

Jacques'

I. Purchasing conditions

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Terms and Conditions of Purchase

General Terms and Conditions of Purchase of Jacques' Wein-Depot
Weineinzelhandel GmbH (hereinafter referred to as 'Jacques' Wein Depot' or
'Purchaser')

Preamble

These General Terms and Conditions of Purchase (GTCP) apply to the above-mentioned company.

The Supplier undertakes to comply with all applicable legal provisions of the Federal Republic of Germany and the European Union in their current version. This includes, in particular, but is not limited to, food law, wine law, environmental law (e.g. Packaging Act, Deforestation Ordinance), labour and social law, and labelling requirements. The supplier further undertakes to ensure independently that future changes in the legal situation are incorporated appropriately and in good time into its deliveries to Jacques' Wein-Depot.

§ 1 Scope, Form

- (1) These General Terms and Conditions of Purchase (GTCP) apply to all business relationships with our business partners and suppliers ('Supplier'). The GTCP only apply if the Supplier is an entrepreneur (Section 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law. When submitting offers or accepting orders, the Supplier must declare its agreement with our GTCP. If no such express declaration is made, the execution of the order/contract shall in any case be deemed acceptance of our General Terms and Conditions of Purchase.
- (2) The GTC apply to contracts for the sale and/or delivery of movable goods ('goods'), regardless of whether the supplier manufactures the goods itself or purchases them from suppliers (Sections 433, 650 BGB). Unless otherwise agreed, the GTC shall apply in the version valid at the time of the buyer's order or, in any case, in the version last communicated to the buyer in text form as a framework agreement for similar future contracts, without us having to refer to them again in each individual case. The GTC can be viewed at any time on our website via the following link: <https://www.jacques.de/lieferanten-informationen>.
- (3) These General Terms and Conditions apply exclusively. Any terms and conditions that deviate from, contradict or supplement these General Terms and Conditions are excluded and shall only apply if and to the extent that we have expressly agreed to their validity in writing in individual cases. In this case, as well as in the case of separate agreements on special terms and conditions for certain orders, these General Terms and Conditions shall apply subordinately and supplementarily. References to a letter, email or other statements from Jacques' Wein-Depot that contain deviating, conflicting or supplementary terms and conditions or refer to such terms and conditions do not constitute consent

on the part of the seller, and in such cases these GTC shall remain exclusively applicable.

- (4) Our General Terms and Conditions of Purchase shall also apply if the supplier executes the order without reservation in the knowledge that the supplier's terms and conditions conflict with or deviate from our General Terms and Conditions of Purchase. Acceptance of a delivery or service from the supplier by Jacques' Wein-Depot does not constitute acceptance of the supplier's general terms and conditions. Silence in response to an order confirmation from the supplier containing contradictory statements by the supplier does not constitute such consent either.
- (5) Individual agreements made with the supplier in individual cases (including collateral agreements, supplements and amendments) shall in all cases take precedence over these GTC. Subject to proof to the contrary, a written contract or our written confirmation shall be decisive for the content of such agreements.
- (6) Legally relevant declarations and notifications by the Supplier in relation to the Contract (e.g. setting of deadlines, reminders, withdrawal) must be made in writing, i.e. in written or text form (e.g. letter, email, fax). Statutory formal requirements and further evidence, in particular in cases of doubt regarding the legitimacy of the declarant, remain unaffected.
- (7) References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTC.

§ 2 Contract conclusion

- (1) Our written order shall determine the scope of the supplier's performance obligations. It shall contain a complete description of the goods to be delivered as well as the quantity, price and binding delivery date. Our order shall be deemed binding at the earliest upon written submission or confirmation. The supplier must notify us of any obvious errors (e.g. typing or calculation errors) and omissions in the order, including the order documents, for the purpose of correction or completion prior to acceptance; otherwise, the contract shall be deemed not to have been concluded.
- (2) The supplier is required to confirm our order in writing within a period of 3 working days or, in particular, to execute it without reservation by dispatching the goods (acceptance).
If the supplier does not accept the order within 3 working days of receipt by email, we are entitled to revoke it. A delayed acceptance is considered a new offer and requires acceptance by us.
- (3) If the supplier prepares an offer based on a request from Jacques' Wein-Depot, it must adhere strictly to the request from Jacques' Wein-Depot and expressly point out any deviations.
- (4) The supplier shall provide Jacques' Wein-Depot, without being asked, with all information we require in order to properly fulfil our obligations in connection with the delivered goods, in particular those obligations arising from the placing of the goods on the market.

§ 3 Delivery time and delivery delay

- (1) The delivery time specified by us in the order is binding. The supplier shall be in default of delivery upon expiry of a fixed delivery date without the need for a reminder. Compliance with the delivery date and/or delivery period is based on the agreed Incoterms (International Commercial Terms) within the order. The supplier is obliged to inform us immediately in writing, stating the reasons and the expected delay, if it is likely that it will not be able to meet the agreed delivery times for whatever reason.
- (2) The supplier is only entitled to make partial deliveries and/or provide partial services with our express written consent. The place of performance for all deliveries is the location agreed upon or specified in the order for the delivery of goods. This also includes agreed onward transport from one of the warehouses to one of our 'depots' or to the end customer. If the supplier fails to perform its services or fails to do so within the agreed delivery period, or if it is in default, our rights – in particular to withdraw from the contract and claim damages – shall be determined in accordance with the statutory provisions. The provisions in paragraph 3 remain unaffected.
- (3) If the supplier is in default, we may – in addition to further legal claims – demand lump-sum compensation for our damage caused by the delay in the amount of 1% of the net order value per completed calendar week of exceeding the delivery date, but in total not more than 15% of the net order value of the goods delivered late. We reserve the right to prove that higher damages have been incurred. The supplier reserves the right to prove that no damage or only significantly less damage has been incurred. We expressly reserve the right to assert further claims, in particular claims for damages. However, the lump-sum compensation shall be offset against any claims for damages.
- (4) In the event of force majeure, such as war, transport or operational disruptions, industrial action, unforeseeable currency restrictions or other obstacles beyond the control of the respective company, we shall be entitled to demand performance later without the supplier being entitled to any claims arising therefrom.

§ 4 Shipping - Packaging

- (1) The supplier is obliged to indicate the respective goods and the supplier number as well as our order number on all shipping documents and delivery notes. If the supplier fails to do so, we are not responsible for any delays resulting from this. Each shipment must also be accompanied by the documents listed in Appendix 1 in such a way that they are immediately accessible for goods receipt. Delivery must be made on pallets that are in perfect condition and comply with Appendix 1.
- (2) Damage caused by improper packaging or incomplete/incorrect documentation shall be borne by the supplier.
- (3) If the packaging does not comply with the specifications of these Terms and Conditions of Purchase and/or other contractual agreements and repackaging or new packaging is required as a result, the supplier shall reimburse us for all costs incurred. If the supplier delivers pallets without SSCC labels or with incorrect or faulty SSCC labels in accordance with our logistics and quality manual, we

may claim any costs and additional expenses incurred as a result from the supplier.

- (4) If products, pallets or packaging do not meet our requirements and cause a delay as a result (repackaging, new delivery of goods, etc.), the provisions of § 4 point 3 shall apply to delivery delays.

§ 5 Labelling requirement

If the supplier is the manufacturer of the product or if they import the product into the European Economic Area from a third country, they are obliged to affix their name and address to the product or its packaging.

§ 6 Performance, delivery, transfer of risk, default of acceptance

- (1) Without our prior written consent, the supplier is not entitled to have the service owed by him performed by third parties (e.g. subcontractors). The supplier bears the procurement risk for his services, unless otherwise agreed in individual cases (e.g. restriction to stock).
- (2) Unless otherwise agreed, delivery within Germany shall be 'free domicile'. If the place of destination is not specified and nothing else has been agreed, delivery shall be made to the location specified in Appendix 1, point 4. The respective place of destination shall also be the place of performance for the delivery and any subsequent performance (obligation to deliver).
- (3) The delivery must be accompanied by a delivery note stating the date (issue and dispatch), contents of the delivery (item number and quantity) and our order reference (date and number). If the delivery note is missing or incomplete, we shall not be responsible for any resulting delays in processing and payment. A corresponding shipping notice with the same content must be sent to us separately from the delivery note.
- (4) The risk of accidental loss and accidental deterioration of the goods shall be governed by the agreed Incoterms. If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall apply accordingly in the event of acceptance. The handover or acceptance shall be deemed to have taken place if we are in default of acceptance.
- (5) The statutory provisions shall apply to the occurrence of our default in acceptance. However, the supplier must expressly offer us its services even if a specific or determinable calendar period has been agreed for an action or cooperation on our part (e.g. provision of material). If we are in default of acceptance, the supplier may demand compensation for its additional expenses in accordance with the statutory provisions (Section 304 of the German Civil Code (BGB)). If the contract relates to a non-fungible item to be manufactured by the supplier (custom-made product), the supplier shall only be entitled to further rights if we have undertaken to cooperate and are responsible for the failure to cooperate.
- (6) The supplier guarantees the continuous and complete traceability of the goods it supplies in accordance with the applicable legal provisions (in particular Regulation (EC) No. 178/2002 and future regulations). In addition to the goods

themselves, traceability also applies to their ingredients (ingredients/raw materials, additives/auxiliary materials), the time of manufacture/production, the packaging materials and the course of the manufacturing process. The supplier undertakes to provide us with the requested information regarding the goods upon request in the event of a need (official complaint, customer complaint, etc.).

§ 7 Compliance with sustainability requirements

The supplier undertakes to comply with all applicable legal requirements of the EU and Germany, in particular Regulation (EU) 2023/1115 on deforestation-free supply chains (EUDR) and the Supply Chain Due Diligence Act (LkSG). It shall ensure that the goods concerned originate exclusively from legally used, non-deforested or degraded areas and that human rights and environmental standards are upheld throughout the supply chain. Upon request, complete evidence – including traceability data, EUDR reference numbers and relevant documents – must be provided. In the event of violations, Jacques' Wein-Depot is entitled to terminate the contract without notice; the supplier is liable for all resulting damages and indemnifies Jacques' Wein-Depot against third-party claims and official measures.

§ 8 Prices and payment terms

- (1) The price stated in the order is binding. All prices include statutory value added tax, unless this is shown separately.
- (2) Unless otherwise agreed in individual cases, the price shall include all services and ancillary services provided by the supplier (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance).
- (3) The payment terms shall be agreed with the purchasing department before the order is placed. The payment period shall commence upon receipt of the goods free of defects and a proper invoice. Exceptions to this require a written agreement. Payments shall be made by bank transfer, taking into account the agreed payment terms. We are not responsible for delays caused by the banks involved in the payment process.
- (4) Payments do not constitute acceptance of the delivery or service as being in accordance with the contract. If the supplier fails to fulfil its contractual obligations in accordance with the contract, Jacques' Wein-Depot shall be entitled to retain a reasonable amount of any payments due or to declare a set-off. This right of retention or set-off shall also apply to payments that are not based on the same legal relationship.
- (5) We do not owe any interest on arrears. The statutory provisions apply to late payments.
- (6) We are entitled to set-off and retention rights as well as the defence of non-performance of the contract to the extent permitted by law. In particular, we are entitled to withhold due payments as long as we still have claims against the supplier for incomplete or defective services.
- (7) The supplier shall only have a right of set-off or retention on the basis of legally established or undisputed counterclaims.

- (8) The supplier is not entitled to assign its claims against Jacques' Wein-Depot without the prior written consent of Jacques' Wein-Depot, which may not be unreasonably withheld.
- (9) Ownership of the delivered goods shall pass to Jacques' Wein-Depot at the latest upon full payment of the amount owed, if applicable after reduction in accordance with paragraph (4). Any extended or expanded retention of title is excluded or invalid.

§ 9 Confidentiality and retention of title

- (1) We reserve ownership rights and copyrights to illustrations, plans, drawings, calculations, implementation instructions, product descriptions and other documents. If such documents have been exchanged, they may only be used for the contractual service and must be returned to us after completion of the contract. The supplier is obliged to maintain confidentiality regarding all documents and information received from us. They may only be disclosed to third parties with our express consent. The obligation to maintain confidentiality also extends to personal data. The obligation to maintain confidentiality shall also apply after the execution or failure of this contract; it shall expire if and to the extent that the information contained in the documents provided has become generally known. Third parties used by the supplier to fulfil the obligations arising from this contract shall be bound by the same obligations. In the event of a breach of these obligations, we may demand immediate surrender and claim damages.
- (2) The transfer of ownership of the goods to us must take place unconditionally and regardless of payment of the price. However, if, in individual cases, we accept an offer of transfer of ownership from the supplier conditional upon payment of the purchase price, the supplier's retention of title shall expire at the latest upon payment of the purchase price for the delivered goods. In the ordinary course of business, we remain authorised to resell the goods even before payment of the purchase price, with advance assignment of the resulting claim (alternatively, the simple retention of title extended to resale shall apply). This excludes all other forms of retention of title, in particular extended retention of title, transferred retention of title and retention of title extended to further processing.

§ 10 Incomplete delivery

- (1) Unless otherwise specified below, our rights in the event of material defects and defects of title in the goods (including incorrect and short deliveries as well as improper assembly, defective assembly, operating or operating instructions) and in the event of other breaches of duty by the supplier shall be governed by the statutory provisions and any guarantees.
- (2) In the case of the purchase of goods based on samples accepted by Jacques' Wein-Depot in terms of quality, the supplier guarantees that the goods have all the characteristics of the sample. The supplier warrants that the goods delivered are true to the sample and/or comply with the contractual agreements. If no specific quality criteria have been agreed, the goods must at least be of standard commercial quality. The quality and quantity specifications contained in the order, as well as other specifications, must be strictly adhered to. In the event of

deviations, the supplier must notify Jacques' Wein-Depot in writing in good time before delivery. Deliveries that deviate from the respective samples will only be accepted by Jacques' Wein-Depot with prior express written consent. Otherwise, the statutory rights in connection with these terms and conditions of purchase apply.

- (3) The supplier is obliged to deliver goods that are in visually perfect condition. In particular, the labels must be neatly affixed and printed in accordance with the relevant EU directive. Furthermore, the products and packaging must be in a clean condition.
- (4) The supplier further warrants that the delivered goods are free of defects in every respect, in particular with regard to composition, design and labelling, and are unrestrictedly marketable in Germany and/or in the country of destination specified in the order, and that their distribution does not violate any applicable legal regulations or infringe any third-party rights, in particular property rights or distribution agreements. The delivered goods must comply with the applicable domestic and foreign legal provisions, the regulations and guidelines of authorities, professional associations and trade associations, the latest state of the art, and the properties and quality requirements specified in the order. The supplier is obliged to inform us in writing of any restrictions on use and declaration obligations for the delivered goods.
- (5) In accordance with the statutory provisions, the supplier shall be liable in particular for ensuring that the goods have the agreed quality at the time of transfer of risk to us. In any case, the product descriptions that are the subject of the respective contract – in particular through designation or reference in our order – or that have been incorporated into the contract in the same way as these GTC shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from us, the supplier or the manufacturer.
- (6) We are not obliged to inspect the goods or make special enquiries about any defects upon conclusion of the contract. In partial deviation from Section 442 (1) sentence 2 of the German Civil Code (BGB), we shall be entitled to claims for defects without restriction even if the defect remained unknown to us at the time of conclusion of the contract as a result of gross negligence. The supplier undertakes to comply with the Code of Conduct (Supplier Code) attached as an appendix and available on the website <https://www.jacques.de/lieferanten-informationen>
- (7) The statutory provisions (§§ 377, 381 HGB) apply to the commercial obligation to inspect and give notice of defects, with the following proviso: Our obligation to inspect is limited to defects, quality issues and quality deviations that become apparent during our incoming goods inspection based on external assessment, including the delivery documents (e.g. transport damage, incorrect or short deliveries) or that are recognisable during our quality control using random sampling. If acceptance has been agreed, there is no obligation to inspect. In all other respects, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later remains unaffected. Notwithstanding our obligation to inspect, our complaint (notification of defects) shall in any case be deemed to have been made

immediately and in good time if it is sent within 10 working days of discovery or, in the case of obvious defects, of delivery or receipt of goods. In this respect, the supplier waives the objection of late notification of defects.

- (8) The supplier agrees that the goods will be inspected using the internationally recognised Acceptable Quality Limit (AQL) quality control procedure. If the results of the random checks reveal a defect in the quality or quantity of the goods, we shall be entitled to assert our warranty rights with regard to the entire delivery. A written notification of the defect is sufficient, and, at the supplier's request, a defective sample may be sent. If, in our opinion, shipment is not possible for hygiene or safety reasons, a written notification alone is sufficient, possibly accompanied by photographs.
- (9) The supplier is obliged to remedy any reported defects immediately and free of charge, including all ancillary costs. Jacques' Wein-Depot has the right to choose between rectifying the defective delivery or providing a replacement delivery. When carrying out the subsequent performance, the supplier must comply with the operational requirements of Jacques' Wein-Depot. The rectification shall be deemed to have failed after the first unsuccessful attempt at rectification. The supplier shall bear the risk during the period in which the delivery item is not in the custody of Jacques' Wein-Depot. The supplier shall again be liable for the defect-free condition of the rectified goods or the replacement delivery in accordance with the statutory provisions in conjunction with these terms and conditions of purchase.
- (10) Subsequent performance also includes the removal of the defective goods and their reinstallation, provided that the goods have been installed in or attached to another item in accordance with their nature and intended use. Our legal claim to reimbursement of corresponding expenses remains unaffected. The supplier shall also bear any costs incurred or increased as a result of the item being taken to a location other than the agreed place of delivery. The supplier shall also bear the expenses necessary for the purpose of inspection and subsequent performance if it turns out that there was in fact no defect. Our liability for damages in the event of an unjustified request to remedy a defect remains unaffected; however, in this respect we shall only be liable if we recognised or failed to recognise through gross negligence that no defect existed.
- (11) Notwithstanding our statutory rights and the provisions in the aforementioned paragraphs, the following shall apply: If the supplier does not fulfill its obligation to provide subsequent performance - at our discretion by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery) - within a reasonable period set by us, we may remedy the defect ourselves and demand reimbursement of the expenses required for this or a corresponding advance payment from the supplier. Jacques' Wein-Depot shall also be entitled to withdraw from the contract and claim damages instead of (full) performance in the event of only insignificant deviation from the agreed quality or only insignificant impairment of usability. Further rights arising from other statutory provisions and from any guarantees are expressly reserved. If subsequent performance by the supplier has failed or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline need be set; we shall inform the supplier of such circumstances immediately, if possible in advance.

- (12) Furthermore, in the event of a material or legal defect, we are entitled to a reduction in the purchase price or to withdraw from the contract in accordance with statutory provisions. Additionally, we are entitled to claim damages and reimbursement of expenses in accordance with statutory provisions.
- (13) The limitation period for warranty claims is 36 (in words: thirty-six) months. It begins upon the transfer of risk. The running of the limitation period is suspended for the period between the dispatch of the notice of defect and the fulfillment of the warranty claim. In the event of rectification by the supplier, the limitation period for the rectified defect shall start anew. Claims that already exist at the beginning of the warranty period or that arise during the warranty period expire in accordance with the statutory limitation periods. The limitation period begins when the claim arises.

§ 11 Liability

- (1) The supplier is liable for all types of breaches of contract in accordance with statutory provisions, unless otherwise expressly regulated in these Purchasing Conditions.
- (2) Any labeling inspection we may carry out is based solely on our current knowledge. In view of the complexity and frequent changes in particular to wine law, the Food Information Regulation (LMIV), Regulation (EC) No. 110/2008 on spirits, and other relevant legal regulations, such inspections do not claim to be exhaustive and do not release the supplier from their own responsibility to carry out appropriate checks. We shall not be held liable in this regard.

§ 12 Supplier recourse

- (1) Our statutory recourse claims within a supply chain (supplier recourse pursuant to §§ 445a, 445b, 478 ff. BGB) are available to us in addition to defect claims without restriction. We are in particular entitled to demand from the supplier exactly the type of subsequent performance (remedy or replacement delivery) that we owe our customer in individual cases. Our statutory right of choice (§ 439 para. 1 BGB) remains unaffected.
- (2) Before we acknowledge or fulfill a defect claim asserted by our customer (including reimbursement of expenses pursuant to §§ 445a para. 1, 439 paras. 2 and 3 BGB), we will inform the supplier and request a written statement with a brief description of the facts. If no substantiated statement is made within a reasonable period and no amicable solution is reached, the defect claim we granted shall be deemed owed to our customer. The burden of proof lies with the supplier.
- (3) Our claims arising from supplier recourse also apply if the defective goods were further processed by us or another entrepreneur, e.g., by being incorporated into another product.

The supplier shall indemnify us on first demand from all third-party claims asserted against us due to a breach of duty by the supplier, especially due to material or legal defects, to the extent the supplier is obligated to compensate us internally. The supplier shall reimburse us for all necessary expenses incurred in connection with such third-party claims.

§ 13 Intellectual property rights

- (1) The supplier is obligated to ensure that all deliveries are free of third-party intellectual property rights and, in particular, that delivery and use of the delivery items do not infringe patents, licenses, or other intellectual property rights of third parties within Germany. If the supplier is aware that its products are also distributed by Jacques' Wein-Depot in specific other countries, the above applies to those countries as well. The supplier shall indemnify Jacques' Wein-Depot and its customers on first demand from any claims by third parties arising from such infringements and shall bear all related costs incurred by Jacques' Wein-Depot, provided the supplier is at fault.
- (2) Jacques' Wein-Depot is entitled, observing the duty of care of a prudent merchant, to obtain the necessary permission to use the relevant delivery items and services from the rightful owner at the supplier's expense.

§ 14 Producer liability

- (1) If the supplier is responsible for a product defect, it must indemnify us from third-party claims to the extent that the cause lies within its control and organizational area and it is liable externally.
- (2) As part of its indemnification obligation, the supplier must reimburse us on first demand for expenses pursuant to §§ 683, 670 BGB arising from or related to third-party claims, including but not limited to public or official warnings and product recalls carried out by us. We will inform the supplier—where possible and reasonable—about the content and scope of recall measures and give them the opportunity to comment. Further statutory claims remain unaffected. Jacques' Wein-Depot will inform the supplier immediately before taking such measures. If Jacques' Wein-Depot is partially at fault or responsible for the cause, the supplier may assert this against Jacques' Wein-Depot. If liability is based on foreign product liability laws, the supplier is only liable if it knew or negligently failed to know that the goods would be brought into the respective country.
- (3) The supplier must maintain product liability insurance with a combined coverage amount of at least EUR 7 million per personal injury/property damage during the contractual relationship with Jacques' Wein-Depot.

§ 15 Limitation period

- (1) The mutual claims of the contracting parties are subject to statutory limitation periods, unless otherwise provided below.
- (2) Deviating from § 438 para. 1 no. 3 BGB, the general limitation period for defect claims is 3 years from the transfer of risk. If acceptance is agreed, the limitation period begins with acceptance. The 3-year limitation period also applies accordingly to legal defect claims, with the statutory limitation period for third-party proprietary claims (§ 438 para. 1 no. 1 BGB) remaining unaffected. Legal defect claims do not expire as long as the third party can still assert the right against us, particularly due to the absence of limitation.
- (3) The limitation periods under sales law, including the above extension, apply—within the legal scope—to all contractual defect claims. If we are also entitled to non-contractual damage claims due to a defect, the statutory limitation (§§ 195,

199 BGB) applies unless the sales law limitation periods lead to a longer period in individual cases.

§ 16 Special right of withdrawal

- (1) Jacques' Wein-Depot is entitled to withdraw from the contract if the supplier becomes insolvent, applies for the opening of insolvency proceedings or similar legal proceedings, or such proceedings are opened or rejected due to lack of assets. The reversal of the contract is governed by §§ 346 ff. BGB.
- (2) In the event of force majeure after conclusion of the contract, such as natural disasters, unrest, governmental measures, strikes, and lockouts—without the fault of Jacques' Wein-Depot—resulting in a reduction in our demand or that of our customers, or preventing us from accepting ordered goods, we are released from our obligation to accept the goods for the duration and extent of the force majeure or entitled to withdraw from the contract.
- (3) If there is a public warning, especially in the media, about actual or alleged health risks advising against the purchase or use of the goods or products with the same ingredients, we are entitled to cancel undelivered orders and return already delivered goods for a refund. The right of cancellation and return applies within one month from the first publication of the warning. The supplier is liable for any damage we suffer from the warning and/or cancellation, including all consequential costs, insofar as the supplier is responsible for the reason for the warning. Our additional claims for defective goods remain unaffected.

§ 17 Choice of law and jurisdiction

- (1) These General Terms and Conditions of Purchase and the contractual relationship between us and the supplier are governed by the laws of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.
- (2) If the supplier is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law, or a special fund under public law, the exclusive—and international—place of jurisdiction for all disputes arising from the contractual relationship is our place of business in Düsseldorf. The same applies if the supplier is an entrepreneur within the meaning of § 14 BGB. However, we are also entitled in all cases to bring an action at the place of performance of the delivery obligation under these Terms or a prevailing individual agreement, or at the general place of jurisdiction of the supplier. Statutory provisions, especially regarding exclusive jurisdictions, remain unaffected.