

General Terms and Conditions of Purchase CONDIO GmbH

Our order is subject to the exclusive application of our general terms and conditions of purchase published on our homepage www.condio.com.

§ 1 Application

- (1) These terms and conditions of purchase shall apply exclusively. Differing or contrary terms shall not apply except if expressly agreed upon in writing.
- (2) These terms and conditions of purchase shall only apply vis à vis entrepreneurs, governmental entities, or special governmental estates in the meaning of sec. 310 para. 1 BGB (German Civil Code).

§ 2 Contract conclusion, condition of the goods

- (1) Every order shall provide in writing. Our order and inquiry shall be without engagement. The seller shall accept our offer within a reasonable time, not exceeding one week. The seller shall confirm the order in writing.
- (2) In case of cross-border order the seller shall provide along with the shipment all records and documents for evidence of conformity required for customs and all proofs in conjunction with the order. Moreover the seller shall provide with the confirmation of order the legally relevant data for the Intrastat-Reporting.
- (3) The seller is sworn to secrecy for the conclusion of the contract. In case that that the seller intends to name us as reference, a written consent by us is required.
- (4) The goods shall conform to before provided and proofed samples. The specification and the requirements of additional quality documents shall be abided and be attached with the supply. A submitted sample shall persist as contractual basis, even if the seller provides us later a pattern for part-delivery or a single delivery to document the ongoing production.
- (5) The seller assures that the supply of the goods including packaging and presentation conform the legal requirements of Germany and the leading EU-Directive, especially the food legislation and the rules of product liability. The product has to be suitable for use in food and has to meet the current German and European food legislation. Furthermore it has to meet the standards of WHO/FAO and FCC for food. Where these requirements differ, the more rigorous limits shall apply. The supplier is bound by this contract to inform CONDIO immediately when changing the quality.

§ 3 Prices

Prices include delivery to our facilities, including the respective statutory VAT and including any and all costs for packaging, except as otherwise expressly agreed upon.

§ 4 Offset, Retainer

We reserve all rights to offset or retain payment provided by applicable law.

§ 5 Delivery

- (1) All delivery dates stated in the order or otherwise agreed upon are binding.
- (2) The seller shall immediately inform us of any threatening or existing delay in delivery, the reasons for such delay and the anticipated duration of such delay. The foregoing shall not affect the occurrence of a default in delivery.
- (3) In case of default in delivery we reserve all rights under applicable law.

§ 6 Passing of Risk, Shipment

- (1) All supplies shall be carried out exempt from charges.
- (2) The risk of loss or damage to the goods passes to us upon delivery at the agreed place of delivery.
- (3) Transport packaging shall be taken back by the seller exempt from charges, if the packaging does not qualify for the recycling guideline "Green Dot" (European Parliament and Council Directive 94/62/EC).

§ 7 Liability, Warranty

- (1) We reserve all rights and remedies for non-conformity provided by applicable law. We are especially entitled, upon our election, to claim remedy of defects, de-livery of conforming goods, and damages.
- (2) In case of imminent danger we are entitled, after giving notice to the seller, to remedy the defects on the seller's cost.
- (3) Warranty claims shall be time-barred after 24 month of the passage of risk.

§ 8 Product Liability, Insurance

- (1) The seller shall, upon first demand, indemnify us and hold us harmless from and against any and all liability or claims of third parties based on the manufacture, delivery, storage, or use of the delivered goods. The above indemnification shall not apply if the claim is based on our intentional or grossly negligent breach of duties.
- (2) The seller shall, at all times during the term of this contract, maintain product liability insurance with a minimum insurance amount of 1 Mio. EUR for each single occurrence of personal and property damage. The insurance certificate shall be submitted by the seller unrequested. Further damages shall remain unaffected.

§ 9 Warranty of Title

- (1) The seller warrants that the goods are free from rights of third parties and that delivery of the goods does not violate any rights of third parties. The seller shall indemnify us, upon first demand, from any claims of third parties in this regard.
- (2) Claims based on defect in title shall be time-barred pursuant to § 7 (3) above.

§ 10 Applicable Law, Jurisdiction

- (1) This contract shall be governed by the laws of the Federal Republic of Germany (excluding the Convention on Contracts for the International Sale of Goods).
- (2) Place of performance and exclusive place of jurisdiction for all disputes arising out of or in connection with this contract shall be Werder / Havel (Germany).

§ 11 Corporate Social Responsibility

We favour the implementation of the Business Social Compliance Initiative (BSCI) without being member of the Foreign Trade Association (FTA) and the Social Accountability International (SAI).