



# General Terms and Conditions of Business VeggieMeat GmbH

## 1. Scope

The General Terms and Conditions set forth herein shall apply unless other written conditions have been agreed by the Contracting Parties. Buyer's Conditions of Purchase or individual provisions of conditions of purchase shall in no case be binding on Seller, even if Seller does not expressly object to them. Buyer's Conditions of Purchase shall be applicable to Seller only if Seller expressly recognizes them in writing. These General Terms and Conditions shall be applicable to the present and any future business transactions, even where future transactions by telephone or verbal agreements are not made expressly with the proviso that these General Terms and Conditions shall be applicable.

## 2. Offer

Seller's offers shall not be binding.

## 3. Formation of the Contract

The contract shall be deemed concluded upon placement of Buyer's written order.

## 4. Delivery

- 4.1. The type and scope of delivery, price, packaging and the mode of transportation as well as the payment method shall be exclusively based on the written order placed; any special agreements must be confirmed in writing.
- 4.2. Default of delivery does not give Buyer the right to rescind the contract or claim damages for late delivery unless delivery has not been made at the latest within a reasonable time extension of 4 weeks. The time extension shall be set in writing and communicated by registered mail after the delivery period has expired. The day Seller receives such statement shall be the starting date of the extension time.
- 4.3. The agreed period of delivery shall apply unless unforeseeable circumstances or events beyond the reasonable control of the parties occur, such as all force majeure events, war, damage to cargo, energy scarcity, labor dispute or failure of crops. Such circumstances, even if they occur with subcontractors, shall entitle Seller to a reasonable time extension for delivery or to rescind the contract. In these events claiming damages for nonperformance or late performance shall be excluded. Any delivery will be made with the proviso that Seller also receives proper delivery from upstream suppliers, if any.
- 4.4. Delivery periods shall be considered approximate periods unless special agreements are expressly made in writing. Delivery by instalments will be permitted; each instalment shall be deemed a delivery and separately paid for.
- 4.5. All deliveries will be made at Buyer's risk, irrespective of who pays the freight costs. An insurance policy will only be taken out on Buyer's written order and at Buyer's expense. The risk of destruction or deterioration of the goods shall pass to Buyer when the goods leave our premises (St. Georgen/Y.). Buyer shall also bear the risk of transport if Seller transports or delivers the goods using its own vehicles. Seller will not assume vicarious liability for its own or third-party transport personnel but only for the proper selection of such personnel.

## 5. Acceptance agreement

- 5.1. Buyer shall be obligated to accept the goods and examine their quality immediately upon their arrival at the agreed location. Upon Seller's request Buyer must accept goods carried by ship or any other means of transport also outside normal trading hours and on Sundays and statutory holidays. If Buyer fails to do so, Buyer must bear any resulting damage - under whatever title. The damage will be calculated on the basis of the original net weights and the original quantities ascertained at the place of loading. Buyer must examine the delivered goods at the latest within 24 hours and promptly notify Seller of any defect and/or damage discovered or lack of conformity of the goods with the order acknowledgement and provide a written confirmation by registered mail at the latest within 3 days. Moreover, Buyer must note on freight documents any damage to the goods discovered and lack of conformity of the goods with the order acknowledgement. When giving notice of defects Buyer must make the delivered goods accessible for examination by Seller or third parties engaged by Seller. Upon expiry of the deadline set, the goods in their entirety shall be deemed to have been approved. If a notice of defect turns out to be unjustified, Buyer shall reimburse Seller for all expenses incurred. In any event, complaints about the quality of the goods must be made before the goods are unloaded. When the goods have been unloaded, Buyer loses the right to make such claims, and the goods shall be deemed to have been accepted. If part of the delivered goods not exceeding 5 % of the total shipment does not correspond in quality and the remainder of the lot is conforming to the order acknowledgement, Buyer shall be entitled only to a reasonable price reduction. If the goods were purchased after examination by Buyer or Buyer's representative, any complaint shall be excluded. Quantitative deviations in terms of numbers and weight must be reported by the carrier within 48 hours of delivery of the goods and noted in the freight documents. In both cases a counting report or weighing notes issued by the building inspection office must be presented within 7 days. In the case of discrepancies Buyer must prove that Seller has not delivered goods in accordance with the contract. Any warranty will be excluded as soon as the goods have been altered by a third party. Buyer does not have the right to make claims in connection with goods sold in tel quel quantity. Every delivery or instalment shall be deemed a separate transaction. Defects discovered in a shipment have no legal implications for any other shipments.
- 5.2. If Buyer is in delay of acceptance, Seller may insist on performance or withdraw from the contract after setting a final deadline of eight days at the longest. In both cases Seller has the right to seek damages for the loss incurred through the fault of the Buyer.
- 5.3. If delivery at call was agreed, the goods shall be deemed to have been called at the latest one year after the purchase order.

## 6. Payment

- 6.1. Unless otherwise agreed payments shall be made in the agreed currency without deductions to the account of VeggieMeat GmbH within 14 days of receipt of the invoice.
- 6.2. The date of receipt of the payment at the Seller's bank shall be deemed the date of payment.
- 6.3. If Buyer is in delay of payment or any other performance, Seller has the right to
  - a) suspend performance of Seller's obligations until the payment of the delayed amount or delivery of the other performance;
  - b) use a reasonable time extension for delivery;
  - c) demand the entire remaining balance of the Purchase Price (default), and
  - d) charge default interest at a rate of 6 % above the respective bank rate of the Austrian National Bank plus VAT from the day of the due date for payment, or
  - e) give notice of termination of contract and claim damages after setting a final deadline of 14 days.
- 6.4. Every payment shall invariably be used for paying off the oldest debt plus the related default interest as well as dunning charges. Any other arrangement set up by Buyer shall be without effect.

- 6.5. Seller will have no delivery obligation under any other ongoing contract until full payment of invoice amounts due including default interest and dunning charges.
  - 6.6. If Buyer is in arrears with a due payment or if Buyer's financial circumstances deteriorate significantly, Seller may demand payment for all outstanding deliveries to the account before the goods are delivered, irrespective of the time for payment otherwise applicable. If the required advance payment is not made, Seller may withdraw from all transactions concluded with Buyer without setting a grace period.
  - 6.7. Buyer shall not have the right to retain or offset payments on the basis of warranty claims or any other counterclaims. Seller will accept checks and bills of exchange only in lieu of payment and charge Buyer the normal discounting fees. The assignment of Seller's accounts receivable cannot be excluded and may be made conditional on Buyer's consent.
- ## 7. Retention of title
- 7.1. Title to the delivered goods remains vested in Seller until full payment of the invoice amount plus default interest and dunning fees, if any. Retention of title applies until full payment of Seller's claim under any mutual legal relationship. Buyer must meet the form requirements to maintain retention of title in the case of attachment or other claims. Buyer must point out Seller's retention of title and inform Seller without delay.
  - 7.2. Seller shall have the right to enter Buyer's premises and storage rooms and make an inventory about the goods still available to assure retention of title. Buyer shall ensure proper storage of goods subject to retention of title at Buyer's expense.
  - 7.3. Buyer shall be obligated to return the goods subject to retention of title to Seller to St. Georgen/Y. or, at Seller's choice, hand them over to Seller or Seller's representative at the place of storage. Seller shall be entitled to take possession of goods subject to retention of title at any time. All costs of returning goods subject to retention of title shall be paid by Buyer.
  - 7.4. Buyer is not allowed to pledge goods or assign them as security. Resale or processing shall be allowed until further notice within the framework of due business operations as far as the claim arising from sale and/or processing is assignable to Seller. If the goods delivered by Seller are resold, Buyer hereby assigns any claims resulting from resale to Seller in advance in the amount of the value of Seller's delivery. The same shall apply to cases in which, according to the restrictions above, resale was not permissible. Seller insofar accepts the assignment already now. If the Purchase Price is paid to Buyer by a third party, Buyer shall agree such price only in escrow for Seller's account separately and pay it over to Seller without delay up to the amount of Seller's claim.
- ## 8. Warranty and damages
- 8.1. Buyer shall be obligated to carefully examine delivered goods upon receipt and report any defects discovered to Seller in writing without delay.
  - 8.2. Buyer must give Seller the opportunity of verifying the reported defects.
  - 8.3. After the start of processing the delivered goods defects can no longer be claimed.
  - 8.4. Where existing defects are reported in time, Seller will have the right to improve Seller's service within four weeks of the date of receipt of the notice of defects or to provide the missing part.
  - 8.5. Complaints about commercially or technically unavoidable deviations in quality are not permissible.
  - 8.6. In cases of late delivery, poor performance or non-performance Buyer shall only be entitled to claim damages where Seller was grossly negligent. Claiming loss of profit is excluded in any event.
  - 8.7. Liability for assurance of properties is only assumed if expressly agreed in writing. For products provided by subcontractors, Seller's liability shall be limited to assignment of the claims to which Seller is entitled against subcontractor. Any further claims of Buyer or claims other than those provided for in these General Terms and Conditions, under whatever title, are excluded, unless otherwise specified in these General Terms and Conditions. In any event the amount of liability shall be limited to the losses foreseeable upon conclusion of contract; where an insurance policy was taken out for such losses, the liability shall be limited to the sum insured.
- ## 9. Place of performance and jurisdiction
- 9.1. The place of performance for delivery is the place of shipping. Goods will be shipped at Buyer's expense unless freight paid to destination was expressly agreed in writing. In the case of carriage paid to place of destination the place of performance for the shipment is also the place of shipping. In the case of free delivery Seller advances or pays only the freight costs free station.
  - 9.2. The place of fulfillment for payment and competent court - including deeds and bills of exchange and dunning processes - shall be St. Georgen/Y. in all events. Disputes out of the Contract including its validity shall be settled exclusively before the competent court of St. Georgen/Y.
  - 9.3. These Terms shall be governed exclusively by Austrian substantive law. The Parties agree to exclude the UN Convention on Contracts for the International Sale of Goods.
- ## 10. General Conditions of Sale
- 10.1. Should any part of these General Terms and conditions be or become invalid, in whole or in part, the validity of the remaining provisions shall in no way be affected thereby. An invalid provision shall be deemed to have been replaced with a valid provision coming as close as possible to the economic purpose of the invalid provision. Any side agreements or amendments must be in writing to be effective.
  - 10.2. These Terms and Conditions shall be binding in the German version only.

St. Georgen/Y., on 01 January 2016

