

Meica Ammerländische Fleischwarenfabrik Fritz Meinen GmbH & Co KG.

General Terms and Conditions of Sale

§ 1 Scope of application

1 These General Terms and Conditions of Sale shall apply to all our business relations with our customers regarding the delivery of goods, unless otherwise agreed individually.

(2) Unless otherwise agreed, these General Terms and Conditions of Sale shall apply in the version valid at the time of the customer's appointment or in the version finally notified to the customer as a framework agreement also for similar future contracts, without Meica having to refer to them in each individual case.

3 These General Terms and Conditions of Sale apply exclusively. Deviating or supplementary terms and conditions of the customer shall only become part of the contract if and to the extent that Meica has expressly agreed to their validity in text form. This requirement of consent shall also apply in the event that the customer refers to its terms and conditions and/or Meica does not expressly object to these terms and conditions, e.g. if these are transmitted via EDI, and/or we supply the customer with knowledge of the terms and conditions.

4. Text form in these General Terms and Conditions of Sale and the business relationship in general means paper form with handwritten signature, e-mail and fax. It does not include other message formats such as those via messenger services or electronic order transmission systems such as EDI or similar.

5 Insofar as the following regulations do not contain any special provisions, the statutory provisions shall apply.

§ 2 Conclusion of contract

1 Meica's offers are subject to change and non-binding.

2. The customer's order of the goods shall be deemed a binding contractual offer. Meica is entitled to accept this contractual offer within a reasonable deadline after receipt by Meica.

3. Acceptance by Meica can be declared either in text form as an order confirmation or by delivery of the goods to the customer.

4. Delivery dates must be agreed in text form. The agreement of a delivery date does not lead to an absolute fixed date transaction in the sense that compliance with the agreed delivery date is so essential that performance is deemed impossible after the agreed delivery date.

§ 3 Delivery, transfer of risk, place of fulfilment

1. The place of fulfilment for all delivery obligations and any subsequent performance shall be Meica's registered office.

2. The goods will be dispatched to another destination at the customer's request and expense. The minimum order value is 2500 €. The choice of dispatch route and mode of dispatch is left to Meica.

3. The goods shall be dispatched in standard commercial packaging of Meica's choice. The packaging material will not be taken back. Standard pallets remain the property of Meica and must be exchanged. The customer must

replace any pallets that are not returned, damaged or destroyed.

4. The transfer of risk shall take place at the latest upon handover to the customer. If the customer is in delay of receiving, this shall be deemed equivalent to handover.

5. If the goods are dispatched at the customer's request, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass to the customer upon delivery of the goods to the forwarding agent, carrier or other person designated to carry out the dispatch.

6. If the customer is in delay of receiving, fails to cooperate or if our delivery is delayed for reasons for which the customer is responsible, Meica shall be entitled to demand compensation for the resulting damage including additional expenses.

§ 4 Terms of payment

1. Unless otherwise agreed, the purchase price is due immediately upon receipt of the invoice and payable without deduction. Meica may declare a reservation of delivery in whole or in part only against advance payment with the order confirmation.

2. If the goods are dispatched at the customer's request and expense, the customer shall bear the transport costs and the costs of any transport insurance requested. Any customs duties, fees, taxes and other public charges shall be borne by the customer.

3. Unless otherwise agreed, the customer shall be in default upon expiry of a deadline of five working days after receipt of the invoice. During the period of default, interest shall be charged on the purchase price at the applicable statutory default interest rate. We reserve the right to assert further claims for damages caused by default.

4. The customer shall only be entitled to rights of set-off or retention insofar as his claim has been legally established or is undisputed. In the event of defects in the delivery, the Buyer's warranty rights remain unaffected, in particular in accordance with § 7 of these General Terms and Conditions of Sale.

5. If it becomes apparent after conclusion of a contract that Meica's claim to payment of the purchase price is jeopardised, Meica is entitled to refuse performance and, if necessary, to set a grace period for withdrawal from the contract.

§ 5 Retention of title

1. The goods shall remain the property of Meica until full payment of all present and future claims of Meica arising from the purchase contract and an ongoing business relationship.

2. The customer is authorised until further notice to resell and/or process the goods subject to retention of title in the ordinary course of business

§ 6 Quality and inspection obligations

1. The agreed quality shall be determined exclusively in accordance with the specific agreements made between

the parties regarding the properties, specifications and characteristics of the goods (quality agreement/specification). Product descriptions do not contain any guarantee to this effect.

2. The customer is aware that the delivered goods will only be of the agreed quality within the best-before date determined by Meica and if all storage and temperature requirements are met in accordance with the specification. When labelling the delivered goods, the customer is obliged not to indicate a longer best-before date than that recommended by Meica. For the rest, the customer is obligated to use the specification from the agreed product specification when creating its own labels and to observe the legal provisions applicable in the respective sales territory. In this respect, the customer is solely liable for the correct food information.

3. If the characteristics of the goods have not been agreed, it must be assessed in accordance with the statutory provisions whether a defect exists or not (Section 434 (3) BGB).

4. The customer must inspect the goods delivered by Meica immediately upon receipt, at the latest within three days, and notify Meica of any defects in text form within a further day. Hidden defects must be reported to Meica as soon as they are discovered.

5. If the customer fails to notify Meica of defects in the delivered goods or fails to do so in good time, the goods shall be deemed to have been approved in accordance with the contract. A defect can no longer be claimed.

§ 7 Claims for defects

1. The statutory provisions shall apply to the customer's rights in the event of material defects and defects of title, unless otherwise specified below.

2. The basis of liability for defects is primarily the agreement reached on the quality. In general, Meica is not liable for defects which the customer is aware of or is grossly negligent in not being aware of when the contract is concluded. Meica is not liable for defects which the customer has not notified/not notified in good time (see § 6 para. 4).

3. If the goods are defective, Meica may initially choose whether to provide subsequent fulfilment by remedying the defect or delivering a defect-free item. If the type of subsequent fulfilment chosen by Meica is unreasonable for the customer in the individual case, the customer may refuse it. Meica's right to refuse subsequent fulfilment under the statutory conditions remains unaffected.

4. Meica is entitled to make the subsequent fulfilment owed dependent on the customer paying the purchase price due. The customer is entitled to retain a reasonable part of the purchase price in proportion to the defect.

5. The customer must give Meica the time and opportunity required for subsequent fulfilment, in particular the customer must hand over the defective goods to Meica for inspection purposes on request. In the event of a replacement delivery, the customer must return the defective goods to Meica on request.

6. Meica shall bear the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs, in accordance with the statutory provisions and these

General Terms and Conditions of Sale, if a defect actually exists. Otherwise, Meica may demand reimbursement from the customer of the costs arising from the unjustified request to remedy the defect if the customer knew or could have recognised that there was in fact no defect.

7. Claims of the customer for reimbursement of expenses in accordance with Section 445a para. 1 BGB are excluded, unless the last contract in the supply chain is a purchase of consumer goods. Claims of the customer for damages or reimbursement of futile expenses shall only exist in accordance with § 8, even if the goods are defective.

§ 8 Other liability

1. Unless otherwise made in these General Terms and Conditions of Sale including the following provisions, Meica shall be liable in accordance with the statutory provisions in the event of a breach of contractual or non-contractual obligations.

2. Meica is liable for damages, irrespective of the legal grounds, within the scope of fault-based liability in cases of intent and gross negligence. In the event of simple negligence, Meica shall only be liable, subject to statutory limitations of liability, for damages resulting from injury to life, limb or health and for damages resulting from the breach of an essential contractual obligation (in this case, liability shall be limited to compensation for foreseeable, typically occurring damages).

3. The limitations of liability made in § 8 (2) also apply to third parties and also to breaches of duty by Meica's legal representatives or vicarious agents. They do not apply if a defect has been fraudulently concealed or liability regardless of fault has been agreed upon for the quality of the goods, and they do not apply to claims by the customer under the Product Liability Act.

4. The customer may only rescind or give notice of termination due to a breach of duty which does not consist of a defect if Meica is responsible for the breach of duty. Any further right of cancellation on the part of the customer (in particular pursuant to Sections 650, 648 BGB) is excluded.

§ 9 Statute of limitations

The statutory limitation period shall apply.

§ 10 Place of jurisdiction and choice of law

1. These General Terms and Conditions of Sale and the contractual relationship between Meica and the customer shall be governed by the laws of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

2. The exclusive and international place of jurisdiction for all disputes made in connection with the contractual relationship is the registered office of Meica. Meica is, however, authorised to sue the customer at its place of business.

3. These terms and conditions shall be governed by and construed in accordance with German law. They are used in German and English. In the event of any discrepancies between the German and English versions, the German version shall prevail.