

General Terms and Conditions of Sale, Delivery, and Payment
(hereinafter "General Terms and Conditions")
of the company Behre, Kohlgrunder Strasse 4, 36160 Dipperz

I. General provisions

1. Our General Terms and Conditions of Sale, Delivery, and Payment apply to all present and future legal transactions entered into with us unless expressly agreed otherwise.
2. Any terms and conditions of the other contracting party that contradict our General Terms and Conditions shall not apply to the legal transactions entered into with such other party; we hereby expressly reject any such terms and conditions.
3. Should any of the provisions of these General Terms and Conditions be or become invalid, such circumstance shall not affect the validity of the remaining General Terms and Conditions.

II. Entry into contract

1. Our offers are non-binding and subject to change.
2. The contract is deemed to have come into effect through our confirmation of the order by means of telecommunications within the meaning of Art. 312 b of the German Civil Code (acceptance) or by means of delivery within three weeks as from the date on which the order was received.
3. The sole subject matter of the contract is the product sold, with the characteristics, features, and intended purpose as stated in the product description indicated by us. All information regarding dimensions, weights, descriptions, and illustrations in brochures, catalogs, or price lists that are in connection with the goods or our offers serves solely to describe the products and is neither to be construed as an indication of a specific quality, representation of a specific quality, representation of a characteristic, or furnishing of any warranty. Any representation or further characteristics and/or features or intended purpose in excess thereof requires our express confirmation.
4. All deliveries by us are subject to our receiving timely and correct supplies from our own suppliers.
5. In the case of orders with a merchandise value of less than € 50.00, we will assess a minimum order quantity surcharge of € 7.50. "Merchandise value" means the item price alone, without shipping costs. This surcharge will be listed separately in the invoice.

III. Prices

1. Our prices are to be understood as ex warehouse, in euros, plus statutory value-added tax (VAT) at the then-applicable rate.
2. Prices confirmed by us apply only if the confirmed quantity of goods is not changed.
3. In the case of transactions with entrepreneurs (*Unternehmer* as defined under German law), the list prices applicable on the date of delivery apply as a general principle.
4. In the case of transactions with entrepreneurs (*Unternehmer* as defined under German law), we are entitled to change the prices if the conditions essential to the agreed price have changed or the supplier has legitimately raised its prices subsequently and we can furnish documentation of such circumstance.
5. We pass through charges for packaging at cost, but do not accept returns of packaging.
6. In the case of orders with a merchandise value of more than € 300.00, we deliver free of charge, meaning that we do not assess any shipping costs or packaging fees (within Germany). Other destinations/ countries are subject to specified calculation. Merchandise value means the item price alone (net), without shipping costs.

IV. Delivery & risk liability

1. Partial deliveries are permitted.
2. Delivery dates (delivery time limits and deadlines) are non-binding and subject to change. For a delivery to be considered in default, the other contracting party must have issued a written warning notice. Other rights of the other contracting party, aside from rescission after establishment of an adequate cure period, particularly claims to compensation for loss or damage due to default are ruled out unless we are at fault for the non-compliance with the delivery time limit through gross negligence or intent.
3. Deliveries and return deliveries shall take place at the other contracting party's expense and risk, including in the event that our own means of transportation are used from our warehouse or plant. This also applies in the cases covered by the provisions of Sec. III (6) hereof.
4. If we ship the goods to a third party at the other contracting party's request, the risk associated with transportation and with time shall also be borne by such other contracting party even if the transportation to the destination location is performed "free" or "carriage paid" for the other party.
5. We have the right to ship or transport the goods in one shipment or multiple partial shipments, with or without transshipment.
6. It is up to the other contracting party to take out insurance coverage, particularly transportation insurance. We are entitled to take out insurance for the shipment at the other contracting party's expense.
7. We choose packaging, shipping methods, and shipping modes according to our discretion. Packaging is charged separately.

V. Obstacles to performance

1. The contract is entered into subject to the requisite import and export licenses and any and all other official permits and approvals that may be required.
2. In the event of *force majeure* and in the case of circumstances for which we are not culpable, we are entitled to postpone delivery until the expiration of an appropriate time limit after remediation of the impossibility or inability to perform, or to rescind the contract in whole or in part, without the other party to the contract having any rights whatsoever vis-à-vis us in connection therewith. If, however, the obstacle to performance lasts longer than three months, the other party to the contract is entitled, after an appropriate cure period has been established, to rescind that portion of the contract that has not yet been performed.

VI. Payment, due dates, default, setoff, withholding

1. Our invoices are due and payable 30 days after the date of the invoice, without any deductions.
2. In the event of payment within ten days after the date of the invoice, we grant a 2% prompt payment discount, which, however, applies only if all earlier invoices have been settled.
3. We do not accept bills of exchange for sums billed. We accept checks only on account of performance.
4. Payments rendered in any form other than cash are not considered to have been rendered until the day on which we receive knowledge that we can in fact dispose of the amount in question. We are not liable for timely presentation of checks.
5. A party shall be deemed in default of payment, without any warning notice being necessary, as soon as our receivable falls due in accordance with the due date shown in the invoice. We are entitled to charge lump-sum costs in the amount of € 5.00 plus VAT at the then-applicable statutory rate for each warning notice.
6. In the event of default, all unpaid receivables, even those that have not yet fallen due, shall fall due for payment immediately, without any deductions.
7. We are entitled to charge entrepreneurs (*Unternehmer* as defined under German law) default interest of up to eight percentage points above the then-applicable base interest rate.
8. If and insofar as the other contracting party fails to pay an invoiced sum when due or
 - such party falls in default of acceptance of the goods,
 - such party provides checks or bills of exchange as payment, but they do not clear,
 - other facts come to light following the issuance of the offer or entry into the contract that cause such party's creditworthiness or willingness to pay to appear doubtful, we are, after establishing an appropriate time limit of our choice, entitled:
 - to rescind the contract,
 - demand damages for non-performance,
 - demand immediate advance payment of the purchase price, and
 - demand immediate payment of all open invoices.The same applies if the aforementioned facts come to light with regard to any party to a bill of exchange or a check.

VII. Reservation of title

1. We reserve title to all goods supplied by us until such time as all receivables, including receivables arising in the future, under the business relationship have been paid in full, regardless of the legal basis for such receivables, including if a purchase price payment is made for specific designated deliveries. In the event of ongoing invoicing, the reserved title is considered security for the balance of the receivable.
2. The other contracting party is entitled to dispose of the goods in the ordinary course of its business. The other contracting party is not authorized or empowered to resell the goods subject to reservation of title except on the condition that:
 - the receivable arising from the resale passes to us,
 - the other contracting party states in writing the reservation that ownership of the goods does not pass to its customer until payment has been remitted to us in full, and
 - the other contracting party holds the sums collected in custody and disburses them to us immediately.
3. The other contracting party hereby assigns to us, already at this time, the receivables vis-à-vis its customers arising from the resale of the goods subject to reservation of title. We accept this assignment already at this time.

4. As long as the other contracting party complies with its obligation to remit payment to us, it is authorized and empowered to collect on the receivables assigned to us in advance. This authorization to collect on such receivables may, however, be revoked at any time without any reasons being stated.
5. The other contracting party is obligated to designate the debtors under the sale and to disclose the receivable owed to it, at our request.
6. We are entitled to demand the immediate surrender of our goods in the event of default of payment or if payments fall due. The other contracting party is obligated to store the goods subject to reservation of title separately from other goods, to label them as our property, and to refrain from disposing thereof in any manner whatsoever. Any goods subject to reservation of title that are in such party's possession must be separated from the rest of the goods immediately upon our request. The other contracting party is moreover obligated to notify us immediately, in written or text form, in the event of any distraint imposed on our property or any other adverse effect on our property and/or our claims or rights associated therewith. We are entitled to dispose of the goods subject to reservation of title as we deem fitting, without any prior threat, by way of sale or auction. We are moreover entitled to take back the goods subject to reservation of title for our own disposal in exchange for crediting of the invoiced sum, less 30% lump-sum damages. We and the other contracting party reserve the right to prove that the damage or loss actually sustained has been greater or less than the amount of such lump-sum damages. Assertion of the reservation of title and distraint of the object of delivery by us are not considered rescission of the contract. We are entitled to demand at any time that the other contracting party provide information on the whereabouts of the goods supplied, to inspect the other contracting party's business premises at any time in order to check this information, and to inspect the business records of the other contracting party. The other contracting party irrevocably grants us access to its business premises already at this time.
7. If the value of the items of security held for us exceeds our receivables by more than 20% in total, we are obligated, at the request of the other contracting party, to release any item of security of our choice in excess thereof.
8. If an application for institution of insolvency proceedings is filed against the other contracting party, we are entitled to rescind the purchase agreement. Our obligation to deliver shall lapse in such a case, and if and insofar as deliveries have already been made, the other contracting party is required to make reference to the reservation of title in effect for our benefit and the assignment of claims already during the application proceedings.

VIII. Product liability

1. Our products are predominantly natural products or products derived from natural products. If and insofar as our products are intended only for professional use (whether in trade or industrial settings) or for the recreational segment, such products can also only be used in those segments. They are not suitable for any other use, and we expressly disclaim liability for any other use.
2. Upon request, we will provide the other contracting party with all information in our possession with regard to the goods represented by us, particularly with regard to specific hazards that are associated with the products and known to us. If the other contracting party wishes to sell the products purchased from us in the retail sector, such party must obtain information from us in advance regarding whether the retail sector is in possession of information with regard to the unlimited usability of the products by end consumers. Where applicable, we will inform the other contracting party of the suitability of the products for specific uses.
3. We expressly disclaim all liability for any damage or loss that may be sustained as a result of the other contracting party's failure to comply with its information obligations as stated above.

IX. Warranty

1. The recipient of the goods is obligated to check them immediately upon receipt for completeness and apparent damages. Complaints regarding incomplete deliveries and/or apparent damage must be submitted in written or text form by no later than within five working days after receipt of the goods. Otherwise, our liability will lapse. In the case of apparent defects or errors regarding which a complaint has been submitted in due time, and in the case of defects or errors that were not apparent and regarding which a complaint has been submitted within the statutory warranty period, the party placing the order shall initially have solely the rights stated hereinafter. Nothing in this provision shall affect the allocation of the burden of proof regarding the presence of a defect.
2. The mere fact of our engaging in negotiations regarding complaints concerning defects does not mean that we waive the defense that the complaint concerning the defect was not submitted in due time or was not sufficient.
3. If the goods supplied have been changed in any way whatsoever, any and all warranty claims shall lapse, unless the change lies solely in the use of the goods as agreed.
4. Minor deviations with regard to product range, quality, color, width, weight, features, or design of goods that are customary within the trade or are technically unavoidable shall not establish any warranty claim.
5. If a complaint regarding a defect is justified, we shall remedy the defect, at our option, either by curing the defect or by supplying replacement goods within an appropriate time limit. If the cure or delivery of replacements within an appropriate time limit fails, or if the cure is unreasonable for us, the other contracting party is entitled to reduce payment or to rescind the agreement, as are we. Claims for damages and/or claims for compensation for expenditures are ruled out unless we have acted intentionally or through gross negligence. In the case of legitimate complaints regarding defects, the other contracting party is not entitled to return the goods to us regarding which it has complained. We will pick up these goods at our own risk and expense within an appropriate time limit after the complaint has been submitted. In such a case, we are entitled to perform an on-site review of the complaint that has been asserted. Recourse claims of the other contracting party (Art. 478 of the German Civil Code) are ruled out if the other contracting party has failed to meet its obligation to submit complaints immediately pursuant to Art. 377 of the German Commercial Code, or has failed to do so in due time. We will render compensation for the necessary and proven costs of curing the defect or error as incurred by the other contracting party due to claims asserted on the other contracting party itself by its own customers. Our warranty obligations shall be suspended for any period during which the other contracting party fails to pay invoices that have fallen due.
6. If the complaint regarding the defect was not justified, and if the other party to the contract has nonetheless sent the goods back to us, we are entitled either to refuse to accept the goods or, after accepting the goods, to assess a fee of up to 10% of the net merchandise value, but not less than € 25.00, for the review and processing of the return shipment of the goods, and to charge the other contracting party for all other costs and expenditures associated with the return shipment.

X. Lapse of claims

1. Any and all warranty claims of the other contracting party with regard to defects in the goods, including any and all claims for damages and claims to compensation for expenditures, shall lapse within commercial dealings in one year, starting as of the delivery of the goods to the agreed destination location.
2. This provision does not apply to claims under the German Product Liability Act.

XI. Data storage

The other contracting party expressly agrees that we are permitted to store and process such party's information in computer systems if and insofar as so doing is necessary in the course of the business and permissible within the scope of the German Federal Data Protection Act.

XII. Place of performance and place of jurisdiction

1. The place of performance for the delivery is the respective shipping location of the goods, and the place of performance for the contracting party's obligations is the location of our registered office.
2. The place of jurisdiction for both parties, including for complaints relating to bills of exchange and checks, is Fulda, if and insofar as the other contracting party is an entrepreneur, public-law corporation, or public-law foundation, and provided that the legal dispute concerns a legal relationship pursuant to these General Terms and Conditions.

XIII. Applicable law

1. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to our contracts.
2. Solely the applicable law of the Federal Republic of Germany shall apply to the contracts entered into with the other contracting party.

XIV. Entry into force

These General Terms and Conditions of Sale, Delivery, and Payment apply as from the time at which they are announced and supersede all General Terms and Conditions applicable until such time.

Dipperz, August 2017