

General Terms & Conditions of Sale (GTS) Moll Marzipan GmbH, Berlin

1. Scope of application

These General Terms and Conditions of Sale (referred to in the following as GTS) apply to all - including future - contracts concerning the sale of goods and/or provision of other services including contracts to manufacture and contracts for work done and materials supplied by Moll Marzipan GmbH domiciled in Berlin (referred to in the following as: Moll), as well as for all other orders accepted by Moll for customers in as far as they are not consumers in terms of § 13 of the German Civil Code (BGB). In addition to the individual contractually agreed rules, the relevant specification of the goods and the relevant rules in these GTS, in the event of gaps or collisions in the rules, the relevant German judge-made law and statute law for the concluded contract form shall apply exclusively in each case (among other things in accordance with the German BGB and Commercial Code (HGB)).

2. Inclusion, validity and exclusivity

No response with respect to Moll's GTS indicates acceptance by the customer. The GTS also apply to all future business transactions with Moll even if Moll does not draw attention to them again, with the customer having had access to them in a previous business transaction. This also applies if the customer sets any of his own conditions of business. Moll herewith expressly rejects all customers' general conditions of business, purchasing conditions etc. Moll's GTS apply exclusively. The customer's conditions are also not recognised by Moll if Moll does not expressly object to such general conditions of business again after their receipt.

3. Conclusion of contract

a) Quotations, market information, price information and firm offers as options

The quotations, market information and price information given by Moll are always without obligation and non-binding. Firm offers and options are valid only if they are expressly described as such in writing by Moll. Statements in catalogues, in discussions, at trade fairs and on websites have a purely informational character and are a binding part of contracts with Moll only if they have been expressly incorporated in writing.

b) Contract conclusion

Moll always concludes contracts with customers as sales contracts. Orders by customers can be placed orally, by telephone, in handwriting or in text. Sales contract orders by customers form a legally binding offer of a contract, unless otherwise indicated in the order or other agreement. The contract is concluded on the placing of a contract order for the goods by the customer if Moll answers such a sales order with a confirmation of sales contract by mail or directly by sending a sales contract by post. In the case of a one-off order in the form of a concurrent complete request for delivery with immediate delivery, Moll gives a binding confirmation of the order by mail, fax or post. In this case there is no sales contract confirmation. Moll is entitled to accept the offer of a contract by the customer within a week. A sales contract confirmed by mail or post is binding in quantity and price, only the delivery and the request for delivery dates within the operating time remain non-binding. By part or open-ended requests for delivery orders, the customer agrees the delivery times within the scope of the agreed delivery times and within the operating times at Moll. Moll confirms this with a (request for delivery) order confirmation.

c) Typical application of the law within a contract

In addition to the individual contractually agreed rules, the relevant specification of the goods and the relevant rules in these GTS, in the event of missing rules or collisions in the rules, the relevant statute law for the concluded contract form shall apply exclusively in each case (among other things in accordance with the German BGB and HGB).

4. Quality, qualities, defects and specifications

Moll specifications describe and define the products. They are used as a joint specification through agreement with the customer in the offer and contract conclusion phase in each case. The specification states the qualities of the goods in accordance with any jointly implemented adjustment and determination of the requirements. The specification in each case forms part of the contract and is passed between the parties with the sales contract. The specification gives information about the shelf-life, qualities, quality, tolerances and product characteristics. In the event that the customer's expectation of qualities differs from the usual custom and practice or in the event of an assumption of suitability for a specific use, the customer states this before the contract is concluded during the agreement of the specification. Otherwise an average kind and quality in terms of Moll specifications is deemed due to be supplied. Also in the case of specifications supplied by the customer, some deviation and tolerance must be expected and accepted in the scope of natural characteristics, environmental and technical requirements. The products concerned are exclusively perishable goods for which therefore no guarantee can be given for use beyond the date indicating shelf life. Moll accepts no responsibility whatsoever for defects attributed to deviations and disadvantages resulting from the requirements of customer specifications.

5. Acceptance, compensation for loss and request for delivery periods

The customer is obliged to take delivery of all the quantities ordered within the period of the contract. Moll ensures the availability of the goods within the delivery times in accordance with the agreed conditions. If the customer does not take delivery of the full quantity of the goods through requests for delivery within the period of the contract, the customer is in arrears with acceptance. Should the customer get into arrears with the acceptance of the goods, Moll charges the customer 1% per month on the contract price for each relevant delivery, calculated from the 2nd month of delay.

6. Extended retention of title

Goods supplied to customers or third parties in a drop-shipping operation remain the property of Moll until full payment has been made, irrespective of the grounds in law, including the future, main and incidental claims - existing or arising - against the customer. Moll is entitled to take the goods back if the customer's conduct is in breach of contract. The customer is obliged, until the ownership has been transferred to him or to a third party, to look after the goods carefully in a proper and professional manner. For as long as the ownership has not yet been transferred to the customer, the customer must notify Moll immediately in writing if the supplied goods have been distrained or made subject to other such actions by a third party. If the third party is not in the position to reimburse Moll for the legal and non-legal costs of a complaint in accordance with § 771 of the German Code of Civil Procedure (ZPO), the customer is liable for the losses arising to us. The customer is entitled to resell the goods that are subject to reservation of ownership in the course of his normal business. The customer assigns the claims against the purchaser of the goods from the reselling of the goods that are subject to reservation of ownership to the contract value agreed with us to Moll - including the applicable rate of value added tax. This assignment applies irrespective of whether the goods are resold without or after processing. Customers remain authorised to collect the claim even after assignment. Moll's authority to collect the claim itself is not affected by this. However, Moll does not collect the claim if the customer discharges his payment obligations from the collected proceeds, is not in arrears with payments and if, in particular, no application for opening insolvency proceedings has been made or a cessation of payment has been pronounced. The processing or transformation of the goods by the customer is always in the name of and on behalf of Moll. In this case, the expectant right of the purchaser to the bought object is continued to the transformed object. If the bought object is processed with other articles not belonging to us, we acquire the shared ownership of the new object in the ratio of the objective value of our bought object to the other processed articles at the time of processing. The same applies in the event of mixing. If the mixing is done in such a way that the customer's object is the main

object, it is deemed to be agreed that the customer transfers the ownership of the shared property to Moll proportionately and keeps safe the single or shared property for Moll. Moll is obliged to release the securities due to it (the object) on the request of the customer, if its value exceeds the claims to be secured by more than 20 %.

7. Offsetting and assignment

Offsetting and assignment by the customer without the agreement of Moll are not permitted.

8. Place of performance, payment and fulfilment

The place of performance, payment and fulfilment for all obligations with the customer is Berlin.

9. Governing law, place of jurisdiction and contract language

German law applies exclusively for all business relationships with Moll. Application of the UN Convention on Contracts for the International Sale of Goods/CISG is excluded. The exclusive place of jurisdiction for all disputes arising directly or indirectly is Berlin. The contract language is German.

10. Written form and severability clause

The exclusion of these GST, the agreement of subsidiary agreements, subsequent amendment of the contract and the offer of a warranty, in particular warranties of characteristics, or the acceptance of price risks of shipment or other procurement risks require to be in written form.

Should individual parts of these GST become invalid, this does not affect the validity of the remaining provisions. The contract partners make efforts to replace the invalid clause with another clause that most closely - to the purpose and legal sense of the original formulation. The law applies in the event of doubt, dispute or lack of consent. Moll Marzipan GmbH, Berlin

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