachment II, each in its current version), to continuously review them—in particular for accuracy, legality, and completeness—and to keep them up to date at all times, as well as to submit them via email to the responsible purchaser.

11. Shelf Life (RLZ)

The business partner shall supply UNIGRUPPE only with goods of optimal freshness; that is, the shelf life must be appropriate for the product, in line with industry standards, and in accordance with the agreement. UNIGRUPPE reserves the right to return goods that do not meet these requirements at the business partner's expense.

12. EAN

The EAN labeling guidelines are set forth in the Logistics Manual and are available for download at www.UNIGRUPPE.at.

13. Product Data

The business partner guarantees that all product data will be provided via GS1 or Markant's central product master (ZAS) in accordance with the agreement and in a timely manner, will be continuously checked—in particular for accuracy, legality, and completeness—and will always be kept up to date. Product discontinuations must be reported in writing to the responsible UNIGRUPPE buyer with six weeks' notice.

14. Delivery Dates, Delivery Times, Delivery Quality, Returnable Container Voucher Processing

The delivery dates specified on orders must be strictly adhered to. If additional delivery time windows have been agreed upon, these must be observed; however, receipt of goods is guaranteed only if they arrive within the agreed delivery time window. The valid goods receipt times can be found in the Logistics Manual.

All regulations in documents available on the UNIGRUPPE website www.UNIGRUPPE.at (Logistics Manual, Emergency Contacts, Delivery and Invoicing Directory) must be strictly adhered to. The Supplier Manual is an integral part of the General Terms and Conditions. The business partner is liable for all damages resulting from non-compliance with these regulations.

15. Organic Certificates

Under the provisions of the Organic Regulation (EU) 2018/848, operators who produce, process, distribute, or store organic products or in-conversion products import such products from a third country or export them to a third country, or place such products on the market, are required to notify the competent authorities of the Member State in which the activity is carried out and in which their business is subject to the control system prior to placing products on the market as organic products or in-conversion products, or prior to the conversion period. Pursuant to Article 35(6) of the aforementioned Regulation, every operator must verify the certificate of their suppliers.

To comply with the legally mandated requirements listed above, the business partner undertakes, in the course of marketing organic products, to submit a current organic certificate. This certificate must list all products or product groups carried by the business partner. The submission of the respective valid organic certificate is the business partner's obligation. The business partner is responsible for ensuring that UNIGRUPPE always has a valid organic certificate on file. If, for whatever reason, this is not possible, the business partner is obligated to contact their designated contact person at UNIGRUPPE to clarify the situation. Should the organic certificate be revoked or the organic status of individual products be withdrawn, UNIGRUPPE must be notified immediately in writing. Violations will be penalized with a fine of up to €10,000.

16. Deforestation Regulation

The business partner hereby undertakes to comply with the provisions of the EU Deforestation Regulation (Regulation (EU) 2023/1115, hereinafter: EUDR) to the extent that they apply to the business partner (valid from December 30th 2026). This includes, in particular, the fulfillment of all due diligence requirements, compliance with national laws in the country of origin, and—regardless of the direct applicability of the EUDR to the Business Partner—the provision of all necessary information and evidence to ensure that the delivered products do not contribute to deforestation or forest degradation. If the business partner violates these obligations and UNIGRUPPE faces a sanction as a result of this violation, the business partner shall indemnify UNIGRUPPE.

17. Third-Party Intellectual Property Rights

The Business Partner warrants that the delivery and ordering of the delivered goods do not infringe upon any third-party property rights, patent rights, or other intellectual property rights of any kind. UNIGRUPPE is not obligated to verify whether any intellectual property or other rights of third parties exist with respect to the goods or whether such rights are being infringed, but is entitled to assume that the Business Partner holds all rights necessary for the proper fulfillment of the order vis-à-vis third parties. The Business Partner shall fully indemnify UNIGRUPPE against any such claims by third parties and hold it harmless.

Without prejudice to further rights, UNIGRUPPE is entitled in such a case to refuse acceptance of the goods until the validity of the asserted claims has been clarified, to return goods already accepted to the business partner at the latter's expense, and to withhold payment of the entire purchase price.

18. Mutual Information, Prevention of Improper Influence

UNIGRUPPE and the business partner are obligated to inform each other immediately of any difficulties that may hinder the fulfillment of the contract and to seek solutions in a spirit of partnership.

UNIGRUPPE adapts material requirements in guidelines and instructions to the latest technological and market developments. Regarding relevant changes of general significance, UNIGRUPPE and the business partner maintain an open and timely exchange of information and undertake to take any necessary measures to amend the contract as appropriate.

The business partner shall respect the provisions of UNIGRUPPE's employment contracts, which prohibit employees and their dependents from requesting or accepting gifts, discounts, or other benefits from the business partner. Study trips and invitations to events that do not serve exclusively specific business purposes are subject to internal approval and may only take place in consultation with UNIGRUPPE. UNIGRUPPE reserves the right to terminate the business relationship in the event of proven violations of this agreement.

19. Confidentiality

UNIGRUPPE and the business partner agree to comply with antitrust regulations and not to disclose any information that could be considered a trade or business secret, in particular any competitively sensitive data (e.g., current or planned prices, price reductions such as discounts, price increases, price decreases, other terms and conditions, quantities, sales figures, promotional plans, new product launches, advertising claims, returns, customer lists, costs, sales figures, capacities, quality specifications, marketing plans, risks, investments) of the other contracting party that has been communicated or made available in written, oral, or any other form, to third parties or otherwise make such information accessible to third parties. This also includes upstream suppliers, unless the obligations set forth herein are effectively and demonstrably imposed upon them. The information may be used exclusively for the purpose of achieving the objectives of the annual agreement and may be exchanged and transmitted between the parties only to the extent strictly necessary and permitted for that purpose.

20. Governing Law and Jurisdiction

This Agreement is governed exclusively by Austrian law, excluding the UN Convention on Contracts for the International Sale of Goods and the conflict-of-laws rules of private international law. The court having local and subject-matter jurisdiction over A-4050 Traun is agreed upon as the exclusive venue for all legal disputes arising out of or in connection with this Agreement. However, UNIGRUPPE is entitled to invoke any other venue that may have jurisdiction under national or international law.

21. Amendment of the General Terms and Conditions

UNIGRUPPE has the right to amend these General Terms and Conditions.

Amendments to the General Terms and Conditions will be presented to the business partner prior to their proposed effective date (notification letter). The business partner's consent to the amended General Terms and Conditions shall be deemed granted if UNIGRUPPE has not received any objection from the business partner by the deadline specified in the notification letter.

In the event of an objection, the following applies:

- For fixed-term contracts, the agreed General Terms and Conditions remain in effect;
- For open-ended contracts, UNIGRUPPE has the option to terminate the contract. If UNIGRUPPE does not exercise this termination option, the agreed General Terms and Conditions remain in effect.