



**Capri Sun Vertriebs GmbH • Rudolf-Wild-Str. 86 – 98 • 69214 Eppelheim • Germany**  
**General Terms of Sale**

### 1. General Terms

1.1 The following General Terms of Sale (hereinafter “General Terms of Sale”) placed by Capri Sun Vertriebs GmbH (hereinafter “CSV”) form the basis of all delivery transactions.

1.2 In the following the respective business partner of CSV shall be referred to as “Customer”, notwithstanding the nature of the respective contract and the respective status of the business relationship.

1.3 These General Terms of Sale are valid and effective as of 1 September 2024. They shall apply also to future transactions – even if they are not referred to again or their validity is not expressly agreed.

1.4 Offers are always non-binding, if nothing else is expressly agreed in writing. Orders only become binding for use upon CSV’s written confirmation; the forwarding of the invoice is considered confirmation of the order.

1.5 General purchase conditions or other conditions of the Customer are only subject of the contract, if CSV has recognized them in writing. Any general terms and conditions of the Customer shall be expressly excluded. Notwithstanding the foregoing, the Parties agree that the valid conclusion of a contract shall not fail due to general terms and conditions which contradict each other. Insofar as conflicting general terms and conditions correspond to each other, the conforming provisions shall apply. Moreover, those terms of CSV which correspond to non-contradicting terms of the general terms and conditions of the Customer shall be deemed to have been agreed upon. However, those provisions of the general terms and conditions of the Customer which do not correspond to the content of the General Terms of Sale of CSV, will be rejected and shall not form part of the agreement. In this and any other cases, the provisions of the German Civil Code shall apply.

1.6 An objection to CSV’s General Terms of Sale must be made promptly and expressly in writing. The sending of general contract conditions or other conditions by the Customer, formulaic protection clauses or the Customer’s silence about the General Terms of Sale are not considered as an objection.

1.7 If the Customer’s general contractual conditions are likewise subject of the contract and individual provisions contradict the present general business and sale conditions, then to this extent the legal provisions are subject of the contract. The contract as such is not affected by this. The Customer’s acceptance of the contractual item and services provided by CSV is considered as acceptance of the General Terms of Sale.

### 2. Price, Packaging and Deposit

2.1 The prices apply ex works (EXW Eppelheim, Incoterms 2020) and they are net prices not including the legally due VAT, possibly applicable excise taxes such as, e.g., sugar tax, soft drinks tax or a comparable tax, applicable fees, foreign source taxes, other taxes, customs fees and further expenditures. If the delivery of products cannot be provided by CSV at the agreed delivery time due to reasons caused solely by the Customer, CSV shall be entitled to invoice the Customer for extra costs resulting from the delay, based on the prices that apply on the respective delivery date. The transport packaging is not returnable.

2.2 In the event of significant price changes due to changes in wage, material and distribution costs, we also reserve the right to change the fixed prices.

2.3 If products subject to deposit are sold, then prices are understood as not including EUR 0.25 deposit per can/ per plastic bottle and not including legal applicable VAT. No discounts nor any sort of conditions (rebate, bonuses) are granted on deposit amounts.

2.4 The information relevant for the taxation such as, e.g., the information on the delivery recipient, place of delivery or other service in the sense of the VAT Act, must be disclosed completely, accurately and transparently by the Customer. The Customer is obligated to notify CSV promptly in writing of all modifications of the tax-relevant data (letter, fax, e-mail), at the latest with the delivery of the order starting from which the modification must apply. If due to the failure to present tax-relevant data completely or in timely manner, VAT and interest should subsequently be due on the activated deliveries or other services, then the Customer commits itself to charge the VAT and repay to CSV the definitive interest.

### 3. Delivery Period and Pallet Handling

3.1 The Customer must take into account a delivery waiting period of 5 working days for CSV’s standard range of products and at least 5 weeks for CSV’s complete ¼-Chep product range (calculated from the order date). For reasons of transport stability it is necessary to always order multiples of 4 in the case of the ¼-Chep product range per order and unloading point, and per delivery, in the case of the ½ Chep product range it is necessary to always order by multiples of 2. If the Customer does not meet these requirements, CSV is hereby entitled to bill the additional costs arising with regard to additional load securing measures.

3.2 If the products are delivered on pallets, the Customer respectively the carrier, who, in a contract of carriage, undertakes to perform or to procure the performance of transport on behalf of the Customer, is obliged to provide that each truck is secured for transport pursuant to VDI 2700, DIN EN 12642 (Code XL).

3.3 Concerning any pallet delivered by CSV the following pallet handling mechanisms are available:

- Upon arrival of the products at the place of destination the Customer exchanges the delivered pallets and returns a corresponding quantity of A-quality pallets (in line with GS1 Germany standards). If the pallets ex-changed and returned by the Customer are not of A-quality, CSV is entitled to refuse acceptance of such pallets and to set the Customer an appropriate grace period for returning A-quality pallets or to charge the Customer the actual price per pallet; and/or
- the Customer pays for the delivered pallets the actual price; and/or
- the Customer as a member of the CHEP pool system will return the delivered CHEP pallets to CHEP. If the Customer returns CHEP pallets of lower quantity (than initially

delivered by CSV) or of worse quality (than of A-quality), CSV is entitled to invoice the Customer any claims, demands, costs, damages and expenses charged by CHEP; and/or

- CSV will include the costs for the delivered pallets in the price for the products.

The respective applicable mechanism(s) of pallet handling will be separately agreed between the parties. In the event no mechanism of pallet handling is agreed separately between the parties, CSV is entitled to choose at its sole discretion which mechanism(s) of pallet handling will apply to the business transactions with the Customer.

3.4 If an agreed delivery deadline is exceeded by more than one week, then the Customer is entitled to set CSV an appropriate subsequent delivery period of at least one week. If the delivery deadline up to the expiry of the subsequent period is not met, then the Customer has the right to withdraw from the contract. The withdrawal must be declared in writing promptly after expiry of the subsequently set deadline.

3.5 There is no right to withdrawal, if CSV cannot meet the subsequent delivery deadline at no fault of its own part.

3.6 Claims for compensation for damages due to delayed delivery or failure to deliver are excluded in all cases, as long as the damage is not caused by malicious or grossly negligent conduct.

### 4. Force Majeure

4.1 Events of force majeure, interruption of operations at CSV’s premises or in the factories of CSV’s suppliers, orders of authorities, riots, war, terrorist attacks, blockades, uprisings, embargo, natural disasters, pandemic, epidemic, quarantine, labour disputes, strikes, lock-outs, devaluation of the currency, cyberattacks, data leaks as a result of cyberattacks and/or internet or power disruptions, standstill in supply or significant price increase in raw materials and similar (“Force Majeure”), entitle CSV to extend the delivery deadline, or reduce or annul the confirmed order. The Customer cannot assert any claim against CSV for compensation for damages deriving from this.

4.2 If the delivery period is extended due to the above-mentioned circumstances or if CSV reduces or cancels the order, the Customer will have no liability claims of any kind against CSV. CSV shall also not be liable for an event of Force Majeure arising during a period when it is in default of delivery. CSAG shall notify the Customer of the occurrence of any of the above-mentioned circumstances.

### 5. Shipping and Transfer of Risk

5.1 The risk of accidental loss and accidental deterioration of the goods is transferred to the Customer in line with the agreed Incoterms or, or, if the handover occurs earlier than stipulated by the Incoterms, when the goods are handed over to Customer (or Customer’s agent, carrier or freight handler) at the latest. In the case of sales by delivery (Versendungkauf), however, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay are transferred to at the moment the goods have been delivered to the freight forwarder, the carrier or the person or institution otherwise assigned to carry out the shipment. If acceptance has been agreed, this is decisive for the transfer of risk. The statutory provisions of the law also apply accordingly to an agreed acceptance. The handover or acceptance is the same if the customer is in default of acceptance.

5.2 The route of shipping and mode of transport are left to CSV’s election with exclusion of any sort of liability. CSV does however insure the transport on express written request of the Customer and at his cost. Possible damages must then be documented by certificate of the freight handler, otherwise the obligation to compensate does not apply.

5.3 Goods announced as ready to ship must be called up promptly. Otherwise CSV is entitled, to store them at the costs and risk of the Customer, according to CSV’s own discretion.

5.4 According to the law to combat illegal employment in road freight transport (GüKG), only drivers or freight carriers, who meet the requirements of § 7b GüKG may be employed for the pick-up. Foreign drivers from third-party states require a valid work permit. The vehicles of these drivers will only be loaded if CSV is presented on request with an official certificate with an official sworn translation into German, in accordance with § 7b Abs.1 Satz 2 GüKG. Costs arising due to failure to load deriving from this lack of the abovementioned requirements will not be paid by CSV. Likewise CSV accepts no costs due to failure to load that arise due to lack of a suitable vehicle or lack of load-securing equipment.

### 6. Guarantee

6.1 In case of obvious and latent defects and for the lack of guaranteed characteristics for twelve months after the day of the receipt of the goods at the place of destination, CSV offers a cost-free delivery of goods free from defects. Any further recourse beyond the cost-free delivery of defect-free goods is expressly excluded.

6.2 Other claims of the Customer due to obvious and latent defects or the lack of guaranteed characteristics, especially for price reduction or compensation for damages, and also due to direct or indirect damages are excluded; this does not apply, if the cause of the damage is based on intent or gross negligence of CSV’s management or CSV’s leading employees or on the grossly negligent or intentional violation of an essential obligation of the contract.

6.3 Complaints of obvious defects must be asserted at reception of goods, but no later than 5 working days following the reception in writing. Deviations from the quantities on the delivery slip must be asserted on receipt of goods in writing. Latent defects must be asserted immediately after discovery, but not later than 2 working days following the discovery of such latent defects in writing. Otherwise CSV’s liability due to these defects is excluded.

6.4 If after delivery the products are not stored or shipped by the Customer or by third parties in a manner safe from frost and cold, and protected from sun and light, then CSV is not liable for the defects resulting from this.

6.5 The obligation to guarantee expires, if the Customer modifies, or improperly handles or processes the delivered goods. For products produced by third parties but delivered



**Capri Sun Vertriebs GmbH • Rudolf-Wild-Str. 86 – 98 • 69214 Eppelheim • Germany**  
**General Terms of Sale**

by CSV, CSV is liable exclusively in the scope that CSV's suppliers accept and fulfill a guarantee for CSV. CSV is entitled to transfer its guarantee claims made by suppliers to the Customer, and thus release itself from its own obligation to guarantee.

§ 478 German Civil Code shall remain unaffected.

### **7. Liability and Compensation for Damages**

7.1 Insofar as nothing to the contrary arises from these GTC including the following provisions, CSV shall be liable in accordance with the statutory provisions in the event of a breach of contractual and non-contractual obligations.

7.2 CSV shall be liable for damages - irrespective of the legal grounds - within the scope of fault-based liability in the event of intent and gross negligence, in accordance with the ProdHG and in the event of the issuing of a guarantee promise. In the event of simple negligence, CSV shall only be liable, subject to statutory limitations of liability (e.g. care in own affairs; insignificant breach of duty), for

- a) for damages resulting from injury to life, body or health,
- b) for damages resulting from the violation of an essential contractual obligation (obligation, the fulfillment of which enables the proper execution of the contract in the first place and on the observance of which the contractual partner regularly relies and may rely); in this case, however, the liability of CSV shall be limited to the compensation of the foreseeable, typically occurring damage.

7.3 The liability of CSV in case of simple negligence for

- a) loss of production, loss of profits, loss of business opportunities, loss of use opportunities, product recalls (even if CSV itself has initiated this due to misconduct on the part of the Customer), downtime costs, downtime or waiting times of personnel and contractual penalty or lump-sum damages payable by the customer to third parties as well as for
- b) indirect and / or consequential damages, i.e. such damages which
- c) do not occur to the goods for the manufacture, maintenance or modification of which the goods or the service of CSV serve, or
- d) are not caused directly by the breach of duty but only by the occurrence of a further indirect causal event, or
- e) could not have been foreseen by the contracting parties at the time of the conclusion of the contract according to the course of events to be typically expected.

is excluded.

7.4 The limitations of liability resulting from paragraph 2 shall also apply to third parties as well as in the case of breaches of duty by persons (also in their favour) whose fault CSV is responsible for according to statutory provisions. They shall not apply if a defect has been fraudulently concealed or a guarantee for the quality of the goods has been assumed and for claims of the customer under the Product Liability Act.

7.5 The customer may only withdraw from or terminate the contract due to a breach of duty which does not consist of a defect if CSV is responsible for the breach of duty. A free right of termination of the customer (in particular according to §§ 650, 648 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

7.6 CSV shall only bear costs for a product recall with its prior written approval, except where a recall is legally mandated due to a public health risk. Recalls initiated solely for reputational concerns shall not be CSV's responsibility. If there is a reasonable risk that the goods are affected, CSV reserves the right to cancel or withhold deliveries. In such cases, the parties will promptly convene to discuss and agree on a mutually acceptable solution.

### **8. Audits**

Audits on the part of the Customer or its agents may be conducted only after prior agreement with an advance notice of at least 3 working days and at the usual operating times (Mo-Fr: 9 AM to 5 PM). The security conditions at CSV's company premises require registration at CSV's gate before entry to the company premises, which may lead to a waiting period. A further indispensable prerequisite is the prior signature of a confidentiality agreement, otherwise CSV cannot grant access to the necessary factory rooms and inspection of the relevant and necessary documents. Photographs can only be taken with agreement of CSV's employees, and technical details of machines may not be photographed at any time.

### **9. Retention of Title**

9.1 CSV retains the title on delivered goods for the respective arrangement until full payment of the purchase price including all subsidiary debts or a continuing outstanding balance.

9.2 These delivered products may not be disposed by the Customer outside of regular business operation, e.g., pledge or transfer of ownership as security is prohibited. In the event of imminent pledges or of the execution of a pledge or any other infringement of CSV's rights by third parties, the Customer must promptly notify CSV.

9.3 If the delivered products, whether processed or unprocessed, are resold, then the Customer hereby assigns to CSV as a security the resulting claims to the maximum amount of CSV's claims. The Customer is entitled, to collect these claims on CSV's account. However, CSV reserves the right to demand the name of the debtor and direct payment to CSV.

9.4 If the Customer incurs a delay with his payment obligations to CSV or if he violates one of the obligations deriving from the agreed retention of title, then the total remaining debt becomes due immediately. In these cases CSV is entitled to demand the handing over of the goods and to pick them up at the Customer's premises. The Customer hereby declares his consent for the persons commissioned for this purpose to be able to access the area(s) where the goods subject to retention of title are found by vehicle or on foot. The Customer has no right to possession. The recovery of the goods by CSV does not have the effect of a withdrawal from the contract. A pledging of the delivered

goods by CSV always has the effect of a withdrawal from the contract.

9.5 The Customer must provide at all times all necessary information and documents so that CSV can settle the claims transferred in advance from the resale.

### **10. Payment Conditions**

10.1 Invoices are due to be paid immediately without delay starting from the invoice date. In the case of delay CSV is entitled to demand late payment interest in an amount of 9 percentage points above the respective basic interest rate according to § 247 German Civil Code.

10.2 In case of deterioration of the credit-worthiness of the Customer CSV is entitled to shorten the payment terms, to demand prepayment or to withdraw from the contract. If the Customer incurs default in a payment obligation, then all other payment obligations are hereby due for immediate payment, even if the deadline agreed for this obligation has not yet elapsed. In this case, CSV can also demand immediate payment for issued bills of exchange by returning them.

10.3 CSV is not obligated to accept bills of exchange or checks as payment. If this does happen, then the payment is only made if the bill of exchange or check amount has been settled or credited to CSV. Exchange fees plus other surcharges and possible interest are paid by the Customer.

10.4 Notices of defects do not entitle to withholding of payments due. Right of retention and off-setting with disputed counterclaims and those that have not been legally determined are excluded.

10.5 If the Customer is overdue with any payment hereunder, then without prejudice to the CSV's other rights or remedies: CSV shall have the right to suspend the execution of any pending or future orders on seven (7) days' written notice to Customer until the CSV has received payment of the overdue amount together with any accrued interest and any reasonable legal fees incurred in connection with collecting such overdue amounts; and/or CSV shall have the right to cancel any pending / future orders and/or terminate the agreement with Customer.

### **11. Collection of Payments**

CSV's traveling agents and employees are only authorized to accept payments determined by CSV, if they possess a written power of attorney from CSV for this purpose.

### **12. Special Arrangements and On-Call Orders**

12.1 Special arrangement and on-call orders must be settled within the agreed period. If the call-up is not made in timely manner, then CSV has the right, at CSV's choice, to withdraw from the delivery obligations, to invoice the goods remaining to be approved or to demand compensation for damages due to non-performance.

12.2 In the cases of special arrangements or deadline orders, taxes-, freight charges or similar increases that have arisen after issuing the order are billed separately.

### **13. Data Protection**

13.1 Personal data of CSV's customers and suppliers will only be captured, stored and processed electronically for contractual purposes under due consideration of the provisions of the EU General Data Protection Regulation (GDPR).

13.2 For further information in relation to the handling of user data, CSV refers to its Privacy Policy, available on its homepage (<https://www.capri-sun.com>).

### **14. Confidentiality**

14.1 Each party will during the term of this Agreement and thereafter – at least for the time period of five (5) years or, if the owner continues to have the required interest to keep such trade secrets confidential thereafter, also for a further period as long as such interest exists - keep secret and confidential all information and know-how (together, the "Confidential Information") disclosed to it by the other party or otherwise belonging to the other party and will share such information with its agents and/or employees only by strictly applying the "need-to-know" principle and ensuring that they are similarly bound. Such confidential information must be protected from access by unauthorized persons by appropriate protective measures and must not be disclosed to or used by other persons unless the other party (owner) expressly agrees in advance in writing to such a disclosure to other persons. In any case, the Customer is obliged to immediately return all Confidential Information to CSV upon CSV's request and not to retain any copies of it.

14.2 The obligation of confidentiality contained in this clause 14 will not apply or (as the case may be) will cease to apply to Confidential Information which:

14.2.1 at the time of its disclosure by the disclosing party (the "Disclosing Party") is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party (the "Receiving Party");

14.2.2 is or becomes legitimately available to the Receiving Party on a non-confidential basis prior to its disclosure by the Disclosing Party;

14.2.3 was independently developed by the Receiving Party without violating any of its obligations under the cooperation; or

14.2.4 is required to be disclosed by applicable law or order of a court of competent jurisdiction, governmental or regulatory authority or stock exchange, provided that prior to such disclosure the Receiving Party will (to the extent practicable and legally permitted) provide the Disclosing Party with prompt notice of this so that Disclosing Party may seek (at its own costs and expenses) an appropriate protective order or other appropriate relief or waive compliance with the provisions of this Agreement.

14.3 Confidential Information is, and shall remain, the exclusive property of the Disclosing Party.

### **15. Industrial and Intellectual Property Rights**

All industrial and intellectual property rights such as patents, utility models, industrial designs, trademarks or other distinctive signs, trade secrets as well as copyrights



**Capri Sun Vertriebs GmbH • Rudolf-Wild-Str. 86 – 98 • 69214 Eppelheim • Germany  
General Terms of Sale**

covering the products covered by these terms or any part of such products, as well as any related documents, drafts, offers, order confirmations, drawings, manuals, calculations, quotations or any other material provided by CSV to the Customer (whether in hard copy or electronic form) shall remain the exclusive property of CSV or its allied companies. Nothing in these terms or in the relationship between the Parties under these terms shall be construed as granting or transferring any rights or licenses, including, but not limited to, any patent and trademark rights, by CSV or its allied companies to Customer or its affiliates. The Customer has therefore also no right to use any trademarks of CSV or its affiliated companies as part of its company name, domain name, social media site/channel, blog name/social media username or as part of the name of any other digital platforms of Customer without CSV's prior written consent.

Customer shall not register industrial or intellectual property rights in its own or any affiliate's name (including, but not limited to patent, and trademark rights) using the trade secrets, confidential or proprietary information provided by CSV (or its allied companies) and shall refrain from any economic usage whatsoever by itself, by its affiliate(s), or by any third party without prior written consent of CSV and Customer shall not infringe any industrial or intellectual property rights of CSV or its allied companies.

**16. Corporate Responsibility / Code of Conduct**

Customer acknowledges that CSV is committed to the highest standards of integrity, sustainability and ethics, as described in the Capri-Sun Business Code of Conduct available on CSV's homepage (<https://www.capri-sun.com>). The Customer acknowledges the Capri-Sun Business Code of Conduct and agrees to adhere to it.

**17. Assignment and Change of Control**

17.1 Customer shall not assign this agreement or any orders hereunder without the prior written consent of CSV.

17.2 In the event of a change of control (i.e. a significant shift in ownership or control such as a merger or acquisition) of either party, the party undergoing such change shall promptly notify the other party in writing. Upon receipt of this notice, the other party shall have the right to terminate this agreement by providing written notice of termination within sixty (60) days. Termination shall take effect upon the expiration of the sixty (60) day period unless otherwise mutually agreed upon in writing.

17.3 Any breaches of this provision shall allow the other party to terminate the contract with immediate effect.

**18. Place of Performance and Jurisdiction**

Place of performance for deliveries and payments, and also the exclusive jurisdictions is Heidelberg. CSV is also entitled to lodge a claim at the Customer's domicile. For the legal relationship between the parties to the contract or their respective legal successors, the parties agree to apply German law, with the exclusion of UN Sales Law (CISG), as well as of the Private International Law Statute (PILS).

**19. Other Provisions**

If one or more of these provisions should be invalid, then the validity of the remaining provisions is not affected by this. The invalid provisions are replaced by a provision that comes as close as possible to the intent of the contract.

**Capri Sun Vertriebs GmbH**