

General Terms and Conditions of Performance (PTC) of Biosteril GmbH & Co. KG

1. Scope of the PTC

Our PTC alone shall apply to our contracts. We shall oppose any General Terms and Conditions of our contracting parties that deviate from our own. Our conditions shall be deemed to have been tacitly accepted on placement of order.

2. Our service

We offer germicidal treatment of dried vegetables, dried mushrooms, herbs and other related products by means of contract processing. Before we carry out germicidal treatment we recommend that customers request a sample, so that they can assess for themselves the quality (analytical properties) of the expected end product from the treated sample.

3. Contract formation

Our quotations are non-binding. We will abide by quotations which we designate as binding for two weeks. We can accept customer orders within 12 working days of receipt by sending an order confirmation. The contract shall be concluded upon receipt of the written order confirmation by the customer. Our order confirmation shall contain the production sheet, stating the processing costs and the non-binding, provisional completion date. The delivery date scheduled by us is conditional upon prior supply of the customer's merchandise to be processed, clarification of all technical issues and fulfillment of all other duties of cooperation on the customer's part, e.g. inspection of a sample of our work given to the customer. Binding completion dates must be expressly agreed. We shall only be liable for compliance with these deadlines depending on fault. The customer can only rescind the contract concluded with us if he has previously set us an appropriate period of grace for the performance of services.

Amendments and supplements to the contract must be effected in writing.

4. Prices

The current processing prices according to our current price list shall apply. The stated prices are understood to be per kilogram of merchandise to be processed in each case. Packaging material, including labeling, will be charged separately.

We reserve the right to increase our prices appropriately if increases in costs over which we have no influence occur after conclusion of contract. This shall particularly apply in the event of the processing being more costly than estimated due to unforeseen, product-specific circumstances. We shall be obliged to inform the customer of these price increases immediately and to substantiate the increased costs on request. Should the price increase exceed 10% of the original price, the customer shall be entitled to cancel the contract.

5. Payments

Payments are to be made according to the applicable agreement, otherwise no later than 14 days after receipt of invoice. From this point the customer shall be in default, without any further reminders. The customer will incur default interest of 8% above the base rate.

We shall be entitled to request advance payments. These shall be paid on the basis of an advance payments account issued by us to the value of the executed and substantiated partial performance.

The statutory security right to the merchandise in our possession, pursuant to section 647 of the German Civil Code, shall pertain due to our unsettled claims.

The customer can only offset our claims with legally enforceable counterclaims which are ready for decision, uncontested or recognized. Exercise of a right of retention or right to withhold performance is also possible only under the aforementioned conditions and also only if it is based on the same contractual relationship.

6. Nature of goods and performance of our services

Pursuant to section 276 of the German Civil Code, the customer shall guarantee by means of an independent promise that due, proper and safe handling of the merchandise entrusted to us is assured, based on the nature and labeling of the goods, and in particular that the merchandise can be stored and processed at no risk to people and property and that it may be circulated in accordance with the prevailing statutory provisions.

We assume no responsibility for the properties of the end product. This shall in particular apply to product properties over which we have no influence, such as initial microbiological load, natural product characteristics or those occasioned by growth, pesticide or heavy metal residues and other external impurities. We only subject merchandise supplied to us to one visual inspection before processing. Other inspections are only carried out if expressly agreed.

If we have provided the customer with a sample and if the customer has not objected to the sample's characteristics within a 12 working day inspection period, the sample's characteristics shall be deemed to have been agreed. However, unless expressly stipulated otherwise, the merchandise's target properties do not constitute any guaranteed characteristics. In the case of processing by sample, the sample is only regarded as a demonstration model to show the characteristics and features of the service. Unless expressly agreed otherwise, the characteristics of the sample are not deemed to be guaranteed.

We shall only be liable, dependent on fault, for damage caused to customer merchandise in connection with our performance (including consequential damage). Our liability shall not apply in particular if the damage is based on the nature of the merchandise or the customer's specifications. If we have demonstrably rendered our service in accordance with the contract, it will be presumed that damage to the merchandise and consequential losses are based on a defect in the nature of the customer's merchandise for which we are not responsible.

7. Requirement to give notice of defects

The customer must notify us in writing of detectable defects in our service without delay (within three days of receipt at the latest). If the customer only detects the defect later, despite proper checks being carried out on receipt, the deadline of three working days will apply from the date on which the customer became aware of the defect.

If the goods processed by us are processed or sold by the customer, this will be regarded as an unreserved acceptance because, in this case, it is not possible for us to check for the presence of a defect.

8. Warranty

We warrant that we shall either fulfill our part of the contract subsequently or reduce the fee at our discretion.

We shall be exempt from liability for defects if the customer has insisted on provision of the service despite concerns expressed by us in writing.

We shall be released from any other defect-dependent obligations if we are refused the opportunity to subsequently fulfill the contract without justification, or if it is made disproportionately difficult. In this case, the customer's right of cancellation or reduction of the payment or assertion of the customer's claims for compensation due to damages shall be excluded.

A period of grace allowed us for subsequent fulfillment of the contract is only appropriate if we are provided with at least 30 working days from the time at which we are first granted the opportunity for rectification. The customer can only demand that the contract be subsequently fulfilled within a shorter time if he states good cause in writing.

Subsequent fulfillment of the contract to be carried out by us will only be deemed to have failed if we have been unable to remedy the defects despite two separate attempts and within the appropriate period.

Warranty claims against us may not be assigned.

9. Liability

We shall be liable for simple negligence in the event of injury to life, limb and health, and in the event of breaches of duties whose fulfillment is absolutely necessary for the contract to be properly implemented and on compliance with which the customer may regularly rely.

Otherwise, we shall only be liable for deliberate acts and gross negligence.

In the event of slightly negligent breaches of material contractual duties, we shall only be liable for predictable losses that are typical of the contract, and not for remote subsequent losses. This shall also be the case for deliberate or grossly negligent breaches of material contractual duties by our ordinary vicarious agents.

Any further claims by the customer are excluded.

10. Limitation of action

The limitation period for claims against us which are not based on deliberate conduct shall be one year from acceptance of our performance. This shall also apply to limitation of our customers' defect-dependent claims. The limitation period shall apply accordingly to exclusion of the right to cancel the contract or reduce the compensation for the work.

11. Choice of law and place of jurisdiction

The place of jurisdiction and performance shall be Meiningen. The law of the Federal Republic of Germany shall apply exclusively.