
Terms and conditions of delivery and payment

Delivery agreements concluded by us shall be exclusively subject to the following terms and conditions. These terms and conditions shall also apply to all future transactions with us unless expressly agreed otherwise. We expressly reject all other contractual terms and conditions of the buyer. Consequently, our terms and conditions of delivery shall also apply if we make a delivery to the customer without reservation, while being aware of terms and conditions of the customer that contradict or deviate from our terms and conditions.

1. Condition of the goods

1.1 Unless otherwise agreed, the goods delivered shall be sound, healthy and of fair marketable quality. Samples, specimens, analysis data and other information regarding condition only constitute points of reference within the range of levels of quality that are usual in the trade. The acceptable tolerance on quantity shall be +/- 5 %. The weight as determined by us shall be considered final.

1.2 Any advice we give in relation to the condition and delivery of goods shall be according to the best of our knowledge and based on our knowledge and experience. This advice is non-binding and shall not release the buyer from the duty to carry out its own inspections and tests. The buyer shall bear responsibility for complying with statutory and regulatory requirements when using the goods.

2 Delivery, transfer of risk, duties of inspection, warranty

2.1 Delivery shall be made "ex works". The net purchase price shall be due immediately after delivery and provision as well as the submission of the invoice without any deductions. Payment must be made to the designated account, with the buyer assuming any transaction fees. Discounts only apply if they have been agreed upon in writing and only if the buyer is not in arrears with payments for previous services.

2.2 Complaints of any kind, particularly in relation to material defects, misdelivery and deviations in quantity that are not usual in the trade must be made immediately, provided that the issue can be identified upon reasonable inspection. If grounds for complaint only come to light later, the objection must be made immediately after they are identified. If the buyer fails to make an objection or provide notification, the goods shall be deemed to have been accepted, unless the relevant defect could not be identified upon reasonable inspection.

2.3 If the complaint is justified, we shall subsequently deliver the shortfall. Otherwise, we shall exchange the goods, take them back or agree a price reduction with the buyer. If the rectification fails, the buyer shall be entitled to either withdraw from the contract or demand a reduction in the purchase price.

2.4 War, strikes, lockouts, animal diseases, a lack of raw materials or energy, breakdowns, delays in transport, legislative and administrative measures and all cases of force majeure, including those affecting our suppliers, shall relieve us from our obligation to deliver for the duration of the disruption and to the extent of its effect. If these events reach a level of severity that makes delivery unreasonable, taking into consideration the user's interest in performance, this shall entitle us to withdraw from the contract without the buyer being entitled to damages.

3. Payment

3.1 The place of performance for the payment of the purchase price shall be Haren/Ems. Bills of exchange and cheques shall only be accepted as conditional payment; any costs arising from this must be borne by



the buyer and shall become due once the bill of exchange or cheque is handed over. The agreed prices shall be net and subject to the current rate of value added tax, as is customary in commercial contexts.

3.2 Offsetting counterclaims against claims to which we are entitled shall be excluded unless the counterclaims have been recognised by us or have been established following a final judgement by a German court. To this extent, a right of retention is also excluded.

3.3 If there are reasonable doubts as to the solvency of the buyer, especially if there are outstanding arrears, we shall be entitled, subject to further claims, to cancel all payment terms granted and demand immediate payment of our claims, including bills of exchange. In addition, we shall be entitled to demand advance payments or securities for subsequent deliveries. Agreed relationships in the form of running accounts may be retrospectively dissolved with immediate effect. In such cases, the buyer shall not be liable for the account balance, but shall instead be liable for the individual performance.

3.4 If the buyer defaults on payment, we shall be entitled to demand the temporary surrender of the goods to which we retain the title (see point 5, Retention of title), at the expense of the buyer, even without withdrawing from the contract or setting a grace period. The demand to surrender the goods shall not in itself constitute a withdrawal from the contract.

4. General limitation of liability Claims for damages by the buyer are excluded. This exclusion does not apply if and insofar as damages can be claimed pursuant to mandatory legal provisions, e.g.

- if there is intent or gross negligence;
- in the event of injury to life, limb or health;
- due to the assumption of a guarantee in relation to the condition of the delivery item; • pursuant to the German Product Liability Act (*Produkthaftungsgesetz*);
- in the event of other substantial breaches of material contractual obligations. In such cases, claims for compensation are limited to foreseeable damages that typically arise, unless we are accused of an intentional breach of contract.

5. Retention of title

5.1 We retain the title to the delivered goods as long as we still have claims arising from the commercial relationship with the buyer.

5.2 The retention of title also includes the recognised balance as long as we still have claims against the buyer arising from the running account.

5.3 After proper determination, the buyer shall be entitled to use, mix or resell the goods to which the buyer retains the title. Handling and processing shall take place on behalf of the seller. The seller shall acquire the title to the new item. The buyer shall safely store the item for the seller. If mixing occurs, the seller shall acquire co-ownership of the part that corresponds to the value of the delivery item relative to the value of the other goods.

5.4 The buyer shall hereby assign to us all claims arising from the resale of the delivery item or the goods produced through handling and processing. We shall accept the assignment. If mixing or processing occurs, the part that corresponds to the value of the goods we have delivered shall be assigned to us.

5.5 The buyer shall be entitled to collect the assigned claim arising from the resale, subject to withdrawal, which may take place at any time. On request, the buyer must provide us with the name of the debtor in the assigned claim, inform the debtor of the assignment, as well as hand the notice of assignment over to us or allow for direct notification. As long as the buyer meets its payment obligations, we shall not disclose



the assignment, nor shall we disclose having made such a demand. If the value of the securities held by us exceeds the claim by more than 25%, we shall release the securities in excess of this percentage upon the buyer's request.

6. Final provisions

6.1 If the buyer is a registered trader or a legal person under public law, the place of jurisdiction for all legal disputes shall be the registered office of the seller. This also applies to claims that have been asserted in proceedings relating to legal orders for payment.

6.2 The laws of the Federal Republic of Germany shall apply. The provisions of the UN Convention on Contracts for the International Sale of Goods are excluded.

6.3 Invoices and bank statements shall be deemed to have been accepted if no objections are made within 14 days of the invoice date or the date of the bank statement.

6.4 Should any of the above provisions be invalid, this shall not affect the validity of the remaining provisions. The part that is invalid shall be replaced with a provision that comes as closely as possible to the economic aim of the invalid provision. Landgeflügel FG Vertriebsgesellschaft mbH Im Industriepark 1 • 49733 Haren