

**General Terms and Conditions of Delivery and Payment of All Organic Treasures GmbH  
DE- 87487 Wiggensbach, Germany**

**I General - Scope of application**

The following conditions of sale apply to all contracts concluded between the buyer and us for the delivery of goods. They apply to all future business relations, even if they are not expressly agreed again. Our terms of sale shall apply exclusively. Deviating conditions of the buyer, which we do not expressly acknowledge, are non-binding for us, even if we do not expressly contradict them. The following terms and conditions of sale shall also apply if we unconditionally execute the buyer's order in the knowledge or with the opposing or deviating terms and conditions of the buyer.

In the contracts, all agreements made between the buyer and us for the execution of the purchase contracts are recorded in writing.

Our terms and conditions of sale shall only apply to companies.

**II Offer and conclusion of contract**

We can accept an order by the purchaser which qualifies as an offer to conclude a purchase contract within two weeks by sending an order confirmation or by sending the ordered products within the same period.

Our offers, also in brochures, advertisements and price lists concerning weight, size, filling quantity, design and prices, are subject to confirmation and non-binding, unless we have expressly designated them as binding.

We reserve our property rights, copyrights and other industrial property rights to all illustrations, calculations, drawings and other documents. The purchaser may only pass these on to third parties with our written consent, irrespective of whether we have marked them as confidential or not.

We reserve the right to withdraw from contracts if, after conclusion of the contract, crop failures occur due to force majeure or unfavourable weather conditions, or if one of our suppliers, for reasons beyond our control, loses its ability to deliver despite an existing supply contract.

We reserve the right to withdraw from contracts if the contractual goods are not certified as organic goods within the meaning of the EC Organic Regulation by the respective supervising cultivation association through the fault of the producer. A change of the certification provided for in the contract is permissible.

We reserve the right to withdraw from contracts if third country goods are no longer recognized as organic goods within the meaning of the EC Organic Regulation as a result of an amendment to the EC Organic Regulation at the time of import into the EC.

We reserve the right to withdraw from contracts if we have doubts about the necessary liquidity of the buyer after conclusion of the contract and the buyer cannot or will not remove these doubts at our request by means of suitable evidence.

We reserve the right to withdraw from contracts if the contractual partner does not comply with agreed delivery or acceptance dates or payment dates.

**III Price Terms of payment**

Our prices are ex works. Our prices do not include the statutory value added tax. These will be shown separately in the invoice at the statutory rate on the day of invoicing. Prices are Euro prices unless otherwise specified in the order confirmation.

If the purchaser defaults on a payment, the statutory regulations shall apply.

The purchaser shall only be entitled to set-off, even if notices of defects or counterclaims are asserted, if the counterclaims have been legally established, are known to us or are undisputed. The purchaser is only entitled to exercise a right of retention if his counterclaim is based on the same contractual relationship.

**IV Delivery and service time**

The delivery dates or periods which have not been expressly agreed as binding are exclusively non-binding information. The delivery time stated by us does not commence until all technical questions have been clarified. The observance of our delivery obligation further presupposes the timely and proper fulfilment of the seller's obligation. We reserve the right to plead non-performance of the contract.

If the buyer is in default of acceptance or culpably violates other obligations to cooperate, we shall be entitled to demand compensation for the damage incurred by us in this respect, including any additional expenditure.

We reserve the right to assert further claims.

Insofar as the prerequisites of Item 2 are met, the risk of accidental loss or accidental deterioration of the object of sale shall pass to the Buyer at the point in time at which the Buyer is in default of acceptance or debtor's delay.

If the underlying purchase contract is a transaction for delivery by a fixed date, we shall be liable in accordance with the statutory provisions. The same applies if the buyer is entitled to assert the discontinuance of his interest in the further fulfilment of the contract as a result of a delay in delivery for which we are responsible.

In this case, our liability shall be limited to the foreseeable, typically occurring damage if the delay in delivery is not due to an intentional breach of contract for which we are responsible, whereby fault on the part of our representatives or vicarious agents shall be attributable to us.

We shall also be liable to the Buyer in the event of a delay in delivery if this is due to an intentional or grossly negligent breach of contract for which we are responsible, whereby fault on the part of our representatives or vicarious agents shall be attributable to us. Our liability shall be limited to the foreseeable, typically occurring damage if the delay in delivery is not due to an intentional breach of contract for which we are responsible.

In the event that a delay in delivery for which we are responsible is based on the culpable breach of a material contractual obligation, in which case the fault of our representatives or vicarious agents is attributable to us, we shall be liable in accordance with the statutory provisions with the proviso that in this case the liability for damages shall be limited to the foreseeable damage typically occurring.

Otherwise, in the event of a delay in delivery for which we are responsible, the purchaser may claim a lump-sum compensation amounting to 3% of the delivery value for each completed week of delay, up to a maximum of 15% of the delivery value.

Any further liability for a delay in delivery for which we are responsible is excluded.

The further legal claims and rights of the buyer to which he is entitled in addition to the claim for damages due to a delay in delivery for which we are responsible shall remain unaffected.

We are entitled to partial deliveries and partial performances at any time, as far as this is reasonable for the buyer.

### **V Passing of risk Shipping / Packaging**

Loading and dispatch are carried out uninsured at the risk of the buyer. We shall endeavour to take into account the buyer's wishes and interests with regard to the type and route of shipment; any additional costs incurred as a result, even in the case of agreed freight delivery, shall be borne by the buyer.

We do not take back transport and all other packaging in accordance with the Packaging Ordinance; Euro pallets are excluded. The buyer shall dispose of the packaging at his own expense.

If dispatch is delayed at the request or fault of the buyer, we shall store the goods at the expense and risk of the buyer. In this case, notification of readiness for dispatch shall be deemed equivalent to dispatch.

At the purchaser's request and expense, we shall insure the delivery by means of transport insurance.

### **VI Warranty / Liability**

Warranty claims of the buyer shall only exist if the buyer has duly fulfilled his obligations to inspect and give notice of defects in accordance with § 377 HGB (German Commercial Code).

If there is a defect in the goods for which we are responsible, we shall be obliged to subsequent performance to the exclusion of the purchaser's rights to withdraw from the contract or to reduce the purchase price (reduction), unless we are entitled to refuse subsequent performance on the basis of the statutory provisions.

The Buyer shall grant us a reasonable period of time for subsequent performance. Subsequent performance may be effected, at the discretion of the Buyer, either by remedying the defect (subsequent improvement) or by delivering new goods. In the event of rectification of the defect, we shall bear the necessary expenses insofar as these are not increased because the object of the contract is located at a location other than the place of performance. If the subsequent performance has failed, the purchaser may, at his discretion, demand a reduction in the purchase price or declare his withdrawal from the contract. The rectification shall be deemed to have failed in the second unsuccessful attempt, unless further attempts at rectification are reasonable and reasonable for the Buyer due to the subject matter of the contract. The Buyer may only assert claims for damages due to the defect under the following conditions if the subsequent performance has failed. The Buyer's right to assert further claims for damages under the following conditions shall remain unaffected.

The buyer's warranty claims shall expire one year after delivery of the goods to the buyer, unless we have fraudulently concealed the defect; in this case the following shall apply the statutory regulations. Our obligations under Section VI, Clause 4 and Section VI, Clause 5 remain unaffected by this.

In accordance with the statutory provisions, we are obliged to take back the new goods or to reduce the purchase price, even without setting the otherwise necessary deadline, if the buyer's customer as the consumer of the new movable item sold (purchase of consumer goods) is entitled to demand that the buyer take back the goods or reduce the purchase price on account of the defect in these goods, and the buyer is held liable for such a resulting right of recourse.

In addition, we shall be obliged to reimburse the purchaser for any expenses incurred by the latter, in particular transport, travel, labour and material costs, which the latter had to bear in relation to the end consumer within the framework of subsequent performance on account of a defect in the goods existing at the time of the transfer of risk from us to the purchaser. The claim is excluded if the buyer has properly fulfilled his obligations to inspect and give notice of defects according to § 377 HGB (German Commercial Code).

The obligation in accordance with Section VI, Item 4 is excluded if the defect is due to advertising statements or other contractual agreements that do not originate from us, or if the buyer has given the end consumer a special guarantee. The obligation shall also be excluded if the purchaser himself was not obliged to exercise the warranty rights vis-à-vis the end consumer on the basis of the statutory provisions or did not make this complaint vis-à-vis a claim made to him. This shall also apply if the purchaser has assumed warranties vis-à-vis the end consumer which go beyond the statutory provisions.

We shall be liable without limitation in accordance with the statutory provisions for damages to life, body and health resulting from a negligent or intentional breach of duty by us, our legal representatives or our vicarious agents as well as for damages covered by liability under the Product Liability Act. For damages which are not covered by sentence 1 and which are based on intentional or grossly negligent breaches of contract as well as fraudulent intent by us, our legal representatives or our vicarious agents, we shall be liable in accordance with the statutory provisions. In this case, however, our liability for damages shall be limited to the foreseeable, typically occurring damage, unless we, our legal representatives or our vicarious agents have acted intentionally. To the extent that we have issued a quality and/or durability guarantee for the goods or parts thereof, we shall also be liable within the scope of this guarantee. However, we shall only be liable for damage

which is based on the absence of the guaranteed quality or durability but which does not occur directly on the goods if the risk of such damage is clearly covered by the quality and durability guarantee.  
We shall also be liable for damages caused by simple negligence insofar as the negligence concerns the breach of such contractual obligations whose observance is of particular importance for achieving the purpose of the contract (cardinal obligations). However, we shall only be liable insofar as the damages are typically associated with the contract and foreseeable.

Any further liability shall be excluded regardless of the legal nature of the asserted claim; this shall also apply in particular to tortious claims for reimbursement of futile expenses instead of performance; this shall not affect our liability pursuant to Section IV. Clause 2 to Section IV. Clause 5 of this contract. Insofar as our liability is excluded or limited, this shall also apply to the personal liability of our employees, workers, staff, representatives and vicarious agents.

The Buyer's claims for damages due to a defect shall become statute-barred one year after delivery of the goods. This shall not apply in the event of injury to life, body or health caused by us, our legal representatives or our vicarious agents, or if our legal representatives have acted with intent or gross negligence or if our simple vicarious agents have acted with intent.

#### VII Retention of title

The delivered goods (reserved goods) shall remain our property until all claims, including all current account balance claims, which we are entitled to against the purchaser now or in the future, have been satisfied. In the event of breach of contract by the purchaser, for example in the event of default in payment, we shall be entitled to take back the goods subject to retention of title after having set a reasonable period of time beforehand. If we take back the reserved goods, this constitutes a withdrawal from the contract. If we seize the reserved goods, this is a withdrawal from the contract. We shall be entitled to utilise the reserved goods after taking them back. After deduction of a reasonable amount for the costs of the sale, the proceeds of the sale shall be set off against the amounts owed to us by the purchaser.

The buyer shall treat the reserved goods with care and insure them sufficiently at their replacement value against fire, water and theft at his own expense. Maintenance and inspection work which become necessary shall be carried out in good time by the purchaser at his own expense.

The buyer is entitled to sell and / or use the reserved goods properly in business transactions as long as he is not in default of payment. Pledging or transfer by way of security is not permitted. The purchaser hereby assigns to us in full all claims (including all claims from current accounts) arising from the resale or any other invoicing reason (security, tort) with regard to the reserved goods; we hereby accept the assignment. We revocably authorise the purchaser to collect the claims assigned to us for his account in his own name. The direct debit authorisation can be revoked at any time if the purchaser does not properly fulfil his payment obligations. The purchaser is also not entitled to assign this claim for the purpose of collecting the claim by way of factoring, unless the obligation of the factor to effect the consideration for the amount of the claims directly to us as long as we still have claims against the purchaser is justified at the same time.

Any processing or transformation of the reserved goods by the buyer shall in any case be carried out on our behalf. If the reserved goods are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the reserved goods (final invoice amount including value added tax) to the other processed items at the time of processing. The same shall apply to the new item created by the goods subject to retention of title as to the goods subject to retention of title. In the event of inseparable mixing of the reserved goods with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the reserved goods (invoice amount including value added tax) to the other mixed items at the time of mixing. If the Buyer's item is to be regarded as the main item as a result of the mixing, the Buyer and we agree that the Buyer shall transfer to us pro rata co-ownership of this item; we hereby accept the transfer. Our sole or co-ownership of an item thus created shall be held in safe custody by the purchaser on our behalf.

In the event of access by third parties to the reserved goods, in particular seizures, the buyer shall point out our ownership and inform us immediately so that we can assert our ownership rights. Insofar as the third party is not in a position to reimburse us for the judicial or extrajudicial costs incurred in this connection, the buyer shall be liable for these.

We are obliged to release the securities to which we are entitled to the extent that the realisable value of our securities exceeds the claims to be secured by more than 10%, whereby we are responsible for selecting the securities to be released.

#### VIII Place of performance, place of jurisdiction, applicable law

The place of performance and jurisdiction for deliveries and payments (including actions based on cheques and bills of exchange) as well as all disputes arising between us and the Buyer from the purchase contracts concluded between us and the Buyer shall be Kempten. However, we are also entitled to sue the buyer at his place of residence and/or business.

The relationship between the contracting parties shall be governed exclusively by the law applicable in the Federal Republic of Germany. The application of the uniform law on the international purchase of movable objects as well as the law on the conclusion of international purchase contracts for movable objects is excluded.