General Terms and Conditions (GTC) for Partner Companies of the Mercanto B2B Network

Valid as of 03/2025

The German-language version shall prevail. Any liability for translations is excluded.

I. Scope of Application

1.) These terms of use govern the relationship between the partner company and Mercanto AG, CHE-428.310.627, Hasenmoosstrasse 31, 6023 Rothenburg (hereinafter "Mercanto") with regard to the partner company's use of the Mercanto B2B network (hereinafter referred to as the "Mercanto Platform").

2.) The Mercanto Platform is an online platform operated at my.mercanto.ch through which customers of Mercanto partner companies (hereinafter referred to as "Partner Companies") may obtain services from such Partner Companies. The Partner Company may offer services via Mercanto that can be used by customers of the Partner Companies with the aid of the Mercanto Platform. In this context, Mercanto provides the Mercanto Platform as a technical infrastructure for the initiation and conclusion of contracts between the Partner Company and customers.

3.) Mercanto is merely the provider of the Mercanto Platform as a technical infrastructure enabling, in particular, product and service offerings by Partner Companies, customer orders with Partner Companies, and communication between Partner Companies and customers. Mercanto is not involved in any way in the individual contractual relationships between Partner Companies and customers; such relationships exist exclusively between the Partner Company and the customer.

4.) Any GTC or other contractual terms of the Partner Company, or any other terms deviating from these terms of use, shall be deemed excluded unless their applicability has been confirmed in writing by Mercanto.

II. Contracting Parties and Contract Territory

5.) Use of the Mercanto Platform is exclusively available to Partner Companies from Switzerland and Liechtenstein.

III. Partner Account

6.) Use of the Mercanto Platform requires that the Partner Company is registered at my.mercanto.ch and that a Partner Account exists. The current scope of the Partner Account functionality ("Partner Cockpit") as well as information and support resources, videos, instructions, etc. are available at my.mercanto.ch.

7.) The Partner Company is obliged to provide truthful information regarding the Partner Account and the individual user accounts created within the Partner Account, and to keep all access data confidential and not make it accessible to unauthorized third parties. The Partner Company confirms that all users who submit declarations via the Partner Account or individual user accounts are in fact authorized to legally bind the Partner Company. As a rule, the Partner Company shall be liable to Mercanto and/or customers for all actions performed using the Partner Account or user accounts linked to the Partner Account.

8.) Mercanto reserves the right to block the Partner Account or individual user accounts at any time and without stating reasons if the Partner Company has obtained access to the Mercanto Platform by providing false information, if the Partner Company violates these terms of use or other agreements between Mercanto and the Partner Company, or if such blocking is necessary to safeguard the security, integrity and reliability of Mercanto's IT infrastructure.

9.) The Partner Company is obliged to contact and inform Mercanto immediately if there is reason to believe that the Partner Account or individual user accounts are or have been misused by unauthorized third parties.

IV. Operation of the Mercanto Platform

10.) The Mercanto Platform is made available to the Partner Company in accordance with the functionality described at my.mercanto.ch and in accordance with the contractual agreements. Mercanto is entitled to restrict, block or discontinue the operation of the Mercanto Platform at any time, with or without prior notice, in whole or in part, for all Partner Companies or customers or individual Partner Companies or customers, temporarily or permanently. In particular, Mercanto is entitled to temporarily or permanently restrict or discontinue the Mercanto Platform vis-à-vis the Partner Company insofar as this is necessary for reasons of public security, security and maintenance of Mercanto's IT and communications infrastructure, data protection, combating the spread of malicious software, combating attacks on Mercanto's IT and communications infrastructure such as hacker attacks or DDoS attacks, or for the performance of operational or technically necessary work (such as upgrades, updates, etc.).

V. Service Offering on the Mercanto Platform

11.) The Partner Company may publish its service offering on the Mercanto Platform, i.e. its goods and services, their descriptions, prices and other information, in accordance with the technical framework conditions and interfaces published by Mercanto. The current scope of the Mercanto Platform functionality as well as any additional options is also available at my.mercanto.ch.

12.) Mercanto assumes no responsibility, warranty or guarantee whatsoever for the service offering published on the Mercanto Platform. All product specifications (product descriptions, images and other information) are the sole responsibility of the Partner Company. The Partner Company warrants to Mercanto that all information provided by the Partner Company on the Mercanto Platform is correct, complete and up to date at all times and complies with all applicable legal provisions – in particular food law requirements. If the service offering or individual elements thereof do not formally comply with Mercanto's requirements, Mercanto is also free to take technical measures preventing the publication and display of such non-compliant service offerings or to hide such service offerings.

The Partner Company acknowledges that Mercanto is not involved in any way in the individual contractual relationships between the Partner Company and its customers; such relationships exist exclusively between the Partner Company and its customers. Contract conclusion and contract performance are

carried out in accordance with the agreements made between the Partner Company and its customers. The Partner Company shall refrain from creating, vis-à-vis its customers, the impression in any way that Mercanto is involved in the contractual relationship between the Partner Company and its customers. All details regarding contract conclusion and contract performance (delivery, warranty and notice of defects, payment terms, delivery periods, inspection obligations, any return or withdrawal rights) must be governed directly between the Partner Company and its customers.

VI. Conclusion of Contract

13.) The customer selects the desired services from the offering and adds them to the shopping cart. The customer may also choose whether the order is a one-time order or an order with periodic deliveries and may define the delivery intervals accordingly. Until submitting the order, the customer has the option to change the contents of the shopping cart or to empty it in whole or in part, in particular in order to correct any input errors. By clicking the [Order] button, the customer orders the services contained in the shopping cart and thereby submits a binding offer to the Partner Company to conclude a contract. At the same time, the customer acknowledges Mercanto's GTC as well as any additional agreements.

14.) Via the Mercanto Platform, receipt of the order is confirmed immediately by means of an automatically generated email. However, this receipt confirmation does not yet constitute acceptance of the offer by Mercanto or the Partner Company.

15.) The contract is concluded only upon delivery of an order confirmation, a shipping confirmation, or upon delivery of the ordered goods or provision of the service by the Partner Company.

VII. Availability and Support

16.) Mercanto monitors the functionality of the Mercanto Platform using suitable means and remedies errors that occur to the extent technically possible and within the available resources. An error exists in this context if the Mercanto Platform does not fulfill the functionalities mentioned in section III.6 of these terms of use or otherwise does not operate in accordance with specifications, such that use of the Mercanto Platform is impossible or significantly restricted. Mercanto shall provide the Partner Company with the information and support resources pursuant to section III.6 above.

17.) Unless otherwise contractually agreed, the Partner Company has no entitlement to specific standby, response or fault rectification times, and all support services provided by Mercanto are rendered solely on a "best effort" basis, i.e. within the operational and personnel resources available to Mercanto at the time of the Partner Company's request. Error reports must be submitted via the communication channels stored in the Partner Cockpit or defined in the usage agreement.

18.) If, under these terms of use, Mercanto is not responsible for remedying a disruption but the Partner Company nevertheless requests Mercanto to remedy it, Mercanto may invoice the Partner Company for the costs incurred in this connection.

19.) Mercanto is entitled to temporarily restrict or suspend the availability of the Mercanto Platform or parts thereof insofar as this is necessary for important reasons, in particular for reasons of data security, such as for example:

- safeguarding public security
- security and maintenance of the operation of Mercanto's communication networks
- safeguarding data protection and data security
- combating the spread of malicious software
- combating attacks on Mercanto's infrastructure (such as hacker attacks or DDoS attacks)

Where possible, Mercanto will also inform the Partner Company in advance about maintenance windows and promptly about interruptions for which third parties and the Partner Company are responsible, as well as interruptions due to circumstances outside the provider's sphere of influence. The Partner Company shall have no claims against Mercanto arising from restrictions to the availability of the Mercanto Platform based on these provisions.

VIII. General Cooperation Obligations and Further Obligations of the Partner Company

20.) The Partner Company shall properly and timely implement and/or provide all technical, operational and personnel requirements necessary for using the Mercanto Platform as well as the necessary information and decisions required for such use.

21.) The Partner Company shall immediately report all disruptions of the Mercanto Platform to Mercanto via the communication channels published in the Partner Cockpit. Within what is reasonable, the Partner Company shall support Mercanto in identifying and analyzing disruptions.

22.) Use of the Mercanto Platform is permitted only as intended and only within the scope of applicable law and these agreements between the parties. The Partner Company warrants that it will not commit any legal violations in connection with use of the Mercanto Platform. The Partner Company warrants that it will not make any improper, non-contractual or unlawful use of the Mercanto Platform. The Partner Company shall be solely liable and fully indemnify Mercanto for legal violations committed by it, its employees, auxiliaries or third parties engaged by it.

23.) The Partner Company is solely responsible for entering and maintaining the data and information required for using the Mercanto Platform or processed via the Mercanto Platform. In particular, the Partner Company is solely responsible for the scope of services offered to each customer and under which conditions. The Partner Company also bears sole responsibility for the content, quality and accuracy of the information it publishes on the Mercanto Platform and/or processes via the Mercanto Platform. In this context, the Partner Company warrants that such content and information do not directly or indirectly infringe third-party rights.

24.) It is the sole responsibility of the Partner Company to enter into an agreement with its customers regarding the permissible use of the information on the service offering (e.g. item master data) published by the Partner Company on the Mercanto Platform.

25.) The Partner Company undertakes to respect Mercanto's GTC in the version currently in force (available at www.mercanto.ch) and to design any additional own GTC and/or ordering or delivery terms in such a way that they do not conflict with Mercanto's GTC.

26.) If the Partner Company violates the above obligations or any additional obligations set out in these terms of use, it shall fully compensate and/or reimburse Mercanto for any additional effort and all damages resulting therefrom. In such a case, Mercanto is also entitled to restrict or discontinue the Partner Company's use of the Mercanto Platform for the duration of violations of this section VIII and any additional obligations set out.

IX. Remuneration and Payment Terms

27.) Depending on the scope of functionalities used on the Mercanto Platform, the Partner Company shall owe Mercanto remuneration in accordance with the usage agreement.

28.) Recurring or volume-dependent remuneration shall be settled and invoiced in accordance with the individual agreements in the usage agreement and/or on a monthly basis. Mercanto invoices are payable within 30 days. Upon expiry of the payment deadline, the Partner Company is in default without the need for a reminder.

29.) If volume-dependent remuneration is based on data processed via the Mercanto Platform, the billing bases applied by Mercanto shall be deemed acknowledged and accepted by the Partner Company unless it objects to the billing within 5 days of receipt of the respective invoice. If the review of the records regarding volume-dependent use carried out following an objection shows no discrepancies, the billing shall be deemed correct.

X. Data Protection

30.) Mercanto processes data of the Partner Company as well as of employees of the Partner Company in the course of providing services in connection with the handling of contracts via the Mercanto Platform. The Partner Company undertakes to inform its employees in an appropriate manner about data processing on the Mercanto Platform in accordance with the data protection provisions available at www.mercanto.ch/de/datenschutzerklaerung in their respective current version.

31.) The data of contracts processed via the Mercanto Platform between the Partner Company and customers (services, quantities, prices, discounts, delivery terms, etc.) as well as the information provided by the Partner Company regarding the services offered by the Partner Company on the Mercanto Platform are generally processed exclusively by Mercanto. If third parties are involved for contract performance, such third parties are also entitled to process this information and in particular personal data insofar as necessary for contract performance.

32.) The Partner Company acknowledges that order and other data relating to customers' usage behavior on the Mercanto Platform are stored and evaluated by Mercanto insofar as this serves the fulfillment of the contractual purpose, consulting of the Partner Company, and the improvement of the performance and user-friendliness of the Mercanto Platform and Mercanto's other services vis-à-vis the Partner Company. In this respect, the Partner Company warrants that it will take the necessary legal measures so that – where required – customers are informed accordingly and, if necessary, consents are obtained. Mercanto may also use the collected data in aggregated, pseudonymized or anonymized form that does not allow any conclusions to be drawn about the identities of individual customers, for consulting Partner Companies and prospects interested in Mercanto's services (e.g. as part of benchmarking tools or similar), for self-promotion and for market research for its own purposes.

33.) If Mercanto engages third parties for contract performance and/or commissions them to process data, such third parties may use the information and in particular personal data only within the scope of the mandate granted by Mercanto and not for their own purposes. Mercanto shall ensure that such third parties also comply with the rules on processing on behalf set out in Chapter XI below.

34.) If the Partner Company processes personal data via the Mercanto Platform, Mercanto – in its role as infrastructure provider and operator of the Mercanto Platform – shall be deemed a processor. The provisions in Chapter XI below shall apply in this respect.

35.) Otherwise, the data protection provisions available at www.mercanto.ch/de/datenschutzerklaerung in their respective current version shall apply.

XI. Processing on Behalf

36.) In its role as processor, Mercanto warrants to the Partner Company that:

- personal data are processed exclusively within the scope of the agreements made with the Partner Company, the applicable legal requirements and/or in compliance with any additional instructions issued by the Partner Company;
- if Mercanto is required to process data contrary to the Partner Company's instructions due to a legal provision, the Partner Company will be informed of such legal requirements prior to processing unless the legal provision itself prohibits such information;
- data will be rectified, deleted or blocked only if explicitly instructed by the Partner Company and – subject to a corresponding legal or regulatory obligation – no personal data will be disclosed to third parties unless they are involved in contract performance;
- any breach of data protection regulations or of the contractual agreements and/or instructions will be communicated as quickly as possible and the Partner Company will be informed about the nature of the breach, the data affected, the likely consequences and the measures taken;
- Mercanto's employees are familiar with the data protection provisions relevant to them;
- upon the Partner Company's express request, Mercanto will support the Partner Company for a fee in fulfilling its legal obligations towards data subjects and in fulfilling other data protection obligations (e.g. creation and updating of the record of processing activities, data protection impact assessment, etc.);
- Mercanto implements technical and organizational measures that are economically reasonable to ensure appropriate protection of customer data and adjusts such measures without consultation with the customer only if at least the security level of the existing measures is maintained and the adjustments are not material;
- the Partner Company can verify compliance with data protection regulations and the contractual agreements to the extent required;
- Mercanto contractually ensures that the agreed provisions also apply to sub-processors.

37.) Instructions may be issued in writing (letter, email) or – in urgent cases – orally. In the case of oral instructions, they must be confirmed in writing by the Partner Company as soon as possible. Mercanto may inform the customer if, in Mercanto's view, an instruction is not compliant with data protection regulations.

38.) The Partner Company is responsible for ensuring that the technical and organizational measures implemented by Mercanto provide an appropriate level of protection for the risks associated with the data to be processed.

39.) On-site verification of compliance at Mercanto is possible provided it is carried out during normal business hours, without disrupting operations, following prior notification and taking into account an appropriate lead time of at least 5 working days. Mercanto may make the exercise of audit rights dependent on the prior signing of a confidentiality agreement regarding other customers' data and Mercanto's applied technical and organizational measures. If a third party is to carry out the audit on behalf of the Partner Company, Mercanto may reject such third party for important reasons (in particular where a competitive relationship exists). The costs incurred in connection with such audits, including Mercanto's related expenses, shall in any event be borne by the Partner Company.

40.) A control or audit report prepared by a third party is equivalent to an audit by the Partner Company or by a third party commissioned by it. In this regard, a copy may be provided to the Partner Company free of charge, in which case the Partner Company's audit rights shall lapse.

XII. Copyright and Usage Rights

41.) Ownership, industrial property rights, in particular the copyrights relating to the Mercanto Platform, as well as trademarks and all other rights to the Mercanto Platform are exclusively vested in Mercanto. The Partner Company shall have only those rights to use the Mercanto Platform that are expressly granted under this contract. The Partner Company is entitled to use the functionalities of the Mercanto Platform offered from time to time in accordance with the individual agreement between Mercanto and the Partner Company. Use by third parties, in the sense of making the Mercanto Platform available by the Partner Company free of charge or for a fee, is not permitted. In particular, the Partner Company is not entitled to transfer and/or sublicense parts of the Mercanto Platform or the Mercanto Platform as a whole. The customer may also not, contrary to the contractual agreements, the functional and service scope and the documentation, edit, modify or independently copy the Mercanto Platform or parts thereof without Mercanto's consent, nor further develop, sell, resell, distribute or otherwise exploit it.

XIII. Liability and Warranty for the Operation of the Mercanto Platform

42.) Mercanto can neither guarantee fault-free nor uninterrupted use of the Mercanto Platform. Likewise, despite appropriate security measures, Mercanto cannot guarantee absolute security or integrity of the data processed via the Mercanto Platform.

43.) Mercanto excludes any liability for damages of any kind arising from the use of the Mercanto Platform (or from the inability to use it). In particular, Mercanto shall not be liable for damages caused by errors or disruptions of telecommunications facilities and networks, transmission errors, technical defects, interruptions, unlawful interventions by third parties, or capacity bottlenecks and other deficiencies on the part of providers of telecommunications services or networks. Reserved solely is Mercanto's liability for damages caused intentionally or by gross negligence on its part (excluding liability for auxiliary persons).

44.) The Partner Company shall indemnify Mercanto against all claims asserted by third parties against Mercanto arising from the Partner Company's use of the Mercanto Platform. The Partner Company shall likewise indemnify Mercanto against all own claims and claims of third parties based on contractual relationships concluded with customers via the Mercanto Platform.

XIV. Term and Termination

45.) The contract between Mercanto and the Partner Company for use of the Mercanto Platform begins upon signature of the contract by both parties, but at the latest upon commencement of the Partner Company's use of the Mercanto Platform.

46.) The termination modalities are governed by the contract. Termination does not affect remuneration owed to Mercanto for contracts initiated with customers prior to termination and subsequently concluded. For important reasons rendering continuation of the contract objectively unreasonable, either party may terminate the contract with immediate effect without notice. If the contractual relationship is terminated pursuant to this provision, the Partner Company shall fully compensate Mercanto for services already rendered up to the time of termination for cause. In the event of termination for cause, the Partner Company shall also have no right to a refund of remuneration already paid. Important cause exists in particular if:

- bankruptcy or composition proceedings are opened over a party, a party becomes insolvent, or a party is liquidated outside bankruptcy or composition proceedings;
- a party commits a breach of contract and fails to remedy such breach despite a written request by the other party to remedy the breach within a reasonable period.

47.) Termination must be made in writing by letter and is valid only when received by the other party. Proof of receipt shall be the responsibility of the terminating party.

XV. Final Provisions

48.) Mercanto reserves the right to amend these terms of use as well as the appendices and additional information referenced therein in order, for example, to comply with amended legal provisions or requirements or to reflect changed technical or economic conditions. Any changes to the terms of use will be communicated to the Partner Company on the Mercanto Platform. By continuing to use the Mercanto Platform after notification of the amended terms of use, the Partner Company expressly acknowledges and accepts them.

49.) Should individual provisions of these terms of use be or become wholly or partially invalid or lose their legal validity at a later date, or should regulatory gaps exist, this shall not affect the validity of the remaining provisions of these terms of use. In such a case, the invalid or missing provisions shall be replaced or supplemented by provisions that come as close as possible to the original economic and legal purpose of these terms of use.

50.) These terms of use and the use of the Mercanto Platform are governed exclusively by Swiss law, to the exclusion of conflict-of-law provisions referring to foreign law under Swiss private international law (PILA) or international treaties, with the registered office of Mercanto AG as the exclusive place of jurisdiction.

Rothenburg 2025.