



General Sales Terms and Delivery Conditions (Industry)

§ 1

General information

1.1 We sell only on the basis of our General Sales Terms; purchasers' conditions that are in conflict with or which deviate from our sales conditions are only valid if we give our written agreement to them. Our sales terms are also valid if we perform the delivery to the purchaser without reservation in the knowledge that the purchaser has sales terms that are in conflict with or deviate from our sales terms. These General Sales Terms are also valid for all future contractual relations with the purchaser. If individual parts of these General Sales Terms should be ineffective then this will not impair the effectivity of the remaining stipulations.

1.2 Our sales terms are only valid with respect to companies as defined by Section 310 Sub-section 1 BGB (German Civil Code). Mistakes in writing, arithmetic and similar obvious errors may be corrected by us at any time after they have been discovered without our having to be held liable for damage arising from these mistakes. A lack of response to declarations by our purchaser is not to be evaluated as agreement.

§ 2

Ordering and tender documents

2.1 Orders submitted only count as having been accepted by us if they are accepted in writing by us or by one of our representatives within 14 days of being submitted.

2.2 The amount, quality and description as well as any specification of the goods correspond to what is on our tender (if it is accepted by the purchaser) or the order (if this is accepted by us). All sales terms, sales documents, specifications and price-lists are to be treated in strict confidence and may not be made accessible to third parties. We retain ownership rights and copyright over illustrations, drawings, calculations and other documents; they may not be made accessible to third parties (see also Section 10 on the obligation to non-disclosure).

2.3 With respect to the accuracy of the order the purchaser has the responsibility and the purchaser is responsible for seeing that any necessary information with regard to the ordered goods is sent to us within a reasonable time, so that the order can be carried out in accordance with the contract.

2.4 If the goods have to be manufactured by us or converted or processed in any other way and the purchaser has presented the specifications for this, the purchaser has to exempt us from any loss, damage, costs or other expenses which we have to pay or are prepared to pay, because the contractual conversion or processing of the goods has turned out to be the breach of a patent, of a copyright, of a brand or any other industrial property rights of a third party.

2.5 We reserve the right to alter the description of the goods with respect to the specification in order to take account of legal requirements and to the extent that no deterioration of the order with regard to quality and serviceability occurs through this alteration.



§ 3

Prices and payment terms

3.1 The purchase price is the price we have named or, where this has not happened in an individual case, the price that is listed in our current price lists.

3.2 Insofar as the order acknowledgement does not specify otherwise, our prices are „free German border“, inclusive of packaging. To the extent that we are prepared to deliver the goods to other places, the purchaser has to bear the costs for the transport, packaging and insurance. We do not charge for despatch on orders with a minimum ordering value of 300 € per individual order. Value Added Tax is not included in our prices; it is shown separately in the invoice at the legally fixed level valid on the day the invoice is drawn up.

3.3 Payments are to be made „net cash“. The deduction of discount, bonuses and/or contributions to advertising costs needs a special written agreement.

3.4 Insofar as the order acknowledgement does not require something different, the purchase price is to be paid net (without deductions) within 8 days from the invoice date. If the purchaser is in default then we are legally entitled to demand interest on the arrears.

3.5 The purchaser is only entitled to set-off rights if his counter-claims are established in law, are not disputed or are recognized by us. In addition he is entitled to exercise his right of retention to the extent that his counter-claim is based on the same contractual relationship.

§ 4

Delivery time

4.1 Our obligation to carry out the delivery depends on the purchaser's timely and proper fulfilment of his obligations and the timely delivery to us.

4.2 Legal liability for arrears is limited to the foreseeable damage in the case of a merely negligent breach of duty on our part, unless a firm business deal has been agreed with the purchaser.

4.3 If the purchaser is in default of acceptance or he breaches other cooperative obligations, then we are entitled to demand the damages owing to us, including any additional expenditure. In this case the risk of a chance spoiling or chance deterioration of the goods is also transferred to the purchaser at the moment when he is in default of acceptance.

§ 5

Transfer of risk and transport risk

5.1 Insofar as the order acknowledgement does not state otherwise, delivery is "free German border“.

5.2 Insofar as the purchaser wishes it we will cover the delivery with transport insurance; the purchaser shall bear the costs arising from this.



§ 6

Provision for retention of title

6.1 Irrespective of the delivery and the transfer of risk or of other stipulations we reserve the right to keep the title to the goods until all payments due from the delivery contract have been received. If the purchaser behaves in a way contrary to the contract, in particular with regard to payment arrears, we are entitled to take back the goods. By taking back the goods we would not be withdrawing from the contract unless we had explicitly declared this in writing. If the goods are attached by us this will always mean a withdrawal from the contract. After redeeming the goods we are entitled to dispose of them and the money yielded is to be calculated against the obligations of the purchaser – with deduction of appropriate disposal costs.

6.2 In the case of attachments or other interventions by third parties, the purchaser has to inform us immediately so that we can take action in accordance with Section 771 of the ZPO (German Code of Civil Procedure). Insofar as the purchaser does not carry out this duty he is liable for the damage arising.

6.3 The purchaser is entitled to sell the goods on in a regular business transaction; he assigns to us however from this point on all claims at the level of the invoiced final amount agreed with us (including value-added tax) which accrue to him from the further processing against his customers or third parties, and independent of whether the goods have been sold on with or without processing. The purchaser remains empowered to collect the claim even after the assignment of the claim. Our authority to collect the claim ourselves remains unaffected by this. We agree however not to collect the claim so long as the purchaser keeps up with his payment obligations from the revenue collected, does not fall into arrears and in particular no application for the opening of bankruptcy or insolvency proceedings is made and there is no suspension of payments. If this is the case, however, we can demand that the purchaser informs us of the claims assigned and their debtors, gives us all the details required for collection, gives us the relevant documents and informs the debtor (third party) of the assignment of claims.

6.4 The processing of the goods by the purchaser is always carried out for us. The expectant right of the purchaser to the goods continues with the processed goods. If the goods are processed with other food that does not belong to us or other goods then we acquire a share of the new goods in the proportion of the objective value of our goods to the other processed goods at the time of the processing. The same conditions are valid for the goods created by processing as for the goods supplied under reserve.

6.5 If the goods are inextricably mixed with other goods not belonging to us then we acquire a share in the new goods in proportion to the objective value of our goods at the time of mixing. If the mixing is carried out in such a way that the goods are to be seen as the main item then there is an agreement by which the purchaser transfers to us a proportion of the ownership rights. The purchaser thus keeps the sole or joint ownership so arising for us in his custody.

6.6 We undertake to release the securities due to us at the request of the purchaser to the extent that the realisable value of our securities is more than 10 % higher than the claims to be secured or is more than 50 % higher than the face value; the choice of which securities should be released lies with us.

§ 7

Warranty for defects

7.1 The guarantee rights of the purchaser assume that he has carried out in a proper way his duties to examine the goods and notify us of any defects in accordance with Section 377 of the HGB (German Commercial Code).

7.2 To the extent that there is a defect in the goods for which we are responsible we are entitled to correct this by either removing the defect or by a replacement delivery according to our choice. If we remove the defect we are obliged to bear the necessary expenses which arise for the purpose of removing the defect, particularly transport, handling, work and material costs, to the extent that they are not increased because the goods have been taken to a different place from the place of execution.



7.3 Insofar as the correction fails, the purchaser is entitled to choose whether to declare his withdrawal or to demand a corresponding lowering of the purchase price (reduction).

7.4 Insofar as the following (Sub-sections 7.5 and 7.6) does not state otherwise, further claims of the purchaser – for whatever legal reasons – are excluded. We are therefore not liable for damage that did not arise to the goods themselves; in particular we are not liable for lost profit or other financial damage to the purchaser.

7.5 Insofar as the cause of the damage is deliberate or results from gross negligence, we are liable according to the legal provisions. This also holds true if the purchaser wishes for damages payment instead of the performance because there is no guaranteed quality of the goods.

7.6 Insofar as we culpably violate an important contractual obligation, the liability is limited to the damage typical for the contract; in other cases it is excluded in accordance with Section 7.4. The term "important" contractual obligation can be used in the sense of these Terms and Conditions whenever we culpably violate understandings where the purchaser relies on their proper fulfilment and also may rely on it, because they are an integral part of the contract.

7.7 The guarantee period ends with the best-before date of the goods or at the latest when there is no best-before date, after 12 months.

§ 8 Joint liability

8.1 Further liability for damages than that provided for in Section 7, Sub-section 7.4 to 7.6 is – irrespective of the legal nature of the claim put forward – excluded.

8.2 The settlement according to Sub-section 8.1 is not valid for claims made in accordance with Sections 1, 4 of the Product Liability Act. It is also not valid if we are liable for bodily injury or damage to health from other legal grounds.

8.3 Insofar as the limit of liability according to 7.6 for claims arising from the manufacturer's liability according to Section 823 BGB (German Civil Code) on the grounds of physical damage does not come into effect, our liability is limited to the indemnification of the insurance policy. Insofar as this does not come into effect or not wholly, we are obliged to carry liability for the amount covered.

8.4 The provision according to 8.1 is also not valid if there is an initial incapacity or impossibility.

8.5 Insofar as our liability is excluded or limited this is also valid for the personal liability of our employees, representatives and auxiliary persons.

§ 9 Place of execution, law applicable and place of jurisdiction

9.1 Insofar as the order acknowledgement does not state otherwise our place of business is the place of execution.

9.2 Insofar as the purchaser is a trader the place of jurisdiction is our place of business. We are however entitled to bring an action against the purchaser at his general place of jurisdiction.

9.3 German law is valid exclusively. The application of the Agreement of the United Nations of 11 April 1980 on Contracts for the International Sale of Goods (BGBl. II 1989 -Federal Official Journal - p. 586) is excluded.



§ 10

Non-disclosure and data protection

10.1 The purchaser has to treat the conclusion of the contract confidentially and may reveal his business connection to us in his advertising material only after written agreement. The partners to the contract undertake to treat all business or technical details that are not in the public domain and which they learn of through the business relationship as a trade secret. The confidentiality is also valid after the contract has ended.

10.2 We will treat the personal data of the purchaser according to the German Data Protection Act (BDSG) and the Teleservices Data Protection Act (TDDSG).

§ 11

Miscellaneous

11.1 These conditions replace all other agreements that the partners to the contract have made previously whether in writing or orally, which will become invalid with the signing of these terms and conditions.

11.2 The purchaser will offer no benefits to our employees or to the management, especially no presents, special allowances, trips, cash, samples, tickets for entertainment events or similar.