

General Terms and Conditions (AGB) for the sale and provision of services of the company Georg Rügamer GmbH, 97525 Schwebheim

## 1 Validity of the GTC

1.1 For offers, the sale of goods and the provision of services (e.g. wage processing) by the Georg Rügamer GmbH, the following terms and conditions apply exclusively and - if these terms and conditions do not contain any regulation - the German legal regulations.

1.2 Conflicting or deviating conditions of the customer are not recognized, unless their validity is expressly agreed in writing.

1.3 Our terms and conditions shall only apply to entrepreneurs.

## 2 Conclusion of contract, prices

2.1 Our offers are subject to change, in particular with regard to information on quantity, packaging, prices and delivery times. A contract is only concluded by a written order confirmation. Transmission by fax or e-mail even without signature is sufficient.

2.2 In the case of sales on the basis of samples or analysis results, the contract is effective unless the customer expressly disapproves of the sample sent in writing and in due time. The period of time for this is one week in the case of sale based on the results of a sample or analysis, and four weeks in the case of sale based on the results of an analysis; it begins on the day following the delivery of the sample. The costs associated with the examination shall in any case be borne by the customer.

2.3 Our prices are ex works, excluding value added tax, freight and insurance costs and any analyses requested. When goods are sold, the customary commercial packaging is included. If no specific price is quoted, the prices valid at the time of receipt of the respective order confirmation shall apply.

## 3 Delivery Date, Partial Delivery and Withdrawal in Case of Obstacles to Performance

3.1 If our self-supply is delayed due to force majeure or due to another impediment to performance for which we are not responsible and if compliance with an agreed delivery date becomes impossible for this reason, we shall be entitled to postpone the delivery date by the duration of the impediment plus a reasonable start-up period and/or to make partial deliveries if necessary.

3.2 If the duration of the delay in delivery is unforeseeable due to force majeure or due to another obstacle to performance for which we are not responsible, or if our self-supply fails to materialise for such reasons and if other cover cannot be obtained on terms which are reasonable for us, we may withdraw from the contract. If for such reasons we receive only partial self-supply or if a covering purchase is only partially possible for us, we can also withdraw from the contract only partially, unless the buyer is not interested in partial performance.

3.3 We shall also have a right of withdrawal in the event of an official or statutory prohibition of the delivery of goods, provided that this measure only became known after the conclusion of the contract.

#### 4 Quantity and condition of the goods, packaging

4.1 We reserve the right to deliver up to 5% more or less than the ordered quantity if the changed delivery quantity is due to technical (e.g. hardly foreseeable shrinkage of the preliminary product) or economic (e.g. container size of the preliminary supplier) reasons.

4.2 Goods designated as "original imported goods" come from a third country and have not been processed by us. The quality parameters of these goods may differ from those of our own sales goods without the goods being defective as a result.

4.3 If a customer requires a special permit, approval, licence or similar with regard to the quality of the goods for import into the country of destination, the goods need only be of a quality corresponding to these requirements if this has been expressly agreed. The customer is responsible for obtaining such approval, authorisation, permit or similar.

4.4 A claim to delivery from a specific harvest shall only exist if this has been expressly agreed.

4.5 Unless otherwise agreed, the purchaser will receive the goods in customary commercial packaging.

#### 5 Special conditions for subcontracting

5.1 The object of subcontracting is the processing or treatment of delivered goods (e.g. sterilisation, stock protection treatment, drying, cutting, grinding, cleaning, mixing). The processing or treatment of the goods shall be based on the current state of the art. Nevertheless, unavoidable structural changes may occur, especially during sterilisation and drying.

5.2 Subcontracting is a service, a certain success is not owed. Insofar as the customer has provided a sample of the desired finished product quality when placing the order or has given specific details in writing regarding cut, screen sizes, drying loss etc., these are to be understood as targets which cannot be achieved with certainty due to the uneven nature of natural products.

5.3 If, in the course of the execution of an order for subcontracting, it turns out that the processing will be more expensive than initially assumed due to product-specific factors not recognizable at the time of the conclusion of the contract and if we notify the customer of this, both contracting parties may withdraw from the contract if they cannot reach agreement on the additional price.

#### 6 Periods of performance, risk assumption, partial performance

6.1 An agreed performance period shall commence on the day following the receipt of the order confirmation by the Purchaser, but no earlier than the day after the Purchaser has fully performed any cooperative acts, in particular the provision of documents, approvals or releases to be obtained by him, the submission of his own declarations, the receipt of an agreed advance payment and, in the case of subcontracting, the complete delivery of the goods to be processed.

6.2 In the case of subcontracting, performance deadlines may be exceeded by a maximum of two weeks, notwithstanding the provision in No. 6.3, insofar as this is due to technical reasons or the nature of the raw product.

6.3 Insofar as the dispatch of goods for sale is agreed, the customer shall bear the risk of loss or deterioration even if the dispatch is carried out according to instructions ex works of a sub-supplier directly to the customer, unless the loss or deterioration is due to a grossly negligent or intentional breach of duty by the sub-supplier. If the agreed dispatch is delayed due to circumstances for which

we are not responsible, the risk of loss or deterioration of the separate goods shall pass to the customer upon receipt of the notification of readiness for dispatch by the customer. The customer shall bear the costs of storing the goods.

#### 7 Acceptance in case of agreed partial delivery, contractual penalty

7.1 If the customer is granted the right to call off the goods in partial quantities within a certain period of time, he must call off 50% of the agreed quantity within the first half of the period.

7.2 If the orderer accepts less, he shall owe a contractual penalty amounting to 5% of the value of the insufficiently accepted goods.

7.3 In this case, instead of asserting the contractual penalty, we shall be entitled to set the customer a reasonable period of grace for acceptance of the entire goods and to withdraw from the contract if acceptance does not take place.

#### 8 Retention of title, assignment as security

8.1 We reserve title to the delivered goods until receipt of all payments owed under the business relationship with the customer.

8.2 Any processing or transformation of the delivered goods by the customer shall always be carried out for us. If the delivered goods are processed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the value of the delivered goods to the other processed objects at the time of processing.

8.3 The customer hereby assigns to us all claims against third parties to which he is entitled in connection with the use of the goods delivered by us - in particular due to resale, processing or combination. The assignment shall be in the amount of 110 % of the value of the goods delivered by us. The assignment, which does not require a special declaration of acceptance by us, serves to secure all our claims against the purchaser.

8.4 Subject to revocation at any time, we authorise the customer to collect the claims assigned to us against third parties. In the event of default of payment, the customer is obliged to provide us immediately with all information that is useful for the enforcement of our rights from simple or extended reservation of title. The customer hereby authorises us to notify the third party of the assignment on his behalf.

#### Section 9 Warranty

9.1 The customer can only assert rights in the event of defects in the delivered goods if he inspects the goods immediately after delivery and notifies the defect within five days of delivery at the latest. In the case of hidden defects, the period shall commence upon discovery of the defect.

9.2 We are liable for the delivered goods being free of defects. In the case of natural products, biologically based variations in form, colour and structure as well as in terms of active ingredient content do not constitute a defect, unless certain parameters agreed in individual contracts are not met or the quality deviation exceeds the usual extent.

9.3 If the goods are defective and if the prerequisites of Nos. 9.1 and 9.2 are met, the Buyer may demand subsequent performance in accordance with the statutory provisions or reduce the purchase price or withdraw from the contract and claim damages under the statutory conditions.

9.4 If we are obliged to bear the expenses necessary for the purpose of rectification, in particular transport, travel, labour and material costs, this shall not apply if the expenses increase because the delivered item was taken to a third location after delivery to the customer.

9.5 Insofar as the customer is entitled to compensation for damages instead of performance, our liability is limited to compensation for foreseeable, typically occurring damages.

9.6 If the customer is entitled to a claim based on supplier recourse according to statutory provisions, he shall only be entitled to a credit note in the corresponding amount.

## 10 Other liability claims, limitation of liability

10.1 We shall also be liable without limitation in the event of intentional breach of duty by our representatives or vicarious agents. In the event of negligent action by our representatives or vicarious agents, our liability shall be limited to the foreseeable, typically occurring damage. The liability for slight negligence also of our representatives and vicarious agents is excluded.

10.2 In the event of liability claims under the Product Liability Act, our liability shall be limited to the typically foreseeable damage.

10.3 The above limitations of liability shall not apply in the event of injury to life, body or health, unless the goods are delivered to a place outside the European Union.

## 11 Terms of payment, offsetting against counterclaims

11.1 Our invoices are payable within fourteen days from the date of invoice. In all other respects, the statutory regulations concerning the consequences of default in payment shall apply.

11.2 The customer shall only be entitled to offsetting rights if his counterclaims have been legally established, are undisputed or have been recognised by us. The customer may only assert a right of retention if his counterclaim is based on the same individual contractual relationship.

## 12 Statute of limitations

12.1 The limitation period for claims for defects is twelve months from the date of transfer of risk. The statutory regulation on the suspension of the limitation period in the event of a supplier recourse remains unaffected.

12.2 Other claims of the Buyer shall become statute-barred within twelve months, unless we are liable due to intent.

## 13 Choice of law, place of jurisdiction, place of performance

13.1 The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods, unless its validity is expressly agreed.

13.2 The place of performance for all rights and obligations arising from this contract is our registered office.

13.3 The place of jurisdiction is Schweinfurt; however, we may also assert claims at the customer's place of business.

Georg Rügamer GmbH, 6.03.2018