

## GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

### 1. General

Our General Terms and Conditions will remain effective as contents of the contract, even if other general terms and conditions (e.g. on documentation such as orders, order confirmations etc.) contradict them, unless we have given our express written consent to provisions which deviate from these General Terms and Conditions. We are not bound by the customer's purchasing terms and conditions, even if we do not explicitly reject them. These General Terms and Conditions will apply to subsequent deliveries without being explicitly agreed upon again. Our quotations are subject to confirmation. We reserve the right to make interim purchases. All prices are based primarily on costs as of the quotation date. We are entitled to adjust prices if one of the cost factors changes. If samples of meat or sausages are taken from our deliveries by the authorities for the purpose of inspection, you are obliged to request an official countersample from the official bodies concerned and send it to us as soon as possible. Information concerning recipes, prices, delivery terms, quantities etc. must be treated as confidential and not disclosed to third parties. Insurance of all kinds will only be taken out at the customer's request and expense, to the extent specified by the customer.

### 2. Risk assumption and delivery times

Risk passes to the purchaser when the goods are despatched ex works, unless a different time and/or place for the transfer of risk has been expressly agreed in writing. Transport risks and the risk of any loss of weight or deterioration of the goods during transport will be borne by the purchaser. If goods which are ready for despatch are not despatched, or despatched late, for reasons for which we are not responsible, or if the purchaser no longer wishes to receive them, or the purchaser is in arrears with payments for deliveries already made, we will be entitled to store the goods at the purchaser's expense, provided that we have spare capacity available, in which case we will be deemed to have fulfilled our obligation to deliver and risk will be deemed to have passed to the purchaser. The circumstances specified above will entitle us to withdraw from the contract or to extend the agreed delivery deadlines, without the purchaser being entitled to any agreed compensation for late delivery. The same shall apply in the event of delay on the part of one our suppliers. The purchaser is expressly forbidden to subsequently assert (compensation) claims in excess of the agreed amount of compensation and/or withdraw from the contract. Compensation claims for late delivery may only be made against us if an explicit agreement to this effect has been concluded. Otherwise, we exclude all claims for compensation in respect of loss incurred by the purchaser as a result of late delivery. All claims on the part of entrepreneurs based on the legal ground of product liability are explicitly excluded. The assertion of claims in respect of purely financial loss is also explicitly excluded.

### 3. Guarantee

Justified complaints can only be considered if they are made in writing, stating reasons, immediately after receipt of the consignment. The appearance of defects does not entitle the purchaser to withhold the purchase price or part thereof. Goods delivered by us must be inspected immediately on receipt, handled correctly and stored and processed in accordance with the relevant regulations (e.g. codes, directives, ordinances, etc.), especially the VO(EG)853/2004 and the LMSVG (as amended from time to time). The goods must be stored in accordance with the storage conditions indicated on the packaging. This means: store in a cool place: goods to be stored in a cold room or refrigerator at the declared temperature of – in general + 2°C. Keep frozen: store in an appropriate freezer or cold room at a temperature of -18°C or lower. No credit note will be issued for goods returned as a result of incorrect delivery, storage or the expiry of the 'best before' date. Goods may only be returned with our agreement. We will only be liable for guarantee claims if a qualified expert has determined that the defect already existed at the time of handover (ex works). If an expert has determined that the defect already existed at the time of handover, we have the exclusive option of either exchanging the defective goods within a reasonable extension period or issuing a credit note to the purchaser, of a

value not exceeding the amount invoiced for the defective goods; this will be done, as far as possible, on receipt of the returned goods. When guarantee claims are made, we are entitled to assign our claims against our supplier to the recipient of the goods; in this case, we will be released from all liability in relation to the purchaser or any third party. Guarantee claims are excluded if the vendor transfers the goods to the first carrier and a veterinary certificate issued at the time of handover to the carrier indicates that the goods were free of defects. The purchaser undertakes not to raise any objection to the accuracy of the veterinary certificate.

#### **4. Payment terms**

Our prices are net, payable immediately on receipt of invoices, without any deduction unless individual terms have been negotiated in writing. In the event of arrears in payment, we are entitled to claim default interest, currently according to article § 352 UGB (as amended from time to time). All recovery costs (in particular the cost of issuing reminders and collection costs), whether Court costs or pre-trial costs, or all costs incurred by a credit or collection institution, will be borne by the party in default. The purchaser is not entitled to withhold or offset payments because of guarantee claims or other counterclaims. If the purchaser is in arrears with payment, or if, after the contract is concluded, we become aware of circumstances which raise doubts as to the purchaser's creditworthiness, if the purchaser suspends payment, or if insolvency proceedings are being envisaged, all claims will immediately become due for payment. Payments received will be used to satisfy the earliest obligation. We will then be entitled to make remaining deliveries only in return for cash or advance payment or the provision of securities.

#### **5. Reservation of title**

Until payment has been made in full, we retain ownership of the articles purchased or the proceeds of resale. This reservation of title will not be affected by processing or mixing, in whatever form and wherever it is carried out. So long as the purchaser is in a position to fulfil its obligations towards us as agreed, the purchaser will remain entitled to dispose, in the normal course of business, of goods subject to our reservation of title. Exceptional disposal, such as collateralisation, transfer by way of security, assignment etc., is not permitted. The purchaser must notify us immediately if third parties gain possession of goods or claims subject to our reservation of title.

#### **6. Lebensmittelsicherheits- und Verbraucherschutzgesetz (LMSVG)**

If the goods delivered consist in meat, it derives from animals which have been found to be fit for consumption and has been obtained, processed, stored and transported in accordance with the provisions of the VO(EG)853/2004 and the LMSVG (as amended from time to time).

#### **7. Place of jurisdiction**

The sole place of jurisdiction for both parties is the Court in the locality of our company's registered office which has substantive jurisdiction. It is agreed that Austrian law applies, with the exclusion of its reference provisions. The application of UNCITRAL (UN) commercial law is explicitly excluded.

#### **8. Invalidation clause**

If any of the individual provisions set out above is ineffective, this will not affect the validity of the remaining provisions.

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