



Terms and Conditions of Sales – AGRANA Fruit Germany GmbH

Our offers, deliveries and services are provided exclusively in accordance with the following conditions and any separate contractual agreements. Contradictory terms and conditions as well as other agreements that deviate from these terms and conditions are only valid if we have expressly acknowledged them in writing. Neither our silence on the sending of deviating conditions nor the acceptance or execution of an order by us shall be deemed as recognition.

1. Quotes

Our quotes are non-binding. Quotes only become binding with our written order confirmation.

2. Prices

Our prices are in EURO free destination including packaging and transport, with a minimum purchase of 600 kg, plus the applicable statutory value added tax.

3. Payment terms

Invoices are payable within 30 days of the invoice date without any deductions. Checks only count as payment after they have been cashed and credited from the value date. In the event of a delay in payment, we will charge interest on arrears in the amount of the usual bank overdraft interest, but at least in the amount of the statutory interest on arrears. We reserve the right to assert further damage beyond this. The customer is only entitled to withhold payments or offset them against counterclaims if his counterclaims are undisputed or have been legally established.

4. Retention of title

- (1) We reserve ownership of the goods until all of our claims against the customer from the business relationship, including future claims from contracts concluded at the same time or later, have been settled. In the case of a current account, the retention of title applies as security for our balance claim.
- (2) If our goods are combined with other items by the customer to form a single item, it is agreed that the customer transfers proportionate co-ownership to us and keeps the item in safekeeping for us. Treatment or processing by the customer is carried out on our behalf to the exclusion of the acquisition of ownership in accordance with § 950 BGB, without any further obligations arising for us from this. In proportion to the invoiced value (incl. VAT) of our goods, we become co-owners of the item created in this way, which serves as reserved goods to secure all of our claims and demands.
- (3) If the customer sells the goods delivered by us and the goods subject to retention of title after treatment or processing, he hereby assigns to us all claims against his customers arising from the sale of our goods subject to retention of title together with all ancillary rights until all our claims and services have been settled in full. At our request, the customer is obliged to notify the third-party buyers of the assignment and to provide us with the information and documents required to assert our rights. If the value of the securities existing for us exceeds our total claims by more than 20%, we are obliged to release securities of our choice at the customer's request.
- (4) The customer may neither pledge the goods delivered by us nor assign them as security. In the event of attachments, confiscations, or other dispositions by third parties, he must inform us immediately. If the customer behaves in breach of contract, in particular in the event of default in payment, we are entitled to take back the goods after a reminder and the customer is obliged to surrender them. The assertion of the retention of title as well as the pledging of our reserved goods by us does not count as withdrawal from the contract. The customer's application for the opening of insolvency proceedings entitles us to withdraw from the contract and to demand the immediate return of the goods.
- (5) If the retention of title is not effective according to the law of the country of destination, but this allows us to reserve other rights to the goods, we can exercise all rights of this kind. The customer undertakes to cooperate with any measures that we intend to take to protect our property or to protect other rights instead of ownership of the goods.



5. Warranty

(1)

Notices of defects are to be communicated immediately. If there is a defect, supplementary performance will take the form of a replacement delivery. If the defect is remedied, we are obliged to bear all the expenses required for the purpose of remedying the defect, in particular transport costs. If the supplementary performance fails, the customer can choose to withdraw from the contract or request a price reduction.

(2)

We are liable in accordance with the statutory provisions if the customer asserts claims for damages based on intent or gross negligence on the part of our representatives or vicarious agents. Insofar as we are not accused of intentional breach of contract, liability for damages is limited to the foreseeable, typically occurring damage. We are liable in accordance with the statutory provisions if we culpably breach an essential contractual obligation; in this case, however, the liability for damages is limited to the foreseeable, typically occurring damage. Liability for culpable injury to life, limb or health remains unaffected; this also applies to mandatory liability under the Product Liability Act. Further claims are excluded.

(3)

The warranty period is limited to twelve months from delivery of the goods.

6. Container & Packaging

The containers and accessories (filters, outlet nozzles with caps, etc.) remain our property. They may only be used to process our fruit preparations/goods. The containers must be returned in an undamaged condition no later than 6 weeks after delivery. We reserve the right to charge a fee of EUR 25 per day and container for longer standstill times.

7. Force Majeure

Strike, wagon defects, transport bans, import-, export- and transit prohibitions, official measures and natural events such as low or high water, ice, storm, etc., war, riots, acts by public authorities and all measures or events in connection with diseases, epidemics and pandemics such as the COVID-19 pandemic and/or its effects as well as any unforeseeable, inevitable and serious events entitle the seller to withdraw from the contract at any time without any obligations to pay compensation or extend the delivery unilaterally by the duration of the obstacle.

8. Place of performance, jurisdiction, applicable law

The place of performance shall be the place of shipment; the place of jurisdiction shall be the court in Constance having subject-matter jurisdiction. All legal relationships between us and the contracting party shall be governed by and construed in accordance with German law, to the exclusion of the UN Sales Convention and the conflict of law rules of international private law.

9. AGRANA Code of Conduct

In the course of this agreement, both Parties agree to adhere to the AGRANA Code of Conduct which is attached and available at: https://www.agrana.com/fileadmin/inhalte/Code%20of%20Conduct/Update2019/Code_of_Conduct_AGRANA.pdf. AGRANA reserves the right to monitor the adherence to the Code of Conduct. If the business partner becomes aware of a violation of the principles of the agreed Code of Conduct, it must notify AGRANA immediately and agrees to take appropriate measures to stop the violation and minimize the damage. As a final measure, AGRANA reserves the right to terminate this contract immediately.

Constance, 15th of June 2022