

General Terms and Conditions of Purchase

1. Definitions

(1.1) The terms appearing in these General Terms and Conditions of Purchase

- we
- our company
- Wellma

are used as abbreviations and refer to Wellma Europe GmbH.

2. Applicability of the Contractual Terms

(2.1) These General Terms and Conditions of Purchase (GTCP) apply exclusively, alongside the applicable food and hygiene regulations. We do not recognise any terms and conditions of the supplier that conflict with or deviate from our Terms and Conditions of Purchase unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Purchase shall also apply if we accept the supplier's delivery without reservation in the knowledge of terms and conditions of the supplier that conflict with or deviate from our Terms and Conditions of Purchase.

(2.2) Unless otherwise agreed in writing, all contracts shall be governed exclusively by the General Terms and Conditions of Purchase (GTCP) valid at the time the contract is concluded, including the "Quality Management Manual of Wellma Europe GmbH".

The GTCP are made available to the supplier prior to the conclusion of the contract together with the enquiry, the purchase order or the order confirmation, or the supplier is expressly informed of the internet address at which they can be accessed. The current version of the General Terms and Conditions of Purchase (GTCP) and of the Quality Management Manual is also available at any time on our website at www.wellma-europe.com.

By concluding the contract, the supplier confirms that it has been given the opportunity to take note of the GTCP in a reasonable manner.

Deviating or supplementary terms and conditions of the supplier, irrespective of whether they are contained in, attached to or referred to in offers, order confirmations, delivery notes, invoices, supplier portals, websites, codes of conduct or other documents, shall not become part of the contract. They shall apply only if Wellma Europe GmbH has expressly agreed to their validity in writing. Mere reference to such terms or their transmission does not constitute consent.

(2.3) These General Terms and Conditions of Purchase apply exclusively to entrepreneurs (Section 14 of the German Civil Code, BGB), legal entities under public law and special funds under public law. They do not apply to consumers (Section 13 BGB).

(2.4) All agreements made between us and the supplier for the purpose of performing this contract are set out in writing in this contract.

(2.5) In the event of a contractual breach of our General Terms and Conditions of Purchase and/or the product specifications set out therein, we reserve the right to assert claims for damages and liability, costs (including legal fees), fines or other financial penalties, or lost profits that may have arisen as a result of an alleged or proven breach.

3. Offers and Offer Documents

(3.1) Suppliers and service providers wishing to submit offers to Wellma must do so in writing within the meaning of Sections 126, 126a BGB and free of charge. Offers must furthermore be drawn up in German or English.

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(3.2) If the offer is made on the basis of an enquiry / invitation to tender issued by Wellma, the bidder is required not to deviate from Wellma's requirements. Wellma must be expressly notified of any deviations that are nevertheless made. The bidder is free to submit alternative offers and special proposals.

(3.3) All prices are to be quoted in the bidder's national currency (where this is not the euro, additionally in EUR and then, where applicable, including separately disclosed currency hedging). Unless stated otherwise, prices are fixed prices. If it cannot be determined from the price information whether the prices include value added tax, the prices shall be deemed gross prices.

(3.4) Offers must be submitted in full and must cover all services requested. Furthermore, all offers must as a rule be addressed to the purchasing office named in the enquiry documents.

(3.5) The supplier is obliged to accept our purchase order within a period of 2 weeks.

(3.6) Wellma reserves ownership and copyright in illustrations, drawings, calculations and other documents; they may not be made accessible to third parties without Wellma's express written consent. They are to be used exclusively for production on the basis of Wellma's purchase order. After completion of the purchase order, they must be returned to us without being requested. They must be kept secret from third parties; in this respect, the provisions of Section 11 shall apply in addition.

(3.7) If the bidder deviates from the above requirements, Wellma reserves the right not to consider its offer.

4. Prices and Payment Terms

(4.1) The price stated in the purchase order is binding. In the absence of any written agreement to the contrary, the price includes delivery "free domicile" (frei Haus), including packaging. The return of packaging requires a separate agreement.

(4.2) Statutory value added tax must be stated no later than in the final total price shown in the document.

(4.3) We can only process invoices if they state the purchase order number shown in the purchase order in accordance with the requirements set out therein; the supplier is responsible for all consequences arising from non-compliance with this obligation unless it can demonstrate that it is not responsible for them.

(4.4) Each party undertakes to treat as confidential all non-publicly available commercial, technical, regulatory and business information received from the other party in connection with the contract and to use it exclusively for the purpose of performing the contract.

(4.5) We are entitled to rights of set-off and retention to the extent permitted by law.

(4.6) All payments are made subject to verification of the invoice. Payments are made exclusively by bank transfer.

(4.7) The date of dispatch of the means of payment shall be deemed the date of payment.

5. Delivery Times

(5.1) Any delivery times stated in the order confirmation are binding.

(5.2) All suppliers undertake to notify Wellma immediately in writing if circumstances arise, or become apparent to them, from which it follows that the stated delivery time cannot be met.

(5.3) In the event of a delay in delivery, we are entitled to the statutory claims. In particular, we are entitled, after the fruitless expiry of a reasonable deadline, to demand damages in lieu of performance and to withdraw from the contract. If we claim damages, the supplier has the right to prove that it is not responsible for the breach of duty.

6. Data Sheet and Quality Requirements

(6.1) Unless further written agreements have been made, the supplier must ensure, both in every offer and in every subsequent purchase order, that the goods are delivered in accordance with the specification.

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(6.1a) A valid Certificate of Analysis (CoA) / Certificate of Conformity (CoC) is required for every delivery. In addition, the following documents must be provided:

Raw materials

- Product specification
- Safety data sheet (SDS)
- Manufacturing flow chart
- Allergen declaration in accordance with Regulation (EU) No 1169/2011, Annex II (Food Information Regulation – FIC)
- Quality-related declarations (TSE/BSE, GMO, vegan/vegetarian status, plant origin, irradiation, gluten-free declaration, country of origin, etc.)

Packaging materials

- Declaration of Compliance (DoC) demonstrating compliance with the applicable EU legislation on food contact materials, in particular Regulation (EC) No 1935/2004, Regulation (EC) No 2023/2006 on Good Manufacturing Practice (GMP), Regulation (EU) No 10/2011 on plastic materials and articles intended to come into contact with food, as well as all applicable amendments and implementing measures.

Supporting compliance and evidence documents, where applicable, including:

- Test reports on overall and specific migration;
- Safety data sheets (SDS) for relevant substances and preparations (e.g. printing inks, adhesives, coatings);
- Declarations of absence or compliance regarding restricted substances, including heavy metals, phthalates, bisphenol A (BPA), substances of very high concern (SVHC) and other legally restricted substances.
- Documentation demonstrating compliance with Regulation (EU) 2025/40 on packaging and packaging waste (PPWR), including the applicable requirements regarding packaging composition, substances of concern, recyclability, recycled content (where applicable), packaging minimisation and information and reporting obligations, including all relevant implementing and delegated acts.

(6.1b) Suppliers are obliged to provide the most current and valid version of all required documents at all times and to submit updated versions without delay as soon as new versions become available.

(6.1c) Where products, raw materials, packaging materials, recipes, specifications, labels, print artwork, components or other materials are manufactured, supplied or developed exclusively for Wellma Europe GmbH, the supplier shall ensure that these products comply with all agreed specifications, applicable legal requirements and the agreed quality standards.

(6.1c.1) The supplier may not make any changes to the composition, recipe, manufacturing process, manufacturing site, raw material source, packaging materials, specifications, analytical methods or other product-relevant parameters without Wellma's prior written consent.

(6.1c.2) For customer-specific products, the supplier shall provide complete documentation upon request, in particular:

- Product specifications;
- Certificates of Analysis (CoA);
- Certificates of conformity;
- Allergen declarations;
- GMO declarations;
- TSE/BSE declarations;
- Information on the country of origin;
- Declarations of compliance with regulatory requirements.

(6.1c.3) The supplier warrants that all customer-specific products are manufactured exclusively in accordance with the approved specification and are protected by appropriate measures against cross-contamination, mix-ups, adulteration and unauthorised exchange or substitution.

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Where the applicable product specification for a vitamin, mineral or other nutrient does not set either a minimum or a maximum value as an acceptance limit and no specific statutory tolerances apply, conformity shall be assessed in accordance with the applicable guidance document of the European Commission on the setting of tolerances for nutrient values declared on a label, as generally applied by the competent authorities of the Member States of the European Union. Unless stricter mandatory legal requirements or product-specific specifications apply, deviations of – 20 % to +45 % from the declared value shall be deemed permissible for vitamins and minerals, taking into account analytical measurement uncertainty and the natural variability of the raw materials.

(6.1c.4) The supplier warrants full traceability of all batches of customer-specific products and shall retain the corresponding production and quality records for a period of at least ten (10) years or, where required by law, for a longer period.

(6.1c.5) All costs arising from deviations from approved specifications, unauthorised changes, non-conforming materials, product withdrawals, recalls or customer complaints for which the supplier is responsible shall be borne by the supplier. This also applies to consequential damages and lost profits.

(6.1c.6) The supplier shall inform Wellma immediately of any deviation, any out-of-specification result, any non-conformity, any contamination incident, any food law or product safety risk and any regulatory issue that could affect a customer-specific product, irrespective of whether the affected batch has already been delivered.

(6.1c.7) The supplier may not manufacture for, distribute to, disclose to or otherwise use for third parties any recipes, formulations, product specifications or customer-specific products developed or manufactured exclusively for Wellma, unless Wellma has given its prior express written consent.

(6.2) For raw materials that fall within the scope of risk-based laboratory testing, the supplier is obliged to bear the respective laboratory testing costs in the event of a positive result and must independently arrange for the return transport to its production or warehouse facilities.

(6.3) The supplier undertakes to provide test results in accordance with the relevant specifications for quantities purchased from us of 0.1 kg or more (depending on the product group, unless otherwise agreed in writing), unless other written agreements have been made.

Depending on the product group, the following tests are concerned:

- Pesticide residues – in accordance with Regulation (EC) No 396/2005 and its subsequent amendments
- Pyrrolizidine alkaloids (PAs) and polycyclic aromatic hydrocarbons (PAHs) – in accordance with Regulation (EU) 2023/915 and its subsequent amendments
- Microbiological criteria – in accordance with Regulation (EC) No 2073/2005 and its subsequent amendments
- Heavy metals and mycotoxins – in accordance with Regulation (EU) 2023/915 and its subsequent amendments
- Solvent residues – in accordance with Directive 2009/32/EC as amended by Directive 2010/59/EU and Directive (EU) 2016/1855
- Mineral oil hydrocarbons (MOSH/MOAH) – in accordance with the applicable recommendations, guidelines and regulatory requirements of the European Union and the competent national authorities
- Per- and polyfluoroalkyl substances (PFAS) – in accordance with the applicable EU legislation, maximum levels, restrictions and regulatory requirements

(6.4) The supplier shall maintain a documented quality and food safety management system appropriate to the nature of the products and services supplied.

(6.4.a) The supplier should hold and maintain certification to a standard recognised by the Global Food Safety Initiative (GFSI), in particular IFS Food, IFS Broker, BRCGS, FSSC 22000 or an equivalent standard, where applicable.

(6.4.b) The supplier shall inform Wellma Europe GmbH immediately of the following events:

- suspension, withdrawal or expiry of certifications;
- critical audit findings or major non-conformities;
- regulatory actions or complaints;

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- product withdrawals or product recalls;
- food safety incidents;
- cases of food fraud;
- food defense incidents;
- contamination events;
- significant quality deviations.

(6.4.c) Wellma reserves the right to conduct supplier audits, remote assessments, document reviews or risk-based evaluations. The supplier shall provide all documents and information reasonably requested for supplier approval, evaluation and monitoring. Wellma is entitled to conduct announced or risk-based on-site audits or to have them conducted by third parties.

(6.4.d) The supplier shall, upon request, provide information on the supply chain, sub-suppliers, country of origin and manufacturing sites, insofar as this is necessary to fulfil legal, regulatory or certification-related requirements.

(6.5) The supplier shall implement documented measures to prevent food fraud, economically motivated adulteration, substitution, dilution, mislabelling, product counterfeiting and any other act that may compromise the authenticity of the product. Upon request, the supplier shall provide Wellma with documents demonstrating authenticity, traceability records, certificates and other evidence substantiating product authenticity.

(6.6) The supplier shall maintain documented food defense measures designed to protect products, materials and processes against intentional contamination, sabotage, malicious acts or unauthorised access. The supplier shall inform Wellma immediately of any food defense incident that could affect delivered products.

(6.7) The supplier shall notify Wellma in writing of any significant changes that may affect the delivered products at least ninety (90) calendar days before their implementation. Wellma reserves the right to reject such changes, to request additional documentation, to carry out a re-qualification assessment or to terminate the supply relationship if the compliance requirements are no longer met.

(6.8) The supplier shall maintain documented procedures for product recalls and crisis management. The supplier shall inform Wellma immediately as soon as it becomes aware of circumstances that could lead to any of the following:

- product recall;
- market withdrawal;
- food safety risk;
- regulatory non-compliance;
- product adulteration;
- product contamination.

The supplier shall fully support Wellma in investigations, recalls, withdrawals, official inspections and crisis management measures. Costs arising from recalls, withdrawals or corrective actions caused by the supplier shall be borne by the supplier. This also applies to consequential damages and lost profits.

(6.9) The supplier shall maintain a traceability system enabling full traceability within the supply chain at least one step back and one step forward. Traceability information shall be provided to Wellma within four (4) hours of a request in emergencies and within one (1) business day under normal circumstances.

(6.10) Wellma reserves the right to have delivered products tested by independent laboratories at any time. If the test reveals non-conformity with agreed specifications or applicable legal provisions, the supplier shall bear all reasonable costs of testing, investigation, replacement, disposal, transport and corrective actions.

(6.11) Unless otherwise agreed in writing, raw materials must be delivered with at least eighty percent (80 %) of their total shelf life remaining. Packaging materials must be delivered in a condition suitable for the intended shelf life of the finished product.

(6.12) The supplier warrants that all delivered products comply with the applicable legislation of the European Union and the applicable national legislation. The supplier further warrants that the delivered products:

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- are authentic;
- are not adulterated;
- are not counterfeit;
- are suitable for their intended use;
- comply with the agreed specifications;
- are not subject to any undisclosed regulatory restrictions;
- are not the subject of a recall or market withdrawal at the time of delivery.

(6.13) The supplier shall comply with all applicable legislation, in particular with regard to:

- anti-corruption;
- anti-bribery;
- human rights;
- labour rights;
- environmental protection;
- prevention of modern slavery;
- prohibition of child labour.

Upon request, the supplier shall provide declarations or suitable evidence demonstrating compliance with these requirements.

7. Applicable Law and Conclusion of Contract

(7.1) Contracts concluded incorporating these General Terms and Conditions of Purchase, their formation, validity, interpretation and performance, as well as all other legal relationships existing between the parties, shall be governed by the law of the Federal Republic of Germany, excluding the rules of private international law and the UN Convention on Contracts for the International Sale of Goods (CISG), unless otherwise agreed in the individual case.

(7.2) Contracts with Wellma are as a rule concluded in written form. In the rare event that a contract is concluded orally, it must be confirmed in writing by both parties without delay.

8. Transfer of Risk

(8.1) Unless otherwise agreed in writing, delivery within Europe shall be made free domicile (frei Haus).

(8.2) Unless otherwise agreed in writing, delivery from third countries shall always be made CIF (Cost, Insurance and Freight) AIR & CIF (Cost, Insurance and Freight) SEA.

(8.3) The supplier is obliged to state our purchase order number exactly on all shipping documents and delivery notes; if it fails to do so, we shall not be responsible for delays in processing.

9. Inspection for Defects and Liability for Defects

(9.1) We are obliged to inspect the goods within a reasonable period for any deviations in quality and quantity; notification of defects is deemed timely if it is received by the supplier within a period of 7 working days, calculated from receipt of the goods or, in the case of hidden defects, from their discovery.

(9.2) We are entitled to the statutory claims for defects in full; in any event, we are entitled to demand from the supplier, at our discretion, either remedy of the defect or delivery of a new item. The right to damages, in particular damages in lieu of performance, is expressly reserved.

(9.3) We are entitled to remedy the defect ourselves at the supplier's expense if there is imminent danger or particular urgency.

(9.4) The limitation period is 36 months, calculated from the transfer of risk.

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10. Product Liability, Indemnification and Liability Insurance Cover

(10.1) Insofar as the supplier is responsible for product damage, it is obliged to indemnify us on first demand against claims for damages by third parties to the extent that the cause lies within its sphere of control and organisation and it is itself liable in the external relationship.

(10.2) Within the scope of its liability for damage within the meaning of paragraph (2.1), the supplier is also obliged to reimburse any expenses pursuant to Sections 683, 670 BGB and Sections 830, 840, 426 BGB arising from or in connection with a recall campaign carried out by us. We will inform the supplier of the content and scope of the recall measures to be carried out – insofar as this is possible and reasonable – and give it the opportunity to comment.

(10.3) The supplier undertakes to maintain product liability insurance with a minimum coverage of EUR 10,000,000 per claim. Wellma is entitled to request corresponding proof of insurance annually.

(10.4) The supplier undertakes, insofar as customarily available on the market, to maintain product recall cost insurance and to provide corresponding evidence upon request.

11. Intellectual Property Rights

(11.1) The supplier warrants that no rights of third parties within the Federal Republic of Germany are infringed in connection with its delivery.

(11.2) If a third party asserts claims against us in this respect, the supplier is obliged to indemnify us against these claims upon first written demand; we are not entitled to enter into any agreements with the third party – without the supplier's consent – in particular to conclude a settlement.

(11.3) The supplier's indemnification obligation extends to all expenses necessarily incurred by us arising from or in connection with claims asserted by a third party.

(11.4) The limitation period is ten years, calculated from the conclusion of the contract.

12. Retention of Title, Provided Materials, Tools and Confidentiality

(12.1) If we provide raw materials, materials or other parts, we retain ownership thereof. Processing or transformation by the supplier is carried out on our behalf. If our reserved goods are processed with other items not belonging to us, we acquire co-ownership of the new item in the ratio of the value of our item (purchase price plus VAT) to the other processed items at the time of processing.

(12.2) In the case of a mixing process in which the raw materials, materials or other parts provided by us are mixed with other items not belonging to us, we acquire co-ownership of the new item in the ratio of the value of the reserved item (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing process takes place in such a way that the resulting item is regarded by the supplier as the main item, it is deemed agreed that the supplier transfers proportional co-ownership to us; the supplier holds sole ownership or co-ownership in safe custody for us.

(12.3) We retain ownership of the machines and tools provided by us. Unless otherwise agreed in writing, the supplier is obliged to use the machines and tools exclusively for the manufacture of the goods ordered by us. All machines and tools provided must be insured by the supplier at its own expense against fire, water and theft damage at replacement value. At the same time, our supplier hereby assigns to us all compensation claims under this insurance; we hereby accept the assignment. The supplier is obliged to carry out any necessary maintenance and inspection work on our tools as well as all servicing and repair work at its own expense and in good time. It must notify us immediately of any malfunctions; if it culpably fails to do so, claims for damages remain unaffected.

(12.4) The supplier is obliged to keep strictly confidential all illustrations, drawings, calculations, other documents and information received. They may only be disclosed to third parties with our express consent. The confidentiality obligation shall also apply after completion of this contract. It shall expire if and to the extent that the manufacturing knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known.

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(12.5) Insofar as the security rights to which we are entitled pursuant to paragraph (1) and/or paragraph (2) exceed the purchase price of all reserved goods not yet paid for by us by more than 10 %, Wellma is obliged, at the supplier's request, to release security rights at our discretion.

13. Place of Jurisdiction and Place of Performance

(13.1) The place of jurisdiction is Wellma's registered office, provided the supplier qualifies as a merchant (Kaufmann). In addition, we are entitled to sue the supplier at the court of its place of residence.

(13.2) The place of performance is Wellma's registered office, unless otherwise stated in the purchase order.

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