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	AGRANA FRUIT UKRAINE 4.03_DO_TERMS AND CONDITIONS OF THE PURCHASE ORDER		17/02/2025
			Confidential

1. SCOPE OF APPLICATION

a) Agrana Fruit Ukraine LLC ("AFU") and the Seller agree to all inquiries, including future inquiries, purchase orders, purchases, other transactions, services and contracts solely on the following Purchase Order Terms and Conditions.

b) The Seller acknowledges that the AFU hereby 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 AFU in writing.

c) Our silence with respect to such differing terms and conditions of the Seller shall in particular not be deemed an 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 that AFU may have.

2. DELIVERY DATE AND 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 AFU in writing of the Seller's best possible delivery date(s) subject to AFU's acceptance. In addition to any other rights and remedies AFU may have under the supply contract or provided by law, if deliveries are not made at the time agreed upon, AFU 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 AFU in advance."

3. INSPECTION

AFU 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 AFU 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 AFU that the goods delivered will be free from defects in workmanship and material and in full conformity with the specification. Seller further warrants to AFU 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, AFU may reject the delivery or require correction(s).

b) AFU 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 AFU's rights, AFU 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 Seller's prompt instruction and at the Seller's risk and expense.


5. SOCIAL RESPONSIBILITY

The Seller warrants that all employees involved in the production or distribution of supplies 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. In addition, Seller warrants that no person has been hired under the age of fifteen (15) or over the specified age, if such a restriction is imposed in the country of manufacture. Seller also warrants that no imprisoned worker will be involved in the production or delivery of the goods. The Seller also warrants full compliance with the AFU Code of Conduct and agrees to any relevant audits organized by the AFU to verify the Seller's compliance with the Code.

6. ASSIGNMENT

a) The Seller may not assign its rights and obligations without AFU's prior written consent.

b) AFU is entitled to assign all rights and duties in part or whole from concluded contracts a third party.

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7. SET-OFF

AFU may set off any claims that AFU may have against the Seller by way of a set-off against accomplishable claims the Seller may have against AFU.

8. CLAIMS OF THIRD PARTIES

The Seller undertakes to compensate for damage caused to third parties caused by breach of warranty, defects or improper performance of supplies and services by the Seller.

9. INSURANCE

- The Seller shall endeavor to obtain public liability insurance (public liability - damage to life, health or property of third parties caused in the course of business and product liability - damage caused by the supply of defective products) to cover any damage caused by the supplies or services rendered, with coverage of **at least one million euros** in aggregate.
- a) The Seller undertakes to provide AFU with all documents necessary to verify the validity of insurance coverage on an annual basis and authorizes the AFU to obtain information on insurance policies from the relevant insurance company.
- b) However, this or any other insurance shall in no way limit the Seller's obligations and liabilities.

10. INTEGRITY

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 the Seller and AFU shall be governed by and construed:

- for Sellers residents in Ukraine - in accordance with the laws of Ukraine
- for Sellers non-residents in Ukraine in accordance with Austrian law

For Sellers non-residents in Ukraine, the provisions of the UN Convention on the Sale of Goods and the conflict of laws rules of international private law are expressly excluded, except for the provisions on damages (Article 74 et seq.) of the UN Convention on the Sale of Goods, which remain in force.

b) Legal venue for Sellers non-residents in Ukraine - Vienna, Austria.

For Sellers residents in Ukraine, legal venue is the commercial court at the location of the defendant.

11. 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 the following address

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.