



General Conditions of Sale Andros Group

1. In general

- 1.1 These General Conditions of Sale apply to the following companies of the Andros Group in Germany: Andros Deutschland GmbH, Andros Ingredients GmbH, ODW Frischprodukte GmbH, ODW Lebensmittel GmbH (hereafter consistently „Andros Group“).
- 1.2 These General Conditions of Sale apply to all our - also future - contracts, offers, deliveries and other services. The applicability of any general terms and conditions of the buyer is hereby also contradicted in the event that they are sent to us in a letter of confirmation or otherwise.
- 1.3 Verbal collateral agreements, assurances or guarantee statements, the exclusion, changes or additions to these General Conditions of Sale require our express written confirmation in order to be valid. This also applies to the waiver of this written form requirement.

2. Offer and contract

Our offers are non-binding. All orders are only binding for us with our written confirmation or with delivery of the goods. The minimum quantity per order is 500 kg gross (also for direct delivery customers) or a full Euro pallet (does not apply to direct delivery customers, except for frozen goods).

3. Prices, calculation

Unless otherwise agreed, all prices are quoted plus the cost of packaging and shipping and plus statutory sales tax.

4. Delivery, accomplishment, call-off order, acceptance

- 4.1 Our accomplishment obligation is subject to correct and timely delivery of ourselves.
- 4.2 Unless otherwise agreed, delivery is free domicile. Transport damages and losses must be reported to us immediately, accompanied by a damage or loss confirmation from the transport company. The damaged goods should be kept at our disposal.
- 4.3 When delivered on Euro pallets, an exchange with the same number of empty pallets in ready-to-use condition (first quality of choice or good new pallets suitable for food) has to be carried out step by step. For culpably not timely, damaged or otherwise poorly returned exchange pallets, we are entitled to demand flat-rate compensation of € 10.00 per pallet without further proof. Unless the purchaser proves that no damage or impairment has occurred at all or is significantly lower than the replacement value. We can refuse the return of corresponding offered pallets.
- 4.4 The buyer is obligated to accept partial accomplishment, unless this is unreasonable for him in individual cases.
- 4.5 If the buyer has to recall or accept the goods within an agreed period of time, the call-offs or the acceptances shall be distributed evenly over the period. In the absence of a deviating written agreement, the calls or acceptances must be made on a monthly basis. If the contractual call-off or the contractual acceptance is omitted, the payment of the price for the goods concerned shall be due immediately. Without prejudice to further rights, we can demand compensation for our additional expenses for the unsuccessful offer as well as for the storage and maintenance of the goods. If stored in our own warehouse, we may charge the buyer € 5.00 / pallet / month if the call-off or acceptance deadlines and dates are culpably exceeded.

5. Payment, set-off, retention

- 5.1 Payments must be made within 10 days of the invoice date without deduction. For the correctness of payments, it depends on the time of our receipt of money or the unconditional credit on our account.
- 5.2 We are not obliged to accept payment by check or bill of exchange; in any case, the surrender of checks and bills of exchange takes place only on account of performance. The dedication does not lead to a deferral of our claim. The costs associated with the utilization of a check or bill of exchange shall be borne by the buyer.
If the payment of the purchase price with means of payment which the buyer has procured by discounting an acceptance change, then the purchase price claim expires only with redemption of the change by the buyer.
- 5.3 In the event of default by the purchaser, we are entitled to charge default interest in the amount of eight percentage points above the base interest rate. The assertion of further damage remains reserved.
- 5.4 If several claims against the buyer are open and a payment by the buyer does not suffice for the repayment of all claims, the repayment takes place according to the legal regulations (§ 366 para. 2 BGB (German Civil Code)), even if the buyer has expressly paid for a specific claim.
- 5.5 A possible right of set-off is entitled to the buyer only in view of undisputed, legally established claims. Any legal right of retention or refusal of performance, for example due to defects in the goods, shall be entitled to the buyer only in respect of such undisputed, legally established claims arising from the same contractual relationship with us.

6. Retention of title

- 6.1 All goods supplied by us (hereinafter also referred to as "reserved goods") remain our property until all our claims, including future claims, against the buyer arising from the business relationship have been fulfilled. For current accounts, the retention of title is considered a security for our respective balance claim.
- 6.2 Processing or transformation of the reserved goods always takes place for us as manufacturer with the meaning of § 950 BGB (German Civil Code), without this resulting in a liability for us. In the case of processing or transformation of the reserved goods with other goods not supplied by us, co-ownership of the new item shall be proportional to the invoice amount for the reserved goods at the purchase price of the other processed or modified goods at the time of processing or remodeling.
In the event that reserved goods are combined, mixed or blended in such a manner with the buyer's movable goods that the buyer's item is to be regarded as the main item, the buyer hereby assigns to us his ownership of the entire item in proportion of the value of the reserved goods to the value of the other connected, mixed or blended things. If reserved goods are connected, mixed or blended with movable goods of a third party in such a way that the third party's goods are to be regarded as the main object, the buyer hereby assigns to us the claim for compensation due from the third party in the amount corresponding to the invoice amount of the reserved goods.

The property created by processing, transformation, combination or mixing (hereinafter referred to as the "new item") or the title to or ownership of the new item to be transferred under this clause 6.2 as well as compensated claims in the accordance with this clause 6.2 serve in the same way to safeguard our claims as the reserved goods themselves according to clause 6.1.

- 6.3 The buyer is authorized to resell the reserved goods or the new object in the proper course of business under retention of title. The buyer is obliged to ensure that the claims arising from such resale transactions can be transferred to us in accordance with section 6.4.
- 6.4 The claims of the buyer from a resale of the reserved goods are already assigned to us. They serve our security to the same extent as the reserved goods. If the buyer sells the reserved goods together with other goods not supplied by us, the assignment of the claim shall only apply in the amount of the invoice amount resulting from the resale of the reserved goods. In the sale of goods, according to section 6.2 or to the statutory provisions on the connection, mixing and blending of property in our co-ownership, the assignment of the claim in the amount of our co-ownership share applies.

- 6.5 The buyer is authorized to collect the claims assigned to us from the resale of the reserved goods or new items. An assignment of the claims from the resale to third parties, also in the context of a genuine factoring contract, is not permitted to the buyer.
- 6.6 We may revoke the authorization of resale of the reserved goods or a new object in accordance with section 6.3 and the authorization to collect the claims assigned to us in accordance with section 6.5 in the event of default of payment or suspension of payments by the purchaser, as well as in the case of a petition for the opening of insolvency proceedings or in other cases of impaired credit and trustworthiness of the purchaser. In the case of revocation of the resale or collection authorization, the buyer is obliged to inform his customers of the assignment of the claim to us without delay and to hand over to us all information and documents necessary for collection. In addition, in this case, he is obliged to surrender or transfer to us any collateral that he is entitled to for customer claims.
- 6.7 The buyer is obliged to notify us immediately of a seizure or any other legal or actual impairment or endangerment of the reserved goods or the other securities existing for us.
- 6.8 The buyer undertakes to treat the reserved goods with care. The buyer undertakes to sufficiently insure the reserved goods against fire, water and theft damage at their new value. He already assigns his claims under the insurance contracts to us.
- 6.9 In the event of default in payment or other not only minor unlawful behavior of the buyer as well as in the event of the cancellation of the contract, the buyer already now confirms his consent to the condition that we remove or let remove the goods subject to retention of title, as far as we are their sole owner, or the new item in the meaning of clause 6.2. In the withdrawal a resignation from the contract is only to see if we explain this explicitly.
In order to carry out these measures as well as for a general inspection of the goods in reserve or a new item, the buyer has to give access to our agents at any time.

7. Notification of defects and rights of the buyer in case of defects

- 7.1 The material defects immediately recognizable upon delivery of the goods after delivery must be reported to us immediately, at the latest within one week after delivery of the goods, other material defects without delay, at the latest within one week after their discovery. For the timeliness of the notice it depends on the time when we received it. Failure to timely notice of defects lets expire any defects of the buyer due to the defect.
- 7.2 At our request, the buyer must send the goods in question to us or a third party named by us.
- 7.3 Any claims of the buyer due to a defect are limited to the right of subsequent performance. The subsequent performance is carried out at our discretion by removing the defect or by delivering a defect-free item. If the subsequent performance fails, the buyer may, at his discretion, rescind the purchase contract or reduce the purchase price.
- 7.4 Insofar as we are obliged to pay damages for a defect in accordance with the statutory provisions - regardless of the legal grounds including any claims for damages arising from positive breach of contract, contractual debts and tort - this obligation to pay compensation is limited in accordance with section 8.
- 7.5 Any recourse claims of the buyer according to § 478 BGB (German Civil Code) remains untouched. Insofar as we are obliged to compensate for damages within the scope of such a recourse claim in accordance with the statutory provisions, this liability for damages is limited in accordance with section 8.
- 7.6 Claims of the buyer due to defects expire one year from the delivery of the goods. This does not apply in case of intent or fraudulent concealment of the defect and in case of deviation from any guarantee we accepted according to § 433 BGB (German Civil Code). The aforementioned one-year limitation period does not apply to claims for damages due to defects even if the damage is due to gross negligence on the part of our legal representatives or executives, or if personal injury occurs or if we are liable for tort. The one-year limitation period for claims for defects also does not apply to deficiencies that exist in a real right of a third party on the basis of which the matter may be required to be surrendered or in any other right entered in the land register; in these cases, the limitation period is three years. The legal provisions on the statute of limitations of any recourse claims according to § 479 BGB (German Civil Code) as well as the statute of limitations and exclusions under the Product Liability Act remain unaffected.

8. Liability

- 8.1 We shall be liable for damage caused intentionally or through gross negligence on the part of our legal representatives or executives, as well as for personal injury, in accordance with the statutory provisions. In the case of intent or gross negligence of simple vicarious agents as well as in the case of slightly negligent violation of essential contractual obligations, which are indispensable for the achievement of the purpose of the contract and whose strict adherence to the buyer must be able to trust, we are liable in accordance with the statutory provisions limited to such damages that were foreseeable for us upon conclusion of the contract in nature and extent. Incidentally, the buyer's claims for compensation for direct or indirect damage - whatever the legal grounds including any claims for damages for breach of pre-contractual obligations and tort - are excluded.
- 8.2 Without prejudice to the provisions of section 8, we shall be liable without limitation for damage to life, limb and health resulting from a negligent or intentional breach of duty by our legal representatives or vicarious agents, as well as for damages covered by liability under the Product Liability Act and for all damages that are based on intentional or grossly negligent breaches of contract as well as malice of our legal representatives or our vicarious agents.
- 8.3 Any legal liability due to the lack of a quality guaranteed by us or according to the Product Liability Act remains unaffected.
- 8.4 The limitations of liability mentioned in this clause 8 shall also apply to any liability of our legal representatives, executive employees and other vicarious agents towards the purchaser.

9. Place of performance, place of jurisdiction, applicable law

- 9.1 The place of fulfillment for delivery and payment is Breuberg.
- 9.2 If the buyer is a merchant, a legal entity under public law or a public law special fund, Breuberg is the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. Instead of the court of the jurisdiction agreed above, we may appeal to any other court having jurisdiction.
- 9.3 The law of the Federal Republic of Germany applies, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

NOTE

Data of the buyers are stored and processed by us by means of our EDP system in consideration of the valid data protection regulations and as far as this is necessary for the orderly completion of the contractual relations.