

## Sales- and Delivery Conditions

1. Only the following conditions apply to all deliveries, even those from future business transactions. They are recognised as binding upon the first delivery. The legal invalidity of one part of the following conditions shall not influence the validity of the content of other conditions.
2. The delivery takes place from cold storage at the designated shipping time exclusive of a slaughterhouse compensatory levy and other ancillary charges.  
Circumstances that make the delivery of ordered or sold items impossible or excessively difficult, as well as all cases of force majeure, government measures, interruptions in operation and the like, even if these affect our suppliers, exempt us from the obligation to deliver for the duration of the hindrance or its effects.
3. The goods ship at the buyer's risk, even if the shipper prepays freight, so that any damage or loss of weight occurring during the course of transportation is at the expense of the purchaser.
4. Defects are to be reported immediately upon receipt of the goods. Objections raised subsequently shall be rejected if the recipient has accepted the goods without any complaints. There is no liability of the seller that the delivered goods are suitable for the purpose envisaged by the purchaser.
5. All invoices are due immediately upon receipt by the purchaser without any discount, provided no terms of payment were expressly agreed upon. Statutory interest is to be paid for payments delayed more than seven days following receipt of the invoice or occurrence of the terms of payment (even without prior warning).
6. If the purchaser is in default on a payment, if he has stopped payment or there are facts present, which deem an immediate suspension of payment, then we are entitled (subject to our other rights) to demand advance payments or security deposits. We are also entitled to wholly or partially resign from all current contracts with the purchaser or to claim compensation for damages due to non-fulfilment. Should the purchaser's economic situation worsen or should his legal situation change, we are entitled to demand security deposits or, if those are refused, to withdraw from the contract. The same applies for the receipt of adverse information about the purchaser.
7. Up until the completed payment of the purchase price, the goods remain our property in the way of the extended and expanded reservation of title. The same applies until payment of all past and future shipments within the business relationship, including all incidental claims (for payment by check or draft until redemption of the check or draft). Until then, the purchaser is not entitled to pledge the goods to third parties or assign them by way of security. In the event that the goods have been processed or have been mixed with other goods into indeterminable proportions and the goods delivered under retention of title are to be considered an essential component of the newly produced goods, then the purchaser transfers the property of the produced goods to us to secure our claims while under the simultaneous agreement that the purchaser shall retain these goods for us. The purchaser is entitled to sell the goods or the product made from the goods in the proper process of sale. Claims in the amount of the original invoices made against the third party resulting from resale shall pass to us as a precaution without requiring a special agreement in individual cases. Provided the purchaser properly meets his payment obligations to us, he is authorised to collect this claim for our invoice, but we are authorised to inform the buyers (third party who is to be named for us upon request) of the transfer and to issue instructions. The proprietary right is valid against the shipper and carrier to whom the goods were transferred by the purchaser's request or on our behalf.
8. Any deviating agreement is null and void, provided it is not confirmed in writing.
9. Osnabrück is the place of jurisdiction.