



HENGSTENBERG GMBH & CO. KG  
Mettinger Str. 109 D-73728 Esslingen

## **General Terms and Conditions of Purchase (GTCP)**

Status 10.03.2023

### **1. Scope**

- 1.1 The following General Terms and Conditions of Purchase (hereinafter: GTCP) shall apply to all contracts between Hengstenberg GmbH & Co KG (hereinafter: Hengstenberg) and its suppliers and service providers (hereinafter: Supplier), insofar as the Supplier is an entrepreneur within the meaning of § 14 BGB (German Civil Code), a legal entity under public law or a special fund under public law. The following GTCP do not apply to consumers within the meaning of § 13 BGB.
- 1.2 These GTCP shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the supplier shall only become part of the contract if and to the extent that Hengstenberg has expressly consented to their application in writing. This requirement of consent shall apply in any case, for example even if Hengstenberg accepts the supplier's deliveries or services without reservation in the knowledge of the supplier's general terms and conditions.
- 1.3 Individual agreements made with the supplier in individual cases (including supply contracts, framework agreements, general provisions and specifications to the coal contract, ancillary agreements, supplements and amendments) shall in any case take precedence over these GTCP. Subject to proof to the contrary, a written contract or the written confirmation of Hengstenberg shall be decisive for the content of such agreements.
- 1.4 Legally relevant declarations and notifications of the supplier with regard to the contract (e.g. setting of a deadline, reminder, withdrawal) shall be made in writing, i.e. in written or text form (e.g. e-mail). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the person making the declaration, shall remain unaffected.
- 1.5 References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTCP.

### **2. Orders and order confirmations**

- 2.1 Notwithstanding any offers made by the supplier, contracts shall always be concluded with the contents of Hengstenberg's written orders. Oral or telephone orders as well as supplements, amendments or deviations of any kind shall only become binding for Hengstenberg if Hengstenberg confirms them in writing. Quotations and sampling are free of charge, visits or the preparation of quotations and projects are not remunerated.
- 2.2 The supplier shall expressly point out in writing or in text form any dangers and environmental hazards or the possible infringement of third party rights associated with the delivered goods or the provision of the agreed service, as well as any need for special treatment of the goods (in particular for storage), in its offer and, in the event of new knowledge on the part of the supplier after the offer has been made, immediately after becoming aware of this.
- 2.3 Hengstenberg's order shall be deemed binding at the earliest upon written submission or confirmation. The supplier shall notify Hengstenberg of any obvious errors (e.g. spelling and calculation errors) and incompleteness of the order including the order documents for the purpose of correction or completion prior to acceptance; otherwise the contract shall be deemed not to have been concluded.
- 2.4 The supplier is required to confirm Hengstenberg's order in writing within a period of five days or to execute it without reservation, in particular by dispatching the goods (acceptance). A delayed acceptance is deemed to be a new offer and requires acceptance by Hengstenberg. Deviations from Hengstenberg's orders must be clearly highlighted in the supplier's confirmation and, moreover, are only valid if Hengstenberg expressly accepts them in writing; the



unconditional acceptance of goods is not deemed to be such acceptance. If the order confirmation is not received within the time limit, but the supplier delivers within the time limit, the contract shall be concluded with the inclusion of these GTCP. By accepting Hengstenberg's order, the supplier guarantees its professional execution.

- 2.5 Within the scope of application of the AgrarOLkG, Hengstenberg and the supplier shall be obliged to inform each other in the contract negotiations to which level of the table of Section 10 para. 1 sentence 1 AgrarOLkG the respective annual turnover is to be allocated or, if the requirements of Section 10 para. 1 sentence 2 1st HS AgrarOLkG are fulfilled, how high their respective annual turnover is.
- 2.6 In the case of delivery periods exceeding four months, Hengstenberg may request changes to the delivery item even after conclusion of the contract, provided that this is reasonable for the supplier. In the case of changes of this kind, the effects shall be reasonably taken into account by both parties, in particular with regard to additional or reduced costs as well as delivery dates.

### **3 Prices, shipping, packaging**

- 3.1 Unless otherwise expressly agreed, agreed prices are fixed prices and include all costs for packaging and transport to the agreed place of receipt or dispatch (delivery DDP - Incoterms 2020), and for customs formalities and customs duty. The supplier is only entitled to increase prices if this is expressly agreed in the contract. Hengstenberg does not recognise price escalation clauses unless they are expressly regulated in a separate contract between the parties.
- 3.2 The legally regulated value added tax is included in the price unless it has been expressly designated and agreed as a net price.
- 3.3 Each delivery must be notified to Hengstenberg immediately after execution by means of a dispatch note in text form, precisely broken down according to type, quantity and weight. Dispatch notes, waybills, invoices and all correspondence must contain Hengstenberg's order number.
- 3.4 The supplier is obliged to check call-offs and orders with regard to freight and handling and to give us suggestions for optimisation.
- 3.5 Shipment shall be at the risk of the supplier. The goods shall be packed in such a way that transport damage is avoided. Packaging materials shall only be used to the extent necessary to achieve this purpose. Only environmentally friendly packaging materials may be used. If packaging is invoiced separately to Hengstenberg by way of exception on the basis of a corresponding agreement, Hengstenberg shall be entitled to return packaging which is in good condition to the supplier carriage paid against payment of 2/3 of the value resulting from the invoice for such packaging. The obligation to take back packaging is governed by the statutory provisions.
- 3.6 Within the scope of application of the AgrarOLkG, Hengstenberg shall make payment of the agreed price to the supplier within the following periods at the latest: for perishable agricultural, fishery or food products within 30 days after delivery and for other agricultural, fishery or food products within 60 days after delivery. If a regular delivery has been agreed, the period of this sentence 1 of this clause 3.6 shall commence upon expiry of the agreed delivery period, but no later than one month after the first delivery. Hengstenberg and the supplier may agree that, in derogation thereof, the date of receipt of an invoice or equivalent payment schedule shall take the place of the date of delivery or the expiry of the delivery period.

### **4. Invoicing and payment**

- 4.1 Invoices shall be submitted to us separately in duplicate with all associated documents and data in proper form after delivery has been made. In order for the invoices to be processed by Hengstenberg, they must bear the order number shown in the order, be verifiable and comply with the requirements of § 14 UStG (German Turnover Tax Act). If these details are missing, Hengstenberg shall be entitled to refuse payment. Furthermore, the prerequisites for the due date of the invoice are the complete receipt of the goods unless partial deliveries have been expressly agreed and that the goods are free from material defects and defects of title. Payments shall be made in the customary manner.



- 4.2 Payments by Hengstenberg shall not be deemed to constitute acceptance or waiver of any rights in respect of defects and shall not constitute any acknowledgement of performance in accordance with the contract.
- 4.3 Agreed discounts are also permissible if Hengstenberg exercises a right of set-off. In the event of acceptance of premature delivery and/or performance, the due date for payment shall be based on the originally agreed delivery date, unless otherwise agreed.
- 4.4 Insofar as certificates on material tests or goods standards or purchase by sample have been agreed, they shall form an integral part of the contract and the delivery. The requested documents shall be sent to Hengstenberg together with the invoice. However, they must be received by us no later than 10 days after receipt of the invoice. The payment period for invoices shall commence upon receipt of the agreed certificates. In the event of defective delivery, we shall be entitled to withhold payment pro rata to the value until proper performance.
- 4.5 If advance payments have been agreed, they shall not be due until the supplier has provided Hengstenberg with a directly enforceable guarantee from a German bank or savings bank securing the advance payment.
- 4.6 The supplier shall only be entitled to rights of retention and set-off against claims of Hengstenberg in respect of such claims which have been acknowledged by Hengstenberg or which have been finally determined by a court of law.
- 4.7 The assignment of claims against Hengstenberg by the supplier requires the prior consent of Hengstenberg, unless they are monetary claims in commercial transactions (§ 354a HGB).

## **5 Delivery dates, delay in delivery**

- 5.1 The agreed delivery and/or service dates and deadlines must be complied with in a binding manner. In the case of an agreed obligation to deliver, the receipt of goods at Hengstenberg or at the agreed place of delivery shall count towards compliance.
- 5.2 The supplier is obliged to inform Hengstenberg immediately in text form, stating the reasons and the expected duration, if circumstances occur or become apparent to the supplier which indicate that agreed delivery or performance dates cannot be met. This also applies if the supplier is not responsible for the delays in delivery. In the event of a culpable breach of this obligation, Hengstenberg shall be entitled to compensation from the supplier for the resulting damage.
- 5.3 In the event of earlier delivery or performance than agreed, Hengstenberg reserves the right to return the goods at the supplier's expense or to refuse performance. If no return is made in the case of early delivery, the goods shall be stored at the supplier's risk and expense until the agreed delivery date.
- 5.4 Partial deliveries or services by the supplier are only permissible after express agreement with Hengstenberg. In the case of agreed partial deliveries, the remaining quantity is to be clearly listed.
- 5.5 In the event of default, the statutory provisions shall apply. In the event of default, Hengstenberg shall furthermore be entitled, after prior written warning to the supplier, to demand a contractual penalty in the amount of 0.5% of the net remuneration of the delayed delivery or service per completed week of default, but not more than a total of 5% of the net remuneration of the delayed delivery or service. The supplier reserves the right to prove that no damage at all or only significantly less damage has been incurred.
- 5.6 The acceptance of the delayed delivery does not include a waiver of claims for damages and a contractual penalty agreed in favour of Hengstenberg.
- 5.7 The supplier may only invoke a breach of a duty to cooperate by Hengstenberg, in particular the absence of documents, if the supplier has previously sent a reminder in writing or if Hengstenberg has not provided such documents within a reasonable period of time.

## **6 Warranties**

- 6.1 The supplier guarantees that the delivered goods comply with all German food law regulations and fulfil all provisions of European food law as well as any applicable regulations of the World Health Organisation (WHO). The supplier further guarantees that all deliveries and services comply with the latest state of the art, the relevant legal provisions and the regulations and



guidelines of authorities, professional associations and trade associations. The specifications laid down shall be deemed to be contractually assured and guaranteed properties of the delivery.

- 6.2 The supplier is obliged to use environmentally friendly products and processes in its deliveries within the scope of economic and technical possibilities. The supplier shall be liable for the environmental compatibility of the products and packaging materials supplied and for any damage caused by the violation of the statutory disposal obligations.
- 6.3 The statutory provisions (§§ 377, 381 HGB) shall apply to the commercial duty to inspect and give notice of defects with the following proviso: Hengstenberg's duty to inspect shall be limited to defects which become apparent during the incoming goods inspection under external appraisal including the delivery documents (e.g. transport damage, wrong delivery and short delivery) or which are recognisable during Hengstenberg's quality control in the random sampling procedure. Insofar as acceptance has been agreed, there is no obligation to inspect. In all other respects, it shall depend on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Hengstenberg's obligation to give notice of defects discovered later remains unaffected. Notwithstanding Hengstenberg's duty to inspect, Hengstenberg's notice of defects shall be deemed to have been given without undue delay and in good time if it is sent within eight working days of discovery or, in the case of obvious defects, of delivery.
- 6.4 Without prejudice to Hengstenberg's statutory rights and the provisions of Clause 6.3, the following shall apply: If the supplier fails to meet its obligation of subsequent performance - at Hengstenberg's option by remedying the defect (subsequent improvement) or by delivering a defect-free item (replacement delivery) - within a reasonable period of time set by Hengstenberg, Hengstenberg may remedy the defect itself and demand reimbursement from the supplier of the expenses required for this purpose or a corresponding advance payment. If the subsequent performance by the supplier has failed or is unreasonable for Hengstenberg (in particular due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), no deadline need be set; Hengstenberg shall inform the supplier of such circumstances without undue delay, if possible in advance.

Otherwise, in the event of a material defect or defect of title, Hengstenberg shall be entitled to reduce the purchase price or to rescind the contract in accordance with the statutory provisions. In addition, Hengstenberg is entitled to claim damages and reimbursement of expenses in accordance with the statutory provisions.

- 6.5 Warranty claims of Hengstenberg shall become statute-barred in accordance with the statutory provisions, but no earlier than the expiry of the best-before date of the products manufactured by Hengstenberg from the delivered goods. The limitation period begins with the handover of the delivered goods to Hengstenberg at the agreed place of receipt. In the case of devices, machines and plants, the warranty period shall commence on the acceptance date.

## **7. Product liability**

- 7.1 If a claim is made against Hengstenberg due to the violation of official safety regulations or due to domestic or foreign product liability regulations or product liability laws because of a defectiveness of a product which is attributable to the supplier's goods, Hengstenberg shall be entitled to claim compensation for the resulting damage. In this case, any expenses resulting from or in connection with a recall action carried out by Hengstenberg shall also be reimbursed. Hengstenberg will inform the supplier about the content and scope of the recall measures to be carried out - to the extent possible and reasonable.
- 7.2 With regard to the goods, the supplier guarantees proper and complete controls in the course of production. He is obliged to ensure that these comply with the respectively valid legal situation as well as the current state of the art, taking into account the product-specific special requirements of the food industry. In addition to compliance with the relevant food law regulations, the supplier must ensure, without prejudice to further obligations, that production and storage-specific requirements are met in accordance with the purpose of use of the goods made known to him or recognisable to him. The supplier agrees to conclude a corresponding quality assurance agreement with Hengstenberg. Furthermore, the supplier undertakes to insure all risks arising from product liability to an appropriate amount and to prove this to Hengstenberg upon request.



- 7.3 The supplier warrants the marketability of the goods both in the country of production and in the respective sales markets made known to it by Hengstenberg before or at the time of conclusion of the contract. Insofar as the goods delivered by the supplier are mixed, combined and/or processed by Hengstenberg with other goods, the supplier warrants the usability and marketability both in relation to the manufacturing process and in relation to the end product, insofar as Hengstenberg notifies it in writing of the use prior to the conclusion of the contract. The supplier is obliged to inform Hengstenberg, without being asked, of any concerns regarding a corresponding use of the delivered goods with regard to the use of the goods in production. Any change in quantities and/or changes which constitute a deviation from the agreed specification or recipe and which could have an influence on the quality or its marketability of the goods which are the subject matter of the contract must be notified to Hengstenberg in text form at least ten weeks before the planned implementation. Corresponding changes always require the express consent of Hengstenberg, unless required by mandatory statutory provisions. The supplier remains responsible for the marketability of the goods in accordance with the specifications of these clauses even in the event of a change of recipe or packaging. The assertion of further claims on the part of Hengstenberg remains unaffected.
- 7.4 Prior to the start of production, the Supplier warrants, if ingredients or additives originate from third party suppliers, that it only uses ingredients or additives that unconditionally guarantee the marketability and health safety of their raw materials and that this fact is confirmed by corresponding certificates from accredited laboratories. The same applies to the supplier's deliveries of goods. Third-party suppliers shall be named to Hengstenberg upon request. The certificates for these third-party suppliers shall be presented to Hengstenberg upon request. The supplier warrants that it monitors its suppliers and continuously carries out an incoming goods inspection which at least meets the requirements customary in the industry.
- 7.5 The supplier of foodstuffs guarantees the continuous and complete traceability of the goods delivered by him in accordance with the respectively applicable legal provisions (in particular Regulation EC No. 178/2002 and the Foodstuffs and Feedstuffs Code (LFGB) or future regulations). In addition to the goods, the traceability also covers the ingredients, raw materials, additives and auxiliary materials etc. used for each product, the time of manufacture/production, the packaging materials and the course of the manufacturing process. In case of need (official complaint, customer complaint, etc.), the supplier is obliged to provide Hengstenberg with the necessary information without delay upon request with regard to certain requested goods. The assertion of further claims against the supplier remains unaffected by this.
- 7.6 The supplier of foodstuffs warrants that the goods delivered by it are not genetically modified foodstuffs or do not contain foodstuffs, additives or flavourings produced from genetically modified organisms in accordance with the relevant provisions (in particular Regulations (EC) No. 1829/2003 and (EC) No. 1830/2003 and future relevant regulations). The Supplier warrants in this respect that the goods are not subject to labelling requirements with regard to existing and future genetic engineering labelling requirements.
- 7.7 The Supplier warrants, inter alia, that the goods delivered by it are in compliance with the REACH Regulation and that with regard to the goods all obligations under this Regulation have been complied with, in particular that - to the extent required - all components of the goods have been and will be duly registered within the meaning of this Regulation. Furthermore, the Seller guarantees that the products do not contain any formulation components based on
- SVHC (Substances of Very High Concern)
  - vPvt / PBT (persistent, bioaccumulating toxic substances)
  - CMR (carcinogenic, mutagenic and reprotoxic substances)
  - substances on the current candidate list for Annex XIV.
- 7.8 In the case of goods whose labelling shows or must show shelf-life-related date information (best-before date, use-by date, etc.), the remaining shelf life, i.e. the time available to Hengstenberg for processing and/or marketing the goods, calculated from the day following receipt of the goods, must be at least eighty percent of the total shelf life (span between production and the date indicated). Deliveries of goods which do not meet this requirement shall be deemed to be defective.
- 7.8 The supplier is obliged to provide Hengstenberg without delay and free of charge with any written documents and declarations such as certificates of origin, health certificates, clearance certificates, etc. which are necessary or expedient for any export of the goods to other countries within and/or outside Europe notified prior to the conclusion of the contract. The supplier





guarantees the authenticity and correctness of the contents of such certificates.

- 7.9 Insofar as the subject matter of the supplier's delivery is packaging material which Hengstenberg uses and deploys, the supplier warrants the unrestricted marketability and usability of the packaging material. In particular, the supplier warrants that this packaging material will not have any adverse effects on the packaged product.
- 7.10 If, due to actual or alleged health hazards, there is a public warning, in particular in the media, against purchasing and using products of a comparable type or with ingredients comparable in composition to the goods ordered by Hengstenberg from the supplier, Hengstenberg is entitled to cancel orders not yet delivered by the supplier to Hengstenberg and to return goods already delivered against reimbursement of the purchase price, insofar as, as a result of the suspected defect, there is a defect in the goods ordered or delivered. The right of cancellation must be exercised by Hengstenberg in writing vis-à-vis the supplier within one month of the first publication of the warning. Further claims remain unaffected by this.
- 7.11 The supplier warrants that the goods and materials supplied are true to sample and comply with the contractual agreements, in particular the quality and quantity specifications stated in the order as well as any specifications referred to.

## 8. Property rights

The agreed price shall cover the acquisition of the industrial property rights to the extent that their acquisition is necessary for us to freely use and resell the delivery item. If licences are necessary, the supplier shall procure them at his own expense. Hengstenberg may use inventions of the supplier in the performance of the contract free of charge. The supplier shall indemnify and hold Hengstenberg harmless in the event of infringement of third-party property rights in connection with the ordered delivery or service.

## 9. Compliance with the minimum wage for service provider contracts

The supplier undertakes vis-à-vis Hengstenberg to comply with the respective applicable regulations on the statutory minimum wage and to pay its employees who fall within the scope of the Minimum Wage Act at least the currently applicable statutory minimum wage. The supplier shall indemnify Hengstenberg against all claims resulting from minimum wage violations on the part of the supplier. This indemnity also includes minimum wage violations by subcontractors engaged by the supplier. The supplier shall immediately prove compliance with its obligations under the Minimum Wage Act at any time upon request by submitting the relevant documents. If the supplier culpably violates the obligation to pay the minimum wage, Hengstenberg shall be entitled to terminate the contract without notice.

## 10. Compliance and sustainability

- 10.1 Hengstenberg pursues a business policy that is oriented towards social, ethical and sustainable principles. The basis for this are the guidelines formulated in the BSCI as amended from time to time. As a business partner of Hengstenberg, the supplier confirms its support of and compliance with the principles of the BSCI. Furthermore, the supplier confirms the commitment to sustainable corporate governance.
- 10.2 In connection with the contractual relationship, the supplier is obliged to comply with the legal provisions applicable to it in each case. This applies in particular to anti-corruption and money laundering laws as well as antitrust, labour and environmental protection regulations.
- 10.3 If the supplier has demonstrably entered into an agreement which constitutes an inadmissible restriction of competition and leads to a claim for damages by Hengstenberg pursuant to Section 33a GWB, it shall pay 15% of the settlement amount to Hengstenberg, unless damages in a different amount are proven. This also applies if the contract is terminated or has already been fulfilled. Other contractual or statutory claims of Hengstenberg remain unaffected.
- 10.4 The supplier undertakes to comprehensively comply with and implement the requirements of the German Supply Chain Sourcing Obligations Act (LkSG) as well as Hengstenberg's Social Code of Conduct. This applies in particular to the supplier's own business area as well as with regard to any direct and indirect suppliers in accordance with the regulations standardised in the LkSG. More detailed regulations in connection with the requirements of the LkSG are contained in the Social Code of Conduct of Hengstenberg, which becomes part of the contract concluded between Hengstenberg and the supplier. The currently valid version of the Social



Code of Conduct of Hengstenberg is available at [www.hengstenberg.de/lieferantenkodex](http://www.hengstenberg.de/lieferantenkodex) (also for download) and will be made available to the supplier at any time upon first request, also free of charge. If a claim is made against Hengstenberg by a third party due to a breach of the provisions of the LkSG or the Social Code of Conduct of Hengstenberg and if this is based on a culpable breach of the obligations agreed with Hengstenberg attributable to the supplier, the supplier is obliged to indemnify Hengstenberg against these claims upon first request. The obligation to indemnify also relates to all expenses necessarily incurred by Hengstenberg from or in connection with the claim by a third party.

- 10.5 The Supplier undertakes to perform its contractual services in constant compliance with current labour and environmental protection law, energy law and the standards/guidelines applicable in the aforementioned areas of law. This obliges in particular the selection of environmentally friendly and recyclable input materials, the use of low-emission and low-pollutant technologies, the erection of dismantling- and deconstruction-friendly constructions as well as energy- and resource-saving solutions. The requirements of the EC Machinery Directive 2006/42/EC apply to the delivery of new or used machinery, individual components, partial and/or complete plants. The systems and equipment to be erected, including the electrical equipment, must in particular comply with the requirements of EU Directive 2014/34/EU. During activities on the premises of a Hengstenberg company, all requirements of occupational health and safety as well as environmental protection must be safely complied with.
- 10.6 The Supplier shall use reasonable endeavours to ensure compliance by its subcontractors with the obligations incumbent on the Supplier under this Clause 10.

## 11. Confidentiality and data protection

The supplier undertakes to keep confidential the information coming to its knowledge in connection with the contract concerning Hengstenberg or the subject matter of the contract, insofar as it is not generally or otherwise lawfully known to it, or the results or partial results produced by it. This also applies to Hengstenberg or third parties concerning personal data which come to the supplier's knowledge in connection with the contract. When processing personal data, the supplier shall comply with all provisions of the DSGVO and shall in particular protect such data from access by third parties and shall likewise cause its employees involved in such processing to maintain the corresponding confidentiality. Furthermore, the supplier gives its consent that personal data from this business case may also be transmitted to other companies affiliated with Hengstenberg pursuant to §§ 15 et seq. of the German Stock Corporation Act (AktG).

## 12. Final provisions

- 12.1 Unless expressly agreed otherwise, the place of delivery/performance (as well as the place of performance of any subsequent performance) shall be the registered office of Hengstenberg. Should individual parts of these General Terms and Conditions of Purchase be legally invalid, the validity of the remaining provisions shall not be affected thereby.
- 12.2 The order may not be subcontracted to third parties without the prior written consent of Hengstenberg.
- 12.3 The law of the Federal Republic of Germany shall apply exclusively. If the requirements of Art. 1, 3 CISG are met, the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) shall apply.
- 12.4 The place of jurisdiction is Esslingen. However, Hengstenberg may also sue the supplier at its general place of jurisdiction.
- 12.5 No tacit, oral or written ancillary agreements have been made. Amendments and supplements to these GTCP must be made in writing. This also applies to any cancellation or waiver of this written form clause.
- 12.6 Should any provision of these GTCP be invalid or unenforceable or become invalid or unenforceable in the future, the remaining provisions of this contract shall not be affected thereby. In place of the invalid or unenforceable provision, the parties undertake already now to agree on a valid provision which comes as close as possible in legal and economic terms to the meaning and purpose of the invalid or unenforceable provision. The same applies to the filling of loopholes in this contract.



12.7 References to statutory provisions, ordinances, directives or other standards in these GTCP shall be understood as references to the respective current version of the respective standards.

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Status: 10.03.2023  
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