

GENERAL TERMS AND CONDITIONS

TERMS OF SALE AND DELIVERY

1. general

All sales, deliveries and ancillary services (including future ones) shall be concluded and performed on the basis of the respectively valid terms and conditions of the „Waren-Verein der Hamburger Börse e.V.“ (WVB), unless special or deviating provisions have been made. These terms and conditions are published on the Internet at www.waren-verein.de. The terms and conditions of the buyer or a broker or an agent that deviate from our terms and conditions, as well as ancillary agreements regarding the content of the contract and its amendment, require our written confirmation in order to be effective.

2. quality

As a matter of principle, we supply healthy and merchantable goods that comply with the food law regulations of the Federal Republic of Germany as well as the European Union, the labeling ordinance and the calibration and measurement law in the respective valid version.

3. shortages/damages

Shortages and/or damages will only be acknowledged by us upon presentation of a bill of lading receipted by the forwarding agent with a corresponding note.

4. delivery date

This information is always „approximate“ and subject to possible EC or government measures (also in the country of delivery) as well as timely own supply. Possible increases in public and other charges (customs duty, levy, contributions for DSD, etc.) as well as increases in freight rates up to the time of delivery shall be borne by the purchaser.

5. self-delivery reservation

We always reserve the right to correct and timely self-delivery on the part of our upstream supplier. The regulations from § 29 WVB apply in detail.

6. payment

Insofar as it is not a documentary business, it is agreed: Payments shall be made immediately and without deductions after receipt of goods and invoice. Should our contractual partner prove to be no longer creditworthy after conclusion of the contract, in particular also due to bill and check protests as well as return debit notes and the like, we shall be entitled to demand security or to deliver only against advance payment; in such cases, we may revoke any target granting. If payment is not made on time, interest shall be charged on the purchase price from the due date at the debit interest rate of our bank, which we will prove on request, but in the event of default at least at the statutory default interest rate.

7. rights of the buyer in case of delivery contrary to the contract

In the event of goods delivered in breach of contract, the rights of the Buyer shall arise from § 19 WVB. The limitation period provided for in paragraph (11) of this provision is 12 months.

8. retention of title

We retain title to the goods delivered by us and to the products resulting from their processing until payment of our individual claims and until settlement of our credit balance resulting for us from current account, even if the goods are processed (§§ 947, 948, 950, 951 BGB). The Buyer may resell the delivered goods and the items resulting from their processing only in the ordinary course of business. He shall assign all claims to which he is entitled from the resale or on any other legal grounds to us as security by concluding the purchase contract. The purchaser is authorized to collect the assigned claims for as long as he meets his payment obligations to us in accordance with the contract. If the sum and value of the assigned claims exceeds the nominal amount of the claim to be secured by more than 20% when viewed realistically, we shall, at our discretion, assign claims in the value of the exceeding amount back to the Buyer. In all other respects the rules of § 28 WVB shall apply.

9. force majeure

If we are prevented from fulfilling our unloading or delivery obligations by an unforeseeable and unavoidable event for which we are not responsible and which occurs after conclusion of the contract, we shall have the right, at our discretion, to withdraw from the contract or to postpone the time of unloading or delivery by the duration of the hindrance.

10. transport hazard

The transport risk for the delivery shall be borne by the purchaser even in the event of an agreement „free at purchaser's warehouse“ or similar; the same shall apply accordingly to the dispatch of the shipping documents and other documents, in particular if their arrival is delayed. In the event of loss of the documents during transport, we shall not be obliged to procure replacements.

11 Place of Performance, Jurisdiction, Evidence

The place of performance is Munich. Disputes shall be decided at our discretion by the arbitration tribunal of the „Waren-Verein der Hamburger Börse e.V.“ or by the ordinary courts in Munich. If the buyer intends to institute proceedings before the said arbitration tribunal or the ordinary courts in Munich, he must notify us of this and request us to exercise our right of choice within one week of receipt of the notification. If we have not made a declaration within this period, the right of choice shall pass to the buyer. His decision must be made immediately and communicated to us. The disputed quality of the goods or a sample can only ever be proven by an expert opinion obtained in accordance with the rules of procedure for experts of the „Waren-Verein der Hamburger Börse e.V.“. PAUL M. MÜLLER GMBH