

General Terms and Conditions of Carogusto Deutschland GmbH, Last updated: March 2025

1. Scope of application, deviating terms and conditions, future transactions, overriding agreements, written form for legally relevant declarations

- 1.1 These General Terms and Conditions (hereinafter "**GTC**") apply to all offers and declarations of acceptance of Carogusto Deutschland GmbH (hereinafter "**CG**"), to all deliveries of products, provision of services and other services of CG (including cost estimates, ancillary services, consultations and information) as well as for all contracts that CG concludes on the seller-, supplier and contractor side with the buyer or client (hereinafter "**Customer**"). The GTC only apply to entrepreneurs (Section 14 of the German Civil Code, BGB), legal entities under public law and special funds under public law in accordance with Section 310 (1) sentence 1 BGB.
- 1.2 These GTC apply exclusively. Any terms and conditions of the Customer that conflict with or deviate from these GTC shall not apply unless CG has expressly agreed to them in individual cases.
- 1.3 These GTC shall also apply in their respective version to all future contracts within the framework of ongoing business relationships, even if they are not expressly agreed again.
- 1.4 Individual agreements (including individual ancillary agreements, supplements and amendments) with the Customer and deviating information in the offers/declarations of acceptance shall take precedence over the GTC.
- 1.5 Legally relevant declarations and notifications which the Customer must submit to CG after conclusion of the contract (e.g. setting of deadlines, notifications of defects, declarations of cancellation or reduction in price) must be made in writing to be effective. Statutory form requirements and further evidence, in particular in the event of doubts about the legitimacy of the declaring party, remain unaffected.

2. Written/text form, offers, conclusion of contract

- 2.1 Offers and declarations of acceptance, amendments and other ancillary agreements and arrangements made before or upon conclusion of the contract shall be made in writing or text form (letter, fax, e-mail; hereinafter collectively referred to as "**in writing**") in order to be legally effective.

- 2.2 Unless expressly designated as binding or agreed, offers made by CG, in particular with regard to price, quantity and delivery period, are non-binding. The Customer is bound by its offer for three (3) weeks. An effective contract shall only be concluded upon written confirmation of the offer received by CG, but at the latest – in deviation from Section **Fehler! Verweisquelle konnte nicht gefunden werden.** – upon delivery or provision of the service.
- 2.3 If the written confirmation sent by CG differs from the Customer's offer (order), the contract shall be deemed to have been concluded under the conditions confirmed by CG, unless the Customer objects (i) with regard to ordered Sisisi® menus within 24 hours and (ii) with regard to ordered Qeamer® within five (5) days, in cases (i) and (ii) in each case after receipt of the written confirmation from CG by the Customer. The deadline shall be deemed to have been met if the Customer's objection is received by CG in writing within the deadline set in accordance with this provision.

3. Products, specifications, best-before date, storage and delivery of Sisisi® menus

- 3.1 Technical data regarding products, documentation, descriptions, illustrations, information regarding dimensions and properties as well as information on standards (hereinafter "**Specifications**") are for information purposes only and shall not be deemed to be warranted characteristics of a product unless CG expressly warrants such characteristics in writing. CG reserves the right to make changes to the products, specifications, packaging and services at any time and to withdraw products or services from the range.
- 3.2 If CG is obliged by law or official order to make not merely insignificant changes to specifications, CG shall immediately inform in writing any Customer affected by this who has not yet been supplied under a validly concluded contract. In this case, the Customer shall be entitled to withdraw from the contract within the periods specified in Section **Fehler! Verweisquelle konnte nicht gefunden werden..** The deadline shall be deemed to have been met if the Customer's cancellation is received by CG in writing within the period specified in Section **Fehler! Verweisquelle konnte nicht gefunden werden..**
- 3.3 The Customer is responsible for the proper storage and delivery of the delivered Sisisi® menus to end customers and for compliance with all hygiene requirements and food law regulations; including, where required by applicable law, the notification of activity as a food business operator and the continuous supervision of the self-service shelves by the sales staff.

4. Prices

- 4.1 The prices valid at the time the contract is concluded shall apply.

4.2 Prices are quoted in euros DELIVERED AT PLACE (DAP) to the destination specified by CG in the offer (Incoterms® 2020) plus statutory VAT, unless expressly agreed otherwise.

5. Delivery, partial deliveries, non-availability of the service, force majeure, self-delivery, delay in delivery, liability, under-delivery, forecast

5.1 Unless otherwise specified or agreed by CG, delivery dates and delivery periods are non-binding. If binding delivery dates or deadlines are agreed, but are not met for reasons for which CG is not responsible ("**non-availability of the service**"), CG shall inform the Customer of this immediately and at the same time inform the Customer of the expected new delivery deadline. If the service is also not available within the new delivery period, CG shall be entitled to withdraw from the contract in whole or in part; CG shall immediately reimburse any consideration already paid by the Customer. Non-availability of the service shall exist, for example, in the event of late delivery by (upstream) suppliers (see Section **Fehler! Verweisquelle konnte nicht gefunden werden.**), in the event of other disruptions in the supply chain, for example due to force majeure (see Section **Fehler! Verweisquelle konnte nicht gefunden werden.**) or if CG is not obliged to procure in individual cases.

5.2 Deliveries shall be DELIVERED AT PLACE (DAP) to the destination specified by CG in the offer (Incoterms® 2020), unless expressly agreed otherwise.

5.3 Partial deliveries are permitted to an extent that is reasonable for the Customer.

5.4 In the event of **force majeure** or other unforeseen events, e.g. operational disruptions, official measures, lawful strikes, natural disasters, sabotage, fire, pandemics, epidemics, destruction/damage to production facilities or sites, border closures, restrictions on the movement of goods, sanctions lists, export or import restrictions), which temporarily prevent CG from supplying a product/service on the agreed date or by the agreed deadline, through no fault of its own or attributable to it, the agreed dates and deadlines shall be extended by the period of the disruption to performance caused by these circumstances plus a reasonable restart time. If such a disruption leads to a delay in performance of more than four months, both contracting parties are entitled to withdraw from the contract, but the Customer only after setting a reasonable grace period. Statutory cancellation rights remain unaffected.

5.5 CG shall not be in default vis-à-vis the Customer in the event of non-delivery or untimely delivery by its (upstream) suppliers, unless CG is responsible for the non-delivery or untimely delivery. If it is certain that CG will not be supplied with the ordered goods (in particular also with raw and auxiliary materials as well as operating resources) for reasons for which CG is not responsible, CG shall be entitled to withdraw from the contract with the Customer.

- 5.6 In the event of a delay in delivery, CG shall be liable for claims for damages in accordance with the provisions in Section **Fehler! Verweisquelle konnte nicht gefunden werden..** However, in the event of slight negligence, the damage caused by delay to be compensated by CG shall be limited to 0.5% of the value of the late delivery or partial delivery for each completed week, up to a maximum of 5% of the value of the late (partial) delivery.
- 5.7 CG shall be entitled to make production-related under-deliveries to an extent that is reasonable for the Customer.
- 5.8 The Customer is aware that for operational reasons it is necessary to stockpile the raw materials, auxiliary materials, operating supplies and packaging required for the manufacture of the products in order to ensure CG's ability to deliver. CG may oblige the Customer to submit forecasts. The parties shall conclude a separate agreement on the details.

6. Default of acceptance

The Customer shall ensure proper acceptance of the products. If the Customer is in default of acceptance or culpably breaches other obligations to co-operate, CG shall be entitled, without prejudice to its other rights, to store the products (in particular Sisisi® menus and Qeamer®) appropriately at the Customer's risk and expense. In the case of storage by CG, the storage costs shall amount to 0.25% of the net purchase price of the goods to be stored per completed week. The parties are entitled to assert and prove further or lower storage costs.

7. Terms of payment, late payment, offsetting/retention, deterioration of assets, electronic invoicing, SEPA mandate

- 7.1 Unless otherwise stated or agreed, CG's invoices are due for payment within thirty (30) days of invoicing and delivery without any deductions.
- 7.2 In the event of default of payment, CG shall be entitled to charge interest at a rate of 9 percentage points above the respective base interest rate as well as the statutory lump sum for default in the amount of EUR 40.00. CG reserves the right to assert claims for higher damages caused by delay.
- 7.3 The Customer shall only be entitled to set-off rights if its counter-claims have been legally established, are ready for a ruling or are undisputed. The Customer is only authorised to exercise a right of retention if its counter-claim is legally established, ready for a ruling or undisputed and is based on the same contractual relationship.

- 7.4 If it becomes apparent after conclusion of the contract that CG's claim to consideration is jeopardised by the Customer's inability to pay, CG may refuse to perform its obligations until the Customer has paid the consideration or provided security. CG may set a reasonable period of time within which the Customer shall, at its discretion, either provide consideration in exchange for the performance or furnish security. After expiry of the deadline, CG shall be entitled to withdraw from the contract and/or to demand compensation for damages or expenses if the statutory requirements are met.
- 7.5 The Customer agrees that invoices may be sent to it electronically (Section 14 1 sentence 7, 8 of the German Value Added Tax Act, UstG).
- 7.6 If a direct debit has been agreed, the Customer shall issue CG with a SEPA direct debit mandate for participation in the SEPA direct debit scheme upon request.

8. Retention of title

- 8.1 Until full payment of all claims arising from the contract and other claims which CG subsequently acquires against the Customer in direct connection with the delivered goods – for whatever legal reason – the delivered goods shall remain the property of CG (hereinafter "**reserved goods**"). Furthermore, the reserved goods shall remain the property of CG as reserved goods until the fulfilment of all other claims which CG acquires against the Customer – irrespective of the legal grounds – now or in the future (including all balance claims from current accounts). In the case of a current account, the reserved goods shall serve as security for CG's balance claims.
- 8.2 In the case of deliveries to countries in which the validity of the retention of title is subject to special conditions or formal requirements, the Customer shall immediately do everything at its own expense to provide CG with corresponding security interests. The Customer shall co-operate in all measures (e.g. registration, publication, etc.) which are necessary and conducive to the effectiveness and enforceability of such security interests.
- 8.3 The Customer is authorised to resell the products subject to retention of title in the ordinary course of business. The right to resell does not exist if the Customer is in default of payment or has suspended payments not merely on a temporary basis. As long as CG is the owner of the reserved goods, CG shall be entitled to revoke the authorisation to resell the goods if there is an objectively justified reason for doing so. The buyer hereby assigns to CG all claims to which it is entitled from the resale of the goods, including all ancillary rights; CG hereby accepts this assignment.

8.4 The Customer shall insure the reserved goods adequately against theft, burglary, water and fire damage and keep them under insurance cover. The Customer hereby assigns to CG the claims to which it is entitled against its insurer in the event of a claim, insofar as they relate to the property or co-property of CG; CG hereby accepts this assignment.

8.5 At the Customer's request, CG shall be obliged, at its discretion, to waive the retention of title or to release securities if the Customer has fulfilled all claims in connection with the reserved goods or if the realisable value of the total securities granted to CG from retention of title and advance assignment exceeds the total amount of the claims against the Customer by more than 10%.

9. Duty to inspect, notice of defects, liability for defects, short delivery, product recall

9.1 The Customer shall inspect delivered products immediately after delivery. Obvious defects (including labelling defects) shall be reported to CG in writing immediately, but at the latest within five (5) working days of delivery (in the case of Sisisi® menus at the latest within two (2) working days). Hidden defects shall also be reported to CG in writing without delay, but at the latest within five (5) working days of discovery of the defect (in the case of Sisisi® menus at the latest within two (2) working days). If this notification is omitted, the delivery shall be deemed to be faultless and approved.

9.2 Notices of defects shall include the date, type of delivery, content and invoice number. In addition, pictures of the defective products or their packaging shall be enclosed.

9.3 At CG's request, the defective product shall be sent to a location designated by CG in accordance with CG's instructions, together with a copy of the invoice and a detailed description of the defect. The transport costs incurred shall be borne by CG.

9.4 If the Customer reports a defect in due time in accordance with Section **Fehler! Verweisquelle konnte nicht gefunden werden.**, the Customer shall be entitled, at CG's discretion, to rectification of the defect free of charge (rectification) or delivery of a defect-free item (subsequent delivery).

9.5 CG shall in any case be entitled to make the subsequent fulfilment owed (rectification or subsequent delivery) dependent on the Customer paying the purchase price due.

9.6 Production-related short deliveries of up to 10% of the ordered quantity shall not be deemed a defect and cannot be objected to.

- 9.7 With the exception of claims for damages due to defects, claims for defects shall become time-barred twelve (12) months after delivery of the goods to the Customer or, if acceptance has been agreed or is provided for by law, after acceptance.
- 9.8 The Customer shall only be entitled to claims for damages due to defects insofar as CG's liability is not excluded or limited in accordance with Section **Fehler! Verweisquelle konnte nicht gefunden werden.** of these GTC. Further claims or claims other than those regulated in this Section 9 due to a defect are excluded.
- 9.9 The Customer shall only be entitled to claims for damages due to defects insofar as CG's liability is not excluded or limited in accordance with Section **Fehler! Verweisquelle konnte nicht gefunden werden.** of these GTC. Further claims or claims other than those regulated in this Section 9 due to a defect are excluded.
- 9.10 If the Customer unjustifiably complains about a defect or makes false or misleading statements about the product, its behaviour in use or incidents with the product (hereinafter "**statements**") and CG therefore takes measures to avert alleged product hazards or to fulfil regulatory obligations that CG at its own discretion deems necessary or would exist if the Customer's statements were correct (e.g. notification of the authorities, warnings, recalls), the Customer shall compensate CG for any damage incurred by CG as a result of the measures taken (e.g. recall costs, loss of profit, costs for legal advice). This does not apply if the Customer has not recognised or should not have recognised that its statements are incorrect.

10. Liability

- 10.1 CG shall have unlimited liability for damages in cases of intent and gross negligence. In the event of a slightly negligent breach of a primary performance obligation or a secondary obligation, the breach of which jeopardises the achievement of the purpose of the contract or the fulfilment of which is essential for the proper performance of the contract and on the fulfilment of which the Customer could rely (hereinafter "**material secondary obligation**"), CG's liability shall be limited to damages foreseeable at the time of conclusion of the contract and typical for the contract.
- 10.2 In any case, CG's liability in the event of a slightly negligent breach of a primary performance obligation or a material secondary obligation shall be limited to twice the order value.
- 10.3 CG shall not be liable for slightly negligent breaches of secondary contractual obligations that are not material secondary obligations.

- 10.4 CG shall also not be liable for any damage caused by the Customer using the products supplied by CG improperly, in particular (but not exclusively) putting the Qeamer® into operation incorrectly, not maintaining it properly and/or not having it repaired properly, using the Qeamer® to heat food that has not been explicitly approved by CG for this purpose, or making changes to the Sisisi® menus intended for use with the Qeamer®, such as freezing the Sisisi® menus or sticking another label over the best-before date applied to them.
- 10.5 The above exclusions and limitations of liability shall not apply in the event of fraudulent concealment of defects or the assumption of a guarantee of quality or durability, for liability for claims by the Customer under the Product Liability Act or for bodily injury, damage to health or loss of life of the Customer. This does not imply a change in the burden of proof to the detriment of the Customer.
- 10.6 Insofar as CG's liability is excluded or limited, this shall also apply to the personal liability of CG's legal representatives, employees, workers, staff and vicarious agents.
- 10.7 With the exception of claims in tort, claims for damages by the Customer for which CG's liability is limited under this Section **Fehler! Verweisquelle konnte nicht gefunden werden.** shall become time-barred twelve (12) months after the statutory commencement of the limitation period.

11. Property rights, brand utilisation

- 11.1 CG shall be entitled to all property rights in and in connection with CG's products, including copyrights, trademark rights (in particular Qeamer® and Sisisi®), design rights, company rights or other protected trademarks and know-how, if any.
- 11.2 The Customer undertakes neither to challenge CG's property rights itself nor to have them challenged by third parties or to support third parties in challenging them in any way.
- 11.3 The Customer may not register or have registered, nor use or have used, any trademarks, designs, trade names or other distinguishing marks which are identical or similar to those of CG. If the Customer breaches this obligation, it shall be obliged to transfer the property right registered in its favour to CG free of charge upon first request. The Customer is also not authorised to use the above-mentioned trademarks as a constituent of its company, trade name or business name or a domain name and/or to have them entered and/or protected in the commercial register, another register or with another registration or certification body. In particular, the Customer is prohibited from using industrial property rights within the meaning of this Section 11 or the associated symbols, advertising slogans or other labelling as well as the use of trade or business secrets and know-how for products not supplied by CG or for other distribution systems.

- 11.4 The Customer may not change or add anything to CG's trademarks, designs, trade names or other distinguishing marks or misuse them in any other way.
- 11.5 The Customer undertakes to sell CG products exclusively under the Sisisi® brand in accordance with the "Sisisi® Brand Guidelines" as well as under any other brands defined in the "Sisisi® Brand Guidelines". The "Sisisi® Brand Guidelines" are binding and can be requested at marketing@carogusto.com. If the "Sisisi® Brand Guidelines" are amended, CG shall grant the Customer a reasonable period of time to replace existing advertising material.
- 11.6 Any advertising material provided by CG may only be published or used by the Customer in the form provided and only at the time or for the period specified by CG. Advertising material and material developed by the Customer itself or by third parties for the Customer to present the Sisisi® brand and "Sisisi® products" may only be used by the Customer with the prior written consent of CG.
- 11.7 If the Customer breaches any of the aforementioned provisions in Sections 11.2 to 11.6, including the "Sisisi® Brand Guidelines", this violation shall be remedied in full within five (5) working days after GC has issued a warning to the Customer. If the breach is not fully remedied in due time, CG shall be entitled to demand a contractual penalty of EUR 10,000.00 from the Customer for each case of culpable infringement. The contractual penalty shall be offset against any claims for damages due to the underlying breach. This shall not affect the Customer's obligation to remedy the breach immediately. This also does not affect the Customer's obligation to comply with the provisions in Sections 11.2 to 11.6, including the "Sisisi® Brand Guidelines" in the future.
- 11.8 The Customer undertakes to impose all of these obligations under Section 11, including the "Sisisi® Brand Guidelines", on its customers.

12. Processing of Customer data, data protection

CG collects, processes and uses personal data of the Customer, in particular contact data for processing the order, such as the e-mail address, if this is provided. In order to verify creditworthiness, CG can use information (e.g. a score value) from external service providers to help it make a decision. The information also includes information about the Customer's address. This is done for the purpose of contract fulfilment (Art. 6 (1b) GDPR). In addition, the privacy policy available at [Dataprivacy \(sisisi.com\)](https://www.sisisi.com) applies.

13. Export of products, sanctions

The goods delivered by CG may contain components and/or software that are subject to the applicable export control regulations of the European Communities, the Federal Republic of Germany, Japan, the USA or other countries. The Customer undertakes to observe these provisions and to obtain any necessary authorisations itself. In addition, the Customer undertakes to comply with the export control regulations of the above-mentioned countries and not to deliver to the critical countries, critical recipients and critical end-uses mentioned therein. CG shall not be obliged to fulfil the contract vis-à-vis the Customer if this would lead to breaches of export control regulations.

14. Place of jurisdiction, choice of law

- 14.1 Place of jurisdiction for all disputes arising from the contractual relationship is the District Court of Munich I, provided that the Customer is a merchant, a legal entity under public law or a special fund under public law or if it has no general place of jurisdiction in Germany. CG shall be entitled to sue the Customer at any other statutory place of jurisdiction. Statutory regulations on exclusive competences remain unaffected.
- 14.2 The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).