

General Terms and Conditions Biopulver GmbH

1 Validity

Sales and delivery are exclusively subject to the following conditions. They shall also apply to all future business transactions, even if we do not refer to them in individual cases. Amendments and additions to the contract, and collateral agreements require our written confirmation to be effective. Any waiver of this formal requirement must also be made in writing. General terms and conditions of the buyer shall not become part of the contract, even if we have do not expressly contradict them.

2 Prices

The prices are in Euro and are valid, unless otherwise agreed ex works or ex warehouse. The prices do not include value added tax at the statutory rate applicable at the time. VAT must be paid additionally.

3 Payments

All payments to us are to be made net cash without deduction and free of charge immediately after delivery and receipt of invoice. Discount charges, bill charges and other costs shall be borne by the buyer. Our invoices shall be deemed to be accepted unless objected to in writing within 30 days of the invoice date. We will inform the buyer of this with each invoice. A right of retention based on earlier or other business transactions as part of the current business relationship is expressly excluded. Offsetting against counterclaims is only permitted insofar as these are recognized by us and are due for payment or have been legally established. In the event of obvious payment difficulties on the part of the buyer, in particular also in the event of default of payment, cheque or bill protest, cessation of payments, application for the opening of insolvency proceedings, we shall be entitled to make all outstanding invoice amounts - including deferred payments - immediately due and payable and to demand the return of bills of exchange accepted on account of payment, cash payment or provision of security and to make further deliveries only subject to advance payment. We are not entitled to call due the open accounts receivables with immediate effect in those cases where the buyer has become in arrears with his payments through no fault of his own.



4 Buyer's Specifications

If the Buyer specifies the use of packaging materials and/or product labels on packaging materials, the Buyer shall be responsible for the compliance of the packaging materials with the applicable law in the food industry. Furthermore, in this case the buyer is responsible for the correctness and completeness of the product description (e.g. regarding declaration obligations). We undertake to provide the buyer with all product-specific information (e.g. allergen data). If the buyer provides product, the buyer is responsible for its compliance with food law.

5 Delivery

The goods are transported at the risk and expense of the buyer, even if our own means of transport are used. If dispatch becomes impossible for us or the transport company through no fault of our own or is delayed, the risk of transfer or deterioration of the goods shall pass to the buyer upon receipt of notification of readiness for dispatch. Insurance shall only be taken out at the request and expense of the buyer. Partial deliveries are permissible. The delivery time results from the agreements between the buyer and us. Compliance with the delivery time by us presumes that all commercial and technical questions have been clarified and the buyer has fulfilled all his obligations. If this is not the case, the delivery time shall be extended accordingly. This shall not apply if we are responsible for the delay. We shall not be liable for deliveries that are not possible, or for delays to deliveries as a result Force Majeure or other events that were not foreseeable at the time of the completion of the contract (e.g. breakdowns in business operations, difficulties with the supply of materials or energy, delays in transport, strike, legitimate lock-outs, deficiencies in employees, energy or raw materials, difficulties in acquiring the correct official permits from authorities, measures imposed by official bodies or institutions, failures to deliver or the failure to deliver promptly by suppliers or incorrect deliveries by suppliers) for which we are not responsible. In case such events make the delivery or the service impossible or considerably more difficult and in case that the impediment is not of a temporary nature, we are entitled to rescind the contract. In the event of impediments that are of temporary duration the deadlines for delivery or performance shall be extended or the delivery or performance dates shall be postponed by the period of the impediment plus a reasonable restarting period. Insofar as it is unreasonable for the buyer to accept deliveries and/or services as a result of delays to delivery or the performance of services, the buyer shall be entitled to withdraw from the contract by way of immediate written declaration to us.



6 Warranty

The buyer is obliged to examine the delivered goods for obvious defects. Obvious defects also include considerable, easily visible damage to the goods. This also includes cases in which a different item or an insufficient quantity has been delivered. Such obvious defects must be complained about to us in writing immediately, and at the latest within one week after the delivering date. Non-obvious defects which are only recognized later must be reported to us in writing within one week of their recognition by the buyer. In the event of a breach of the obligation to inspect and notify, the goods shall be regarded as accepted in relation to the relevant defect. Warranties must be expressly designated as such.

A reference to customary quality designations and samples does not constitute a warranty. If there is a defect in the delivered goods, we are entitled to subsequent performance in the form of rectification of the defect or a replacement delivery at our discretion. In the event of the removal of the defect, we shall be obliged to bear all the costs which are required for the purpose of removing the defect, in particular transport costs, travelling expenses, labor and material costs provided that the said costs are not increased by the fact that the goods were carried to a place other than the place of performance. If the subsequent performance fails, the buyer is entitled at his discretion to rescind from contract or to request a corresponding reduction of the purchase price. Any claims by the buyer due to the delivery of defective goods are time barred one year after the beginning of the statute of limitations. This does not apply to claims on account of intent. Replacement delivery or rectification of defects does not lead to newly commencing periods of limitation. The examination of the good's applicability for the purpose intended by the buyer and the observance of the legal regulations, particularly the compliance with the provisions applicable to food and labelling rules, is the sole responsibility of the buyer.

7 Limitation of liability

We exclude our liability for slightly negligent breaches of duty, provided that these do not concern essential contractual obligations or guarantees, cause damage to life, body or health or affect claims under the Product Liability Act. The same shall apply as regards breaches of obligations by our vicarious agents. The above provision applies to all damages, including also damages within the scope of rectification, damages caused by delay, etc. An essential contractual obligation applies, if the breach of obligation refers to an obligation which fulfillment the customer has counted on and also could have counted. Our liability for justified claims of the buyer arising from the delivery of defective goods is limited to such cases which are covered by the scope and amount of cover of our business and product liability insurance.

8 Retention of title

The delivered goods shall remain our property until payment of the purchase price and settlement of all claims arising from the business relationship, as well as the payables yet to be incurred in relation to the purchase object have been settled. If, in connection with the payment of the purchase price by the buyer a mutual liability of the seller is substantiated, the reservation of title will not expire before the redemption of the draft by the buyer as drawee. Any processing or finishing of the goods under right of ownership (reserved goods) shall not be binding for us as manufacturer of the goods pursuant to Article 950 BGB. The goods resulting from the treatment or processing shall also be deemed to be reserved goods within the meaning of these conditions. If the goods have been processed, combined or mixed by purchaser with goods of others, we acquire joint title pro rata to that part of the new products representing the invoiced value of our goods in relation to the total value of the other goods which have been processed, combined or mixed. The new item is not to be regarded as the main item within the meaning of § 947 (2) BGB. In an open account, the retention of title to all the delivered goods acts as security for the balance on our account. The buyer may sell our property, including the goods resulting from mixing, treatment or processing, only in the ordinary course of business on his usual terms of business. The buyer is not entitled to any other disposal of the reserved goods, especially, but not limited to, to pledge or transfer as security. The buyer shall assign to us all claims against third parties in connection with the reserved goods to which he is entitled from the resale of the reserved goods - also within the scope of contracts for work and services and contracts for work and materials - or on any other legal grounds. If the reserved goods are sold by the buyer, alone or together with goods not belonging to us, the buyer hereby assigns to us the claims arising from the resale in the amount of the value of the reserved goods with all ancillary rights and ranking before the rest; we accept the assignment. The value of the reserved-title goods will be the amount of our invoice plus a security premium of 10%, which will, however, be left out of account if it conflicts with third party rights. If the resold goods subject to retention are in our joint ownership, the assignment of the claim shall extend to the amount which corresponds to our proportional value of the joint ownership. The advance assignment shall also apply to the corresponding claim for payment of the balance. Subject to revocation, we authorize the buyer to collect the claims assigned in accordance with the above provisions. We shall make no use of our own authorization to collect if the buyer meets his payment obligations, including to third parties. On our request, the buyer must disclose the assigned claims to the debtor and indicate the assignment to the latter; we are authorized also to notify the assignment to the debtors ourselves. In the event of enforcement measures by third parties against the reserved goods or the assigned claims, the buyer shall notify us in writing immediately, handing over all of the necessary documents. Upon cessation of payments, application for or the opening of insolvency procedures against the assets of the buyer the right to resell, utilize and the authority to collect the assigned claims shall expire; with a cheque or a bill protest the direct debit authorization expires likewise. If the value of the securities granted exceeds the outstanding debts by more than 20 %, we are to that extent obliged to make reassignment or release at our discretion. As regards the goods delivered by us subject to a reservation of title, our invoice value shall be decisive for the valuation of the securities, and as regards the claims assigned as security the amount of the assigned claim shall be applicable.

9 Place of performance, place of jurisdiction, applicable law

The place of performance for us and the buyer is Teningen. If the buyer is a merchant, the exclusive place of jurisdiction for all claims of the contracting parties, including actions on bills of exchange and cheques, is Freiburg im Breisgau. The laws of the Federal Republic of Germany shall apply exclusively with the exception of the UN Sales Convention.

Teningen, 31.03.2023

Biopulver GmbH
Gottlieb-Daimler-Straße 3
79331 Teningen

Managing Directors:
Dr. Ralf Keller, Valentin Jäger

Phone: + 49 7641 965960

info@biopulver.de

www.biopulver.de



Bank Details: Sparkasse Wiesental

IBAN:
DE89 6835 1557 0003 3660 02
Registration No.
DE BW 08136 EG

Tax Identification No.: 05077/ 03712
VAT No.: DE305518959
Control Authority: DE-ÖKO-003

Commercial Registration.No. 714371
Register Court Freiburg i.Br
Demeter & Bioland Certificates