



**AGRANA FRUIT SERVICES GMBH
PURCHASE ORDER TERMS AND
CONDITIONS**

15/06/2022

Confidential

1. SCOPE OF APPLICATION

a) AGRANA FRUIT SERVICES GmbH (hereafter as AFS) and the Seller agree in respect of all – also future – inquiries, purchase orders, purchases, other transactions and services and contracts exclusively on the following Purchase Order Terms and Conditions.

b) The Seller acknowledges that AFS hereby objects to all differing terms and conditions of the Seller that may be included in confirmations of order or other business papers. Any agreement on terms and conditions in variation of the Purchase Order Terms and Conditions shall be valid only if confirmed by AFS in writing.

c) Our silence regarding such differing terms and conditions of the Seller shall in particular not be deemed to be acknowledgment or consent, and this shall also apply to future contracts.

d) The Purchase Order Terms and Conditions shall not restrict any other legal claims AFS may have.

2. DELIVERY DATE AND DELIVERY TIME

a) The date and time of delivery, and place of delivery shall be as stated in the purchase order. The date and time specified in purchase order are vital and mandatory to the contract.

b) If delivery date(s) cannot be met, the Seller must immediately inform AFS in writing of the Seller's best possible delivery date(s) subject to AFS's acceptance. In addition to any other rights and remedies AFS may have under the supply contract or provided by law, if deliveries are not made at the time agreed upon, AFS may request that the Seller ship the deliveries by other than designated routing to expedite delivery (additional costs shall be borne by the Seller), cancel the supply contract in whole or in part and purchase comparable deliveries elsewhere and hold the Seller accountable for any loss or additional cost arising from such expedited delivery or cancellation. In case delivery time cannot be met, the Seller must inform AFS in advance."

3. INSPECTION

AFS shall not be under any obligation to inspect the deliveries or services. Sections 377 and 378 of the Austrian Company Code shall expressly not be applicable. The fact of any inspection by AFS shall not absolve the Seller of any liability. Acknowledgment of receipt on packing slips, bills of lading or other documents shall not constitute acceptance.

4. WARRANTIES

The Seller warrants to AFS that the goods delivered will be free from defects in workmanship and material and in full conformity with the specification. Seller further warrants to AFS that production, labeling, packaging of the goods delivered comply with the applicable laws and regulations and that Seller has obtained all necessary approvals from all certification bodies.

a) If any deliveries or services are defective or otherwise not in conformity with the requirements of the contract, missing or incomplete documents, AFS may reject the delivery or require correction(s).

b) AFS has the right to reject any deliveries as though they had not been accepted where and when any latent defect in the product has become apparent and the right to cancel the contract. Without limiting any of AFS's rights, AFS may require the Seller, at the Seller's expense:


- to promptly replace any or all rejected items, or
- to refund the price of any or all rejected items and all rejected items will be held for the Sellers prompt instruction and at the Sellers risk and expense.

5. SOCIAL RESPONSIBILITIES

The Seller warrants that all workers engaged in the manufacture or distribution of the deliveries will be treated in full compliance with the applicable laws and regulations of the country of manufacture, including but not limited to provisions regarding compensation, safety, non-discrimination and other conditions of employment. Additionally, the Seller warrants that no person shall be employed at an age younger than fifteen (15) or younger than the age for completing compulsory education in the country of manufacture where such age is higher than fifteen (15). The Seller further warrants that no imprisoned labourer shall be engaged in the manufacture or distribution of the deliveries. The Seller further warrants to fully comply with the AFS Social Responsibility Code of Conduct and accepts any related audits organized by AFS to check the Seller's compliance.

6. ASSIGNMENT

- a) Seller may not assign its rights or obligations without AFS's prior written consent.
- b) AFS is entitled to assign all rights and duties in part or whole from concluded contracts to a third party.

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7. SET-OFF

a) AFS may set off any claims AFS or any of its affiliated companies may have against the Seller or against all accomplishable claims the Seller may have against AFS.

b) The Seller may set off its claims against AFS 's claims only to the extent the Seller's claims are due and undisputed or have been finally established by a court.

8. THIRD PARTY CLAIMS

The Seller shall - without analysis of fault - fully hold harmless and indemnify AFS for all claims of third parties caused by warranty breaches, defects in, or improper execution of, the Sellers supplies and services.

9. INSURANCE

a) The Seller shall take out adequate insurance at its own expense to cover any damage caused by deliveries or services provided. Minimum requirement is a liability policy in the amount of **minimum five million Euro** comprising of **public liability, products liability**, coverage for **pure financial losses arising from further processing** by the buyer and costs of product recall. The policy must provide coverage worldwide.

b) The Seller shall deliver to AFS all documents necessary for verifying valid insurance cover on an annual basis and authorizes AFS to obtain information about the insurance policies from the relevant insurance undertaking.

c) However, this or any other insurance does not limit the duties and liabilities of the Seller in any way.

10. SEVERABILITY

Should any term of these purchase order terms and conditions be invalid in whole or in part, this shall not affect the validity of the remaining terms. In such a case, the Seller and AFS shall replace the invalid term by a valid term that closest reflects the economic purpose of the invalid term.

11. LEGISLATION AND PLACE OF JURISDICTION

a) All contracts between Seller and AFS shall be governed by and construed in accordance with the laws of Austria. The regulations of the UN Sales Convention and the conflict of law rules of international private law shall be explicitly excluded with the exception of the regulations on damages (Article 74 ff) of the UN Sales Convention which shall remain applicable.

b) Legal venue is Vienna, Austria.

12. Code of Conduct

In the course of this agreement, both Parties agree to adhere to the AGRANA Code of Conduct which is attached and available at:
https://www.agrana.com/fileadmin/inhalte/Code%20of%20Conduct/Update2019/Code_of_Conduct_AGRANA.pdf.
 AGRANA reserves the right to monitor the adherence to the Code of Conduct. If the business partner becomes aware of a violation of the principles of the agreed Code of Conduct, it must notify AGRANA immediately and agrees to take appropriate measures to stop the violation and minimize the damage. As a final measure, AGRANA reserves the right to terminate this contract immediately.