

## **General Conditions of Sale and Delivery of Rolker Ökofrucht GmbH**

### **General**

All sales conducted by Rolker Ökofrucht GmbH (hereinafter referred to as the "Seller") in its own name and on its own account are made exclusively on the basis of the following terms of delivery and payment. Any deviations contradicting these terms will not be recognised by the Seller, even if we do not object to them. The only exceptions to this are instances where we explicitly approve the deviating terms the Buyer requests in writing. Every sale is subject to the legal regulations and quality standards applicable to food sales in the Federal Republic of Germany valid at the time the contract is concluded, the provisions of the German Civil Code (BGB), of the German Commercial Code (HGB) and of the other general German laws. In addition to the terms below, trading in fruit and vegetables is subject to the COFREUROP conditions, except to the extent that they are modified or added to by the conditions below. The conditions below take priority in all cases.

### **Formation of contract**

Quotations by the Seller to the Buyer are subject to alteration. The contract will not be concluded until the order confirmation is sent or the delivery is made.

Written order confirmations shall be considered as having been approved unless the recipient objects to them immediately in writing.

### **Delivery, transfer of risk**

Our sales are effected subject to us receiving correct and timely deliveries.

Delivery times are approximate unless they have been agreed as fixed delivery dates.

In cases of Act of God, particularly wet weather and frost resulting in crop failures, transport problems, measures taken by the authorities, import and export restrictions, riots, strikes, theft, traffic jams, staff absences, non-delivery by sub-suppliers, we are entitled to delay the goods delivery by a period equivalent to the duration of the disruptive event, to withdraw from the contract or to make partial deliveries depending on the extent of the Act of God without the Buyer being entitled to claim for damages or for subsequent delivery.

Unless otherwise determined in the contract or in the order confirmation, place of performance for deliveries is the dispatch location, independent of who is paying for the freight cost. Insurance will only be arranged by agreement with the Buyer and at the Buyer's expense.

### **Acceptance, inspection for defects and warranty**

Under the COFREUROP conditions, notices of defect regarding deliveries of fresh fruit and vegetables must always be conveyed immediately and for Class I within 6 hours and for Class II within 8 hours from receipt of the goods. All other notices of defect must also be conveyed without delay and within 12 hours from receipt of the goods. Complaints regarding quantity or weight must be notified by the Buyer within 48 hours from the goods having been delivered. In these cases, the bill of weight from a public weighing station or an affidavit with a counting result confirmed by the carrier must be submitted.

Each delivery or partial delivery is considered a separate business transaction. Any defects affecting one delivery shall not have any legal consequences for other deliveries.

Any warranty is void if the goods are subjected to any change by a third party. If a quality deficiency only affects a part of the delivery not exceeding 5 % and the remainder of the consignment conforms to the contractually agreed quality description, this merely entitles the Buyer to a commensurate deduction.

In the event of a delivery of the wrong goods or if there is a quality deficiency affecting over 5 % of the consignment, we are entitled, but not obligated, to supply a replacement delivery. If we refuse to make a replacement delivery or if the replacement delivery is also deficient within the meaning of the above sentence, the statutory provisions apply.

If the goods have been purchased after inspection by the Buyer or a person acting on their behalf, all claims are excluded.

### **Payment and reservation of ownership**

Our invoices are due for payment within 14 days from the date of invoice without deduction VAT unless our order confirmation states otherwise. Our prices are net plus the statutory VAT.

The Buyer is only entitled to exercise rights of setting off or of retention if their counterclaims have been confirmed by a non-appealable court decision or are undisputed or if we have recognised them.

If payment is not made on time, we are entitled to charge default interest of 1 % above the rate that our commercial bank charges at any one time. We reserve the right to make a further claim for damages caused by the default.

The goods or the product produced from it through preparation and processing shall remain our property until receipt of full payment, in the case of bills of exchange or cheques until final receipt of the money. In the event of our goods being mixed with other goods, we shall become co-owners as stipulated by sections 947, 948 BGB.

The Buyer may sell on the goods or the product manufactured from it through preparation or processing in the course of its normal business, whereby the proportion of the purchase-money claim equivalent to our claim against the Buyer is already now assigned to us. Where the third party pays the purchase price to our Buyer, the Buyer merely collects it in trust for our invoices under their transfer obligations and pay it over to us immediately until our claim is settled.

Should there be any intervention by creditors of the Buyer, in particular seizure of our goods, the Buyer must inform us immediately in writing. The Buyer shall pay all costs for measures to remedy the effects of the intervention.

Until the payment of all claims arising from the business relationship including any refinancing or inverted bills, we reserve ownership in our goods deliveries, which may only be sold in the ordinary course of business. We undertake to release the securities that we are entitled to at the Buyers request to the extent that the value of our securities exceeds the secured receivables by more than 20 %.

### **Place of fulfilment**

Stade shall be the place of fulfilment for payment and the place of jurisdiction in all cases – including proceedings restricted to documentary evidence and summary proceedings for the enforcement of bills or recovery of debt.

If there is considered to be a difference between the German and the English versions of the General Terms and Conditions, the German version (AGB) prevails.