

General terms and conditions of EURODUNA Food Ingredients GmbH

I. General

The following terms and conditions apply to all our goods and services transactions; deviating conditions of our business partners are hereby contradicted, unless stated otherwise by us in written form. The business partner recognizes the terms and conditions for present and all future contracts as binding. This applies even if other terms and conditions are accompanied by the order confirmation of our contractual partner or mentioned therein. The irrevocable acceptance of these conditions needs no recognition.

II. Delivery

- Delivery shall be, if it is agreed to
 - immediate delivery: within ten working days
 - prompt delivery: within three weeks
 - a specific delivery time: within that period with call-off's, even into partial deliveriesWhen calculating the delivery timespan the day the sales confirmation is dispatched is not counted. The goods have to be transferred to the goods receiving department, the carrier or similar at the last day at least.
- In case of delivery delays, the customer is only entitled to resign if he previously set us a reasonable grace period. If the delivery is within the grace period, all customer rights arising from the delay will lapse. After the grace period the customer is only entitled to withdraw from the contract.
- EURODUNA is obliged to strive to ensure compliance with agreed delivery dates. In the case of force majeure and other unforeseeable, exceptional and involuntary circumstances, for example, strike, lock-outs, government intervention, weather etc. - even if they occur at previous suppliers - , the delivery time is prolonged by the duration of the obstruction. Compensation claims resulting from these circumstances are excluded. If the obstruction last for more than two months, either Contracting Party shall have the right, to withdraw in part or completely from the contract by way of written declaration.
- Excess or short deliveries in typical industry timeframes do not justify a refusal of the entire delivery.
- Shortages, regardless of type, must be reported immediately and be noted on the waybill. Failing to do so, implies the supplied amount as approved.
- Transfer of risk depends on the contractual delivery condition.
- If the customer has not received an IFS-Certificate of the Producer/Service Provider, the customer has to assume the Producer/Service Provider is not certified according to IFS standards. The creation and finalization of the sales contract functions as explicit acknowledgement and consent of the customer.

III. Price and Payment

- Decisive are the contract prices quoted by us. Value-added-taxes are not included in these prices.
- The invoice amounts are payable on delivery net cash. Deductions of any kind are not permitted, unless other Terms were explicitly agreed on. When exceeding the Payment period the customer is - even without an overdue notice from us - in deficit and has to pay interest at a rate of 8% above the guiding rate of the European Central Bank plus our reminder fee in addition to the amount owed.
- The customer is not entitled to the right of retention for any counterclaims. Counterclaims may only be offset after our explicit agreement.
- We are not obliged to accept promissory notes. If we do, discount and collection fees are at the expense of the customer. Promissory notes and checks are valid payment according to the value date of the implicit bank credit.
- Reduction to the creditworthiness of the customer (for example, insolvency or arrangement proceedings, individual enforcement, abandon, uncovered Checks, bill protests), entitle us to amend delivery and payment conditions retroactively.

IV. Defects and Warranty

- Defects are to be claimed immediately after receipt of the goods with an accurate statement of the reasons in written form.
- Small commercial or technically unavoidable deviations of quality, color or weight may not be claimed.
- To enforce warranty claims examination of the defective goods must be possible.
- In case of justified defects we are entitled to replace the delivery; should the replacement delivery fail, the customer is entitled to a redhibition or reduction.
- We may not be liable for damages that are not the object of delivery, such as lost profits or other financial losses of the customer. This does not apply if the damage is caused by intent or gross negligence, nor when the customer claims damages resulting from the lack of a guaranteed properties in accordance with Section 437 par. 3 German Civil Code. Furthermore, the replacement liability is limited on the foreseeable damage.
- For hidden defects, the provisions of the German Civil Code are in effect.
- Set-off with counterclaims of the customer are excluded for all possible cases, unless the counterclaims are undisputed or legally established.

V. Total Liability

- In accordance with Clause IV liability is excluded or limited for indemnity, this also applies to all claims in liability pursuant to culpa in contrahendo, violation of collateral duties and for claims arising from product liability in accordance with section 823 German Civil Code, excluding claims according to section 1 and 4 Product Liability Act as well as from initial inability or justifiable impossibility.
- As far as our liability is excluded or limited, this also applies for the personal liability of our employees, representatives and agents.

VI. Retention of title

- We retain title to the goods until full Payment of all - including future - liabilities resulting from the Business relationship, including current account balance. At behavior of the customer violating the contract, especially due to late payments, we are entitled to withdraw delivery items and therefrom manufactured products (extended Retention of title). However, this type of withdrawal does not imply a withdrawal from the contract, except if expressly declared in writing.
- The customer is allowed to sell the goods within the scope of ordinary business operations. In this case the customer makes assignments from the resale to third parties in the amount of their outstanding debt to us, regardless of whether the goods were resold without or after processing. We hereby accept the assignments. There is no certificate required about this. The customer is obliged to give immediate written notice if the third party mentioned before is subject to distraint or other, similar procedures.
- The customer is entitled to process or mix the goods in accordance with regular business operations before the complete payment is made.
- We are entitled to make assignments for financing purposes.
- In the event of default of payments from the customer, all other claims and liabilities are due for immediate payment, without a separate notice required.
- For deliveries and services for customers abroad, all of our legal costs regarding the prosecution in case of payment delays, be it judicial or extrajudicial costs, are to be borne by the customer.

VII. Place of performance

Place of performance of payment is Barmstedt. Place of performance for the goods is Barmstedt unless another condition has been agreed upon.

VIII. Jurisdiction

Elmshorn, if the purchaser is a registered merchant. If the contractual party is a merchant, jurisdiction for all disputes arising is the place of our head office. However, we are entitled to sue the contractor in their jurisdiction. The contract is subject to both parties exclusively according to German law.

IX. Partial nullity

Should any of the foregoing provisions in whole or in part, be or become ineffective, then the effectiveness of all other regulations or agreements is not affected. The "General Conditions", especially of purchase, delivery and payment, of the purchaser shall be invalid if our "terms and conditions" oppose.

EURODUNA Food Ingredients GmbH
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Barmstedt 24 Augustl, 2017