

General Terms and Conditions of Kretz food & feed AG (GTC / Kff)

1. General

1.1. These GTC apply to all sales of goods by Kff.

1.2. These GTC supplement the provisions of the individual sales agreements concluded between Kff as the seller and the buyer. In the event of contradictions, the provisions of the individual agreement shall take precedence over the provisions of these GTC. If neither the sales contracts nor the GTC contain regulations, in a first instance, Swiss statutory law provisions, in particular the Swiss Code of Obligations, shall supplementarily apply, and in a second instance commercial practice rules. The application of the buyer's GTC is excluded unless expressly accepted by the seller.

2. Subject of Sale, Scope of Services

2.1. The overall sales performance to be provided by Kff (goods, quantity, price, delivery date, place of delivery, transport, etc.) is defined by the individual agreement, documented in the delivery contract, the sales confirmation, the delivery note (CMR) or the invoice of Kff.

2.2. Kff reserves the right to deviate from the conditions specified in the individual agreement if mandatory standards (e.g. certification requirements) so require.

3. Prices, Terms of Payment

3.1. The prices set out in the individual agreement plus VAT are binding. Unless otherwise stated, all prices are in CHF and include packaging and freight costs.

3.2. Deliveries and services for which no prices have been agreed in writing in advance will be invoiced at the valid list or market price at the time of performance.

3.3. Payments must be made on time without any deductions. Unless otherwise agreed, all invoices are payable within 20 days. In case of late payment, default interest of 5% p.a. applies, plus compensation for seller's efforts associated with reminders and possible legal enforcement costs.

3.4. Offsetting and retention by the buyer are only permitted if counterclaims have been expressly acknowledged in writing by Kff or established by court decision.

3.5. If Kff is required to incur higher costs for the goods to be delivered without its fault than were known or should have been known at the time of contract conclusion, these additional costs shall be borne entirely by the buyer. This includes, for example, official measures such as changes in customs and freight tariffs, official levies and fees (compulsory storage contributions, price surcharges, etc.).

3.6. Kff is entitled to charge the buyer for unforeseen costs such as fuel surcharges, empty freight, low water, exchange rate fluctuations or similar.

4. Delivery Conditions

- 4.1. Delivery dates are agreed in writing in the sales confirmation or verbally. Order changes must also be recorded in writing and, unless otherwise agreed, lead to the cancellation of previously agreed delivery dates and deadlines.
- 4.2. In cases of short-term delivery disruptions beyond the seller's control, such as strikes, lockouts, operational disruptions, epidemics, shipping hindrances, etc., delivery periods are automatically extended by the duration of the disruption.
- 4.3. Partial deliveries are only permitted in case of special agreement, in cases of delivery disruptions, or at the buyer's express request. The buyer must call off domestic stock at least 5 days, foreign stock goods at least 20 days before the desired delivery date.
- 4.4. For goods stored in transit, the buyer decides on the timing of customs clearance and the quantity to be cleared. Customs duties apply as applicable on the day of customs clearance.
- 4.5. The place of performance for deliveries is the buyer's domicile (for road transport) or the station specified in the sales confirmation (for rail transport) or the agreed unloading station.
- 4.6. Unless otherwise agreed, it is the buyer's responsibility to provide the technical loading/unloading equipment, storage, and transport capacity required to take possession of the goods at the agreed place of delivery. In case of doubt, he must contact the seller.
- 4.7. Other delivery and storage provisions are specifically set out in the individual agreement. The commercial practice rules of the Swiss Grain Exchange Lucerne apply. Obvious defects (pests, sensory damage, etc.) must be reported within 7 days, hidden defects (analysis) within 20 days, otherwise the goods are deemed accepted and warranty rights are forfeited.

5. Quality and Quantity

- 5.1. Unless the parties agree on specific quality characteristics in writing, goods of customary commercial quality shall be delivered. The specifications of the Swiss Grain Exchange Lucerne, of Swissgranum, and as set forth in statutory regulations apply as standard.
- 5.2. In the case of sale by sample, the sample is decisive. Special quality characteristics require a written agreement documented in the sales contract, sales confirmation, or delivery note.
- 5.3. Kff undertakes to ensure that all raw materials supplied fully comply with Swiss feed and food law.
- 5.4. The agreed delivery weight is based on the calibrated scale at the loading site. Weight differences of +/- 3% are deemed acceptable scale differences.

5.5. The sales quantity stated in the sales confirmation, delivery note or invoice refers to the total delivery quantity of goods sold. Deviations in individual parts of the delivery (e.g. individual bags) do not constitute a defect, provided the total delivery quantity corresponds to the contract quantity. Unless otherwise stated, weights are gross (including packaging) for bagged goods and net for bulk goods.

5.6. Kff undertakes to fully comply with legal requirements and the label provider's specifications (latest version of label guidelines). Analyses prescribed by law or the label provider are commissioned by the seller, at seller's expense. Additional analyses are commissioned by the buyer at their own expense. Analyses commissioned by Kff at the buyer's request will be invoiced to buyer 1:1.

5.7. With regard to the quality and origin of the goods, the seller is entitled to rely on the information provided by its suppliers and, for certified goods (labels), on the information provided in the certification process. The buyer is entitled to inspect the relevant information. Further verification of supplier and label information is the buyer's responsibility.

6. Default of Acceptance

6.1. If the buyer does not take delivery of the goods on time at the agreed place of delivery, or refuses to accept goods although delivered in accordance with the contract, or does not call off partial deliveries on time, he automatically falls into default of acceptance. Kff is then entitled to set a written grace period of at least 3 days for collection. After expiry of this grace period, Kff may at its choice either withdraw from delivery or deliver subsequently by placing the goods in a storage silo at the buyer's expense. All costs arising from default of acceptance are borne by the buyer. Kff must immediately notify the buyer in writing of its choice after expiry of the grace period.

6.2. The grace period begins the day after delivery of the notice setting the grace period to the buyer.

7. Warranty

7.1. Defects of delivered goods must be reported to the seller immediately after receipt of the goods at the place of performance. Where the internal condition of the goods must be determined by special investigations (chemical or technical analyses, baking samples, etc.), the period for notification of defects extends by the time reasonably required for a prompt investigation in the normal course of business, but not beyond 20 business days.

7.2. Weight deviations of up to 0.5% of the contract quantity in bulk loading will not be compensated. In container/silo wagon transport, the buyer acknowledges the risks of weight loss inherent in this transport method. The weight determined by Kff shall be deemed correct if calibrated instruments are used.

7.3. If a reduction in the value of goods (due to quality issues) does not exceed 5% of the value of the goods, the buyer is only entitled to a respective price reduction. The seller

nevertheless has the right to take back the goods and immediately provide a replacement at the agreed prices and conditions. The resulting costs shall be borne by the seller.

7.4. If a reduction in the value of goods (due to quality issues) exceeds 5% of the value of the goods, the seller is entitled, within 3 business days of receipt of the notice, to declare whether he will immediately provide a replacement delivery. If he does not exercise this right within the mentioned period, the buyer may: a) accept the goods with the recognized reduction in value, or b) withdraw from the contract, whereby any damages are limited to the price difference and documented costs and expenses reasonably incurred.

7.5. Warranty claims against Kff are excluded if the buyer or third parties make changes to the delivered goods, unless the buyer can prove that the defect was not caused by such changes.

8. Liability

8.1. To the extent permitted by law, any liability of Kff is excluded.

9. Applicable Law, Place of Jurisdiction

9.1. These GTC and the related individual agreement are governed exclusively by Swiss law. The application of the Vienna Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

9.2. The exclusive place of jurisdiction for any disputes arising from or in connection with these GTC and the related contract is Bern, Switzerland.

Bern, October 2025
Kretz food & feed AG