

General Terms of Sale and Delivery

1. Validity of the Conditions (Including Target Group)

- 1.1 These General Terms of Sale and Delivery apply exclusively to legal transactions which Nutrilo enters into with entrepreneurs, i.e. such natural or legal persons or partnerships having legal capacity which act in the execution of a commercial or self-employed vocational activity. These General Terms of Sale and Delivery do not apply in the case of legal transactions with consumers to which no commercial or self-employed activity can be attributed.
- 1.2 All deliveries and other services, as well as offers of Nutrilo, are performed exclusively on the basis of the following conditions.
- 1.3 These terms and conditions of business apply exclusively; conflicting or alternative conditions of the customer shall not apply unless Nutrilo has explicitly agreed to their validity.
- 1.4 Legal declarations of the parties which according to the contract and/or these General Terms and Conditions require the written form, shall also be deemed to have been submitted in a formally valid manner if they are submitted by facsimile.
- 1.5 Insofar as one or more provisions of these terms and conditions of business or the individually negotiated contractual arrangements be or become invalid, this shall not affect the validity of the remaining conditions.

2. Offer and Conclusion of the Agreement

- 2.1 The offers of Nutrilo shall have a binding effect of not more than one month.
- 2.2 The employees of Nutrilo are not authorised to conclude verbal subsidiary agreements or to give verbal assurances which deviate from an offer submitted in writing or a contract concluded in writing.
- 2.3 Purchase orders and other orders submitted by the customer are only binding for Nutrilo insofar as they are confirmed by Nutrilo in writing or Nutrilo executes them by dispatch of the goods.

3. Prices

- 3.1 The prices stated in the pricelists of Nutrilo are subject to confirmation and only apply to sales to domestic customers unless explicitly marked otherwise.
- 3.2 The prices stated in the pricelists and offers of Nutrilo are net prices. They are subject to value-added tax and other mandatory levies which are shown separately in the statutory amount on the invoice on the date of invoicing. Any details of ancillary expenses are provided without engagement.
- 3.3 The prices of Nutrilo are quoted ex works or from stock.
- 3.4 In the case of long-term supply agreements the agreed price applies for the duration of four months from the time of conclusion of the agreement. Thereafter Nutrilo is entitled to demand a price adjustment corresponding to the changed cost factors. Insofar as the resulting price increase is more than 10% of the initial price, the customer is entitled to cancel the agreement.
- 3.5 In the case of consignments with an order value of less than EUR 100.00 (excluding VAT) the customer shall be charged a surcharge for small quantities.

4. Deliveries

- 4.1 Delivery periods begin upon the receipt of the order confirmation by the customer.
- 4.2 Insofar as Nutrilo is overdue with a delivery, the customer shall grant a period of at least a further 7 days for fulfilment of the agreement.
- 4.3 Delays in delivery resulting from an act of God, strike, unforeseeable interruptions to business operations, delivery restrictions for the raw, operating and auxiliary materials required for the production of the purchased item, as well as energy, transport bottlenecks and other circumstances for which Nutrilo is not responsible, shall release Nutrilo from its delivery obligation for the duration of their occurrence and shall substantiate a reasonable change to the delivery dates. In these cases the customer shall be entitled - after the expiry of an appropriate period of grace to be set by the customer - to refuse acceptance of the delayed deliveries. In the stated cases the customer shall have no further claims against Nutrilo.
- 4.4 Nutrilo is entitled to provide the contractual service in part-deliveries.

5. Place of Performance, Transfer of Risk, Shipping

- 5.1 The place of performance is the works or warehouse from which the delivery is effected.
- 5.2 The risk of accidental loss and accidental deterioration of the purchased item passes to the customer upon its transfer to the customer or haulier. This also applies if Nutrilo issues the transport order for the customer or performs the transportation itself. It is the responsibility of the customer to take out insurance to cover the stated risk. The transfer of risk also occurs if the customer is responsible for al-

lowing the agreed delivery date to pass or the collection is not performed within 7 days of receipt of the notification of readiness for dispatch.

- 5.3 In the absence of specific instructions on the part of the customer, Nutrilo is free to decide on the choice of forwarding agent and carrier, as well as the mode of transport.

- 5.4 In cases where rail shipments are ordered, the station of receipt is to be stated by the customer.

6. Terms of Payment

- 6.1 In the absence of any alternative agreement, all invoices are to be paid by the customer without a discount within 30 days of the date of invoice in the stated currency. Cash discounts are not permitted.
- 6.2 Nutrilo reserves the right to accept bills of exchange from case to case. If necessary, bills of exchange and cheques are only accepted subject to encashment. Bank charges and fees, returned direct debit and processing costs shall be borne by the customer.
- 6.3 Insofar as the customer is in default with respect to the settlement of an invoice, all outstanding claims of Nutrilo shall become due for payment immediately irrespective of the agreed payment dates. Furthermore, until the settlement of all outstanding invoices Nutrilo shall be entitled to defer the deliveries which are still to be executed and demand payment in advance for these.
- 6.4 The offsetting of claims against counterclaims of the customer is not permitted unless these counterclaims are due and undisputed or legally established.

7. Retention of Title

- 7.1 All deliveries and services are executed subject to retention of title. Ownership is only transferred to the customer when it has fulfilled all of its liabilities in existence at the time of payment that are associated with the business relationship with Nutrilo. In the case of an open account the retention of title shall be deemed to be security for the account balance of Nutrilo.
- 7.2 Insofar as the purchased item supplied which is subject to the retention of title has been processed, Nutrilo is the manufacturer within the meaning of the law (§950 German Civil Code (BGB)), but to the exclusion of the assumption of any manufacturer's obligations. Nutrilo shall have pro rata co-ownership of the new item in the same ratio of the purchase price of the processed item to the value of the new item.
- 7.3 Insofar as the purchased item is connected to or mixed with an item of the customer or third party, Nutrilo shall acquire - in place of the customer - the pro rata co-ownership of the new item. Any claims to which the customer has a right in the case of a statutory transfer of ownership to a third party against the latter are hereby assigned in advance to Nutrilo. Nutrilo hereby accepts this assignment.
- 7.4 The customer is authorised to sell on the supplied goods which are subject to the retention of title in the ordinary course of business. The customer hereby assigns the first-priority part of its claims from any authorised or unauthorised resale which corresponds to the invoice price (including VAT) of the items supplied by Nutrilo in advance to Nutrilo. The names and addresses of the purchasers, as well as the level of the respective claim, are to be notified to Nutrilo at the first request. The customer is authorised to continue collecting its claims that have been assigned to Nutrilo for as long as it duly complies with its payment obligations towards Nutrilo and Nutrilo does not revoke this entitlement for another substantiated reason. Nutrilo hereby accepts the advance assignments laid down in this provision.
- 7.5 Until the time of the due and proper utilisation of the goods supplied subject to the retention of title or the new items created as a result of the combination, mixing or processing, the customer shall store these separately from other items. The customer shall bear all of the costs and expenses required during this time to maintain the storage of these items and shall be liable to Nutrilo for any deterioration in their condition. The items are to be sufficiently insured against damage, loss and destruction. At the request of Nutrilo, written proof of this is to be provided.
- 7.6 Any hypothecation or transfer by way of security of the purchased goods or the new item that has been created is inadmissible. Attachments or any other impairments of Nutrilo's ownership by third parties are to be notified to Nutrilo by the customer without delay and averted by suitable means. Insofar as Nutrilo has cause to protect its claims to the supplied goods through the initiation of third-party proceedings in accordance with §771 Code of Civil Procedure (ZPO), the customer shall be liable to Nutrilo for the court and out-of-court costs insofar as the opposing party is not in a position to provide compensation.
- 7.7 In the case of behaviour that is in breach of contract on the part of the customer, in particular default of payment, Nutrilo is entitled to withdraw from the agreement and take back the supplied goods.
- 7.8 Nutrilo undertakes to release securities at the request of the customer insofar as the realisable value of these securities exceeds the collateralised claims by more than 20%; the right to select the securities to be released shall lie with Nutrilo.

8. Warranty

- 8.1 Details of the properties, composition, usability, suitability or effect of the purchased item, the surrender of models and samples, as well as any reference to norms and guidelines only represent undertakings with respect to certain properties of the purchased item if Nutrilo has confirmed them to the customer as such explicitly in writing.
- 8.2 Deviations from specifications which remain within acceptable latitudes shall not be deemed a defect in the sense of the warranty provisions.
- 8.3 For short deliveries or defective purchased items Nutrilo shall provide subsequent or replacement deliveries as quickly as possible - taking into account the delivery options available - to the extent necessary to compensate for missing quantities and replace defective parts of the purchased item. The customer is obliged to accept the partial quantity and the defective parts of the delivery, as well as the subsequent or replacement delivery. Insofar as the subsequent or replacement delivery does not result in the overall performance of Nutrilo being complete or defect-free, or insofar as the customer cannot be expected to accept the subsequent or replacement delivery, the customer shall have a right - to the exclusion of any further claims - to cancel the sale or reduce its price in accordance with the general statutory regulations.
- 8.4 Within the framework of the warranty the customer shall have no claims whatsoever - in particular no claims for damages - other than those referred to in section 8. of these conditions, unless the loss or damage can be shown to have been caused wilfully or as a result of gross negligence by a legal representative or party employed in performing a contractual obligation for whom Nutrilo is vicariously liable.
- 8.5 Nutrilo shall be exempted from providing any warranty insofar as defects to the purchased item are attributable to compliance with instructions issued by the purchaser or errors committed during transport executed by the purchaser, when the goods are put into storage or as a result of the use of the purchased item by the purchaser.
- 8.6 Immediately upon arrival at the destination the purchased item is to be inspected carefully and thoroughly by the purchaser with respect to its completeness and fault-free condition in accordance with the information provided on the delivery note. All defects or short deliveries which become apparent as part of this inspection are to be notified to Nutrilo in full in writing, stating all details and any possible consequences of loss or damage. The samples required for the inspection are to be taken by sworn samplers.
- 8.7 Any defective quantities or short deliveries found are to be notified without delay to Nutrilo by merchants („Kaufleute“ under German law), or within 10 days by non-merchants upon receipt of the goods at the destination.

9. Liability for Default

- 9.1 With respect to loss or damage resulting from other culpable breaches of contract or default in the case of contract negotiations, as well as loss or damage caused by tortious acts, Nutrilo shall in all cases only be liable with respect to the intent or gross negligence of one of its legal representatives, its employees or other parties employed in performing a contractual obligation for whom Nutrilo is vicariously liable. Insofar as important (cardinal) contractual obligations are infringed, Nutrilo shall also be liable for slight negligence, however only to the extent of compensation for the typical, foreseeable loss. The above liability limits do not apply to claims in accordance with §1, §4 of the Product Liability Act, nor to cases of initial inability to perform or impossibility of performance for which Nutrilo is responsible.
- 9.2 For claims for damages based on incorrect advice or recommendations with respect to the processing or use of the purchased item, Nutrilo shall only be liable for intent and gross negligence on the part of its legal representatives or vicarious agents responsible for the provision of such advice or recommendations.
- 9.3 In the case of default in payment or a deterioration in the creditworthiness of the ordering party, Nutrilo GmbH may accelerate its claims, demand securities or withdraw from the agreement. Nutrilo GmbH is also entitled only to execute outstanding deliveries in return for advance payment or the provision of securities.

10. Applicable Law

German law shall apply exclusively to the legal relationship between the parties to the contract. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded.

11. Place of Jurisdiction

In the case of business transactions with merchants or legal persons under public law the place of jurisdiction is Cuxhaven.