



Terms and conditions of supply and payment

The following terms and conditions apply exclusively to the supply agreements concluded by us. To the extent not expressly agreed to the contrary, the terms and conditions shall also apply to all future business with us. Other contractual terms of the purchaser are therefore expressly contradicted. Our terms and conditions of supply shall apply even if we implement delivery to the customer without reservation despite knowledge of contradictory terms and conditions of the customer or ones deviating from our terms.

1. Property of the goods

1.1 To the extent not agreed to the contrary, the goods shall be supplied in a healthy and unspoilt property customary in the branch. Samples, specimens, analysis data and other statements of properties shall merely be indications within the bandwidth of the qualities customary in the trade which can actually be seen. The admissible quantity tolerance amounts to $\pm 5\%$. The weight determined by us shall be decisive.

1.2 Consultancy in connection with the property and the supply of the goods is given by us to the best of our knowledge and according to our experience. This consultancy shall be non-binding and shall not release the purchaser from own examinations and tests. The purchaser itself shall be responsible for observing statutory and official directives in the use of the goods.

2 Supply, passage of risk, examination duties, warranty

2.1 Supply shall be "ex works". The net purchase price shall be due for payment without any deduction immediately after supply and provision and presentation of the invoice and shall be paid franco payment office. Discount assurances only apply to the extent agreed in writing and only if the purchaser is not in arrears with the payment of previous services.

2.2 Complaints of any kind, in particular on account of defects in quality, wrong supplies and deviations in quantity not customary in the branch, shall be made without delay to the extent that they can be established with examinations which can reasonably be expected. If reasons for complaint are only recognisable later, the complaint shall be made without delay after establishment. If the purchaser fails to complain and to notify, the goods shall be deemed accepted unless it is a question of a defect which was not recognisable in a proper examination.

2.3 If the complaint is justified, we shall supply missing quantities and, apart from this, exchange the goods, take them back or agree a reduction in price with the purchaser. If the subsequent performance fails, the customer shall at its choice be entitled to withdraw from the contract or demand a reduction in price.

2.4 War, strike, lock-out, animal epidemics, lack of raw materials and energy, disturbances in operations and traffic, legislative or administrative measures and all cases of force majeure – also with our suppliers – shall release from the duty to supply for the duration of the disturbance and the scope of its effects. If such incidents reach a degree making supply unreasonable with a view to the user's interest in service, they shall entitle us to withdraw from the contract without the purchaser having a claim to damages.

3. Payment

3.1 Place of performance for the payment of the purchase price is Haren/Ems. Bills and cheques shall only be accepted by way of performance; costs incurred by this shall be borne by the purchaser and shall be due for payment with the hand-over of the cheque or bill. As customary amongst merchants, agreed prices shall be understood net exclusive of the value added tax at the time.

3.2 Offset against claims accruing to us with counterclaims shall be ruled out unless they have been acknowledged by us or have been established by a German court with legal effectivity. A right of retention has also been ruled out within this scope.

3.3 In the event of justified doubts about the purchaser's solvency, in particular in arrears in payments, we shall revoke payment periods which have been granted, subject to further claims, and make our claims, including bills, due for payment immediately. In addition, we can demand advance payments or collateral for further supplies. Agreed account current situations can be dissolved retroactively with an immediate effect. In such a case, the purchaser shall no longer owe the account balance, but the individual payment.

3.4 If the purchaser is in arrears in payment, we shall be entitled to demand provisional return of the goods remaining in our possession (see retention of title, Section 5.) at the purchaser's expense, even without exercising withdrawal and without setting a period of grace. The demand for return shall not portray a withdrawal from the contract per se.

4. General limitation of liability

The purchaser's claims to damages are ruled out. This exclusion shall not apply if and insofar as damages can be demanded according to cogent statutory provisions, e.g.

- in cases of malice aforethought or gross negligence;
- in injuries to life, limb and health;
- on account of assumption of a guarantee for the property of the object of supply;
- according to the Product Liability Act;
- in any other considerable breach of cardinal contractual duties.

In such cases, the claim shall however be limited to indemnification of the foreseeable damages typically occurring to the extent that we are not guilty of a deliberate breach of contract.

5. Retention of title

5.1 We reserve title to the goods supplied by us as long as claims from the business relationship with the purchaser still accrue to us.

5.2 The retention of title also extends to the acknowledged balance to the extent that we still have claims against the purchaser from account current.

5.3 The purchaser shall be entitled to consume, to blend or to resell the vendor's conditional commodities according to their intended use. Machining and processing shall be done on the vendor's behalf. The latter shall acquire ownership of the new object. The purchaser shall keep the object for the vendor. In the event of blending, the vendor shall acquire co-ownership of the share equivalent to the value of the object of supply to the value of the other commodities.

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