

General Terms and Conditions

The following general terms and conditions shall apply to all contracts regarding deliveries and other services to customers registered in the Federal Republic of Germany that are commercial orderers or recipients. Other general terms and conditions of the orderer are without effect. The invalidity of individual provisions of these General Terms of Purchase shall not affect the validity of the remaining provisions. The ineffective or invalid provision shall be replaced or the missing provision be complemented by an effective stipulation that comes as close as possible to the intention of the contractual parties.

A. Quotation

1. Our quotations are submitted without obligation. Delivery contracts and any other agreements will only become legally binding through our written order confirmation. Oral agreements are only effective if confirmed in writing. Punctual and correct self-supply is reserved.

2. All details and assertions relating to our products and offers, as, for example, product specifications and similar, serve only to describe the product and may neither be considered to be an indication of a specific property, declaration of a specific property or attribute, nor as implying any form of guarantee.

B. Delivery

The risk is transferred to the orderer with the despatch of the products. If the products are ready for shipment and the shipment is delayed due to an instruction of the orderer or due to other reasons, the risk is transferred to the client upon notification of the client that those products are ready for shipment. The shipment is then deemed to have been affected. Eventual tax and custom duties shall be borne by the client. In case of later deliveries and shipments any eventual unforeseen increase in duties, freight and insurance costs shall be borne by the orderer. Upon written request of the orderer the products will be insured against the risks designated at the orderer's expense.

C. Delivery time

1. Unless otherwise agreed upon, all periods and dates for delivery are to be considered approximate.
2. The time of delivery shall - without prejudice to the rights accruing to us if the orderer is in default - be extended by the time the orderer is in default of meeting his obligations to us under the present or any other contract.
3. In the event of force majeure or any other unforeseeable and unusual event which does not occur due to the fault of the parties, for example, strike, lock-outs, difficulty in procuring materials, insufficient means of transport, official interventions, energy supply difficulties etc (even if these circumstances occur at the sub suppliers) if we are prevented from duly performing our contractual obligations, the delivery period is extended appropriately. Should, due to unforeseen circumstances, delivery or performance become impossible or unreasonable, then we are discharged from our

delivery obligation.

D. Rights of Ownership

1. All products delivered by us remain our property until full settlement has been made for all of our claims for payment, due and non-due including future claims. Provided that a new product is created by further processing (processing, treatment, blending and combining etc) of the subjected products then we are entitled to the ownership of the new product in the case of the treatment, blending etc with other products that do not belong to the orderer we are entitled to the co-ownership share of the new product in ratio to the value of the reserved products towards the other products. Co-ownership of the orderer is then transferred to us up to the level of the amount we have invoiced for the reserved products.

2. The orderer is entitled to sell the reserved products or further processed products in due and proper business transactions. Pledging or collateral assignments are inadmissible. Any debts arising out of the resale or any other legal ground (insurance, unlawful act etc.) with respect to the reserved products or the further processing will be assigned to us by the orderer herewith by way of security in their entirety. If the reserved products are sold by the orderer together with other products that we have not delivered then the sale only applies to the amount of the invoice value of the respective reserved products sold. The same applies for claims resulting from the sale of products that have been further processed.

If the realisable value of the securities exceeds our claims by more than 20%, we will release an appropriate share of the securities at the orderer's request; we have the right to select the securities for release. Until we give notice of revocation, the orderer shall be authorized to collect receivables assigned to us. We undertake not to collect the receivables if the orderer has met his payment obligations to us. Upon our request, the orderer will declare such assignment, and submit to us any required information or documents.

3. In cases where third parties access the reserved products the orderer is obliged to immediately inform the third party that we are the owners of the products. The orderer is responsible for any costs and damages that have been incurred.

4. If the orderer acts in a way contrary to the contractual obligations, in particular in the event of a default in payment, then we are entitled to take back the products at the orderer's cost. The return does not constitute a withdrawal from the contract. Notwithstanding the orderer's payment obligations, we are entitled to sell the retrieved products to the best of our ability and to credit the proceeds in full or minus a possible reduction in value. In this case we are also entitled to a reimbursement to the sum of 10% of the credited amount unless the orderer provides evidence of less depreciation or lower redemption costs.

E. Terms of payment

1. Payment must be made within the agreed period or, when a period has not been

agreed upon, immediately after the receipt of the invoice. The orderer is in default of payment if he does not pay the requested payment sent after the maturity of the purchase price within 30 days after receipt of the invoice. In this case, we are entitled to charge interest on arrears of 8 % above the applicable basic rate of interest set by the "Deutschen Bundesbank". The right to lodge a claim for further-reaching damage is not excluded.

2. The orderer shall only be entitled to offset amounts against our invoice if his counter claim is not in dispute or is legally binding.

F. Legal obligations of the Orderer

1. The orderer is obliged to make an immediate and thorough examination of the products supplied by us. This includes clear or hidden defects as well as those that are only analytically detectable. This obligation to carry out analytical tests does not cease to apply when the orderer has an analysis certificate.

2. A complaint is only valid when the orderer has fulfilled his obligations listed in clause (F) 1. Clear defects will only be considered when we receive a complaint in writing within 10 days or with hidden defects 6 weeks after the products have been received. We can demand that the products be returned to us free of charge. When there is a legitimate defect claim then we will return the costs for the cheapest form of transport. Alternatively we can also require that the products remain with the orderer until any necessary examinations have been made.

3. In the case of a legitimate, timely and justified complaint we reserve the right to rectify or replace the products (supplementary performance). The orderer is only entitled to either a price reduction or cancellation of the contract when a supplementary performance has been unsuccessful or fulfilment can no longer be expected of us. With regards to defective products, the entitlements of the orderer, including any claims for damages and claims for reimbursement of expenses will expire after one year starting with the delivery of the products.

4. In the case of any possible recourse claims of the orderer in accordance with § 478 BGB we will pay damages for the necessary and proven expenses that the orderer has incurred as a result of a claim by a customer of his. Any form of claims are excluded though when the orderer has not fulfilled his obligations listed in clause (F) 2 or has not given notice in due time.

5. We will accept no liability for the further processing or further delivery of products procured from us that is contrary to clause (F) 1. Additionally all contractual or other rights and claims of the orderers for damage compensation or reimbursement for expenditures are excluded except in cases of intent or gross negligence on our part. The exemption from liabilities is also effective for the personal liability of our legal representatives, employees and other agents.

G. Special Provisions

If the orderer puts products acquired from us into circulation then he alone is solely responsible for bringing the products into circulation according to the pertinent food or other law regulations and especially for the correct offering and application of the

products. We are in no way obliged to offer further advice. As soon as the products are unpacked and labelled in accordance with the requirements of the orderer's or the orderer labels the products himself then the orderer is himself responsible for the distribution and sale of the products according to the relevant regulations. Should we nevertheless be held liable by a third party for violating product liability provisions, the orderer undertakes to indemnify us from and against any such claim.

H. Place of fulfilment, Place of jurisdiction, Applicable law

1. The place of fulfilment for all services is Hamburg in the Federal Republic of Germany.
2. The place of jurisdiction is Hamburg in the Federal Republic of Germany.
3. The laws of the Federal Republic of Germany shall apply exclusively with the exception of the UN Sales Convention (CISG) from the 11th of April 1980.