

General Term & Conditions

1. General trading conditions

Our General trading conditions apply exclusively for validity for ourselves and exclusively for all contracts signed and accepted by us only. To deviating general trading conditions of our buyers or other contracting parties we are only bound if we expressly agreed in writing. These conditions apply at the latest when goods are received and accepted. They apply, even if we implement the supply unreservedly in knowledge of opposing conditions of the customer.

2. Contract conclusion, in writing

a) Our offers are not-binding, declared, if not noted differently EXW Geesthacht incl. Packaging. A contract conclusion will only become effective with our written confirmation of order.

b) Special agreements and/or changes and additions of the contract will only be effective after confirmation by us in writing.

3. Prices

a) Our prices are to be plus the legal value added tax.

b) If between contract conclusion and date of delivery intended for the entire supply or parts more than six weeks and increase expenditures after the contract conclusion out of not from us represented reasons which we must transact in connection with the supply, we are entitled to additionally to the contract price request/charge the resulting extra costs from our customers. This applies independently of whether such extra costs are based on legal or other regulations and/or actual conditions. To the expenditures debited to our customer according part 1 include in particular export and import duties e.g. tariffs and withdrawal fees as well as taxes, storage costs, freight charges, forwarding charges, insurance premiums and other.

c) Validity of an offer for some sorts of spices: For the present

4. Terms of payment

a) Cash payment with delivery or otherwise within 14 days after receipt of invoice at the latest however within 30 days after delivery without any deductions either through or to us in cash or Bank transfer. The issuing of change and of cheques, which requires our previous agreement, applies only with the complete redemption as fulfilled.

b) If the customer due to his/her own reasons does not make the payments as stipulated in the contract or adjusts his/her payments, we are entitled to request the entire balance of debt due to us.

c) Orders which are labelled and/or special packaging requested by the customer we make dependent on a pre-payment.

d) During disregard of liabilities or an information on the bad financial position of a buyer we are entitled to withdraw from the contract at any time or make the supply dependent on a pre-payment.

5. Invoices/payments added or right to keep payments back

a retention from payments is only permissible with of us recognized or validly determined counterclaims. A right of lien is entitled to the customer only to that extent in addition, when the counterclaim is based on the same contractual relation.

6. Delay of the customer

a) in case of a delay of the customer we are entitled without prejudice to use the rights to make further partial deliveries as well as supplies from other contracts

dependent on a security of the customer.

b) Legal regulation applies to the height of the interest.

7. Times for delivery and delivery weight/weight deviations

a) as agreed upon times for delivery and delivery weights are only to be understood approximate except if it is expressly and firmly confirmed by us.

If times for delivery and delivery weights are only stated as Approximate delivery times and weights, as stated in part 1, we have the right to exceed times for delivery over up to two weeks and deviate delivery weights up to 10 % over or under the amount of weight.

b) The weight indicated by us during the delivery is determining. The customer can however require a weighing at his own expense. Weight deviation can be reproved only within three days after delivery of the goods. The customer has to make it possible for us to perform an immediate examination of the Weight deviation.

c) If not expressly differently instructed, we reserve us the right to round off the ordered quantity in order to be able to supply to available packing units.

8. Partial deliveries

a) we are entitled to partial deliveries to a reasonable extent, in particular if the partial deliveries for the buyer are independently usable and no firm delivery date for the total deliveries were agreed upon.

b) With partial deliveries each delivery applies as separate business. An unsatisfactory or late delivery does not have influence on still pending or already implemented partial deliveries. As far as the partial delivery is not in the interest of the customer, the customer is entitled to withdraw from the contract in the whole or to require payment of damages because of default of the whole contract.

9. Retrieve

If the customer does retrieve the commodity within the agreed upon period or, if no period is agreed upon, within 6 months of conclusion of a contract, we can set an appropriate respite for the customer to withdraw from their unsatisfying operational sequence from the contract. Furthermore we have the right to deposit or use in the way of the self-help sales of the commodity concerned. If the customer the retarded or been omitted to retrieve the delivery we can furthermore require payment of damages because of default under the condition of part 1.

10. Delay of acceptance

a) as far as there is a delay from the side of the customer we are entitled after an appropriate period and without prejudice to the proof of a higher damage to require payment of damages instead of the service at a value of 25 % of the purchase sum of the not accepted delivery. The customer has the right to proof that none or only a smaller damage has occurred for us. We can reject the supply of the not in time removed partial delivery, without the thereby effectiveness of the contract in all other respects is being affected.

b) If the customer comes into delay of acceptance, we are entitled to require any multi-expenditures to be replaced.

11. Dispatch/ risk passage

a) goods are dispatched on account of the customer. The same applies, if we obey a forwarding instruction of the customer.

b) The danger of the coincidental degradation or the coincidental fall turns into with the delivery of the commodity to the transportation person onto the customer. The same applies in the case of a transport by our people with the beginning of transport and during a collection of the commodity by people of the customer with the delivery of the commodity to these.

12. Self supply

We are obligated self supply for supply only subject to the correct, complete and punctual self supply: this applies also to the supply with the raw and auxiliary materials necessary for the production of the commodity.

13. Guarantee

a) due to public expressions by us, the manufacturer or whose assistant we are not to be held responsible, if and as far as the buyer cannot prove the fact that the statements affected his purchase decision, if we did not know the expressions and had not to know or if the statement were already corrected at the time of the purchase decision.

b) An only insignificant reduction of the value or the suitability of the case does not justify the problem. Insignificance is present in particular with slight deviations in form and colour; weight as well as if the error disappears shortly automatically or can by the buyer at complete insignificant expenditure is eliminated. Insignificance is present also with deviations lying within the commercial borders.

c) If the buyer requires a refill because of an unsatisfactory product, we can eliminate the problem ourselves or supply a satisfying solution as replacement. The buyer does not have the right to reduce or withdraw from the contract because of failing to refill when For damage and requirements for expenditure allowance because of a default rules in part 14 applies

d) Obvious defaults are to be indicated to us in writing within 3 days after receipt of the commodity. This applies in the same way to obvious transport damages, even if we are not responsible for transport. If the buyer omits the punctual announcement, this is considered as unreserved permission of the commodity.

e) In commercial traffic the buyer has to immediately examine the commodity and indicate any objections to us at the latest within three days after receipt and in writing. If the buyer omits the announcement, then this is considered as unreserved permission. The guarantee for covered defaults which were not to be recognized within three days despite careful investigation and if the buyer does not reprimand these in writing immediately after discovery, the guarantee will not be effective.

f) Warranty claims are in all other respects impossible, if due to forwarding dispatch or and/or processing of the commodity supplied by us or similar on our part can no more be examined to examine whether a default of the commodity is actually present.

g) If the default is based on a supply or service of a third party to us, then the buyer can only require that our guarantee and/or claims for damages are retired to him against a third. Only if the previous, judicial recourse to a third party fails, the buyer can take us up in accordance with the regulations.

h) Warranty claims against us are entitled only to the direct buyer and are not transferable.

i) §§ 478, 479 BGB remain unaffected.

j) We carry the transport costs necessary for the refilling only to that extent, as it results for a refill at the agreed upon place of delivery.

14. Warranty

we only take responsibility in accordance with condition of the following regulations:

a) We are responsible for deliberate or roughly negligent behaviour of our organs, legal representative and leading employees.

b) Any claims for damages - from which argument what so ever - due to light negligent injury substantial contract obligations by our organs, legal representative, leading employees and helpers is impossible. Rules of part 1 apply accordingly to the case of the deliberate or roughly negligent injury substantial contract obligations by our simple executing aides.

c) In the case of an easily negligent injury of substantial contract obligations by our organs, legal representatives, leading employees and simple executing aides we take responsibility under each legal criterion only for contract-typical, predictable damage and not for distant damages. Rules in part 1 apply accordingly to the case of the deliberate or roughly negligent injury of substantial contract obligations by our simple executing aides.

d) All further contractual or out of contractual claims by the buyer are impossible.

e) The adhesion after the product liability law, the adhesion for damage from the culpable injury of the life, the body and the health as well as the regulation § 444 BGB and the adhesion from other warranties remains unaffected by the stated regulations.

f) The buyer is responsible to us for all damage, which develops from the injury of obligations to cooperate.

15. Statute of limitations

a) the claim of the buyer becomes invalid one year after delivery of the product. §§ 478, 479 BGB remain unaffected by this regulation.

b) Claims of the buyer on payment of damages from other arguments fall under the statute of limitations in 18 months. To the statute of limitations applies § 199 part. 1 and part. 3 BGB.

c) As far as we are responsible i.e. Regulation part 14 being to blame for rough damage from the culpable injury of the life, the body and the health and for taken over warranties as well as after the product liability law, the legal regulations apply.

16. Retention of ownership

a) the commodity supplied by us remains our property up to the payment/settlement of our existing and future demands from the business relation with the buyer, inclusive developed secondary claims and current account balances.

b) The buyer is entitled in the context of the tidy course of business to use, mix and/ or process the reserved commodity. The processing of the commodity takes place for us as a manufacturer in the sense from § 950 BGB. In the case of a connection or a mixture with ingredients not belonging to us we become joint owners in direct or appropriate

application of §§ 947, 948 BGB, in the relationship of the value of the reserved commodity to the value of the other finished commodity at the time of the processing. If the connection or mixture takes place in the way of the fact that the ingredients of the buyer is to be regarded as the main ingredient it is already now agreed upon that the buyer however transfers to us proportionately according to the aforementioned worth or a co-ownership. The articles for which we according to the stated regulations acquire partial or co-ownership must be kept for us by the buyer free of charge. A claim against us arises neither from the mixture nor from the processing nor from the storage. To the new article resulting from connection or mixture the same applies as to the reservation commodity. On the condition of the complete payment after letter A) the new commodity and/or our co-ownership portion are conveyed to the buyer.

c) The buyer is entitled to sell the commodity out their processing of developed articles in the tidy course of business under retention of the title. Distaining and transfers by way of security of the reservation commodity and/or the retired demands are inadmissible. The customer already now retires all demands from the sale from the reserved commodity including the commodities with all secondary and safeguard rights, standing in accordance with letter b) in our property, as well as demands for balance in the context of a current account at height of our demands as security in letter A) to designated demands. We accept the transfer. During the sale of commodity, at which we have co-ownership, the transfer is limited to the part of the demand, which corresponds to our co-ownership portion. If reserved commodity as well as articles, which are not our property, are sold the transfer is limited to the proportionate amount of our calculation including value added tax for the along-sold reserved commodity. The stated regulation applies accordingly to the work wage demand, if the customer uses the reserved commodity for the fulfilment of a work or a contract for work and materials.

d) The power of attorney for the forwarding sales of the reserved commodity is impossible, if the customers of the buyer does not accept the demands of the transfer against him. The buyer has to exclude the set-off and the right of lien to a legally permissible extent to his contracting parties. On our demand the customer is at any time obligated to communicate with us and Surrender the names of debtors as well as their addresses to us.

e) The customer is committed to treat and store the reserved commodity as well as those commodities which we acquire according to regulations or co-ownership, free of charge, for us and handle it with care. He has to insure it against usual dangers and hereby surrenders claims for damages of insurers or other liable payments at the amount of the invoice to us. We accept the transfer.

f) Furthermore the customer is obligated for each impairment or endangerment of our rights at the commodity, in particular by seizing or other interferences by a third in our property, to communicate immediately and to meet no delay bearing safeguards. With asserting of our property demands and our rights the developing costs will be refunded to us by the buyer.

g) The buyer remains authorized for collection of the demands, without prejudice to our power of attorney. Other use over the commodity in our property as well as the demands surrendered to us are only allowed by the customer with a written agreement from us. We will only recall the authorization for the order and/or collection if the customers is in delay with his payment to us, if his obligations to us in relation to the retention of title are not only insignificantly hurt, the insolvency or total enforcement and/or settlement proceedings over his fortune requested or opened or otherwise a substantial degradation in financial

circumstances of the buyer occur. The buyer has to pass over to us received amounts immediately as far as our demands are due or otherwise keep these amounts separately for us.

h) If we have recalled the authorization in accordance with the letter g), the customer is obligated on our demand for all our goods as well as the customers, to whom he sold such commodity to communicate with us immediately and inform us of such a situation in particular the cancellation to make it possible for us to retrieve or hold back the goods. To supply to all of us all necessary information and / or documentation which we require to act on our demands.

l) With behaviour contrary to the terms of the agreement of the buyer, in particular with delay of payment, the buyer is obligated to return the commodity on our demand. As far as we take back or seize the commodity according to part 1, no cancellation of the contract applies. In the case of the cancellation we are entitled to use the articles after previous menaces and an appropriate period to set off the articles the best possible way. Deductions of appropriate utilization costs to our Requirements are taken into account.

j) If the value of the collateral existing exceeds the secured demands by more than 20 %, on demand of the buyer we will release collateral according to our choice.

17. Place of delivery

Place of delivery and contact for all mutual obligations from the sales contract is Hamburg.

18. Area of jurisdiction

With contracts with buyers for all arguments over the conclusion of the contract as well as mutual requirements resulting from this, also with buyers, who do not have a general area of jurisdiction in the Federal Republic of Germany, the area of jurisdiction is Hamburg. We are however also entitled to complain at the seat of the buyer. With contracts with buyers law cases are to be decided after our choice either by the court in accordance with lawful agreement on jurisdiction or by the Hamburg friendly arbitration in accordance with § 20 of the place for the Hamburg trade. We are also entitled to the right to vote if the customer wants to put in a claim against us. We will exercise the right to vote within 14 days after receipt of the written request of the buyer, otherwise the right to vote is going to the buyer. With notices of a defect we are entitled by our choice to require that a statement over the condition of the commodity after "regulation for quality statements by expert" announced by the Chamber of Commerce Hamburg on 12 April 1911, takes place.

19. Rights

Only the right and regulations of the Federal Republic of Germany under exclusion of the application of the Hague uniform purchase laws and the international purchase right and regulations in accordance with conventions of the United Nations of 11.04.1980 for contracts over the international purchase of goods .

20. Salvatorius Clause

So far as this general Terms & Conditions should be or will be ineffective, will this not affects the terms incidentally. At this case is the affected term replaceable through an individual negotiated regulation.