



## **GENERAL BUSINESS TERMS & CONDITIONS**

### **1. Miscellaneous**

For all present and future business affairs of FOODIES AS (Kolding Aapark 2, 6000 Kolding, Denmark, VAT 32667023) such as offers, orders, deliveries, services and payments the herein mentioned conditions are valid. By placing the order resp. at latest when receiving the goods, buyer acknowledges these terms and conditions. Aberrations and alterations as well as special agreements – also when agreed orally – are only valid according to explicitly written confirmation. Contract language is English.

Order conditions of purchaser do not engage us, even if not explicitly disagreed. Objections against seller's conditions of sale and contracts become only active if done in written form immediately after its receipt and if getting them till the next working day. Oral secondary agreements & subsequent contract alterations are only valid if confirmed by us in written form.

### **2. Contract conclusion**

Seller's offers are subject to confirmation referring quantity, prices, packing unit, delivery time and off-loading time. We reserve the right to prior sales. Mistakes and errors in transmitted data (price list) cannot be excluded, thus no liability for its correctness is assumed.

Agreed prices mean net prices plus the applicable vat-value added tax valid on delivery day. Prices are based on expense factors, prevailing on day of contract conclusion. Any alterations of expense factors entitles us to price alignment. Decisive for purchase price demand is those weight, being stated at loading. Carriage-free and duty-free prices do not oblige seller to presentation of freight and custom. Usual and normal weight reduction during transport is at buyer's expense.

Information regarding specification, items, recipes, prices, delivery terms, quantities and much more shall be treated as confidential and not being passed to third parties.

### **3. Passing of risk, deliveries and delivery times**

Basically the international valid Incoterms are applicable. For sales based on "ex works" or "ex storage place" the risk is transferred to buyer as soon as goods are prepared for him and he was notified about it by seller. Seller's deliveries are exclusively carried out under reservation of proprietary rights. Partial deliveries only allowed as far as reasonable for customer.

Always decisive are leaving weights and quantities. Valid leaving weights and –quantities are those, from seller's producer announced original weights and –quantities unless arriving weights or – quantities are pronounced higher at destination. In this case, higher weight and quantity will be charged. Seller is entitled to delivery +/- 10% as arranged.

If not differently agreed, empties remain our property. It is immediately to return or exchanged if applicable.

If no certain period for fulfillment and realization is indicated for seller, activities are carried out according to possibility. For indicated fulfillment periods seller takes no guarantee, unless they have been confirmed as binding. If an agreed and binding delivery time is exceeded, buyer has to make an appropriate respite in written form of at least 7 days. Till expiry of respite, buyer has no rights whatsoever towards us. Seller is entitled to performances also before appointed times; he is entitled to partial performances. Seller is entitled to postpone the performance of negotiated orders/contracts entirely or partly or resign from it entirely or partly in case of unforeseeable and not responsible circumstances preventing and disabling him from the performance of its obligations (such as force major, late delivery by his pre-suppliers, war, riot, strike, blockade, lack of energy and resources, technical failure, official regulations/intervention/embargo, fire, flooding, theft, traffic congestion as well as hindrance or stopping of shipping, lack of goods or other main delivery problems of seller due to lacking selfdelivery). It also entitles us to cancellations of contract, without any obligation towards the buyer regarding compensation or demands.

If new obligations are imposed on the seller by official order after contract resp. order conclusion concerning the concluded order/contract, the seller has the right either resign from this order/contract or to fulfill it accordingly to changed conditions.

Claims from buyer for compensations are impossible in case of seller's cancellation.

If collection from the factory of goods destined for export (EXW clause or similar) was agreed, the buyer undertakes to provide us withing a reasonable period of time with the documents pursuant to Section 7 (4) and 5 UStG (export to third countries) or Ordinance Federal Law Gazette 401/1996 (exports to the European Community) (e.g. complete CMR consignment letter) which are legally necessary to obtain a tax exemption, or

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to sign a shipment declaration when he collects the goods, failing which taxes arising in Denmark will subsequently be imposed upon us.

#### **4. Claim / Guarantee**

Justifiable complaints can only be considered, if they are made promptly after receipt of delivery in written form indicating the reasons. Occurrence of damage does not entitle to withholding of total purchase price or part of it. Delivered goods shall be checked immediately after receipt, be treated appropriately, be stored and processed according to the appropriate relevant rules (f.e. code, guidelines, prescriptions) particularly meat hygiene prescriptions.

Any complaints and deviations might be noted on delivery note or bill of consignment (CMR) resp. on coldstore's advice of receipt/output.

Storage has to be carried out according to the storage terms indicated on packaging. That means:

Keep chilled: storage of goods in cold storage rooms resp. refrigerator at +2 till +4 degrees Centigrade.

Keep cooled: storage at a cool, dry place till +18 degrees Centigrade

Keep frozen: storage in an appropriate freezer resp. deep frozen room at least -18 degrees Centigrade or beneath.

Buyer has to check the goods regarding weight, quantity and the outside condition. Moreover to check the content of polyblocks, jumbo boxes and cartons, at least random sampling. In this connection also to defrost frozen goods at least on a trial basis, claims and weight complaints have to be transmitted to seller immediately after delivery in written form or quickest information transmission (mail or fax), within 24 hours at latest.

In case of hidden fault the claim term starts with the assessment of fault. Salmonella does not mean a hidden fault. After expiry date of 14 days from buyer's takeover of goods, any kind of defect warranty is not possible.

This is also applicable for hidden fault. Claim has to be proved by submitting veterinary attestation. Buyer is obliged to keep the complained goods ready at examination place for further inspection by seller or its supplier. Claims and weight complaints have to be immediately submitted towards the seller, claims towards representative or agent are not sufficient.

Goods are commercially packed, not aiming for the final consumer according to the food labelling rules.

Cartoning goods shall be unpacked. Any disposal costs are at buyer's expense. Acceptable takeover of goods by forwarding agent means proper packaging.

As far as seller is submitting an official health veterinary certificate of domestic or foreign veterinary authorities, the content of these certificate applies as final and irrevocable proof for the condition and quality of goods at that time, which the certificate is related to. Claims and weight complaints are not possible, as soon as buyer sells and delivers the goods or starts with processing resp. treatment.

Partial quantities cannot lead to complaint of entire delivery. Each delivery or partial delivery applies as independent business, so that possible faults at delivery of partial delivery are without legal consequences for other deliveries or partial deliveries.

If sold by sample, the sample only serves as exemplar in order to show the approximate character of goods.

Seller does not guarantee that the goods delivered are appropriate for its assumed purposes. Return shipments can only be carried out with our approval. We are entitled according to our option either to give additional respite for defective deliveries or partial deliveries or to issue a credit note at the invoice amount of concerning defective goods, both only against their return.

Warranty claims and/or claims for damages, exceeding the invoice amount of claimed goods, are not possible.

We guarantee for damages insofar as presupplier or producer guarantee towards us.

In case of asserted warranty claims, we are entitled to transfer to consignee our requirements towards presupplier and are without any responsibility in such case. Buyer does without assertion of recovery claim towards us.

#### **5. Reservation of proprietary rights**

Till complete payment we obtain the ownership on purchase object resp. on resell benefit. This reservation of proprietary rights does not end in case of processing, mixture in any way and any place. AS long as buyer is able to keep its obligations towards us, he disposes of our reservation of proprietary rights in a proper course of business.

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Exceeding disposals such as pawning, assignment of security, other assignments a.s.o. are forbidden. We have to be notified immediately by buyer about access of 3<sup>rd</sup> parties on our goods and demands under our reservation.

#### **6. Payment conditions**

Our prices are net prices, payable and due according to written payment conditions agreed with buyer. At delay of payment, we are entitled to claim either the refund of the real occurred damage or default interest in legal amount. Furthermore, compound interest from the day of transfer of goods.

Any costs from encashment (particularly dunning- and collection costs), either juridic or pre-process related, or all costs arising from a loan- or collection agency are at defaulter's expense.

If customer has delay of payment, or circumstances occur after contract conclusion which doubt on its creditworthiness, if customer stops payments, or insolvency proceedings are initiated, full outstanding money becomes due and payable. Incoming payments are used for redemption of the oldest debt. Seller is entitled to carry out open deliveries only against cash, prepayment or by way of security. Delivery or dispatch against prepayment is only carried out, if full purchase price of ordered products is completely paid at loading day, visible on our commercial bank account resp. income confirmed by our bank.

#### **7. Contract cancellation**

If customer/supplier cancels contract without any reason or requires its cancellation, we have the right either to insist on its fulfillment or to agree to cancellation. In the latter case, customer/supplier is obliged according to our option to pay either a flat-rate of 20% of the gross invoice amount or the real arised claim. Assertion of a higher missed benefit by seller is not excluded thereby.

#### **8. Place of jurisdiction**

For both members exclusive place of jurisdictions is the responsible court placed at our place of business. Danish law is valid.

#### **9. Special assignment for legal transactions with commercial agencies, mediators, brokers and similar companies**

In case of bad debt (insolvency etc.) at such provided business by commercial agencies, mediators, brokers and similar acting persons and companies, we are entitled tof commission is already paid minimize its commission according to our bad debt. If commission is already paid, it can be claimed back or counted against future commissions. Moreover the commercial agent, mediator, broker and similar persons carrying out such jobs is obliged to check very well credit rating of provided customers and to inform us promptly (by fax, mail) about any possible financial difficulties. In case of its verifiable wrongdoing and withholding information of possible insolvency of those clients/companies the commercial agent, mediator, broker and similar acting persons/companies is liable for any possible bad debt and we are entitled to set those bad debt off against future commissions.

We have recorded your data acc. To the data protection act.

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