

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY (GTC)

These GTC shall apply to the following Companies within the Steirerfleisch Group of Companies:

Steirerfleisch Gesellschaft m.b.H.
8421 Wolfsberg im Schwarzautal 1

Jöbstl Bauerngut GmbH
8421 Wolfsberg im Schwarzautal 1

1. General Provisions

Our General Terms and Conditions shall remain in force as contractual component in the event of contradicting other general terms and conditions (e.g. in documents such as orders, order confirmations, etc.), unless we explicitly consent to deviations in writing. Conditions of purchase of the customer shall not be binding upon us, even if we do not expressly object thereto.

These Terms shall apply to further deliveries without repeated explicit agreement. Our offers remain non-binding. Prior sales shall remain reserved. All prices are primarily based upon cost situation on the offer date. In the event of changes to one of the cost factors, we shall be entitled to adjust our prices. If meat and sausage samples are taken from our deliveries by authorities for inspection purposes, you shall be obliged towards us to request from the competent authorities an official counter sample and to send such sample to us immediately.

Any information about recipes, prices, terms of delivery, amounts and the like shall be treated with confidence and must not be disclosed to third parties. Insurance policies of any kind will only be agreed subject to the instruction and at the expenses of the customer to the extent desired by the customer.

2. Risk Assumption and Delivery Periods

Risk assumption shall pass on to the purchaser upon dispatch of the goods ex factory, unless another point in time was agreed upon expressly and in writing. The transport risk, any loss in weight or the spoilage of meat during transportation shall be borne by the purchaser.

If the purchaser does not desire the dispatch of goods which are ready for dispatch contrary to an order placed previously, we are entitled to store the goods at the purchaser's expenses if we dispose about spare capacities; thus, risk assumption is deemed to have been accepted by the purchaser.

If the purchaser rejects dispatch of the goods, if it is in default with payments regarding deliveries already performed or if there are other circumstances which delay or prevent dispatch of the goods for which we are not to blame, such circumstances entitle us to perform a unilateral one-time extension of the agreed delivery periods without the purchaser having any claim to compensation due to default in delivery. This shall also apply in case such circumstances occur at one of our suppliers. The purchaser may subsequently withdraw from the contract only if a reasonable grace period is set extending the delivery period unilaterally extended by us.

If the customer rejects dispatch of the goods, the one-time extension of the delivery period is regarded as setting of a grace period. If the customer continues to reject dispatch of the goods, we shall be entitled to withdraw from the contract.

3. Liability

We shall only be liable in the event of intentional or grossly negligent conduct, regardless of the event giving rise to any claims for damages. This shall not apply to personal injuries.

4. Warranty

The goods delivered by us shall be examined immediately after receipt, treated in a proper manner and stored and/or processed pursuant to the respective relevant provisions (e.g. codes, policies, regulations and the like), in particular the REGULATION (EC) No 853/2004 and *LMSVG* [Austrian Food Safety and Consumer Protection Act], as amended.

Justified complaints can only be taken into account if they are raised in writing with reference to the reason within 24 hours after receipt of the delivery in the case of fresh meat and within 7 working days after receipt of the delivery in the case of frozen meat.

The occurrence of defects shall not entitle the purchaser to withhold the purchase price or a part thereof.

The goods shall be stored pursuant to the storage conditions printed on the packaging.

In detail, such conditions shall mean:

Store in a cool place:

storage of the goods in cold-storage rooms or cooling equipment at the stated temperature – in general +2 °C.

Keep frozen:

storage of the goods in an appropriate freezer or cold-storage room at –18 °C or below.

We shall be liable for warranty claims only if an expert sworn by a court regarding the “meat, meat products” specialist area or other substitute specialist area, an official veterinarian or veterinary officer determines that the defect already existed at the point in time of handover to the first carrier (ex factory).

In the sense of the above paragraph, there shall be no warranty claims if an official veterinarian or veterinary officer issues a certificate, before or upon dispatch of the goods, according to which there were no defects at the point in time of handover to the first carrier.

If no certificate of an official veterinarian or veterinary officer was obtained upon or before dispatch of the goods, the Parties shall attempt to jointly agree upon an expert. If no agreement can be reached within 7 working days as of receipt of a request for examination by an expert, a lawyer or notary public to be appointed by us shall select such expert.

The costs of the expert and, where applicable, the notary public or lawyer, shall be borne by our Contractual Partner in advance and will be reimbursed by us if a defect is determined.

If an expert determines that there was a defect at the point in time of handover, we shall have the exclusive option to replace the faulty goods within a reasonable grace

period or to grant to the purchaser a credit limited to the invoice amount of the faulty goods; this shall take place against return of the faulty goods.

There shall be no warranty for goods which is returned due to improper delivery, storage or expiry of the recommended use-by period. In doubt, all dates set forth on the product or in the product specifications regarding shelf life shall be deemed use-by periods.

5. Terms of Payment

Our prices are net prices, payable and due immediately and without deduction after receipt of the invoice, unless individual terms were agreed upon in writing. In the event of a default in payment, we shall be entitled to charge default interest pursuant to Sec. 456 *UGB* [Austrian Commercial Code], as amended. All collection costs (in particular dunning and encashment fees), whether court or pre-trial costs, and all costs caused to a credit organisation or collection agency in connection therewith shall be borne by the defaulting Party.

The purchaser shall not be entitled to withhold or offset payments due to warranty claims or other counterclaims.

If the purchaser is in default of payment or if after contract conclusion, circumstances become known that bring its creditworthiness into question, if it stops its payments or if the initiation of an insolvency process is applied for, we shall be entitled to perform any outstanding deliveries only against cash or advance payment or provision of a collateral. Incoming payments shall be used for paying back the respective oldest debt.

6. Retention of Title

We retain the title to the purchase object and/or sales proceeds until full payment. Such retention shall not be forfeited by processing or mixing, regardless of the manner and place.

As long as the purchaser is able to meet its obligations towards us as agreed, it shall be entitled to dispose about our reserved property in its ordinary course of business. Extraordinary disposals such as pledges, transfers as collateral, assignments and the

like shall be impermissible. Accesses to the goods and receivables covered by our retention of title by third parties shall be communicated to us by the purchaser within 48 hours.

7. Food Safety and Consumer Protection Act (*LMSVG*)

To the extent the delivered goods are meats, such meat is derived from animals which were found to be suitable and was obtained, processed, stored and transported pursuant to the provisions of the REGULATION (EC) No 853/2004 and the *LMSVG*, as amended.

8. Place of Jurisdiction

The competent court at the registered office of our company shall be the exclusive place of jurisdiction for both Contractual Parties. If several courts come into question, the plaintiff shall select to court for filing the action.

It is agreed that Austrian law shall be applicable, excluding its reference provisions. The applicability of the UNCITRAL commercial law (UN Sales Law) shall be explicitly excluded.

9. Severability Clause

If provisions of this contract are or become void or invalid, this shall not affect the validity of the remaining provisions. The void or invalid provision shall be reinterpreted or amended in a manner in which the commercial purpose intended with the void or invalid provision is achieved to the maximum extent. This shall also apply to any gaps.

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