

CONDIO GmbH
General Terms and Conditions of Purchase

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 sale shall also govern all future transactions between the parties and shall also apply if we perform delivery despite our knowledge of differing or contrary terms.
- (3) 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 Offer, Acceptance, Conditions of the Goods

- (1) Orders shall always be placed in writing. The seller shall accept our order within 48 hours by written confirmation.
- (2) When placing cross-border orders, the seller shall provide us with all evidence and documents required for us to obtain customs declarations or to prove other circumstances related to the purchase when the goods are shipped. The seller is obliged to provide us with the necessary information for the so-called Intrastat declaration with the order confirmation.
- (3) The seller shall treat the contractual conclusion as confidential. He shall only be entitled to name us as a reference to third parties with our prior written consent.
- (4) The goods shall comply with the samples of goods, specifications and all supplementary quality documents handed over to us and checked. The specification and all supplementary quality documents shall be attached to the delivery. A submitted sample of goods shall remain the basis of the contract even if the seller subsequently sends us selection samples for individual or partial deliveries in order to document the quality of current production.

- (5) The Seller assures that the goods to be delivered, including packaging and presentation, comply with all relevant statutory provisions applicable in the Federal Republic of Germany and the European Union, in particular food law and product liability law.

§ 3 Prices, Payment

- (1) The price is for delivery in accordance with CIF/DAB (Incoterms 2010), including the cost of packaging, unless expressly agreed otherwise.
- (2) The purchase price is due and payable net within 30 days from receipt of the proper invoice.

§ 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

The risk of accidental loss or accidental deterioration of the goods shall pass to us upon proper and complete delivery on the basis of the Incoterms applied (2010 version) at the named place of destination.

§ 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) During the term of this contract, the seller is obliged to maintain product liability insurance with a minimum coverage of EUR 1 million per personal injury or property damage at all times. Any further claims for damages shall remain unaffected. Upon our written request, the seller shall immediately send us a current confirmation of its insurer regarding the product liability insurance.

§ 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 Potsdam (Germany).