

Export Terms and Conditions of Sale

1. PREAMBLE

- 1.1. These Export Terms and Conditions of Sale shall be deemed as agreed to by the purchaser and to exclusively apply to all trading transactions between the purchaser and ourselves (the 'Company'). This also applies to all future business transactions.
- 1.2. Contradicting or differing terms and conditions in purchaser's order forms are not applicable and are expressly deemed invalid.
- 1.3. Amendments or subsidiary agreements proposed by the purchaser or otherwise purported to apply to a transaction are only valid if expressly accepted by ourselves in writing. All other clauses of the Export Terms and Conditions of Sale are not affected by any such amendment and remain in force.
- 1.4. All data and classifications listed in prospectuses, catalogues, websites, directories or other media and especially those referring to size, weight or description as well as those concerning nutritional values are approximations as is customary in the industry and insofar not binding.
- 1.5. Without express permission from the Company, the Company's trademarks, brand names and logos as well as any illustrations and representations of RÖSLE products may not be used or publicised on the Internet or world wide web nor in any other electronic or digital network, television or radio broadcast or printed matter.
- 1.6. Our Export Terms and Conditions of Sale apply exclusively in our trading with other business companies, corporate bodies under public law as stipulated in § 310 Abs. 1 BGB.

2. CONCLUSION OF CONTRACT, DATA

- 2.1. Any contract shall be deemed concluded when written confirmation is notified to the purchaser by the Company. Consignment of order confirmation, delivery of ordered goods or sending of invoice are equivalent ways of contract conclusion.
- 2.2. Personal data supplied by the purchaser will be exclusively used for business purposes and transactions and the aforementioned data will be stored and managed by the Company and forwarded to associated businesses insofar as is required for processing the order.

3. PRICES AND CONDITIONS

- 3.1. Prices quoted on the current price sheet literature are actual and applicable. Previously published prices cease to apply upon publication of a revised price list.
- 3.2. All prices quoted apply to basic cost of goods ex works and do not include packaging which will be itemised and invoiced.
- 3.3. V.A.T. is not included in quoted prices. It will be added to the net invoice amount as applicable on the day of billing.

4. DELIVERY, TIME OF DELIVERY

- 4.1. Dates of delivery are to be treated as an estimate only and are not binding unless a specific agreement has been arranged with the purchaser. If a binding delivery date has been agreed by the Company, the deadline will be automatically postponed if delay is due to any cause beyond reasonable control such as an Act of God. In the event of any such force majeure, unforeseen interruption of work, traffic, shipping, damage by fire or flood, shortage of labour, energy, raw or other material, industrial action or lock-out, epidemics or pandemics, interference by legal authorities as well as all other events beyond our reasonable control which delay or hinder manufacture or shipment of goods, the Company reserves the right to withdraw from trading, and fulfilling of orders until the cause of disruption is resolved. In particular, we shall not be in default in such cases, namely also due to restrictions of our business operations, the business operations of upstream suppliers and forwarding agents as well as other third parties involved in the performance of the service. If as a result of disturbances as described before, deliveries are delayed in excess of eight weeks, one or both contractors are free to withdraw from the contract.
- 4.2. If a binding delivery date has been agreed and if this delivery date is exceeded due to restrictions on our business operations, the business operations of upstream suppliers and forwarding agents and other third parties involved in the provision of services due to the effects of the Corona pandemic, we shall not be in default as a result of the delivery date being exceeded.
- 4.3. Express deliveries will only be undertaken at the express wish of the purchaser, in which case resulting costs will be assumed by the purchaser. Shipment costs will also be assumed by the purchaser if any special mode of dispatch is requested.
- 4.4. Minimum order value and freight costs are depending individually on the countries where goods are delivered.
- 4.5. The company will accept no responsibility for damages incurred after the goods are handed over into the custody of the haulage contractors and they travel thereafter at the purchaser's own risk and expense.
- 4.6. In transactions with new purchasers we reserve the right to request payment in advance.

5. GENERAL LIABILITY, WARRANTY, RETURNS

- 5.1. We warrant for careful workmanship of sound raw materials. Complaints concerning noticeable deficiencies, wrong deliveries or notable discrepancies in quantity must be notified to us in writing at the latest within ten days of product delivery. Latent defects must be notified to us as soon as they become apparent. If no notice of deficiency is received within the period stipulated above, products will be considered approved as free of defects. The relevant moment for fulfilment of the company's obligation regarding the condition of goods is the transfer of perils as in point 4.5.

- 5.2. We warrant functionality according to the state of the technology for a 2 year period starting at the date of delivery. This excludes any liability for damage due to wear and tear, misuse and misapplication, wrong assembly, modifications or inappropriate repair. The same applies to minor defects which only insubstantially affect the utility of the product.
- 5.3. In cases of valid complaints notified in due time the Company will amend impaired goods or supply replacement at the Company's discretion. If the repair or replacement supplied fails three times, the purchaser reserves the right to reduced payment or cancellation of contract.
- 5.4. We are liable in compliance with current legislation in case of claims of damages due to oversight or gross negligence on our part or that of our agents or auxiliary persons. If the Company is not in wilful breach of contract, damage compensation will be limited to that covering typical and foreseeable damage.
- 5.5. In case of the Company's culpability of infringement of contract, we accept liability according to current legislation. In such an event damage compensation will be limited to typical and foreseeable damage.
- 5.6. Liability for culpable injury to life, body or health and our liability as stipulated in the Product Liability Act remains unaffected.
- 5.7. To ensure a smooth process, return of goods must be notified to us prior to their dispatch. Goods returned freight collect without prior notice will not be accepted.

6. PAYMENT

- 6.1. Unless otherwise expressly agreed in writing by the Company, the following payment terms shall apply to all customers: – Payment in advance – Payment in full within 30 days of date of invoice.
- 6.2. Payment by bill of exchange or cheque will be accepted only on account of performance. Payment by bill of exchange is only acceptable after explicit prior agreement with the Company and if expenses incurred, discount and applicable taxes all meet with full cash reimbursement and if the bill of exchange is re-bankable.
- 6.3. Outstanding sums may only be deducted against claims of the purchaser if the sum claimed is beyond dispute or if it has been established as final and absolute. The purchaser is only entitled to a right of retention if a given claim is beyond dispute or has been established as final and absolute; claims from previous or different transactions are not permitted. In case of overdue, we are entitled to charge default interest at the statutory rate.

7. RETENTION OF TITLE

- 7.1. We retain title and possession of goods until after full settlement of payment of all business transactions between RÖSLE GmbH & Co. KG and the purchaser. If payment is to be carried out by bill of exchange explicit arrangements must be agreed beforehand.
- 7.2. The purchaser is permitted to sell wares subject to retention of title as long as the purchaser's obligations to the Company are fulfilled. Wares may not be pawned or pledged as security. In case of stoppage of payment, refusal of cheques or bill of exchange, start of insolvency proceedings or out of court settlements, the purchaser's right to sell or use the wares subject to retention of title, is voided. Also excluded is the authorisation to enforce an assigned monetary claim for the purpose of collection.
- 7.3. In case of breach of contract particularly concerning default in payment on the part of the purchaser, we retain the right to repossess goods that have been delivered. Repossession of goods by us is equivalent to cancellation of the contract. After repossession the Company is allowed exploitation rights and allowed to apply the recovered proceeds towards the purchaser's accounts payable after deduction of appropriate processing costs.
- 7.4. The purchaser assigns all claims from sales of goods under retention of title to the Company and shall hold any monies received in trust and return them to the Company. We herewith accept any future assignment.
- 7.5. If case of seizure or claims by a third party, the purchaser is obliged to immediately notify the Company in writing so that the Company can take legal action according to § 771 ZPO. In case the third party is not able to reimburse the Company for incurred fees and costs for legal action according to § 771 ZPO, the purchaser is liable for these.
- 7.6. On purchaser's request the Company will relinquish its right of retention of title on goods and not retain goods assigned by way of collateral the value of which exceed the sum of the outstanding monies by more than 10 %. Selection of goods for release will be at the Company's discretion.

8. PLACE OF PERFORMANCE, COURT OF LAW AND PARTIAL INVALIDITY

- 8.1. Place of performance and for all trade and legal transactions concerning the contract is Marktobderdorf, Germany.
- 8.2. All legal proceedings relating to these Export Terms and Conditions of Sale shall submit to the jurisdiction of the German Court covering the town of Marktobderdorf.
- 8.3. The law of the Federal Republic of Germany shall be exclusively applicable, without application of Conflict of Laws provisions. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not be applicable.
- 8.4. If some parts of these Export Terms and Conditions of Sale are deemed invalid, nevertheless the clauses of the rest of the document shall still apply in their entirety. A clause which is deemed invalid will be replaced by one which is better suited to define the term or condition intended.