

**General Purchasing Conditions for Deliveries and Services for the
Emsland-Stärke GmbH, the Emsland Food GmbH and the
Emsland-Service-GmbH (hereinafter referred to as the Emsland Group)**

1. Scope

- 1.1 These General Terms and Conditions of Purchase (hereinafter referred to as "GTP") form the basis of all orders and contracts including framework contracts such as volume or value contracts (hereinafter collectively referred to as the "order"), which the EMSLAND GROUP places or concludes, and accordingly refers to these GTP in connection with the delivery of goods and commodities and the provision of services for themselves or for third parties from Germany.
The GTP will form part of the order and will apply exclusively.
- 1.2 Conflicting or additional conditions made by the Contractor will be contradicted. These will only apply insofar as the EMSLAND GROUP has expressly agreed in writing with them or with parts thereof. In this respect, the GTP will also apply if the EMSLAND GROUP assumes the delivery and/or service unconditionally with the knowledge of the conflicting terms or conditions of the Contractor which deviate from the GTP.
- 1.3 The GTP will also apply to all future transactions with the Contractor.

2. Order of priority

The contractual terms and conditions for the nature and scope of the mutual contractual obligations will apply in particular exclusively in the event of contradictions and regulatory gaps and in the following sequence:

- the order
- the negotiation records (where available)
- the service specification or the requirements document (if available)
- these GTP
- other specific and general technical conditions and regulations (e.g. DIN).

3. Conclusion of contract (offer, written form)

- 3.1 Any demand made by the EMSLAND GROUP will be binding upon the Contractor's offer. The Contractor must expressly indicate any deviations. Demands made by the EMSLAND GROUP will be free of charge. Offers, drafts, samples and prototypes from the Contractor will be free of charge for the EMSLAND GROUP and will not constitute any obligation for the EMSLAND GROUP. Remuneration or compensation for visits or the preparation of offers, projects etc. will not be granted in the absence of any other agreement.
- 3.2 It will be the responsibility of the Contractor to obtain all information with regard to the given conditions on the ground before submitting the offer and starting work. Net prices for supplies and services will be offered exclusive of VAT. The additional work and tools required for the proper fulfilment of the order, which are, however, not specifically provided in the list of services, must be included in all prices with the exception of the supply and the assembly of the materials.
- 3.3 Orders or other agreements as well as their amendments and any modifications to these GTP must be made in writing. In all correspondence, the full request or order number must be given. This will also apply to invoices, delivery and despatch notes.

4. Prices

- 4.1 The agreed prices will be fixed prices for the period of the order processing and will be subject to the applicable statutory VAT. This will also apply to contracts with delivery periods of more than four months. Price increases will only be permitted if this has been agreed in writing between the parties. The remuneration will cover all the expenses incurred by the Contractor for the provision of the delivery and/or service (e.g. travel expenses).
- 4.2 If the remuneration is not made at a flat rate fixed price, for example according to measurements, agreed hourly/daily rates and/or material prices, the Contractor must prepare a detailed statement. The service content, daily hours and the total number of hours in particular must be determined from the records of the Contractor, which it must respectively agree in advance with the EMSLAND GROUP. Unless otherwise agreed, settlement will be made monthly.
- 4.3 Additional services, which go beyond the given order, will only be paid if they have been ordered in writing by the EMSLAND GROUP prior to their execution. The unit rates must correspond to the price figure given on the purchase order.
- 4.4 If the EMSLAND GROUP is required to provide clarification upon, or eliminate defects in, the products which are due to shortcomings in the serviced provided by the Contractor, the EMSLAND GROUP may require reimbursement of their expenses (for example, their own wage costs and travel expenses).

5. Provision, review and modification of the delivery and/or service

- 5.1 For the purpose of providing the delivery and/or service the Contractor may only employ such persons who have the necessary qualifications and experience (hereinafter referred to as "competences"). At the request of the EMSLAND GROUP, the competences must be demonstrated in form of qualifications, certificates or professional credentials. If the Contractor does not wish to use its own employees but rather subcontractors to perform the delivery and/or service, this will require the prior consent of the EMSLAND GROUP. No entitlement for the Contractor to consent to the use of subcontractors will exist. The EMSLAND GROUP will decide upon this at its sole discretion.

- 5.2 In cases of any reasonable doubt about the existence of the competences possessed by the personnel and/or the subcontractors employed by the Contractor, the EMSLAND GROUP will reserve the right to arrange for the Contractor to discharge the employee and/or subcontractor in question from his/her duties at the expense of the Contractor and to replace him/her with suitable personnel and/or subcontractors.
- 5.3 The EMSLAND GROUP will be entitled to demand changes to the services agreed with the Contractor. If the change in a service affects any contractual arrangements, e.g. remuneration and/or the completion date, the Contractor will immediately inform the EMSLAND GROUP accordingly. The contractual partners will then immediately agree in writing upon the adjustment to the order resulting from the change, taking into account any additional or reduced expenses.

6. Work/product and food safety

- 6.1 The Contractor will be responsible for compliance with all the relevant occupational safety and accident prevention regulations and any internal safety and hygiene regulations of the EMSLAND GROUP, including also those regarding the subcontractors employed by it. In this respect the Contractor must obtain the information itself of its own volition. Before submitting its offer and beginning work it will be the responsibility of the Contractor to obtain information regarding the conditions at the place where the service is to be delivered, to draw up a risk assessment, and to instruct its own employees, or any subcontractors working on its behalf, accordingly. Any risk assessments prepared will be subject to the written approval of the EMSLAND GROUP. In the case of any serious infringements the EMSLAND GROUP will be entitled to cancel the order without prior notice.
- 6.2 The Contractor will ensure that all the goods and commodities supplied by it (hereinafter referred to collectively as "goods") meet the following requirements:
- the legal requirements, e.g. machinery guidelines, a CE Conformity Declaration and/or GS symbols, including a risk analysis made available to the EMSLAND GROUP
 - all generally accepted regulations regarding the technology used
 - occupational safety and accident prevention regulations
 - the regulations regarding technical work equipment
 - the HACCP requirements
 - the Federal Pollution Control Regulations

7. Delivery dates, delivery delays

- 7.1 The dates for the delivery and/or service stated or jointly agreed in the order will be binding. This will also apply to intermediate deadlines. The receipt of the goods at the place of delivery or the use specified by the EMSLAND GROUP will be decisive for compliance with the delivery or service deadline or time limit, or, in the case of services, the timeliness of their successful acceptance or a proof of performance signed by the EMSLAND GROUP.
- 7.2 If the Contractor recognises that an agreed date cannot be met for any reason, it will immediately inform the EMSLAND GROUP in writing with regard to the reasons and the anticipated duration of the delay.
- 7.3 If the agreed delivery or performance time is not met, the EMSLAND GROUP will be entitled to the statutory claims without delay, after the expiry of an appropriate extension period set by the EMSLAND GROUP. The statutory provisions regarding delays, without requiring a reminder or postponement, will remain unaffected.
- 7.4 The EMSLAND GROUP will also be entitled to statutory claims for delay if the EMSLAND GROUP pays unconditionally the invoices which it receives from the Contractor.
- 7.5 The Contractor may only assert the absence of the necessary documents to be furnished by the EMSLAND GROUP or other intermediate services of the EMSLAND GROUP if it has sent a reminder regarding the documents or the advanced payment in writing with a reasonable additional deadline set, and this additional deadline has passed without success for reasons which are not the responsibility of the Contractor.
- 7.6 If the Contractor delivers the goods earlier than agreed, the EMSLAND GROUP reserves the right to return the goods at the Contractor's expense. If the goods are not returned in the event of premature delivery, the goods will be stored at the EMSLAND GROUP up to the agreed delivery time at the cost and risk of the Contractor.

8. Packaging, shipping, delivery

- 8.1 Unless otherwise agreed in writing, all deliveries will be made on a carriage and packaging paid basis to the receiving or usage location indicated by the EMSLAND GROUP. The goods must be packaged in such a way so as to avoid any damage during transportation and to take account of any aspects regarding environmental protection. Charged packaging, as far as it is reusable, must be credited to the full charged value upon return. The credit note must always be submitted in a single copy with details of the invoice with which the debit has been made.
- 8.2 In addition to the shipping address, the order number must be indicated on the shipping documents. The delivery note must always be delivered on the outside, but must not be visible. The delivery note must be attached in such a way that it can be easily found and will allow the goods to be checked without opening the packaging of the goods themselves.
- 8.3 Packaging which is supplied and/or used in the delivery and/or the provision of services and uses hazardous substances in accordance with section 12.1 or products in accordance with section 12.2, will be marked as follows:
Trade/substance, name and complete address including the telephone number of the Contractor, hazard pictograms or symbols, hazard and safety instructions (R and S, or H and P phrases), marking, labelling and documentation for the shipment of dangerous goods in accordance with the ADR regulations.
- 8.4 The EMSLAND GROUP will not be held responsible for any consignments of goods which the EMSLAND GROUP cannot accept due to non-compliance with these shipping instructions. In case of acceptance they will be stored at the expense and risk of the Contractor. The EMSLAND GROUP will be entitled to determine the content and condition of such consignments.
- 8.5 The Contractor will bear the costs arising from the misdirection of deliveries, provided that it has accepted responsibility for the transportation.
- 8.6 The Contractor will only be entitled to partial deliveries and/or services if the EMSLAND GROUP has given the Contractor this right in writing. In the case of any such delivery of goods, the Contractor will mark the delivery note as a partial delivery and indicate the remaining quantities remaining.

- 8.7 Over-deliveries of goods will only be paid by the EMSLAND GROUP if consumed or used, otherwise the over-delivered goods will be kept by the EMSLAND GROUP at the Contractor's risk for a maximum period of 8 weeks. The EMSLAND GROUP will subsequently be entitled to dispose of these goods - also at the expense of the Contractor.
- 8.8 The EMSLAND GROUP is an RVS/SVS prohibition customer.
- 9. Transfer of risk and ownership, acceptance**
- 9.1 Until the actual receipt of the contractual goods at the place of delivery agreed in the order, the Contractor will bear the risk of accidental loss or damage. With the deliveries of goods, whose installation or composition are the liability of the Contractor, the risk of accidental loss or damage will only pass over to the EMSLAND GROUP upon written acceptance.
- 9.2 The ownership of the goods and - in the case of the provision of services - the materials will be transferred to the EMSLAND GROUP upon delivery. If the EMSLAND GROUP already makes payment in advance for the delivery and/or service, the ownership of the goods and materials will already be transferred to the EMSLAND GROUP upon payment.
- 9.3 Insofar as a purchase and/or service is required after the order processing or according to the law, the Contractor must apply for this in writing to the EMSLAND GROUP. A written acceptance protocol, signed by the parties, must be drawn up regarding the acceptance. A signed proof of delivery will not replace the acceptance. If partial services have been agreed, a separate inspection will be carried out for each partial service.
- 10. Accounting, due date, payment**
- 10.1 The invoices will be sent in a single copy and - unless otherwise agreed - after the delivery and/or service provision, separate from the orders, to the address given in the order. They must comply with legal requirements. Furthermore, the order numbers must be specified. Incorrectly prepared invoices will not be considered as issued. Billing documents (work records, surveys, acceptance reports, etc.), each signed by an authorised representative of the EMSLAND GROUP, must be attached. Unless explicitly agreed otherwise, original invoices for the delivery of goods should not be attached.
- 10.2 Invoices for partial deliveries and/or services will be designated as a partial invoice. Final invoices must be marked as such.
- 10.3 To the extent that any certificates of material testing for the goods to be delivered have been agreed upon, they will form an essential part of the delivery and will be attached to the delivery.
- 10.4 Unless otherwise stipulated in the order, payment will be due on the account of the Contractor within 60 days net after the receipt is due if the goods meet the requirements of clause 10.1, the goods have been received in full at the place of destination or the service has been rendered in full, and acceptance has taken place – insofar as this is provided for by law or by the contract.
- 10.5 If the charged goods arrive at a later date than the invoice, the goods receipt date will be deemed to be the invoice date.
- 11. Subcontractors and the use of personnel**
- 11.1 Notwithstanding Clause 5 of these GTP the following will apply to the use of subcontractors by the Contractor. The Contractor will impose on the subcontractors all obligations which it has assumed towards the EMSLAND GROUP and will ensure their compliance.
- 11.2 The Contractor will oblige any subcontractor in the subcontracting contract to provide the Contractor upon request with the required certificates with the latest date from the tax authorities, the appropriate social insurance agencies, and the employer's liability insurance association along with - where necessary - work permits for submission to the EMSLAND GROUP. Furthermore, the Contractor will ensure that the employees of the subcontractors must identify themselves as subcontractors for the Contractor whenever entering the workplace.
- 11.3 The Contractor will ensure and, at the request of the EMSLAND GROUP, demonstrate that
- 11.3.1 the personnel employed by it or its subcontractors is legally employed in accordance with all German tax and social security legislation
- 11.3.2 as an employer, it duly meets its payment obligations with respect to the tax authorities and social security bodies
- 11.3.3 any tariff and statutory claims from the personnel employed will satisfy minimum wage requirements
- 11.3.4 all legal provisions with regard to the prohibition of illegal employment of labour and the prevention of undeclared work will be respected such as, for example, the Provision of Temporary Employees Act, the Workers' Employment Act (e.g. the submission of necessary work permits).
- 11.4 If the Contractor violates an obligation from Clause 11.2 or Clause 11.3, or if the Contractor uses subcontractors, repeatedly or without prior written warning, without the prior written consent of the EMSLAND GROUP in accordance with Clause 5.1, the EMSLAND GROUP will have the right to withdraw from the contract and/or to demand compensation instead of the service.
- 12. Substances and preparations with dangerous properties**
- 12.1 In the case of the provision of services using a substance, a mixture or a product in accordance with Regulation (EC) No. 1272/2008 ("CLP Regulation") or a hazardous substance according to § 19 (2) paras. 1 to 5 of the Chemicals Act (hereinafter referred to as "Hazardous Substances"), the following must be observed:
- 12.1.1 A current safety data sheet in the German language must be made available to the EMSLAND GROUP for all hazardous substances upon the conclusion of the contract or with the order confirmation from the Contractor. The safety data sheet must contain the classification in accordance with the CLP regulation applicable from 1/12/2010, and from 01/06/2015 for mixtures. In the case of any amendments, the EMSLAND GROUP must be sent an updated material safety data sheet without any previous request to do so.
- 12.1.2 Pursuant to § 17 of the Hazardous Substances Act the EMSLAND GROUP, or the coordinator appointed by EMSLAND GROUP, must present the operating instructions with regard to the hazardous substances to be used by the Contractor in accordance with § 14 of the Hazardous Substances Act, as well as the necessary hazard assessments in accordance with the Occupational Health and Safety Act and the Hazardous Substances Act, before the work is commenced.
- 12.2 Insofar as the Contractor supplies a substance, a preparation or a product within the meaning of Article 3 of the REACH Regulation (EC) No 1907/2006 ("REACH Regulation") (hereinafter collectively referred to as "**products**"), the following must be observed:
- 12.2.1 The Contractor will ensure that the products comply fully with the requirements of the REACH Regulation. In particular, the Contractor will ensure that the products have been registered within the applicable time limits;
- 12.2.2 Notwithstanding the further obligation pursuant to Clause 8, where the delivery is concerned a current safety data sheet in accordance with Clause 13.1.1 must be attached to the packaging and must be provided to the EMSLAND GROUP.
- 12.3 Furthermore, the Contractor will be fully responsible for compliance with the applicable laws and regulations when delivering and/or providing services using hazardous substances and/or products (in particular the REACH regulation, the Chemicals Act, the Hazardous Substances Act, the Chemicals Prohibition Act, technical regulations for hazardous substances (TRGS), the employers insurance regulations and ADR).

13. Notice of defects

- 13.1 The acceptance of goods will always be subject to the caveats of a quantity and quality control. In the case of the delivery of goods which the EMSLAND GROUP has to examine in accordance with § 377 of the German Commercial Code (HGB), the deadline for the examination and complaints with regard to an obvious defect in the goods will be two weeks from receipt of the delivery. The period of notice for hidden defects will be two weeks from the discovery of the defect.
- 13.2 In the case of deviations in weight, the weight determined during the goods receipt by the EMSLAND GROUP will apply unless the Contractor can prove that the weight determination by the EMSLAND GROUP is inaccurate. Similarly, this will also apply to quantities.

14. Claims for material loss

- 14.1 The Contractor will ensure that all deliveries and/or services are rendered in accordance with the order. The Contractor's liability for material defects will also include parts of the goods and the services provided by its subcontractor.
- 14.2 If the Contractor is concerned about the mode of implementation desired by the EMSLAND GROUP, it will notify the EMSLAND GROUP immediately in writing. If the Contractor fails to obtain the required consent or if it does not raise doubts regarding sentence 1 in good time, the Contractor will not be able to invoke any exemption from the regulations or misgivings vis-à-vis the EMSLAND GROUP.
- 14.3 In the case of defective deliveries and/or services, the EMSLAND GROUP will be entitled to the statutory claims without restriction, the place of the warranty being, in principle, the place of use specified in the order. The Contractor will be obliged to bear all the expenses necessary for the purpose of the subsequent fulfilment of the service provision (rectification of defects or subsequent service delivery). Irrespective of whether the respective delivery or service of the Contractor is subject to purchasing or service contract rights, the EMSLAND GROUP will be entitled to withhold an appropriate portion of the payment until proper fulfilment in (corresponding) application of § 641 para. 3 of the German Civil Code (BGB).
- 14.4 In case of any cancellation, the EMSLAND GROUP will be entitled to continue to use the Contractor's deliveries and/or services free of charge up until the procurement of a suitable replacement. In case of any cancellation, the Contractor will bear the costs of the dismantling/removal as well as any return freight charges, and will be responsible for any disposal.
- 14.5 If the Contractor is in default with the subsequent fulfilment of the service provision after the expiry of the time limit, the EMSLAND GROUP will be entitled to carry out the rectification of the defect or the subsequent delivery at the expense of the Contractor, or have it carried out by a third party. This will also apply if, when facing potential hazards, in an urgent situation the Contractor cannot be reached in time, or is unable to carry out the subsequent fulfilment of the service provision punctually. The Contractor will be duly informed about this without delay.
- 14.6 The claims of the EMSLAND GROUP due to material defects will become statute-barred according to the legal regulations. The limitation period for claims for defects in quality will be extended by the time between the notification of the defect and the subsequent fulfilment of the service provision. If the Contractor refuses the subsequent fulfilment of the service provision, the date of the receipt of the respective declaration by the Contractor at the EMSLAND GROUP will be decisive. In the case of any subsequent delivery, the period of limitation will start with the receipt of the goods at the agreed delivery/point of use or, if acceptance is agreed or provided for by law, upon acceptance of the replacement.

15. Liability, product liability

- 15.1 The Contractor will be liable for all damages that it and/or its performing and vicarious agents cause culpably in connection with its contractually agreed obligations.
- 15.2 If a claim is made against the EMSLAND GROUP for any infringement of official safety regulations, or one resulting from domestic or foreign product liability regulations, due to a defect in a product which is attributable to a product or service of the Contractor, then the EMSLAND GROUP will be entitled to demand compensation for this damage from the Contractor insofar as it has been caused by the products supplied by the latter.
- 15.3 The Contractor will carry out quality assurance testing according to the appropriate type and scope, which will be in accordance with the latest state of the art technology, and will provide proof thereof to the EMSLAND GROUP in the event of product liability damages.

16. Termination and insolvency

- 16.1 The EMSLAND GROUP will be entitled at all times to terminate service contracts (§ 651 of the BGB) and those pursuant to § 651 (2) of the BGB pursuant to § 649 (1) of the BGB. Notice of termination will be given in writing and stating the relevant reason for the termination. Contrary to the statutory order of termination, the following will apply: where termination by the EMSLAND GROUP is due to a reason for which the Contractor is responsible, the Contractor will only reimburse the individual services utilised by the EMSLAND GROUP provided up to the date of receipt of the termination. Claims for damages by the EMSLAND GROUP will remain unaffected. Notably, the Contractor will compensate any resulting additional expenditure.
- 16.2 The EMSLAND GROUP may withdraw from the order of any deliveries (§ 433 of the BGB) at any time until the handover of the delivery. In this case the provisions of § 649 of the BGB and the above paragraph 16.1 will apply mutatis mutandis in respect of the Contractor's remuneration; the EMSLAND GROUP will acquire ownership of the partial deliveries already received as well as those items already manufactured or procured by the Contractor as requested for delivery by the EMSLAND GROUP.
- 16.3 If a provisional insolvency administrator is appointed or insolvency proceedings are opened with regard to the assets of the Contractor, the EMSLAND GROUP will be entitled to withdraw from the contract in whole or in part. In this case, the legal consequences according to sections 16.1 and 16.2 will apply mutatis mutandis.

17. Force majeure

Force majeure and labour disputes will release the contractual partners from the contractual obligations for the duration of the disruption and to the extent of their effect. The affected contractual partner will be obliged to provide the other contractual partner without delay with the necessary information about the duration of the disturbance. The contractual partners will be obliged to adapt the contract in good faith to meet the changed circumstances. The EMSLAND GROUP will of its own accord be entitled to rescind or terminate the contract in full or in part if it has a legitimate economic interest in rejecting the delivery/service due to the delays caused by the force majeure or the labour dispute. The remuneration obligation for the partial deliveries and/or services purchased by the EMSLAND GROUP will remain unaffected. Furthermore, the Contractor's claim to remuneration will lapse.

18. Insurance

The Contractor will maintain liability insurance cover for the duration of the contract, including warranty periods and limitation periods for liability claims by the EMSLAND GROUP, with industry-standard conditions. The minimum cover sum will be 5 million Euros per damage claim for the duration of the contract relationship. The Contractor must provide proof of the insurance cover at the request of the EMSLAND GROUP.

19. Confidentiality/Rights of Use

Notwithstanding any other confidentiality agreements between the parties, the following will apply:

- 19.1 The Contractor will be obliged to keep confidential all information which it receives in the preparation or execution of the contract, even after the termination of the business relationship. This will not apply to information which is or becomes publicly accessible, or which has been acquired by the Contractor without infringement of its own or third party liability (for example, by third parties without reservation of confidentiality or by its own independent efforts).
- 19.2 All documents handed over by the EMSLAND GROUP will remain the property of the EMSLAND GROUP. They will not be made accessible to third parties and will be returned to the EMSLAND GROUP without any further request. Third parties will not include specific experts and subcontractors who are employed by the Contractor, if they have made commitments to the Contractor in the same way with respect to the handling of confidential data.
- 19.3 The EMSLAND GROUP will have all the usage rights for all the illustrations, drawings, calculations, analytical methods, formulations and other works which are produced or developed by the Contractor in the accomplishment and the implementation of the order.
- 19.4 The Contractor will be liable to the EMSLAND GROUP for all damages caused by it or its performing and vicarious agents which are incurred by the EMSLAND GROUP from the breach of these confidentiality obligations.

20. Property rights

- 20.1 The Contractor will ensure that all deliveries and/or services will be free from third-party protective rights and, in particular, the patents, licences or other proprietary rights of third parties will not be infringed by the delivery and use of the delivered goods and services.
- 20.2 The Contractor will indemnify the EMSLAND GROUP against claims by third parties arising from any culpable infringements of property rights, and will bear all costs incurred by the EMSLAND GROUP in this connection. Insofar as the EMSLAND GROUP is accused by a third party of any culpable infringements of property rights, either in court or out of court, the Contractor will be obliged to support the EMSLAND GROUP to the best of its ability to defend against the alleged claims and, at the request of the EMSLAND GROUP, to join an eventual litigation at its own expense on behalf of the EMSLAND GROUP.
- 20.3 The EMSLAND GROUP will be entitled, at its own discretion, to ensure the authorisation for using the delivery items and services in question by the entitled party at the expense of the Contractor, or to withdraw from the contract.

21. Publication/Advertising

Without the prior written consent of the EMSLAND GROUP, the Contractor will be prohibited from using information, articles, photographs, illustrations or any other material in connection with the order in publications or for advertising purposes, either alone or in collaboration with third parties ("usage"). This will also apply to the use of industrial property rights, such as the trademarks or logos of the EMSLAND GROUP. Consent must be obtained for each individual usage.

22. Federal Data Protection Act

- 22.1 With reference to the order existing between EMSLAND GROUP and the contractual partner, the contractual partner of EMSLAND GROUP declares that he is familiar with the provisions of the EU Data Protection Basic Regulation (DSGVO) and all national data protection laws and that he is familiar with the resulting special requirements for data protection and data security as well as the secrecy of trade and business secrets within the meaning of § 17 UWG within the scope of the business relationship.
- 22.2 The obligations also apply to the follow-up orders or order extensions resulting from the above order as well as other future business relationships and refer to all services of the contractual partner towards EMSLAND GROUP and, if applicable, its affiliated companies such as parent, subsidiary and sister companies, irrespective of where they are performed. They extend to all personal data, company data and information, no matter in which form these are available and whether they are expressly designated as confidential or not.
- 22.3 The staff of the contractual partner of the EMSLAND GROUP is prohibited from inspecting all documents in paper form, such as files, folders etc., as well as electronic data and files, to steal or copy these and to open cabinets, desks or other containers, if this is not necessary for the execution of the order. In addition, the contractual partner undertakes that the personnel employed by him shall keep secret all data which have become accessible even by chance during the performance of the order, shall neither record them nor make copies thereof, nor pass such data on to third parties or use them for his own purposes.
- 22.4 If the contracting party or its personnel used to fulfil the contract want to use the e-mail system, the Internet/Intranet or the IT systems of the EMSLAND GROUP, the contracting party or the corresponding personnel will obtain the express permission in advance and inform the EMSLAND GROUP about the internal regulations of the EMSLAND GROUP for handling these systems and media and comply with them before using them. The EMSLAND GROUP reserves the right to access all provided systems as well as data and information without prior notice. The contractual partner is then obliged to regularly inform the personnel employed by him about the compliance with the internal regulations of the EMSLAND GROUP mentioned and to ensure their compliance.
- 22.5 The contractual partner is responsible for protecting received data and information in paper form and digitally by means of all necessary organisational and technical precautions within the meaning of Art. 32 DSGVO, so that these are protected against unauthorised processing and use, in particular transmission, modification, access and deletion. The contracting party shall not disclose any information about the EMSLAND GROUP or data and information that becomes known from the fulfilment of the order in social networks or otherwise, in particular on the Internet, unless it has the express permission or the contractual relationship from the EMSLAND GROUP for this purpose relates precisely to these activities.
- 22.6 The inclusion of third parties and the transmission of data to them, which are used by the contractual partner for the performance of the contract and which require this data for the performance of the contract, are only permitted if the contractual partner has effectively imposed the same obligations on these third parties, which arise for him from this declaration of obligation. The contractual partner is responsible for informing, obligating and training the personnel employed by the contractual partner. The contracting party shall only employ personnel who are familiar with the requirements of the EU Basic Data Protection Ordinance (DSGVO) and all national and other relevant data protection provisions, the protection of trade and business secrets within the meaning of § 17 UWG and the obligations arising from this declaration of commitment.
- 22.7 The contracting party is aware that, if these obligations are violated, the contracting party will be liable to prosecution or damages, as the case may be, will commit an administrative offence, will violate contractual obligations and may have to bear the consequences under civil law.
- 22.8 All obligations arising from this agreement continue to exist after termination of the respective employment or contractual relationship.
- 22.9 Furthermore, the contractual partner of EMSLAND GROUP is obliged to comply with the information duties within the meaning of Art. 13 DSGVO when collecting personal data of his personnel or other persons in connection with the order.
- 22.10 If the order is an order processing within the meaning of Art. 28 DSGVO, an additional contract for order processing must be concluded. This can either be provided by the contractual partner or is provided by the EMSLAND GROUP. This can be done by arrangement.

23. Court of Jurisdiction

Insofar as the Contractor is a merchant within the meaning of the Commercial Code, a legal person as defined by public law, or a legal public special fund, Emlichheim will be the exclusive court for all disputes arising directly or indirectly from the contractual relationship. The EMSLAND GROUP reserves the right, however, to assert its claims at any other jurisdiction.

24. Partial invalidity

Should individual parts of these GTP be legally invalid, the validity of the remaining provisions will not be impaired as a result. The invalid provision will be replaced by a valid provision which meets as far as possible the desired economic purpose.

25. Contractual language/Applicable law

German law will apply to the exclusion of international private law and to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods dated 11/04/1980. The contract language is German. If the contracting parties also use a different language, the German text will prevail.

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