

WHOLESALE TERMS AND CONDITIONS

1. GENERAL

1.1 All contracts for the sale of New Orchard ® products (the **Goods**) made between The New Orchard GmbH (**New Orchard**) and a retailer (**Buyer**) shall be made subject to these General Conditions (each agreement for sale and delivery being a separate **Contract**). No other terms or conditions delivered with or contained in the Buyer's purchase order or any other document shall form part of any Contract between the parties for the sale of Goods unless explicitly accepted in writing by New Orchard.

1.2 Nothing in these General Conditions obligates:

1.2.1 New orchard to sell any Goods to the Buyer or continue supplying Goods to the Buyer for any period of time; or restricts New Orchard from selling any Goods to third parties regardless of their proximity to the Buyer;

1.2.2 the Buyer to resell Goods at any particular price notwithstanding any recommended price suggested by New Orchard.

1.3 Nothing contained herein may be construed as to create a partnership, joint venture, or franchising relationship between New Orchard and the Buyer. The Buyer agrees to notify New Orchard in the event of a sale of the stock or other ownership interests of the Buyer or a sale of more than 50% of the assets of the Buyer.

2. ORDERS

2.1 Each agreement for sale and delivery will be deemed to be a separate Contract. Contracts shall be concluded for a term of twelve (12) months (the "Term"). The Term starts on the date of New Orchards' confirmation of Buyer's first order and shall continue for 12 months thereafter. The Term shall be automatically renewed for twelve (12) months unless terminated by New Orchard or Buyer upon two (2) months' written notice. The Buyer acknowledges and agrees that nothing contained herein may be construed as to create a contract for an indefinite time in any form whatsoever.

2.2 Subject to the cancellation rights in Clause 7.1, delay in delivery or the failure to effect delivery for any reason does not render the Contract subject to cancellation or entitle the Buyer to any damages however arising.

2.3 New Orchard may cancel all or part of any order. If New Orchard does so, it will use reasonable efforts to inform the Buyer about the cancellation but otherwise will

not be liable to the Buyer as a result of the cancellation. In particular, New Orchard may cancel all or part of any orders not delivered within 12 weeks of the stipulated delivery date.

2.4 The completion or submission of an order for the Goods does not constitute acceptance of the order by New Orchard. New Orchard may accept the order in whole or in part, in its sole discretion via an order confirmation.

2.5 By placing an order for the Goods, the Buyer shall be deemed to accept these General Conditions (as they may be amended from time to time) notwithstanding that the Buyer may have given notice to New Orchard of its own general terms and conditions of trading or any other terms or conditions which purport to amend, vary or otherwise deviate from these Conditions. Any such terms and conditions of the Buyer shall be inapplicable unless expressly agreed in writing by the Patagonia's authorized representative. New Orchard reserves the right to unilaterally amend these General Conditions in accordance with Clause 13.3