

## 1. Applicability

(1) Deliveries, services, offers and other legal transactions from Metten Fleischwaren GmbH & Co. KG will be provided/processed exclusively under the following conditions. The following conditions also apply to all future legal transactions, even if their applicability is not explicitly mentioned or agreed at a later date. We do not recognise any changes, conflicting or supplementary order conditions from the client or third parties, even if we do not explicitly object thereto. Any such conditions will only become form of the contract if and to the extent that we have explicitly agreed to their validity. Delivery or partial deliveries is deemed to mean acceptance of the following conditions at the final stage.

(2) Any individual agreements entered with the customer on an individual basis (including ancillary agreements, addenda and amendments) will always take precedence over these GTCs. A written contract or our written confirmation is decisive for the content of such agreements, subject to any evidence to the contrary.

(3) The following conditions only apply to customers who are entrepreneurs within the context of Art. 14 of the German Civil Code, a legal entity under public law or a special fund under public law within the context of Art. 310 (1) of the German Civil Code.

## 2. Offer and contract finalisation

(1) Our offers are always subject to change and are non-binding in terms of delivery quantity and delivery option and price, unless they are explicitly marked as legally binding or have been confirmed in writing.

(2) We are only under obligation in accordance with our written order confirmation. Our delivery note or our invoice will replace of the order confirmation if we have processed an order without having previously confirmed the order in writing.

(3) Our commercial agencies do not have power of attorney.

## 3. Prices

Our prices do not include VAT, but do include packaging and free delivery within Germany.

## 4. Delivery time

(1) Delivery times are non-binding and only apply approximately if the delivery time is not explicitly stated in writing as "fixed". The customer must cancel the goods within a reasonable period of time if a delivery on demand has been agreed.

(2) The period of the delivery time will be extended by reasonable time frame should we be prevented from delivering on time by events for which we are not responsible, which are external, unforeseeable and also unavoidable even when the utmost care could reasonably be expected, such as war, threats of war, civil unrest, natural disasters, reactor accidents, etc.... The same applies to industrial action. Our obligation to deliver shall be waived, with the exclusion of compensation should delivery become impossible as a result thereof.

(3) The customer is entitled to set a reasonable grace period and to withdraw from the contract after this has expired without consequences if we are in default.

## 5. Delivery schedule, shipping, transfer of risk

(1) We reserve the right to classify any quantities. Partial deliveries are permitted if:

- the partial delivery can be used by the customer within the scope of the contractual purpose,
- the delivery of any remaining goods ordered is guaranteed as part of the original delivery or service deadline and
- the customer does not incur any significant additional work or additional costs as a result (unless the customer agrees to bear these costs).

(2) The customer will remain responsible for any additional costs that arise due to the customer's special shipping requests.

(3) There is an obligation to deliver only up to the ramp or unloading point at the customer premises if the goods are transported by us or by a forwarding agent appointed by us, provided that there is free access for the transport vehicles we would normally deploy.

(4) The risk of accidental loss and deterioration of the goods as well as the risk of delay will be nullified when the goods being shipped are delivered to the forwarding agent, carrier or other individual or institution responsible for carrying out the shipment. This also applies if partial deliveries are being made or the transportation is carried out by our employees.

## 6. Liability for defects

(1) We guarantee the flawless quality of our products, the manufacture of which remains subject to voluntary, regular monitoring by specialised food product experts. We also guarantee that we do not use any unauthorised additives throughout the production phase, and that our products comply with the regulations and quality guidelines in terms of composition and designation.

(2) In principle, we cannot be held liable for any defects that the buyer is aware of at the time the contract is entered into or is unaware of due to gross negligence (Art. 442 of the German Civil Code). Furthermore, the buyer's claims for defects presuppose the fact that he/she has complied with his statutory inspection and notification obligations (Art. 377, 381 of the German Commercial Code). We must be notified in writing with immediate effect should a defect become apparent upon delivery, during inspection or at any point in time at a later stage.

(3) Any goods that have been the subject of a complaint must also be stored properly until we have otherwise disposed of them. This must be returned to us carriage paid upon request. All warranty claims will be voided in the event of spoilage of the goods which are subject to a complaint as a result of improper storage.

(4) Any hidden defects are only defects that cannot be discovered even after a careful and detailed examination, and by means of sufficient spot checks upon receipt of the goods if and when required. Individual samples can be thawed to test frozen goods. The customer is obliged to make the goods subject to complaint available at the place of inspection to be checked by us, a representative or by an expert appointed by us.

(5) We can only recognise sausage products as our product when samples are taken by the official food control agency, of which two cross-samples will be sent to us, given we would require a sample for identification purposes.

(6) We are entitled to subsequent rectification of our choice towards the customer provided that there is a defect in the goods for which we are responsible. We are obliged to the customer to bear all expenses necessary for the purpose of supplementary rectification, in particular transportation, travel, labour and material costs, and provided that these are not increased by the fact that the goods have been delivered to a location other than the place of delivery as specified. The customer reserves the right to withdraw from the contract or a right to a reduction in price if any such subsequent rectification cannot be provided within a reasonable period of time or if it is impossible due to the nature of the goods. Any specific statutory provisions for the final delivery of any unprocessed goods to a consumer shall remain unaffected, even if the latter has undergone additional processing (supplier recourse in accordance Art. 478 of German Civil Code). Any claims resulting from supplier recourse will be excluded if any defective goods have been further processed by the customer or another business, e.g. by including them as part of another product.

(7) No liability for defects can be assumed for used goods. We are only liable for the public statements of third parties, in particular advertising, and provided that they have been explicitly included in the contract.

(8) We are only liable for claims for defects for a period of one year after delivery, contrary to Art. 438 para. 1 3) of the German Civil Code. Any cases under Art. 438, para. 1 2) and 634a, para. 1 2) of the German Civil Code are not included. Other special statutory regulations regarding the statute of limitations (in particular Art. 438, para. 1 1), para. 3, Art. 444, para. 445b in conjunction with Art. 478, para. 2 of the German Civil Code) will remain unaffected. The above periods of limitation also apply to contractual and non-contractual claims for damages made the customer based on a defect in the goods, unless the application of the standard statutory limitation period (Art. 195, 199 of German Civil Code) would result in a shorter limitation period in individual cases. Any customer claims for damages acc. to Art. 7, para. 1 lit. b) and c) and pursuant to the Product Liability Act will become void exclusively in line with statutory limitation periods.

(9) We are entitled to sell the goods at the customer's expense and risk after a reasonable period of time or in a manner we deem appropriate for the customer's account should the customer fail to accept terms within a reasonable time frame.

(10) They may only be sent or otherwise disposed of with our consent should the customer refuse to accept the goods.

(11) We must be granted the right to inspect the goods being complained about at any time.

## 7. Liability

(1) We are only liable where there is a specific breach of obligations arising from the contractual obligation and tortious liability if there is any damage, and regardless of the legal grounds

- a) or which have been caused by a culpable violation of an essential contractual obligation, i.e. an obligation, meeting which is essential for the contract to be honoured correctly and upon which the contractual partner regularly relies and may rely to the extent that may prevent the purpose of the contract from being fulfilled,
- b) is due to gross negligence or intent or
- c) may cause injury to life, limb or damage to health.

(2) Our liability will be limited to compensation for any foreseeable, typically occurring damage in the event of a negligent breach of the obligations mentioned section a),

(3) The above limitations of liability will apply in the same way to any damage caused by gross negligence or intent by our employees or agents who do are not our managing directors or our senior members of staff.

(4) The above limitations of liability only apply provided that there are no conflicting statutory provisions, in particular those quoted under the Product Liability Act. The above limitations of liability also do not apply if we have fraudulently concealed a defect or have provided a guarantee for the quality of the goods.

## 8. Payment terms

(1) Our invoices are payable within 14 days of being issued and delivery without deduction. The customer will be in default if the aforementioned payment deadline is exceeded. Interest is to be paid on the purchase price at the applicable statutory default interest rate throughout the period of default. We reserve the right to assert further damages caused by any such delay. Our claim for commercial maturity interest (Art. 353 of the German Commercial Code) remains unaffected in relation to merchants. Invoice amounts that are not received within 14 days of being issued and delivery can be collected by the post office or the bank without prior notification along with any associated costs. We can make the delivery dependent on prepayment or deliver by accepting cash on delivery for first time orders.

(2) The customer hereby forfeits the right of revocation towards us after presenting the direct debit instruction to the bank should the direct debit mandate be agreed with the customer for the payment of our invoice. We always assume that these can be discounted if we accept bills of exchange on the basis of a specific agreement. Any expenses will be borne by the customer.

(3) All of our claims will become due immediately regardless of having accepted any bills of exchange should the customer fail to comply with the terms of payment or if circumstances become known after having entered into the contract which are likely to significantly reduce the customer's creditworthiness and which may impact on the payment of our outstanding claims by the customer as stated under the respective contractual relationship. We are also entitled under these circumstances only to provide outstanding deliveries or services against payment being made in advance. We can also prohibit the resale and processing of goods delivered under retention of title and demand that they be returned at the customer's expense. Similarly, we are entitled to revoke the customer's direct debit authorisation with regard to any claims assigned to us due to an extended retention of title.

(4) The customer is only entitled to offset and reserve any retention rights provided that his/her claim has been legally founded or remains undisputed. The customer's counterclaims remain unaffected in the event of any defects in the delivery; he/she will be specifically entitled to withhold a part of the purchase price that is reasonable in relation to the defect.

(5) The assignment of customer claims against us is excluded.

(6) Our representatives are only authorised to accept payments if they present a power of attorney to collect them.

(7) The customer is not entitled to make partial payments.

## 9. Retention of ownership

(1) All delivered goods will remain our property (reserved goods) until all claims, including interest and costs, to which we are entitled from the customer from the entire business relationship have been settled. This also applies if any payments have been made against specially designated claims. Any reserved goods shall serve as security for our balance claims in the event of an existing account.

(2) The customer may only sell any reserved goods as part of a routine business transaction. Other dispositions, in particular pledging or security transfers, are not permitted.

(3) The customer's claims from the resale of any reserved goods are already assigned to us. The assignment of claims from the resale only applies to the amount of the invoice value of the reserved goods sold should the reserved goods be sold together with other goods not purchased from us.

(4) The customer is entitled to collect the assigned claims as part of a routine business transaction.

(5) We are entitled to revoke the debtor's authorisation to collect the claims assigned to us at any time. We can demand that the customer send us a list of any reserved goods that are our property at any time, along with a list of the claims assigned to us together with associated copies of the invoices and we may inform the third-party debtor about the assignment of the claim. We will however only exercise these rights under the circumstances mentioned under Section 8.).

(6) It has been agreed that we will acquire joint ownership of the new goods in the ratio of any reserved goods to other processed goods at the time of processing if the contractual partner processes the goods further which have been provided by us.

(7) The customer is obliged to inform the enforcement bodies of our rights, to inform us immediately of the access and to provide us with all the information required for intervention in the event of any access by third parties to the goods subject to the retention of title or to any assigned claims. Costs for any interventions are at the expense of the customer.

(8) We are obliged at the customer's request to release the aforementioned securities to this extent at our discretion should the value of our securities exceed the secured claims by a total in excess of 20%.

## 10. Special information regarding the storage of delivered goods

Fresh and smoked sausage products must be unpacked immediately upon receipt and be stored in airtight, in cool rooms in summer and frost-free during the winter. Preserves should always be stored in a cool place and protected against moisture. The shelf life for all items when stored properly corresponds to the MHD information on the respective item in the price list.

## 11. Place of jurisdiction, applicable law, severability clause

(1) The exclusive and potentially international place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is our trading location in Finntrop if the customer is a merchant within the context of the German Commercial Code, a legal entity under public law or a special fund under public law. The same applies if the customer is a business owner within the meaning of Art. 14 of the German Civil Code and relocates his/her business, domicile or habitual abode abroad after having entered into the contract or his/her place of business, domicile or habitual abode is not known at the time a lawsuit has been filed. We are also entitled however under any circumstances to file a suit at the place of performance of the delivery in accordance with these terms and conditions or as part of a prior individual agreement or at the customer's general location of jurisdiction. Any overriding legal regulations, in particular those regarding exclusive responsibilities, shall remain unaffected.

(2) The law of the Federal Republic of Germany applies exclusively to any mutual legal relationships, but do not include international uniform law, in particular the UN Sales Convention.

(3) This does not impact on the effectiveness of the remaining clauses or the remaining parts of such clauses should any individual clauses of these terms and conditions be wholly or partially ineffective.