



## **Uniform General Terms and Conditions of the companies of Uelzena eG (Uelzena-Group)**

### **I. Scope of application, companies of the Uelzena-Group, changes to these General Terms and Conditions**

1. Unless otherwise agreed, our sales and delivery conditions below apply exclusively for all deliveries and services from us to our Customers, i.e. a company of the Uelzena Group according to Item I.2. Supplementary or deviating conditions of the Customer apply only if we have explicitly accepted them in writing. This also applies for changes to this written form clause.
2. The uniform General Terms and Conditions apply for the following companies of the Uelzena-Group:  
Uelzena eG  
Hoche Butter GmbH  
Warmseener Spezialitäten GmbH  
H. Schoppe & Schultz GmbH & Co. KG  
Altmark-Käserei Uelzena GmbH
3. Customers are informed in writing of changes to these General Terms and Conditions. They are considered approved unless the Customer objects to them in writing. We shall specifically point out this consequence upon notification. The Customer has to dispatch the objection to us within 6 weeks upon notification of the changes.

### **II. Offer, formation of the agreement, condition of our products**

1. Our offers are principally subject to change. All agreements are formed upon receipt of our written order confirmation, at the latest upon transfer of the product/provision of the service. Our offer, our order confirmation and these General Terms and Conditions are decisive for the contents of the agreement.
2. Only those characteristics and features specified on the product packaging and in our order confirmation apply as the agreed condition of our products. Other or further characteristics and features only apply as an agreed condition if they are explicitly confirmed by us in writing.
3. Declarations by us concerning the characteristics of the products only represent a quality warranty if we have explicitly specified them in writing as a quality guarantee.

### **III. Deliveries, delivery times, force majeure**

1. Unless otherwise agreed, deliveries are performed ex works (incoterms 2010). If the product is ready for dispatch and if the dispatch or acceptance is delayed due to reasons not owed to us, the risk is transferred to the Customer upon receipt of the ready-for-dispatch notification.
2. Delivery and performance deadlines are only binding if we have explicitly confirmed them in writing. Delivery deadlines refer to the dispatch ex works; in case of free deliveries, they refer to the day the Customer receives the products.



3. We are not liable for the impossibility of the delivery or delays in the delivery, if they were caused by force majeure, for which we are not responsible. Cases of force majeure describe unforeseen circumstances and events for which we cannot be held responsible, which could not have been prevented with the care of a prudent merchant (e.g. industrial disputes, war, fire, transport obstacles, raw material deficit, official measures). We shall inform the contractual partner immediately of the occurrence of such events. If events such as these significantly complicate the delivery or service or render them impossible for us and if the impediment is not of a mere temporary nature, we are entitled to withdraw from the agreement. In case of temporary impediments, the delivery or service deadlines are extended or delayed by the term of the impediment plus an appropriate start-up period. If the contractual partner cannot be reasonably expected to accept the delivery as a consequence of the delay, he can withdraw from the agreement by way of an immediate written declaration.
4. If we have concluded a congruent hedging transaction with our pre-suppliers in due time, the delivery and service deadlines specified by us apply subject to on-time and proper self-supply. If we are not supplied, not properly supplied or not on time, we and the contractual partner are entitled to the rights specified under 3.
5. In case of deliveries on call, the goods have to be retrieved at regular intervals in consistent quantities, if possible, unless agreed otherwise. Upon expiration of the agreed retrieval period, we are entitled to deliver the entire residual amount immediately. In case of retrieval at a later date, we reserve the right to charge the current daily rate.
6. We are entitled to make partial deliveries, if these are reasonable for the Customer.

#### **IV. Prices and payments**

1. Unless explicitly agreed otherwise, the prices apply ex works plus packaging, freight, insurance and VAT; in case of exports also plus customs as well as fees and other levies.
2. Unless agreed otherwise, all invoices are due and payable immediately without any deduction to an account specified by us.
3. Payment is only received once we are ultimately able to dispose of the amount. Bills of exchange and cheques are only accepted on account of performance. By accepting bills of exchange or cheques, we do not assume any obligation in terms of protestation and on-time submission. All expenses or other costs related to the collection of bills of exchange or cheques are the responsibility of the Customer.
4. If it becomes apparent that our payment claims are in jeopardy due to the Customer's inability to pay, we are entitled to render all not yet due claims from the entire business relationship with the Customer due and payable immediately if we have already provided our deliveries and services. This also applies if we have already accepted bills of exchange or cheques. A risk exists if a bank or credit agency suggests the Customer's lack of creditworthiness. This also applies if the Customer is in default of payment with at least two invoices. In this case, we are furthermore entitled to set an appropriate deadline for the Customer during which he, at his discretion, has to provide payment or securities concurrent with the provision of the still pending deliveries and services. We are entitled to withdraw from the agreement upon the unsuccessful expiration of the deadline. Setting a period of grace is not necessary in case of suspension of payment or over-indebtedness.



5. In the event of default of payment, we are entitled to demand interest of 9 percentage points above the basic interest rate subject to the assertion of greater default damage.
6. Offsetting by the Customer is only permitted against an uncontested or legally determined claim. If the offsetting is not permissible, the Customer is also not entitled to retention, for the remainder, only with respect to claims from the same agreement.
7. The assignment of claims against us requires our written consent.
8. In the event of a payment on a SEPA basis or corporate direct debit we informally notify the Customer in case of a one-off SEPA debit and for each SEPA permanent direct debit with changing amounts one working day prior to the direct debit at the latest. In case of a first SEPA permanent direct debit with invariable amounts we shall notify the contractual partner of the first direct debit and the subsequent direct debit at least one working day prior to the first and subsequent direct debit.

## **V. Warranty**

1. Discernible defects and quantity deviations have to be reprimanded in writing without undue delay; otherwise, the defects are deemed approved. Concealed defects have to be reported in writing immediately upon their discovery. The purchaser is obligated to provide us with the opportunity to verify the defect without undue delay. The purchaser is furthermore obligated to store and treat the rejected product in an appropriate manner. Returns can only be made with our consent. Upon our request, the rejected products have to be returned to us carriage paid. We shall reimburse the costs of the most economic route of transfer in the event of a justified notice of defect; this does not apply if the costs increase because the products are situated at a location other than that of the specified usage.
2. In case of justified, on-time notices of defect from the Customer, we are entitled to subsequent improvement or replacement delivery subject to the return of the defect products at our discretion. The Customer can only assert his other statutory warranty rights if he has provided us with an appropriate period of grace for subsequent fulfilment, if we have refused subsequent fulfilment, if the subsequent fulfilment fails or is unreasonable for the Customer. In the event of a reduction of the claim for withdrawal or for the compensation of expenditures, a grace period is not required if the Customer had to take back our products from a consumer as a consequence of their defect or if a consumer has reduced the Customer's purchase price.
3. The relevant statutory conditions applicable in the Federal Republic of Germany are solely decisive in the event of quality complaints. The products are inspected in accordance with the procedures specified in Section 64 (1) German Food and Feed Code (LFGB) or the Method Manual VDLUFA: We have to be provided with the opportunity to check the complaint prior to the processing or on-selling of the rejected products.

## **VI. Liability limitation**

1. Any compensation claims of the Customer, regardless of the legal reason, are excluded. This does not apply in case of mandatory legal liability, particularly in the event of damage to life, limb and health, fraudulent intent, intent and gross negligence, the violation of essential contractual obligations as well as damages according to the ProdhaftG (Product Liability Act).
2. Compensation claims due to the negligent violation of essential contractual obligations are limited to the foreseeable damage typical of the agreement.



3. Insofar as our liability is excluded or limited based on the paragraphs above, this shall also apply for the liability of our organs, employees, staff, representatives as well as vicarious agents and assistants.
4. If we have granted certain rights to the Customer in the context of a quality guarantee in the event of a defect, such rights are unaffected by the above-mentioned liability limitations.
5. A change of the onus of proof to the disadvantage of the Customer is not associated with the above regulations.

#### **VII. Reservation of title**

1. The delivered products remain our sole property up to the full payment of the purchase price and all claims owed to us now or in the future based on the business relationship with the Customer.
2. The processing or reconstruction of our products by the Customer is always performed on our behalf as the manufacturer. If our products are processed with other items not belonging to us, we procure co-ownership of the new object at the ratio of the value of our products to the other processed item at the time of processing. For the remainder, the same conditions apply for the product created by the processing as in case of our products delivered under reservation.
3. If our products are inseparably intermingled with other objects not belonging to us, according to Section 948 BGB (German Civil Code), we obtain co-ownership in the new item at the ratio of the value of our products to the value of the other intermingled items at the time of intermingling. If the other item of the Customer is considered the main item, it is hereby agreed that the Customer assigns to us proportional ownership. The Customer preserves our (co-)ownership for us free of charge.
4. The Customer is entitled to process and sell the reserved goods in the course of proper business transactions as long as he is not in default with his payment obligations toward us. Pledges or chattel mortgaging is inadmissible. As a form of security, the Customer hereby assigns to us all claims from the on-selling of the products (including all balance claims from the current account), insurance claims as well as claims against third parties due to damage, destruction, theft or loss of the products. The same applies in case of other claims replacing the reserved goods or claims otherwise generated with respect to the reserved goods. If we are only entitled to co-ownership to the reserved goods, the advance assignment is limited to the top-ranking partial amount of the claim which equates to the ratio of our co-ownership (based on the invoice value). If the product is on-sold, the Customer has to reserve ownership to the reserved goods against his Customer up to the full payment of the purchase price. The Customer is not entitled to on-sell the products to third parties if the purchase price claim from the on-selling is subject to assignment prohibition.
5. Subject to revocation, we authorise the Customer to collect the claims assigned to us in his own name on his account. This direct debit mandate can be revoked if the Customer does not comply properly with his payment obligations toward us or if our claims appear jeopardised due to a lack of performance by the Customer. Upon demand, the Customer has to inform the debtors of the assigned claims.
6. In case of third-party access to the reserved goods, the Customer shall inform such third party of our ownership and notify us immediately. The Customer is responsible for our intervention costs.



7. The Customer is entitled to demand from us the release of claims to the extent that the realisable value of our securities exceeds our secured claims by more than 10%. The claims to be released shall be at our discretion.
8. If the Customer is in default of payment, we are entitled to demand the preliminary return of our reserved goods at the expense of the Customer also without granting a period of grace - by way of restitution or return transport to us - or demand the assignation of the Customer's restitution claims against a third party, if applicable. The return as well as the seizure of the reserved goods by us does not constitute a withdrawal from the agreement. We are prepared to return the retrieved products to the purchaser at any time concurrent with the payment of the purchase price.
9. If the reservation of title agreed under VII. is not compliant with the foreign laws in case of deliveries abroad, the regulations regarding the reservation of title are to be reinterpreted to the extent that it complies with the foreign laws and is reasonably close to the regulations agreed upon under VII.

#### **VIII. Place of jurisdiction**

1. If the Customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive joint place of jurisdiction for all direct and indirect disputes arising from the contractual relationship is Uelzen, Germany. However, we are also entitled to sue the Customer at his general place of jurisdiction. —
2. The exclusive place of jurisdiction is Uelzen, Federal Republic of Germany in case of all disputes from the contractual relations also in case of border-transcending deliveries (Article 17 of the EU Convention on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters dated 27.09.1968 (EuGVÜ)). We reserve the right to invoke also any other competent Court based on EuGVÜ date 27.09.1968.

#### **IX. Final conditions**

1. The Agreement is exclusively governed by the laws of the Federal Republic of Germany, also if the legal dispute is conducted abroad, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
2. If the Customer is a merchant, a legal person under public law or a special fund under public law or if his residential address is outside of the Federal Republic of Germany, the sole place of jurisdiction for our deliveries and services is the respective production site of the ordered products. Place of payment for the Customer is Uelzen.
3. If one of the conditions in these General Terms and Conditions or in the context of other agreements is or becomes ineffective, the effectiveness of all remaining conditions or agreements remains unaffected.
4. This Agreement voids all previous sales and delivery conditions.