Rausch Die Schokoladenfabrik GmbH

General Terms and Conditions of Purchase and Ordering

- only for commercial business transactions -

Date of issue: 07/25

Please note:

Correspondence must be carried out exclusively with the Purchasing department. If, in exceptional cases, correspondence with other departments becomes unavoidable, the Purchasing department must be informed accordingly.

1. General, scope of application

1.1. The following General Terms and Conditions of Purchase and Ordering apply exclusively to all contracts for services between Rausch Die Schokoladenfabrik GmbH (hereinafter referred to as 'Rausch') and a company pursuant to Section 14 of the German Civil Code (BGB), legal entities under public law or special funds under public law (hereinafter referred to as 'Contractor').

They shall also apply in their respective version to all future business relationships with the same Contractor without having to reference them separately each time.

They shall not apply if individual contracts or framework agreements exist, unless the validity of these General Terms and Conditions of Purchase and Ordering is expressly agreed therein.

1.2. Any terms and conditions of the Contractor that deviate from, supplement and/or conflict with these General Terms and Conditions of Purchase and Ordering are not valid unless Rausch has expressly agreed to their validity in writing. These General Terms and Conditions of Purchase and Ordering shall also apply if Rausch accepts or pays for the delivery or services of the Contractor without reservation knowing that the Contractor's terms and conditions conflict with or deviate from these General Terms and Conditions of Purchase and Ordering.

1.3. These General Terms and Conditions of Purchase and Ordering shall only apply unless otherwise agreed in writing with the Contractor. In the event of contradictions, the following order of contract components shall apply:

a) the order from Rausch;

b) any special supplementary contractual conditions and

c) these General Terms and Conditions of Purchase and Ordering.

1.4. The general statutory provisions shall apply unless the order, any special supplementary contractual terms and conditions or these General Terms and Conditions of Purchase and Ordering contain any deviating provisions.

1.5. Insofar as these General Terms and Conditions of Purchase and Ordering refer to foodstuffs, these are foodstuffs within the meaning of Article 2 of Regulation (EC) No. 178/2002.

2. Order and conclusion of contract

2.1. Unless expressly agreed otherwise, the Contractor shall be bound by the offer it submitted for a period of 30 days after the date of issue. The contract is concluded when Rausch places an order with the Contractor in response to the Contractor's offer.

If there is no offer from the Contractor, Rausch shall be bound to its orders for a period of ten (10) working days after the date of issue, unless otherwise stated on the order. In this case, the contract is concluded upon the Contractor accepting the order, either in text form (email) or in writing (personally by handwritten signature) within the aforementioned period.

2.2. Orders placed by Rausch shall only be binding if they are placed either in text form (email) or in writing (personally by handwritten signature) or if they are confirmed by the Contractor either in text form (email) or in writing (personally by handwritten signature) following an order placed verbally or by telephone. This also applies to subsequent additions or amendments.

2.3. Call-off orders within the framework of order and call-off planning shall become binding if the Contractor does not object in text form (email) within three (3) working days of receiving it.

2.4. If it becomes apparent during the performance of the contract that deviations from the originally agreed specification are necessary or expedient, the Contractor shall notify Rausch thereof without undue delay. In this respect, Rausch is authorised to demand changes to the order with regard to the scope of delivery and services and the delivery time within the bounds of reasonableness. Any additional costs incurred shall be borne in full by the Contractor unless the parties reach a mutual agreement.

2.5. If Rausch has informed the Contractor about the intended use of the ordered service/delivery or if the intended use is recognisable for the Contractor, the Contractor must notify Rausch immediately if the delivery, the ordered work or the ordered service is not suitable to fulfil this intended use.

If the Contractor only realises after conclusion of the contract that the delivery, the ordered work or the commissioned service is not suitable for the desired purpose, Rausch has the right to assert claims for damages if it incurs damage due to the non-fulfilment of the intended purpose which could have been avoided by timely information. Rausch also reserves the right to extraordinary termination of the contract, in particular if the fulfilment of the purpose of the contract is significantly impaired.

2.6. Remuneration for expenses in the offer and negotiation phase, in particular for visits, preparations for offers and projects, cost estimates or drawings, shall only be granted by Rausch if this has been agreed in writing in advance. Otherwise, Rausch shall not be bound by the Contractor's advance performance, in particular it shall not be required to place the order with the Contractor or to pay for the preparation of the offer.

2.7. In the case of purchase by sample, a sample certificate of conformity must be issued by Rausch in text form; Rausch's failure to respond shall be deemed a rejection.

3. Prices, services

3.1. The prices stated in the orders by Rausch are fixed prices, unless expressly agreed otherwise. They are exclusive of statutory VAT, but include the costs of packaging, hire, insurance, transport and unloading, and in the case of imports, also include customs and other import duties.

3.2. If Rausch agrees with the Contractor that 'prices are subject to change', the price valid on the day of delivery shall be agreed as binding.

3.3. In the case of a contractual relationship involving the regular purchase of goods by Rausch, the Contractor undertakes to take into account price changes in favour of Rausch even if binding prices have been agreed.

3.4. No. 3.3 applies accordingly to a contractual relationship involving goods that Rausch intends to purchase at a later date after the conclusion of the contract.

3.5. Where the contractual relationship involves the Contractor regularly providing work or services, the Contractor also undertakes to take into account price changes in favour of Rausch, even in the case of bindingly agreed prices, in particular if it reduces its prices in general or for a large number of its customers.

3.6. Costs, taxes, customs duties and other charges that come into force or are increased after the order has been placed shall be borne by the Contractor.

4. Nature of the service

4.1. If Rausch refers to raw material specifications, drawings, illustrations, calculations, plans, tolerance details or other specifications in its orders, the properties resulting from these shall be agreed with the Contractor as the contractually owed quality of the service to be provided.

The Contractor is required to have the goods tested by an accredited commercial laboratory (e.g. ifp Privates Institut für Produktqualität GmbH) for compliance with the specifications. The Contractor shall always enclose the test report or the certificate of analysis with the delivery of the goods. Rausch is authorised to have its own analyses carried out at any time to confirm compliance with the specifications. If the analyses commissioned by Rausch reveal that the goods do not comply with the specifications, the Contractor is required to deliver goods that comply with the specifications without delay. If the goods have already been sold and a product recall is necessary or if claims are asserted against Rausch by third parties due to the defective goods, the Contractor shall indemnify Rausch against all claims upon first request and hold Rausch harmless. The indemnification also includes the assumption of the costs for a necessary defence or legal action. Rausch shall notify the Contractor of any claim without delay.

4.2. The Contractor also warrants that the goods delivered, the work produced or the materials or substances used for production as well as the commissioned service comply with all national and European legal provisions, in particular the Supply Chain Due Diligence Act (Lieferkettensorgfaltspflichtengesetz, LkSG), the EU Deforestation Regulation (Regulation on Deforestation-free Supply Chains/EUDR), food laws, occupational safety, health, fire and environmental protection as well as building, trade and traffic law provisions and implementation regulations, and bear the necessary test marks or conformity markings.

4.3. If Rausch's orders are based on samples and specimens, the quality of these samples and specimens shall be deemed agreed.

4.4. The submission of drawings, illustrations, calculations, plans and tolerance specifications by Rausch shall not release the Contractor from its obligation to check these documents for their correctness and suitability for the manufacture and delivery of the ordered products.

4.5. If Rausch repeatedly commissions or orders goods, services or works of the same type on the basis of previous orders or within the framework of a permanent service agreement, the Contractor is required to notify Rausch about changes to the specifications, production and manufacturing processes, composition and ingredients of materials used as well as about the change of a supplier of the contractor prior to the production of the work to Rausch.

5. Additional requirements for the supply of foodstuffs and consumer goods

5.1. When delivering food to Rausch, compliance with the relevant food regulations at the place of delivery shall be deemed agreed. This obligation also covers sub-legislative guidelines and directives that embody public expectations.

Upon request, the Contractor shall also provide evidence of its controls regarding compliance with these regulations.

When supplying packaging and consumer goods, the Contractor also guarantees that the materials are suitable for contact with food and that such contact has no negative effects on the food. In particular, the packaging must fulfil all requirements of Regulation (EC) No. 1935/2004 and the individual measures adopted on the basis of this Regulation. Corresponding declarations of conformity must be furnished without request.

5.2. In the case of goods offered by the Contractor, it shall be deemed agreed that the Contractor produces the goods in the country of its registered office or that the goods come from this country as the country of origin. A country or place of production deviating from this is not agreed and must be expressly authorised by Rausch. The same applies to manufactured works and commissioned services.

5.3. When supplying foodstuffs, the Contractor must submit a certificate of origin for the origin of the goods or provide them with a movement certificate if they are covered by a preferential agreement and autonomous preferential measures are applied. Insofar as the import of the goods depends on declarations, the Contractor shall create or take the necessary preconditions and measures for this.

5.4. Upon request by Rausch, the Contractor must submit documentation on its ongoing monitoring of its production and inspection of produced goods by its own laboratories and sworn commercial chemists within the scope of its duty of care under food law. The Contractor shall keep the documentation available to Rausch for at least five (5) years from delivery of the goods.

5.5. The Contractor grants Rausch the right, after prior notification during normal business hours, to check compliance with the food law regulations in its company (e.g. by carrying out an audit) and to refuse acceptance of foodstuffs if quality defects are found.

5.6. The Contractor shall ensure the traceability of delivered goods to their origin within four (4) hours in accordance with Global Food Safety Initiative (GFSI) standards, so that necessary measures can be taken in justified cases, particularly in cases where goods pose a danger to life and limb. When selecting its subsuppliers, the Contractor shall also ensure that the goods can be fully traced.

5.7. For foodstuffs, the Contractor guarantees that it has established all necessary conditions and control measures within its company as required by Regulation No. 178/2002 of the European Parliament and of the Council of 28 January 2002. The Contractor guarantees that the goods to be delivered fulfil these requirements in all respects.

For packaging and consumer goods, the Contractor guarantees that it has created all the conditions and control options in its company that are required by the German Food, Commodities and Feed Act (Lebensmittel-, Bedarfsgegenstände- und Futtermittelgesetzbuch, LFGB) and Regulation No. 1935/2004 of the European Parliament and of the Council of 27 October 2004. The Contractor guarantees that the packaging or consumer goods to be supplied fulfil these requirements in all respects.

5.8. The Contractor guarantees that only GMO-free (genetically modified organism) raw materials are used for the production of the articles/goods ordered and that no genetically modified organisms are contained in the articles and goods to be delivered to Rausch and that no ionising radiation is used at any time.

5.9. If the parties have expressly agreed to deviate from No. 5.8, the Contractor must comply with all labelling requirements and all further provisions of Regulation No. 1830/2003 of the European Parliament and of the Council of 22 September 2003, in particular Art. 4 (traceability). The Contractor shall be liable to Rausch for violations of these labelling regulations or non-compliance with the organisational requirements for traceability.

5.10. The Contractor guarantees compliance with Hazard Analysis and Critical Control Points (HACCP) concepts. Rausch reserves the right to conduct spot checks at any time to verify compliance with these HACCP concepts. To enforce this right, the Contractor shall grant employees of Rausch or neutral experts commissioned by Rausch access to the production facilities and inspection of the documentation after prior notification. Rausch may request copies of the documentation if these are required as proof of compliance with due diligence obligations.

5.11. The Contractor shall ensure that an active foreign body avoidance strategy is implemented as part of production and that state-of-the-art foreign body detection is carried out.

6. Delivery and transfer of risk

6.1. Deliveries of goods shall be made to the delivery address stated on the order or, in the absence thereof, to the place of business of Rausch, and within the times stated. Deliveries outside these times are only possible after prior consultation with Rausch's specialised staff. Unless otherwise expressly agreed, international deliveries shall be made DAP (Delivered at Place) to Rausch's place of business, pursuant to Incoterms 2023.

6.2. The Contractor must deliver and pack the goods in accordance with Rausch's specifications (e.g. pallet plan, scannable labelling, etc.). Complete delivery also includes the handover of ordered or customary installation instructions, operating instructions, maintenance instructions and other technical documents.

6.3. If Rausch does not specify a particular mode of transport, the most favourable transport option for Rausch shall be selected.

6.4. In the case of freight shipments, a dispatch note shall be sent to Rausch separately on the day of dispatch.

6.5. The Contractor is not authorised to make partial deliveries without express agreement. Unless otherwise agreed, advance, partial or excess deliveries shall not be accepted. The Contractor is to immediately make up for short deliveries, even if Rausch initially failed to give immediate notification.

6.6. Delivery notes and packing slips must state the cost centre indicated on Rausch's order, Rausch's order numbers, quantity and unit of measure, article description and article number as well as the remaining quantity in case of partial deliveries.

6.7. Upon request, Rausch must be provided with the corresponding test certificates, including the data sheets and the safety data sheets for the materials used, in German.

6.8. The risk of accidental loss and accidental deterioration of the goods shall pass to Rausch upon arrival and handover of the delivery at the specified delivery address. If an acceptance procedure has been agreed, the transfer of this risk shall occur upon acceptance.

6.9. Acceptance is subject to inspection for correctness and quality. Rausch does not accept short deliveries of printed matter and packaging materials. Unless otherwise agreed and confirmed by Rausch in text form, Rausch will not accept excess deliveries of more than 5% and will return them at the expense of the Contractor.

7. Time of performance, delay

7.1. The agreed delivery dates are an integral part of the contract and are therefore binding. If a period has been agreed for the delivery of goods, it shall commence on the date of receipt of the order by Rausch.

7.2. The delivery is deemed to have been made on time

7.2.1 if the delivery is made without assembly and/or commissioning at Rausch if the delivery arrives at the agreed delivery address on time.

7.2.2 In the case of delivery with assembly and/or commissioning at Rausch, in the case of timely acceptance by Rausch.

7.3. If delays are to be expected, the Contractor must notify Rausch of this immediately in text form. The Contractor shall state the reason for and expected duration of the delay in delivery.

7.4. The Contractor may only invoke the failure of Rausch to provide necessary documents or other preliminary services or cooperation if they have requested the preliminary services or cooperation in writing and have not received them within a reasonable period of time.

7.5. The Contractor shall be liable for all damages arising from late delivery.

7.6. The unconditional acceptance of the delayed delivery or service does not constitute a waiver of the claims to which Rausch is entitled due to the delayed delivery or service.

7.7. In the event of a delay in performance, Rausch shall be entitled to claim from the Contractor liquidated damages for delay in the amount of 0.2% of the net invoice amount per working day of the culpable failure to meet the deadline, but not more than 5% of the net invoice amount in total. The invoice total is calculated including applicable discounts, but excluding any cash discounts.

Further rights and claims to which Rausch is entitled by law (cancellation, damages) remain reserved. The compensation is to be set higher if Rausch proves that greater damages have been sustained. The Contractor has the right to prove to Rausch that no damage or significantly less damage has been incurred as a result of the delay.

7.8. Events of force majeure such as strikes, lockouts, riots, official measures and other unforeseeable, unavoidable and serious events for which Rausch is not responsible give Rausch the right to postpone the fulfilment of the acceptance obligation by the duration of the hindrance and a reasonable preparation period. If the fulfilment of the contract becomes unreasonable for one of the parties in whole or in part, it may withdraw from the contract with regard to the unreasonable part. The Contractor cannot assert any claims for damages from the postponement of the acceptance obligation or the cancellation of the contract by Rausch.

8. Use of subcontractors

8.1. If subcontractors are engaged, the Contractor shall obligate them to fulfil all responsibilities related to the tasks they have undertaken and ensure their compliance with the obligations the Contractor has made vis-a-vis Rausch. Furthermore, the Contractor undertakes to notify Rausch of its subcontractors/suppliers in writing upon first request.

8.2. If the Contractor employs subcontractors without Rausch's prior written consent, Rausch has the right to withdraw from the contract and to claim additional damages.

8.3. Rausch has the right to request the replacement of personnel of the contractor or its subcontractors if there are justified doubts as to the necessary experience or qualifications or if the safety regulations of Rausch are not complied with. In such cases, the Contractor shall immediately provide a qualified replacement. The agreed delivery and performance dates shall remain unaffected by this.

9. Invoicing and payment

9.1. Rausch reserves the right to reject invoices that do not comply with (tax) legal requirements or the terms of the purchase orders. The Contractor's claim for payment shall not become due until a proper invoice has been submitted.

Invoices must be submitted digitally in PDF format to the email address 'rechnung@rausch.de' by 31 December 2025.

From 1 January 2026, invoices must be sent exclusively in the legally prescribed format as an e-invoice to the following email address: rechnung@rausch.de

9.2. Invoices must be submitted separately from the delivery. To enable Rausch to process invoices quickly and properly, the Contractor is required to include the cost centre specified in the order on all invoices, the order number, the quantities and quantity units, the article designations with article number and, in the case of partial deliveries – if agreed – the remaining quantity or to submit prepared proof of activity and to show the applicable value-added tax (VAT) separately. The last partial invoice must be labelled as the final invoice.

9.3. From the date of delivery or acceptance (if applicable) and receipt of invoice, Rausch shall, unless otherwise agreed, make payment as follows: within ten (10) days with a 3% discount, within 21 days with a 2% discount, or within 42 days after complete delivery and receipt of invoice.

Complete delivery also includes the handover of ordered or customary installation instructions, operating instructions, maintenance instructions and other technical documents. A delay caused by incorrect or incomplete invoicing shall not affect the above discount period.

9.4. Any claim to damages in lieu of performance to which the Contractor is entitled due to late payment on the part of Rausch shall be limited to the maximum amount of the order value that can be claimed as damages, unless the delay on the part of Rausch is due to gross negligence or intent.

10. Quality assurance by the Contractor

10.1. Rausch assigns the Contractor the responsibility to monitor and ensure the quality of the goods it is to deliver. The Contractor undertakes to conduct a thorough inspection of outgoing goods and to inform Rausch of any concerns regarding possible defects.

10.2. The Contractor shall ensure batch traceability by labelling the goods in procurement, production and the supply chain and in accordance with Article 18 of Regulation (EC) No. 178/2002.

10.3. In the event of product-related crises or emergencies, Rausch can be contacted on the emergency numbers: +49 5171 9901999. The emergency number is available 24 hours a day, seven days a week. You will be directed to a service provider who will record the emergency. The service provider must be provided with contact details including telephone number. Following the meeting, the information will be forwarded immediately to those responsible at Rausch. For its part, the Contractor shall designate a 24-hour emergency number as part of the Rausch crisis management programme.

11. Material defects

11.1. With regard to the obligation to inspect and give notice of defects pursuant to Section 377 German Commercial Code (Handelsgesetzbuch, HGB), Rausch is only required to perform a minimum inspection based on the delivery note, for transport damage and incoming goods inspection with external inspection or quality control by random sampling.

11.2. If a defect arises, Rausch may, as part of subsequent performance and at its own discretion, require the Contractor to either correct the defect or supply a replacement. In the event of delivery of a new item, the Contractor shall also reimburse the assembly and disassembly costs. If Rausch is entitled to withdraw from the contract, Rausch may limit the withdrawal to the defective part of a delivery or declare withdrawal with regard to the entire delivery. Rausch retains full entitlement to all claims and rights provided by law.

11.3. If Rausch detects a deviation from the agreed or guaranteed specifications and if the number of delivery items to be rejected exceeds more than 2% of all items in the delivery, the entire delivery shall be deemed to be defective. The Contractor reserves the right to prove that individual or all parts of the delivery are free of defects.

11.4. In the event of hidden defects, the Contractor shall be required to refund any labor or material costs incurred unnecessarily. Rausch does not have to prove that its staff could have been deployed elsewhere. This also applies to treated or processed delivery items. However, the Contractor reserves the right to prove that the personnel could have been deployed elsewhere in whole or in part.

11.5. If the goods delivered by the Contractor, the work produced by the Contractor, or the commissioned service are defective and the Contractor therefore has a claim for subsequent performance, substitute performance, indemnification, repayment of (part of) the price, compensation for expenses, or damages against their subsupplier or subcontractor, the Contractor hereby assigns these claims to the latter with the consent of Rausch by way of security, unless the Contractor has agreed to exclude such assignment with their subsupplier or subcontractor. This security agreement is subject to a condition subsequent; it expires when the Contractor has fulfilled all defect-related claims on the part of Rausch. Rausch shall not disclose this assignment insofar as the Contractor duly fulfils its obligations towards Rausch.

11.6. If it is determined that Rausch's defect complaint was unfounded, Rausch shall only reimburse the expenses incurred by the Contractor for the examination of this complaint if it was obvious to Rausch that the defect complained about was exclusively due to a circumstance attributable to its own sphere of responsibility.

12. Defects of title, proprietary rights of third parties

12.1. The Contractor warrants that no rights of third parties are infringed in connection with or by its performance and its contractual utilisation by Rausch.

12.2. If claims are asserted against Rausch by a third party for this reason, the Contractor is required to indemnify Rausch against these claims in text form upon first request. This shall also apply if Rausch has assured the third party that it is free from third-party property rights and/or domestic or foreign industrial property rights.

12.3. The obligation to indemnify applies to all expenses that Rausch necessarily incurs as a result of or in connection with the claim by a third party or which Rausch could reasonably assume were necessary for the proper settlement of the claim.

12.4. If the Contractor's own industrial property rights exist for the performance owed by the Contractor, the Contractor is required to notify Rausch thereof without delay.

13. Statute of limitations

13.1 The mutual claims between Rausch and the Contractor shall expire in accordance with the statutory provisions, unless otherwise provided below.

13.2 Notwithstanding Section 438(1) No. 3 BGB, the general limitation period for claims for defects is three years from the transfer of risk. If an acceptance procedure has been agreed, the limitation period commences with the acceptance. The three-year limitation period shall also apply accordingly to claims arising from defects of title, whereby the statutory limitation period for proprietary claims for delivery (or restitution) by third parties (Section 438 (1) No. 1 BGB) shall remain unaffected; under any circumstances shall claims arising from defects of title become time-barred as long as the third party can still assert the right against Rausch – in particular due to lack of limitation.

13.3 The limitation periods of sales law, including the aforementioned extension, apply for all contractual claims for defects to the extent permitted by law. Insofar that Rausch also has the right to non-contractual claims for damages due to a defect, the regular statutory limitation period (Sections 195, 199 BGB) shall apply, unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases.

14. Liability

14.1. If the Contractor's liability is not specified in the order, any special supplementary contractual conditions and these General Terms and Conditions of Purchase and Ordering, it shall be determined in accordance with the statutory provisions.

14.2. The contractor is required to take out employer's liability insurance with an insured sum sufficient to cover the contractual risks and to present it to Rausch upon request.

14.3. If Rausch is liable for damages due to statutory provisions in accordance with these terms and conditions, its liability shall be limited in the event of minor negligence: Liability only exists in the event of a breach of material contractual obligations, i.e. those obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely, and shall be limited to the typical damage foreseeable at the time of the contract's conclusion. This limitation shall not apply in the event of injury to life, limb or health or in the event of wilful intent or gross negligence. If the damage is covered by an insurance policy taken out by the contractor for the claim in question (with the exception of sum insured), Rausch shall only be liable for any associated disadvantages of the Contractor, for example, higher insurance premiums or interest disadvantages until the claim is settled by the insurance company.

14.4. The Contractor's liability for delays is comprehensively governed by Clause 7

14.5. The personal liability of Rausch's legal representatives, vicarious agents or employees for damage caused by their negligence is excluded.

15. Product liability, liability insurance cover

15.1. Insofar as the Contractor is responsible for product damage, they must indemnify Rausch against third-party claims for damages, to the extent that the cause lies within their sphere of control and organisation and they are personally liable to third parties.

15.2. Within the scope of its liability for cases of damage within the meaning of No. 15.1, the Contractor is also required to reimburse any expenses pursuant to Sections 683, 670 BGB or pursuant to Sections 830, 840, 426 BGB arising from or in connection with a recall campaign carried out by Rausch. Rausch shall notify the Contractor, to the extent possible and reasonable, about the content and scope of the recall measures to be carried out, and shall provide them with an opportunity to comment. Other legal claims remain unaffected.

15.3. The Contractor undertakes to maintain product liability insurance with a lump sum cover of €10 million per personal injury/property damage; if Rausch is entitled to further claims for damages, these shall remain unaffected.

16. Property protection

16.1. If Rausch provides goods or parts to the Contractor, Rausch reserves ownership of them.

16.2. Any processing or remodelling by the Contractor shall be carried out for Rausch. In the event of combination or mixing with other movable items, Rausch acquires ownership of the new item in proportion to the value of the items provided by Rausch to the other items at the time of combination or mixing.

16.3. The Contractor shall insure any tools, machines, machine parts or other equipment provided by Rausch against fire, water damage and theft at its own expense.

16.4. Rausch has the right to obtain appropriate insurance cover in accordance with No. 16.3 at the Contractor's expense if the Contractor fails to provide Rausch with proof of insurance cover for the tools, machines, machine parts or other equipment provided by Rausch upon request and within a period set by Rausch.

16.5. The contractor must carry out any necessary maintenance and repair work regarding the tools, machines, machine parts or other equipment provided by Rausch at its own expense and in good time and to inform Rausch immediately of any malfunctions.

16.6. Retentions of title of the Contractor shall only apply insofar as they relate to the payment obligation on the part of Rausch for the respective goods to which the Contractor or its supplier retains title. In particular, expanded or extended retentions of title are not allowed.

17. Confidentiality and data protection

17.1. The Contractor must maintain strict confidentiality with regard to non-public information that becomes known to the Contractor through the business relationship, and documents, technical and commercial knowledge, in particular recipes, illustrations, drawings, calculations, and not to use them for its own purposes. This shall not apply if and to the extent that the knowledge contained in the documents or information provided has become generally known.

The Contractor may only make them accessible to third parties with Rausch's express written consent and may only use them for the purpose of executing the contract.

17.2. The Contractor may only use information about an intended or existing contractual cooperation for reference or marketing purposes if Rausch has given its consent in text form. The taking of photographs on the premises and in the operating facilities of Rausch as well as the use or publication of images is also prohibited without the consent of Rausch in text form.

17.3. The Contractor may only refer to the existing business relationship with the prior written consent of Rausch. The Contractor may only reference or advertise Rausch or its products in publications with Rausch's prior written consent.

17.4. The obligations of No. 17.1 and 17.2 shall also apply after fulfilment of the contract.

17.5. Other rights, in particular property rights, trade mark rights and copyrights are reserved.

17.6. If the Contractor or its employees or other persons for whom it is responsible pursuant to Sections 31, 278, 831 BGB violate the obligations arising from this agreement or if the Contractor continues to use the information, data, documents, etc. of Rausch beyond the end of the contract, the parties agree that the Contractor shall pay a contractual penalty of an appropriate amount for each culpable case of infringement, whereby Rausch will determine the amount at its reasonable discretion within the meaning of Section 315 BGB and the appropriateness of the contractual penalty can be reviewed by the competent court in the event of a dispute. We reserve the right to claim damages in excess of the contractual penalty.

17.7. If the Contractor's employees involved in the fulfilment of the contract come into contact with personal data, the Contractor is required to ensure that the employees comply with the data protection laws in accordance with Art. 25 (1) in conjunction with Art. 32 (4) EU GDPR.

18. Offsetting, retention, assignment

18.1. Rausch has the right to offset all counterclaims against claims of the Contractor. This also applies if the due dates of the mutual claims are different. The Contractor also agrees to the offsetting of their claims against group companies by Rausch.

18.2. The Contractor may only offset claims against Rausch's claims if its counterclaim is undisputed or has become res judicata; the Contractor may only assert a right of retention if it is based on claims arising from the same contractual relationship.

18.3. The Contractor may only assign claims arising from this contract to third parties, including in the context of commercial transactions, with Rausch's prior written consent, which may not be unreasonably withheld.

For goods transferred to the Contractor under extended retention of title, Rausch's consent to the assignment to the subsupplier is deemed to have been granted.

18.4. Rausch is authorised to assign claims against the Contractor to third parties.

19. Packaging

19.1. The packaging material must comply with the current statutory regulations, in particular the German Packaging Ordinance (Verpackungsordnung), the Renewable Energy Heating Cost Relief Fund Act (EWKFondsG) and other environmental protection regulations, and must be labelled with the company name or disposal system.

19.2. The Contractor must take back or dispose of non-recyclable packaging material at Rausch's request and expense. If the Contractor fails to fulfil this obligation despite the setting of a deadline, it shall reimburse Rausch for the resulting expenses and damages.

20. Compliance, MiLoG and sustainability

20.1 The Contractor is fully familiar with Rausch's compliance regulations, in particular with the Code of Conduct in its current version, and shall fully comply with the regulations therein.

20.2. Rausch is guided by the principle of sustainable development and observes internationally recognised, fundamental environmental, labour and social standards.

Rausch therefore expects its contractors to comply with environmental, labour and social standards, in particular compliance with the Supply Chain Due Diligence Act (Lieferkettensorgfaltspflichtengesetz, LkSG) and the EU Deforestation Regulation (Regulation on Deforestation-free Supply Chains/EUDR). Should Rausch establish that the Contractor is in breach of these standards/legal provisions, Rausch reserves the right to terminate the contract – if necessary also by way of extraordinary measures.

In addition, Rausch requires the Contractor to ensure that its subcontractors comply with these standards and legislation.

20.3. The Contractor undertakes vis-à-vis Rausch not to employ any employees below the legally prescribed working age and beyond the legally permissible working hours. The Contractor also undertakes to ensure that its suppliers do the same. The Contractor further agrees not to tolerate any discrimination or undue pressure, physical or otherwise, against employees.

20.4. If the Contractor also provides services, it must comply with the provisions of the German Minimum Wage Act (Mindestlohngesetz, 'MiLoG'), in particular the obligation to pay the minimum wage. In the event that the Contractor commissions a subcontractor with Rausch's consent, the Contractor shall also require the subcontractor to comply with the MiLoG provisions. Furthermore, the Contractor shall indemnify Rausch against third-party claims arising from a breach of the provisions of the MiLoG by the Contractor or engaged subcontractor.

20.5. At the request of Rausch, the Contractor shall provide evidence of the implementation of the compliance and/or sustainability requirements as well as the requirements for compliance with the MiLoG.

21. Applicable law, place of jurisdiction, severability clause

21.1. The law applicable in the Federal Republic of Germany shall apply exclusively, excluding the UN Convention on Contracts for the International Sale of Goods and the conflict-of-laws rules which would lead to the application of laws other than German law.

21.2. The exclusive – also international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the respective place of business of Rausch.

In addition, Rausch is entitled to institute legal action at the Contractor's general place of jurisdiction.

21.3. Should a provision of this contract be or become invalid or unenforceable or not contain a necessary provision, this shall not affect the validity of the remaining provisions of this contract. In place of the invalid provision or to fill the loophole, a legally permissible provision shall apply which corresponds as far as possible to what the contracting parties intended or would have intended according to the meaning and purpose of this contract if they had recognised the loophole. The parties are aware of the Federal Court of Justice's dated 24 September 2002 (KZR 10/01). Nevertheless, it is the express intention of the parties that these provisions do not result in a mere reversal of the burden of proof, but that Section 139 BGB is waived altogether.