



General Terms of Sale of Biovegan GmbH

1. Scope of applicability

1.1 Our General Terms of Sale apply for the sale of goods to companies and legal entities.

1.2 Terms and conditions of the purchaser or third parties shall not apply, even if we do not separately object to their applicability in individual cases. Even if we refer to a letter that includes terms of sale of the purchaser or a third party or references to such terms and conditions, this shall not constitute any consent to the applicability of such terms and conditions.

2. Offer and conclusion of contract, call-off deliveries

2.1 All our offers are valid for two weeks. The potential purchaser is also bound to his/her order for two weeks. We can accept orders by sending an order confirmation or by delivering the goods to the purchaser within the indicated period. Deliveries of call-off orders will be executed two weeks from receipt of the call-off at the earliest or within the agreed call-off and delivery intervals.

2.2 Customary extra or short deliveries in the amount of 10% and the corresponding price adjustment shall be deemed agreed and do not justify any claim for subsequent delivery or return of the excess quantity.

3. Offer and production documents, quality specifications, confidentiality

3.1 Test certificates, test reports and reports referring to the conformity of our products or our certification and are made available to the purchaser shall not be published, transmitted or copied without our prior approval.

3.2 Our details on the object of delivery or service (e.g. weights, tolerances) as well as our presentations of the same (e.g. drawings and illustrations) shall only be approximations, unless the usability for the contractually intended purpose requires exact compliance. They shall not be guaranteed quality features, but descriptions or labelling of the delivery or service. Customary deviations and deviations that happen due to legal provisions or constitute improvements shall be permitted, unless they seriously affect the usability for the contractually agreed purpose.

3.3 The products offered can also be goods from external/outsourced production or goods being processed by third parties.

3.4 Our recipes and all product compositions not accessible for the public are confidential. The delivery of goods based on them does not represent a transfer of rights to the underlying recipes/compositions. They are also not being produced exclusively for the purchaser.

3.5 The purchaser undertakes to keep company secrets and information considered confidential by Biovegan as secret and to not disclose them to third parties or make them accessible in another way, unless otherwise agreed and approved by us in advance in written form or if the purchase is obliged by law to disclose the data. The purchaser has only the right to disclose confidential information to his/her employees to the necessary extent.

4. Prices, payment, transfer of risk

4.1 The prices shall apply to the scope of delivery and service agreed. The indicated prices are always excluding the applicable statutory value added tax, packaging, handling and freight, for exports deliveries excluding customs clearance. Packaging costs are 3% of the value of the goods.

4.2 In case goods are to be delivered within the Federal Republic of Germany, we charge the following general transport costs for packaging, handling and freight:

Up to 1.500 € (net invoice amount) 80 € transport costs

1.501-3.499 € (net invoice amount) 60 € transport costs



From 3.500 € (net invoice amount) delivery free of charge

4.3 The payment of goods is made by direct debit or on account. With payment by direct debit and delivery within the Federal Republic in Germany, we shall grant 2% cash discount.

4.4 With first orders, we shall only deliver against prepayment. Deliveries to purchasers with headquarters abroad are also only executed against prepayment.

4.5 If delivery is made more than four months after contract conclusion and if there should be an increase in cost factors, which have an important impact on the selling price, for example increases in the cost of raw materials, we shall be entitled to adjust our prices according to our original calculation. We will disclose the details of our calculation to the customer, if required. This also applies for call-off orders.

4.6 The purchasing price shall be due within 14 days from delivery. If the purchase does not pay within these 14 days after delivery, the purchaser is in default.

4.7 If defects have been identified, the purchaser shall only be entitled to any right of retention, if a liability for defects exists on our part and if the amount retained are proportionate to the defects and the expected costs for subsequent fulfilment (particularly remedy of defects).

4.8 The set-off against counter-claims of the purchaser or the retention of payments due to such claims shall only be permitted if the counter-claims are undisputed, accepted by us or established as final and absolute. The exercise of a right of retention, which is not based on a right resulting from the contract, is not permitted.

4.9 We shall be entitled to perform and/or render outstanding deliveries or services against prepayment or provision of a collateral security only if we become aware of circumstances after the conclusion of the contract that are suitable to substantially reduce the purchaser's creditworthiness. If the required prepayment or collateral security is not provided by the purchaser within a reasonable period, we are entitled to withdraw from the contract after expiry of the deadline and demand damages for non-performance.

5. Terms of transport

We shall be free to choose our means of transport and transport routes, if the purchaser assigns us with the organisation of transport of the goods. Any extra costs resulting due to special requests of the purchaser shall be borne by the purchaser; the same applies to any expenses accruing due to container traffic.

6. Delivery, return, delay

6.1 Delivery is made EXW Biovegan GmbH, Biovegan-Allee1, Bonefeld, according to Incoterms 2010.

6.2 Our obligation to deliver shall not apply, if we are on our part not supplied correctly or on time and if we are not responsible for the unavailability. In this case, we will immediately inform the purchaser. A possible pre-payment or excess payment will be reimbursed immediately.

6.3 The performance deadline will be extended in case of unforeseen impediments, which are out of our control, e.g. operational disruptions, delays in the supply of raw materials of the owed product, if these impediments prove to have significant impact on the delivery of the goods and if we are not responsible for this. This also applies for sub-suppliers.

6.4 Without prejudice to our rights arising from the purchaser's default, we may demand from the purchaser an extension of the delivery and service periods or a postponement of the delivery and service dates by the time during which the purchaser fails to meet its contractual obligations towards us.

6.5 We shall be entitled to carry out partial deliveries if the partial delivery is usable for the purchaser within the framework of the contractual purpose, the delivery of the remaining ordered goods is ensured and the purchaser does not incur any considerable extra expenses or additional costs, unless, we agree to pay such costs.

6.6 Cases, crates, containers and special delivery boxes will be invoiced at cost price and will not be taken back.

6.7 The purchaser can only return the delivered goods if the legal or contractual provisions are met, e.g. in case of defective items.

6.8 The agreement of contract penalties due to delayed delivery or other breaches of duty are subject to an expressive individual agreement. The forfeiture of the contractual penalty requires a culpable conduct on our part.

7. Place of performance and transfer of risk

7.1 Unless otherwise agreed, place of performance for all obligations arising from this contractual relationship shall be our registered office.

7.2 If the dispatch or the handover is delayed due to a circumstance the purchaser is responsible for, the risk shall be transferred to the purchaser as from the day when the delivery item is ready for dispatch and we have informed the purchaser about it.

7.3 We shall insure the shipment only on express demand of the purchaser and at the purchaser's cost against theft, breakage, transport, fire and water damage or other insurable risks.

7.4 Storage costs after the transfer of risk shall be borne by the purchaser. If we store the goods, the storage costs shall amount to 0.25% of the invoice amount of the delivery items to be stored per expired week. The purchaser shall be entitled to prove lower storage costs.

8. Warranty, material defect

8.1 The warranty period shall be twelve months as from transfer of risk.

8.2 Clause 8.1 shall not apply,

- if we fraudulently concealed the defect;
- if we assume a guarantee for the quality of the goods or durability guarantee and the defect is covered by this guarantee;
- for possible claims for damages by the purchaser referring to bodily or health-related injuries. We shall be liable to the legal extent for every culpable injury to life, body or health.
- for possible claims for damages by the purchaser caused by a grossly negligent violation of duty on our part or by an intentional or grossly negligent violation of duty by one of our legal representatives or our agent;
- for claims based on a culpable violation of our duty to hand over the goods purchased without any defects in quality and title and our duty to procure property;
- for entrepreneurs and their rights of recourse caused by them fulfilling a legitimate claim of defect made by one of their customers, who is a consumer, due to a defective good, which had been produced by us;
- for claims based on product liability

8.3 The defective delivered item shall be returned to us carriage paid on our demand. If the notification of defects is justified, we shall reimburse the costs of the least expensive dispatch route; this shall not apply as far as the costs increase because the delivered item is located at a place other than the place of intended use.

8.4 In case of material defects, we shall be entitled, at our choice, to subsequent improvement or replacement delivery first. With the second vain trial, the subsequent improvement is regarded as failed.

9. Liability for compensation of damages

9.1 We shall be liable to the legal extent for every culpable injury to life, body or health.

9.2 Other claims by the purchaser are excluded.

9.3 Clause 9.2 shall not apply,

- if we fraudulently concealed the defect;
- if we assume a guarantee for the quality of the goods or durability guarantee and the defect is covered by this guarantee;

- for possible claims for damages by the purchaser caused by a grossly negligent violation of duty on our part or by an intentional or grossly negligent violation of duty by one of our legal representatives or our agent;
- for claims based on a culpable violation of our duty to hand over the goods purchased without any defects in quality and title and our duty to procure property;
- for claims based on product liability
- for claims based on the violation of data protection laws.

9.4 If we are in general liable for damages, this liability shall be limited to damage we have foreseen upon conclusion of the contract as a potential consequence of a breach of contract or that we should have foreseen when applying due diligence. Furthermore, indirect damage and consequential damage caused by defects of the delivered item shall only be eligible for compensation as far as such damage must typically be expected with intended use of the delivered item.

9.5 In case of liability for simple negligence, our liability for compensation of damages and further resulting financial losses shall be limited to the amount of 50.000 EUR per claim.

9.6 The above exclusions and limitations of liability shall apply to the same extent in favour of our legal representatives.

10. Reservation of ownership

10.1 The delivery item shall remain our property until all claims we are entitled to against the purchaser based on the business relationship are settled. This also applies if individual claims or complete claims owed to were accepted in a current account and the balance has been drawn or confirmed.

10.2 The purchaser shall be permitted to sell the delivered item. If the delivery item is sold, the purchaser shall hereby assign its claim arising from the resale against its buyers including all ancillary rights to us by way of security without other separate declarations being required. However, the assignment shall only apply in the amount of the sum that corresponds to the price of the delivered item charged by us. Priority shall be given to satisfying the part of the receivable assigned to us.

10.3 Until revoked, the purchaser shall be authorised to collect the receivable assigned to us according to this item 10. The purchaser shall forward the payments made on the assigned receivables up to the amount of the secured receivable to us without delay. If legitimate interests apply, particularly in case of delay in payment, suspension of payment, opening of insolvency proceedings, bill protest or justified indications for excessive debts or threatened inability to pay of the purchaser, we shall be entitled to revoke the purchaser's authority to collect. In addition, after giving prior warning in compliance with a reasonable period of time, we may disclose the assignment by way of security, utilise the assigned receivable and demand the disclosure of the assignment by way of security by the purchaser to us.

10.4 If a legitimate interest is credibly shown, the purchaser shall provide us with the necessary information and the necessary documents in order to assert our rights against the buyers.

10.5 While the reservation of ownership applies, the purchaser shall not be permitted to pledge or transfer by way of security. The purchaser shall notify any pledges, seizures or other disposals or interventions of third parties to us without delay. The resale of the delivered item shall only be permitted to resellers in the proper course of business and only under the condition that the payment of the delivered item is made to us. The purchaser shall also agree with its buyers that the buyer only becomes the owner after this payment is made.

10.6 As far as the realisable value of all security interests we are entitled to exceeds the amount of all secured claims by more than 10%, we shall release a corresponding part of the security interests on the purchaser's request. It shall be assumed that the requirements of the previous sentence are met if the estimated value of the securities we are entitled to reaches or exceeds 120% of the value of the secured claims. We shall be entitled to choose among various security interests with regard to the release.



10.7 In case of breaches of duties on part of the purchaser, particularly in case of delay in payment, we shall be entitled without setting a deadline to demand the return of the delivered item and/or the new goods and/or, after setting a period where required, to rescind the contract; the purchaser is obliged to return the goods. The request for return of the delivered item shall not constitute any declaration of rescission by us, unless this is expressly declared.

10.8 If the reserved goods are combined or inseparably mixed with other objects, which are no property of Biovegan, clause 10.2 ff shall apply correspondingly regarding our co-ownership.

11. Final provisions

11.1 Place of jurisdiction for all potential disputes arising from the contract between us and the purchaser shall be our registered office, if the purchaser is a merchant or a legal person under public law.

11.2 The relations between us and the purchaser shall exclusively be subject to the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (CISG) shall not apply.

11.3 Should individual sections of these terms be held invalid in whole or in parts, the validity of the remaining sections is not affected. The contracting parties undertake to replace the invalid provision by another financially comparable provision. This also applies for possible regulatory gaps in the contract or these General Terms of Sale.

Note:

The purchaser shall take note that, in the course of contract negotiation or contract fulfilment, we might store personal data of the employees, managers or owners of the purchasing company. Further information on this topic can be found at www.biovegan.de/datenschutz/.