

General Terms and Conditions of Hopfenveredlung St. Johann GmbH

1. Scope of application

1. These General Terms and Conditions shall only apply to entrepreneurs exercising their commercial or independent professional activities and to legal entities under public law. They shall apply to all business transactions between Hopfenveredlung St. Johann GmbH (hereinafter referred to as "**Hopfenveredlung St. Johann**") and the Principal, even if they are not mentioned in later agreements. They shall apply accordingly to the sale of products and the provision of services. The acceptance of services shall be replaced by the acceptance of products in the case of sale, and the acceptance of services in the case of provision of services.
2. Any conflicting, additional or deviating terms and conditions of the Principal shall not become part of the agreement unless Hopfenveredlung St. Johann has agreed to their validity. These General Terms and Conditions shall also apply if Hopfenveredlung St. Johann carries out a service for the Principal without reservation in full knowledge of the Principal's conflicting, additional or deviating conditions.
3. Any rights Hopfenveredlung St. Johann is additionally entitled to according to legal provisions or other agreements that go beyond these General Terms and Conditions shall remain unaffected.

2. Conclusion of agreement

1. Offers quoted by Hopfenveredlung St. Johann are subject to change and non-binding, unless Hopfenveredlung St. Johann informs the Principal otherwise.
2. Hopfenveredlung St. Johann hereby reserves all ownership, copyright, and other property rights to all offer documents. Such documents may not be made available to third parties. At the request of Hopfenveredlung St. Johann, the Principal shall immediately return all offer documents to Hopfenveredlung St. Johann if they are no longer required in the ordinary course of business. The same shall apply to all other documents and samples.
3. The order shall not become binding until it has been confirmed by Hopfenveredlung St. Johann by sending an order confirmation within four weeks or Hopfenveredlung St. Johann executes the order, especially if Hopfenveredlung St. Johann fulfills the order by extracting the Products.
4. Any failure of Hopfenveredlung St. Johann to respond to offers, orders, requests, or other declarations made by the Principal shall only be deemed as approval if this was agreed on previously.
5. If a justified request filed by a third party for the opening of insolvency or comparable proceedings regarding the Principal's assets is dismissed for lack of assets,

Hopfenveredlung St. Johann shall be entitled to withdraw from parts of the entirety of the Agreement.

Natural Substances, in particular certificates (if agreed).

3. Scope of services

1. The order confirmation of Hopfenveredlung St. Johann is decisive for the scope of services. Changes to the scope of services by the Principal require the confirmation of Hopfenveredlung St. Johann in order to be effective.
2. Delivery in parts is permissible unless delivery in parts is unreasonable for the Principal when considering the interests of Hopfenveredlung St. Johann.

2. Hopfenveredlung St. Johann shall make the extracts and, if agreed, also the raffinates (hereinafter jointly referred to as “end products”) available to the Principal for collection within the agreed period or, in the event of an agreed date, on that date. The collection of the final products at Hopfenveredlung St. Johann shall be carried out by the Principal or a third party commissioned by the Principal at the expense and risk of the Principal.

4. Natural Substances

1. The Principal shall deliver the Natural Substances to be extracted or otherwise processed by Hopfenveredlung St. Johann at its own expense and risk to the address specified by Hopfenveredlung St. Johann. Delivery shall be made in due time and, if agreed, within the agreed period or on the agreed date.
2. Hopfenveredlung St. Johann shall not perform an incoming inspection on the Natural Substances that are delivered.

3. The period for the performance shall begin at the earliest with the complete delivery of the Natural Substances to Hopfenveredlung St. Johann, the complete provision of the required information, the complete provision of the documents, certificates and approvals to be provided by the Principal, the clarification of all questions as well as the receipt of an agreed-upon partial payment or, in the event of an international transaction, upon receipt of payment in full. In the event of a date, the date shall be postponed accordingly if the Natural Substances are not delivered to Hopfenveredlung St. Johann in due time, if the Principal does not provide the required information in due time, if the documents, certificates and approvals to be provided by Principal are not provided in due time, if not all questions have been clarified in due time or if the agreed-upon partial payment or, in the case of an international transaction, the payment has not been received by Hopfenveredlung St. Johann in full. Adherence to the performance period requires a timely and proper fulfillment of the Principal's other obligations.

5. Extraction of Natural Substances, Periods and Dates

1. The Principal must inform Hopfenveredlung St. Johann in writing, unsolicited and in good time, at the latest when delivering the Natural Substances to be extracted to Hopfenveredlung St. Johann, of all information necessary and useful for the extraction in accordance with the agreement and hand over documents on the

4. An agreed period or an agreed date shall be deemed to have been met if Hopfenveredlung St. Johann has made the final products available to the Principal for collection up to their expiry and has informed the Principal that the final products are ready for collection or dispatch.

5. In the event of delay, the Principal shall be entitled to withdraw from the Agreement following the unsuccessful expiration of a reasonable grace period that the Principal provided to Hopfenveredlung St. Johann upon occurrence of the delay.

6. Remuneration and Payment

1. In the absence of a special agreement, the remuneration shall be deemed ex works and do not contain any transport, shipping, packaging costs, insurance, statutory taxes, customs duties, or other charges. The costs incurred by Hopfenveredlung St. Johann in this regard, especially the costs for the Packaging of the Final Products, shall be billed separately. The statutory value-added tax shall be listed separately on the invoice at the statutory amount applicable on the date the invoice is generated.
2. For lack of a separate arrangement, the remuneration shall be payable net within 14 days from the invoice date. The payment date is the date on which Hopfenveredlung St. Johann can make dispositions of the remuneration. In the event of a default in payment, the Principal must pay default interest in the amount of 9% above the respective annual prime rate. Any further claims on the part of Hopfenveredlung St. Johann shall remain unaffected.
3. In the case of international transactions, payment shall, in deviation of paragraph 2, be rendered prior to the performance, unless something else was previously agreed.

7. Transfer of Risk

1. The risk of accidental loss and accidental deterioration of the Final Products shall transfer to the Principal when readiness for pickup is communicated. Otherwise, the risk of accidental loss and accidental deterioration shall transfer to the Principal as soon as the Final Products are handed over to the person carrying out the transport or leave the plant of Hopfenveredlung St. Johann for shipping purposes. Clause 1 and clause 2 shall apply as well if the pickup is carried out in parts or Hopfenveredlung St. Johann has assumed further responsibilities such as the transport costs.
2. If the Principal is in default of acceptance, Hopfenveredlung St. Johann may demand compensation for the damage incurred, unless the Principal is not responsible for the circumstances leading to the default of acceptance. In particular, Hopfenveredlung St. Johann is entitled to store the end products at the expense of the Principal during the default in acceptance. The costs for the storage of the end products are estimated at 0.5% of the net invoice value per commenced calendar week. Further claims of Hopfenveredlung St. Johann remain unaffected. The Principal is entitled to prove that no or significantly lower costs were incurred by Hopfenveredlung St. Johann. The same shall apply if the Principal fails to meet other cooperation obligations, unless the Principal is not responsible for the failure to meet other cooperation obligations. The risk of accidental loss or accidental deterioration of the Final Products shall transfer to the Principal at the latest at the time it falls into default of acceptance. Hopfenveredlung St. Johann is entitled, after the expiry without results of a reasonable date set by Hopfenveredlung St. Johann, to otherwise dispose of the end products and to supply the Principal with a reasonably extended period.

8. Acceptance

1. The Principal is obliged to accept the services of Hopfenveredlung St. Johann immediately after their proper completion. Each party is entitled to demand partial acceptance or formal acceptance. The services shall be deemed (also formally) accepted if Hopfenveredlung St. Johann has set for the Principal a reasonable period for acceptance after the service has been rendered and the Principal has not refused acceptance within this period stating at least one defect.
2. Acceptance cannot be refused due to insignificant defects.

9. Claims for Defects

1. In the event of defects, Hopfenveredlung St. Johann shall, at its discretion, be entitled to supplementary performance by remediation of the defect or by new performance. In the case of supplementary performance, Hopfenveredlung St. Johann shall be obligated to pay all expenses necessary for the supplementary performance, in particular transport, mileage, work and material costs. Personnel and material costs that the Principal asserts in this context shall be invoiced at cost.
2. If Hopfenveredlung St. Johann is not willing or able to provide supplementary performance, the Principal may, at its discretion, withdraw from the Agreement or change the remuneration. This shall not affect any claims for damages or reimbursement of expenses. The same shall apply if the supplementary performance fails, is unreasonable to be expected from the Principal, or is significantly delayed for reasons that are in the areas of responsibility of Hopfenveredlung St. Johann.

3. No claims for defects shall arise for defects that are attributable to the Principal or a cause other than the original defect. No claims for defects shall arise either for defects on the Natural Substances.
4. The Principal may not have claims to a reimbursement of expenses instead of damages in the place of performance if a reasonable third party has not incurred the expenses as well.
5. Hopfenveredlung St. Johann does not provide any warranties, in particular no quality or durability warranty, unless other provisions are established in individual cases.
6. The limitation period for the Principal's claims for defects is one year. The limitation period of one year shall apply as well to tort-related claims that are based on a defect of the Performance. The limitation period shall begin with the approval of the Performance. The limitation period of one year shall not apply to the unlimited liability of Hopfenveredlung St. Johann for damages relating to the breach of a warranty or an injury to life, body, or health, for intent and gross negligence, as well as for product defects or as far as Hopfenveredlung St. Johann has assumed a procurement risk. A reaction by Hopfenveredlung St. Johann to a claim for defects asserted by the Principal shall not be considered an entry into negotiations about the claim or the circumstances giving rise to the claim if Hopfenveredlung St. Johann has fully rejected the claim for defects.

10. Liability of Hopfenveredlung St. Johann

1. Hopfenveredlung St. Johann shall be fully liable for defects relating to the breach of a warranty or from an injury to life, body, or health. The same shall apply for intent and gross negligence as far as Hopfenveredlung St. Johann has assumed a

procurement risk. Hopfenveredlung St. Johann shall only be liable for slight negligence if material duties were breached that result from the nature of the Agreement and that are of essential importance for the fulfillment of the contractual purpose. In the case of a breach of such duties, default, and unenforceability, the liability of Hopfenveredlung St. Johann shall be limited to such damages that are typically expected to arise in the context of this Agreement. A mandatory statutory liability for product defects shall remain unaffected.

2. As far as the liability of Hopfenveredlung St. Johann is excluded or limited, this shall apply as well to the personal liability of the employees, representatives, and vicarious agents of Hopfenveredlung St. Johann.

11. Product Liability

1. The Principal shall not modify the end products, in particular, it shall not modify or remove existing warnings about dangers in the event of improper use of the end products. In the event of a breach of this obligation, the Principal shall indemnify Hopfenveredlung St. Johann against any internal product liability claims by third parties, unless the Principal is not responsible for the modification of the end products.
2. If Hopfenveredlung St. Johann is prompted to recall or issue a product warning due to a product defect in the end products, the Principal shall cooperate to the best of its ability in taking the measures which Hopfenveredlung St. Johann deems necessary and expedient and which support Hopfenveredlung St. Johann in this, in particular in determining the necessary customer data. The Principal shall be required to bear the costs of the product recall or warning, unless under product liability principles, it cannot be held responsible for the product defect and

the damage that has occurred. Further claims of Hopfenveredlung St. Johann remain unaffected.

3. The Principal shall immediately inform Hopfenveredlung St. Johann in writing of any risks becoming known to the Principal when using the end products and of possible product defects.

12. Force Majeure

1. If Hopfenveredlung St. Johann is prevented from the fulfillment of the contractual obligations, and in particular from the provision of the performance, due to force majeure, Hopfenveredlung St. Johann shall be released from the duty to perform for the duration of the impairment as well as a reasonable start-up time without being required to indemnify the Principal. The same shall apply if it becomes unreasonably difficult or temporarily impossible for Hopfenveredlung St. Johann to fulfill its obligations due to unforeseeable circumstances that are not in the area of responsibility of Hopfenveredlung St. Johann such as a labor dispute, official measures, a pandemic, energy shortage, a cyber attack or significant malfunctions. If Hopfenveredlung St. Johann is released from the duty to perform, Hopfenveredlung St. Johann shall return any payments already made by the Principal.
2. Hopfenveredlung St. Johann shall be entitled to withdraw from the Agreement after the expiry of a reasonable period if such an impairment lasts for more than four months and Hopfenveredlung St. Johann is no longer interested in the fulfillment of the Agreement due to the impairment. At the request of the Principal, Hopfenveredlung St. Johann shall announce at the end of the period whether it intends to make use of its right to withdraw or if it will render performance within a reasonable period of time.

13. Retention of Title

1. Until the remuneration and any receivables Hopfenveredlung St. Johann is entitled from the Principal in connection with the business relationship have been paid in full, the delivered final Product shall remain the property of Hopfenveredlung St. Johann. For the duration of the retention of title, the Principal shall be required to treat the Final Products subject to retention of title with care.
2. The Principal may only sell the Final Products subject to retention of title in the context of regular business operations. Besides the Principal shall not be entitled to pledge the Final Products subject to retention of title, to assign them as security, or to dispose of them in any other way that endangers the ownership of Hopfenveredlung St. Johann. In the event of pledges or other third-party interference, the Principal shall promptly notify Hopfenveredlung St. Johann in writing and provide all information necessary, inform the third party about the ownership rights of Hopfenveredlung St. Johann, and assist with any steps taken by Hopfenveredlung St. Johann to protect the Final Products subject to retention of title. If the third party is unable to reimburse Hopfenveredlung St. Johann for the judicial and nonjudicial expenses incurred for the assertion of the ownership rights of Hopfenveredlung St. Johann, the Principal shall be required to reimburse Hopfenveredlung St. Johann for the resulting losses, unless the Principal is not responsible for the breach of duty.
3. The Principal hereby assigns any receivables from the resale of the Final Products with all ancillary rights to Hopfenveredlung St. Johann, regardless of whether the Final Products subject to retention of title are resold with or without processing. Hopfenveredlung St. Johann hereby accepts the assignment. If the assignment is not permitted by law, the Principal hereby instructs the third-party debtor to make any

payments only to Hopfenveredlung St. Johann. The Principal is irrevocably authorized to collect the receivables assigned to Hopfenveredlung St. Johann on behalf of Hopfenveredlung St. Johann in its own name. The collected amounts shall promptly be paid to Hopfenveredlung St. Johann. Hopfenveredlung St. Johann may revoke the collection authority of the Principal as well as the Principal's right to resell for cause, especially if the Principal does not duly meet its payment obligations vis-a-vis Hopfenveredlung St. Johann, falls in default of payment, stops making payments, or if the Principal applies for the opening of insolvency proceedings or comparable proceedings to settle the debts of the Principal related to its assets or if the substantiated application, by a third party, for the opening of insolvency proceedings or comparable proceedings to settle the debts of the Principal is rejected due to lack of assets. In case of a blanket assignment by the Principal, the claims assigned to Hopfenveredlung St. Johann have to be explicitly excluded.

4. Upon demand of Hopfenveredlung St. Johann, the Principal shall be required to notify the third-party debtor promptly of the assignment and shall provide Hopfenveredlung St. Johann the information and documents that are necessary for the collection.
5. In case of conduct that violates the Agreement, in particular in case of a default in payment by the Principal, Hopfenveredlung St. Johann shall, irrespective of its other rights, be entitled to withdraw from the Agreement after the expiration of a reasonable grace period set by Hopfenveredlung St. Johann. The Principal shall promptly provide Hopfenveredlung St. Johann or its agents with access to the Final Products subject to retention of title and hand them over. After a corresponding notification in due time, Hopfenveredlung St. Johann may use the Final Products subject to retention of title for the satisfaction of its payable claims against the Principal in other ways.

6. The Principal shall perform any processing or modification of the Final Products subject to retention of title on behalf of Hopfenveredlung St. Johann. The Principal's remainder to the Final Products subject to retention of title shall remain with the processed or transformed Final Product. If the Final Products are processed or modified with other products which are not owned by Hopfenveredlung St. Johann, then Hopfenveredlung St. Johann shall obtain co-ownership in the new product in the proportion of the value of the Final Products to the other processed products at the time of the processing or modification. The same shall apply if the Final Products are combined or mixed with other products that are not owned by Hopfenveredlung St. Johann so that Hopfenveredlung St. Johann loses its full ownership. The Principal shall store the new products on behalf of Hopfenveredlung St. Johann. Otherwise, the same provisions as for the Final Products subject to retention of title shall apply to the product created by processing or modification as well as joining or mixing.
7. At the Principal's request, Hopfenveredlung St. Johann shall be required to release the collateral to which it is entitled to the extent the realizable value of the collateral exceeds, taking any customary valuation discounts applied by the bank into account, the receivables of Hopfenveredlung St. Johann from the business relationship with the Principal by more than 10%. The valuation is based on the invoice value of the Final Products subject to retention of title and the nominal value of the receivables. Hopfenveredlung St. Johann shall be responsible for the selection of the collateral to be released.
8. If Final Products are shipped to other legal systems where this retention of title provision does not have the same security effect as in the Federal Republic of Germany, the Principal hereby grants Hopfenveredlung St. Johann a corresponding collateral right. If additional measures are required for this purpose, the Principal shall do anything in its power

to promptly provide Hopfenveredlung St. Johann with such a collateral right. The Principal shall assist with all measures that are necessary and useful for the effectiveness and enforceability of such collateral rights.

14. Confidentiality

1. The Parties are obliged to keep secret all trade secrets of the other Party that become accessible to them for a period of five years from the handover of the Final Products, to protect them by suitable and appropriate measures and, unless required for the business relationship, neither to record them nor to pass them on to Third Parties, use them or exploit them. In particular, the Parties shall ensure that the trade secrets of the other Party are only made accessible to such employees and other staff and only to the extent that this is required for the business relationship. Objects embodying trade secrets are also subject to the obligation of confidentiality. In particular, the receiving Party is prohibited from obtaining the trade secrets embodied therein by reverse engineering a Final Product. Trade secrets are all information which is designated as confidential or secret or which is recognisable as a trade secret according to other circumstances, in particular technical information (e.g. product descriptions, methods, procedures, formulae, techniques as well as inventions) and commercial information (e.g. price data).
2. The confidentiality obligation shall not apply if the information of the receiving party is already known before the commencement of the contractual relationship, with evidence thereof, or was generally known or accessible before the commencement of the contractual relationship or becomes generally known or accessible through no fault of the receiving party. The burden of proof lies with the receiving party.

3. The Parties shall ensure with the help of suitable contractual agreements signed with their employees, other staff and Third Parties, to which the trade secrets of the other Party become accessible in accordance with paragraph 1 above, that they are also obliged to maintain appropriate secrecy for a period of five years from the handover of the Final Products.

15. Data Protection

1. The Parties are obliged to observe the statutory provisions on data protection, in particular the EU General Data Protection Regulation ("GDPR") when executing the agreement and to impose compliance with these provisions on their employees.
 2. The Parties shall process the received personal data (names and contact data of the respective contact persons) exclusively for the fulfilment of the contract and will protect these by security measures (Art. 32 GDPR) which are adapted to the current state of the art. The parties are obliged to delete the personal data as soon as their processing is no longer necessary. Any legal storage obligations shall remain unaffected by this.
 3. Should one Party process personal data on behalf of the other Party within the framework of the execution of the agreement, the Parties shall conclude an agreement on the commissioned data processing in accordance with Art. 28 GDPR.
2. The Principal may only assert a right of retention if its counterclaim pertains to the same contractual relationship.
 3. The legal relationships between the Principal and Hopfenveredlung St. Johann shall be subject to the law of the Federal Republic of Germany with the exception of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
 4. If the Principal is an entrepreneur within the meaning of the German Commercial Code (*Handelsgesetzbuch*), a public law legal entity or a special fund under public law, exclusive place of jurisdiction for all disputes pertaining to the business relationship between Hopfenveredlung St. Johann and the Principal shall be the seat of Hopfenveredlung St. Johann. Hopfenveredlung St. Johann may also file suit at the Principal's seat as well as at any other admissible place of jurisdiction.
 5. The place of fulfillment for any performance of the Principal and of Hopfenveredlung St. Johann shall be the seat of Hopfenveredlung St. Johann, unless otherwise is agreed.

Release: Feb. 20th, 2023

16. Final Provisions

1. Principal may only assign any rights and obligations to third parties with the prior consent of Hopfenveredlung St. Johann.