

General Terms and Conditions for the purchase of “raw and order materials“

of Mycotrition GmbH, legally represented by the Managing Director Benjamin Hawlik and Sebastian Schmode, Gewerbestr. 8, D- 82064 Strasslach (place of business: Strasslach near Munich, trade register Munich HRB 229521, Local Court of Munich; VAT ID No. DE 309418046)

Preamble

The company Mycotrition GmbH produces and distributes vitality mushrooms. Mycotrition GmbH offers other companies (hereinafter referred to as “Orderer”) raw and order materials for purchase. Raw materials include powders and extracts of mushrooms and plants which the Orderer can either sell directly or add to his own products. Order materials include Mycotrition GmbH finished products which are packaged by the Orderer in the Orderer’s branding, using the Orderer’s name and logo.

1. Scope

- 1.1. These General Terms and Conditions (hereinafter referred to as “T&Cs”) shall exclusively apply to the Orderer’s purchase of Mycotrition GmbH raw and order materials.
- 1.2. The Orderer’s T&Cs shall be deemed to not apply regardless of whether Mycotrition GmbH expressly contradicts them.
- 1.3. These T&Cs shall apply to Orderers from Germany and to Orderers from countries other than Germany.
- 1.4. These T&Cs shall exclusively apply to companies, legal entities under public law and special funds under public law as set out in Sec. 310 para 1 BGB (German Civil Code).

2. Offer and Conclusion of the Contract

- 2.1. The Orderer may place his request or order via telephone, fax, e-mail (info@mycotrition.com) or a contact form on our website (mycotrition.com).
- 2.2. When ordering the products, the Orderer submits a legally binding offer to conclude a purchase contract in respect of the ordered goods. The acceptance by Mycotrition (and thus the conclusion of the contract) can either be declared in writing prior to or implied upon delivery of the goods to the Orderer.
- 2.3. Offers of Mycotrition GmbH are subject to change and non-binding, unless Mycotrition GmbH has expressly described said offers as binding.
- 2.4. Unless agreed otherwise, offers from Mycotrition GmbH are valid for 6 weeks.

3. Prices

- 3.1. The prices shown on the price list for raw materials at the time of the order date shall apply. The Orderer is provided with said price list prior to contract conclusion. The prices for order materials are agreed individually.
- 3.2. There is no system for general discounts.
- 3.3. Unless specified otherwise in the order confirmation, the prices are ex works.
- 3.4. The statutory value added tax is not included in the price and is shown on the invoice separately at the applicable rate at the date of the invoice.

4. Shipping costs / Terms of Payment

- 4.1. In addition to the costs for raw and order materials, shipping costs will arise which are to be borne by the Orderer. The Orderer is informed of these costs in advance as part of the offer.
- 4.2. Upon request of the Orderer, delivery may be covered by transport insurance, such costs to be borne by the Orderer. The customer shall be informed of these costs in advance via e-mail.
- 4.3. Unless specified otherwise in the order confirmation, the gross purchase price shall be due and payable within 21 days from the date of the invoice.
- 4.4. Unless agreed otherwise, the following payment options shall apply:
 - Generally, payment can be made by direct debit or in advance
 - New customers must pay the invoice for their first two orders in advance
 - If the order exceeds EUR 10,000.00, 50% of it must be paid in advance
 - If the order exceeds EUR 25,000.00, the parties shall agree the payment terms.
- 4.5. With respect to payments by direct debit, the Orderer must bear any costs of his credit company where the direct debit is returned because the account has insufficient funds or the Orderer has provided the wrong IBAN and BIC.

- 4.6. Any discounts shall be agreed in writing.
- 4.7. Default of payment: If the Orderer defaults with his payment, he will receive a reminder. It is expressly pointed out that considerable shipping and processing costs may arise when processing outstanding payments. Such processing fees shall be invoiced to and paid by the Orderer. Where Mycotrition GmbH receives delayed payments, but the processing fee has not been paid, the Orderer shall receive a further reminder requesting payment. If an Orderer is delayed in making payment and places a new order, Mycotrition GmbH hereby expressly reserves the right to ship the products only if payment is made in advance.

5. Manufacturing and Delivery

- 5.1. The delivery of raw materials and the manufacturing of order materials shall be in accordance with the specifications agreed in writing between the Orderer and Mycotrition GmbH, and/or any further quality requirements set out in any separate quality assurance agreement. If there are no specifications or a quality assurance agreement between the parties, or if neither has been agreed, the goods must be produced and delivered, as a minimum, in a merchantable quality.
- 5.2. Each consignment is accompanied by a delivery slip indicating the delivered quantities, the article numbers and the name of the respective raw and order materials. Deviations in the quantity of max. +/- 10% are tolerated. A declaration of conformity according to legal requirements is issued and enclosed with respect to (primary) packaging materials of plastic which are in direct contact with the ordered raw or order materials. Mycotrition GmbH has each consignment examined by an accredited and certified laboratory and provides the Orderer, upon his special request, with a copy of the corresponding analysis certificate.
- 5.3. The delivery time shall be agreed between the Orderer and Mycotrition GmbH in writing or via e-mail. The beginning of the delivery time specified by Mycotrition GmbH presupposes that all technical issues with respect to order materials are fully clarified. Furthermore, the observance of the delivery obligation presupposes that the Orderer fulfils his obligations and duty of care in a proper and timely fashion and in particular that he observes his duties of cooperation as set out in item 6 of these General Terms and Conditions.
- 5.4. If Mycotrition GmbH and the Orderer have agreed on a non-binding delivery period for an individual order, the Orderer may demand in writing or by e-mail to Mycotrition GmbH that Mycotrition GmbH shall deliver the goods within a reasonable time if the non-binding delivery date is exceeded by 6 weeks.
- 5.5. Delayed deliveries due to the logistics provider or deliveries which are delayed because of a delay in processing imported raw materials through any customs authorities are excluded from Mycotrition GmbH liability for default.
- 5.6. In the event of force majeure, riot, strike, lock-out and interruptions of operations for which Mycotrition GmbH is not responsible, the delivery times agreed in item 5.3 will be extended by the duration of the interruption plus an appropriate lead time of seven days.

6. Cooperation of the Orderer

- 6.1. The Orderer undertakes to observe all legal requirements and administrative practices relevant for the product when he puts the order materials into circulation. As far as the Orderer mixes, adds, binds and/or processes raw materials with other products, he guarantees the usability and marketability of the end product.
- 6.2. Moreover, the Orderer has to inform Mycotrition GmbH on possible special requirements that must be taken into account when storing the order materials. The Orderer is further obliged to continuously monitor the products and to inform Mycotrition GmbH immediately if he becomes aware of impairments of the delivered goods that affect the quality and/or health of end users. This information duty applies in the event of instructions or complaints received from authorities in relation to the delivered goods.
- 6.3. The Orderer guarantees that the specifications, manufacturing instructions, and production requirements he uses are correct and complete as well as suitable for the production of products and in accordance with these General Terms and Conditions. The Orderer further guarantees that the specifications, manufacturing instructions, and production requirements he uses are formulated in a way that their implementation by Mycotrition GmbH does not lead to an infringement of a third party's protected rights.

7. Reservation of title

- 7.1. The raw and order materials remain the property of Mycotrition GmbH until full payment has been made. This shall apply in the case of ongoing business relations between Mycotrition GmbH and the Orderer until the complete settlement of all outstanding payments. Before the delivery of the goods, the Orderer is forbidden to mortgage or transfer the ownership of the goods.
- 7.2. Mycotrition GmbH reserves its proprietary and copyright rights as well as other rights it holds in illustrations, drawings, calculations, samples and other documents. This also applies to written documents marked as confidential. The Orderer shall obtain the explicit and written consent of Mycotrition GmbH before he reproduces or discloses such documents to third parties.

8. Warranty

- 8.1. The condition of the goods shall solely be based on the specifications and, to the extent it is applicable, any agreements on quality assurance which have been agreed in writing between Mycotrition GmbH and the Orderer. To the extent that the quality has not been agreed, the merchantable quality of the goods shall be the basis for the assertion of warranty claims.
- 8.2. The Orderer is obliged to immediately examine the goods with necessary skill and due diligence to identify any defects in their identity, quality and quantity and shall notify Mycotrition GmbH in writing of the same within 7 working days of receipt of the goods. To keep to the 7 working days deadline, it is sufficient to submit a notice of defects. This shall also apply for latent defects that are detected later from the date they are discovered. If the requirement to examine the goods and to give notice of defects is breached, claims for warranty cannot be made.
- 8.3. In the event that the delivered goods are defective, Mycotrition GmbH will first of all provide a subsequent fulfilment by redelivering the goods which shall be free of defects (replacement delivery). In order for Mycotrition GmbH to provide a replacement delivery, the Orderer must return the defective goods to Mycotrition GmbH and give Mycotrition GmbH sufficient time to examine the defective goods, have an independent laboratory examine any goods with latent defects in order to remove any hidden defects, and fulfil the replacement delivery. The expenses arising from the examination and the subsequent redelivery of goods shall be borne by Mycotrition GmbH, provided that a true defect exists. If the request of the Orderer to remove the defect is unjustified, especially upon confirmation of an independent laboratory test, Mycotrition GmbH may demand the Orderer to compensate Mycotrition GmbH for any costs incurred. If the subsequent fulfilment has failed or if the reasonable deadline for the subsequent fulfilment set by the Orderer has expired without success or is superfluous according to statutory regulations, the Orderer may withdraw from the delivery contract or reduce the purchase price. If the Orderer has not completely settled the purchase price when he has discovered the defect, he shall then have a right to retention with regards to the outstanding amount.
- 8.4. The limitation period for claims arising out of a material or legal defect shall be 12 months, except in the case of damages. The limitation periods stipulated in the Product Liability Act will in any case remain unaffected.

9. Liability

- 9.1. Mycotrition GmbH liability is excluded for damages caused due to requirements, instructions and independent actions of the Orderer which insofar infringe the obligations of the Orderer according to the above item 6. The Orderer undertakes to release Mycotrition GmbH in such a case from all liabilities towards third parties.
- 9.2. Mycotrition GmbH shall further not be liable for indirect or direct damages, unless they are caused by intent or gross negligence. This exclusion from liability also extends to the liability of employees, legal representatives, as well as agents of Mycotrition GmbH. Mycotrition GmbH liability due to assured properties/guarantees of quality and durability or due to the product liability remains unaffected. If damages arise which are based on the absence of a quality or durability as guaranteed by Mycotrition and if these damages occur not directly at the goods delivered by Mycotrition GmbH, Mycotrition GmbH shall only be liable if the risk of such a damage was clearly covered by the guarantee of quality and durability.
- 9.3. Mycotrition GmbH liability for slight negligence on its merits towards third parties is only assumed as far as obligations are infringed whose fulfilment is necessary for a proper execution of the contract and whose infringement jeopardizes the achievement of the purpose of the contract and on the fulfilment of which the Orderer regularly relies on (so-called essential contractual duties). If obligations which are essential to the contract are breached, Mycotrition GmbH liability for indirect damages, in particular loss of profit and consequential damages from defects, is excluded.

- 9.4. Mycotrition GmbH liability is further restricted to damages that are typical for the contract and which were foreseeable at the contract conclusion and are out of Mycotrition GmbH control. The liability is limited to the amount that is typically foreseeable for the damage.
- 9.5. If action is taken against Mycotrition GmbH for damages under producer's liability according to § 823 BGB (claim founded in tort) and Mycotrition GmbH, its employees, legal representatives or agents have only acted in slight negligence, the liability above and beyond these provisions shall be limited to the damages paid by Mycotrition GmbH liability insurer. The insured sum is that amount which is typical for the damage, contract and materials. To the extent that the insurance does not or not completely come into effect, Mycotrition GmbH liability shall be limited to the amount of the insured sum remains unaffected. Where the insured sum is not agreed upon an amount typical for the damage, contract and materials, Mycotrition GmbH liability shall be limited to the amount which is typical for the damage, contract and materials. It is possible to agree with the Orderer a higher liability sum at any time upon an individual agreement, provided that a prior agreement on the incurring insurance rate is made. The costs for the enhanced insurance sum are to be paid by the Orderer at that time.
- 9.6. The above exclusions for liability shall not apply in case of personal injury, namely of life, body and health. The liability according to the German Product Liability Act remains unaffected. Further claims for liability are excluded, regardless of the legal nature of the claims asserted against Mycotrition GmbH.

10. Other provisions

- 10.1. The law of the Federal Republic of Germany shall exclusively apply under the exclusion of the UN-Sales Convention and the Private International Law.
- 10.2. Amendments to these T&Cs shall be made in writing. This also applies to any waiver of amendments being made in writing.
- 10.3. The place of fulfilment as well as – also the international – place of jurisdiction for disputes arising from this contract is the place of business of Mycotrition GmbH. But Mycotrition GmbH is also entitled to assert claims at the general place of jurisdiction of the Orderer.

Date: 15.12.2023