

1. Validity of the general terms and conditions

- 1.1 Offers submitted, the sale of goods and the rendering of services (e.g. subcontracting) by Kräuter Mix GmbH shall be exclusively governed by the following terms and conditions and – provided that these terms and conditions do not include a provision to the contrary – by the law of Germany.
- 1.2 In case of subcontracting, the relevant special business terms and conditions have to be considered with priority. These are available on <https://www.kraeuter-mix.de/en/gtc>.
- 1.3 Terms and conditions of business of the Orderer contrary to, or which deviate from, these terms and conditions to hand shall not be recognised unless their validity is expressly confirmed in writing.
- 1.4 Our terms and conditions of sale shall only apply to registered traders.

2. Concluding a contract, Prices

- 2.1 Our offers shall be subject to change. A contract shall only materialise through written confirmation of the order by the customer. A confirmation sent by fax message or email even without signature shall suffice.
- 2.2 For sales in response to orders based on reports on samples or analyses, the contract shall be effective under the condition that the Orderer approves the forwarded sample. The period of time for this is one week for sales based on sample reports and four weeks for sales based on analysis reports, from the delivery of the sample; the period shall start on the day following the handover of the sample. If the Orderer does not disapprove within the aforementioned period, his silence shall be considered as approval. The costs associated with the inspection shall be borne by the Orderer in all cases.
- 2.3 Our prices shall be understood as being ex Works, exclusive value added tax, exclusive freight and insurance, as well as any analyses which may be desired. The packing normal in the trade is included in the price of the goods. In so far as no specific prices have been stated, the prices valid when the respective order confirmation is received shall apply.

3. Delivery date, partial delivery and rescission due to hindrance of performance

- 3.1 If our self-delivery is delayed on account of force majeure or due to another for us non-accountable hindrance of performance and it is therefore, impossible for us to hold to the agreed delivery date, we are entitled to postpone the delivery date by the amount of time of the hindrance in addition to a reasonable amount of initial time, or/and if need to deliver partial performance.
- 3.2 If the delay in delivery is unpredictable on account of force majeure or due to another for us non-accountable hindrance of performance, or our self-delivery ceases due to such reasons and other for us acceptable conditions of coverage are not possible, then we can rescind the contract. If we receive, due to such reasons, only a partial self-delivery or is a cover purchase only partially possible, then we can only partially rescind the contract, unless the buyer is not interested in a partial performance.
- 3.3 We also have the right to rescind the contract in the case of judicial prohibition or prohibition by authorities to deliver the goods, so far as the measures were made known after the contract was signed.
- 3.4 The occurrence of our delay in delivery is determined as per the legal provisions. However, a reminder by the Orderer is necessary in each & every case.

4. Quantity and condition of the goods, obligation to cooperate, packaging, delivery

- 4.1 Unless otherwise agreed, the delivery takes place from the warehouse, which is also the place of fulfilment for the delivery and a possible subsequent fulfilment. At the demand and the costs of the Orderer, the goods are delivered at a different destination (Sales shipment). Unless otherwise agreed, we are authorized to decide ourselves the type of delivery (especially the transport company, route of delivery, and packaging).
- 4.2 We shall reserve the right to supply up to 5% more or less than the ordered volume, if the amended volume to be delivered is the result of technical reasons (e.g. difficult to predict the reduction of the initial product) or economic reasons (e.g. size of the packaging of the pre-supplier).
- 4.3 The Orderer is eligible to assess the goods offered by us for the use intended by him and to inform us in writing about possible concerns and / or necessary specifications. This is valid especially for the goods, which are imported and not processed by us ("as imported").
- 4.4 If the Orderer of goods requires a separate approval, licence or permission or similar concerning the quality of the goods for the import into the country of destination, the goods will in this case only have to be of a condition in compliance with these specifications if this has been expressly agreed. The Orderer shall be responsible for obtaining the approval, licence, permission or similar.
- 4.5 The Orderer shall only be entitled to have a delivery sourced from a specific harvest if this has been expressly agreed.
- 4.6 Provided that no provision has been made to the contrary, the Orderer shall receive the goods in packing normal in the trade.

5. Period of performance, risk assumption, partial services, lump-sum compensation

- 5.1 An agreed period of performance shall begin on the day following the receipt of the order confirmation by the Orderer, but not earlier than the day after the complete fulfilment of the possible participation by the Orderer, especially the furnishing of documents, permits or approvals to be obtained by him, the submission of own statements as well as of the receipt of an agreed advanced payment.
- 5.2 If the agreed despatch is delayed as a result of circumstances for which we are not to blame, the risk of destruction or deterioration of the segregated goods shall pass over to the Orderer with the receipt of notification by the Orderer that they are ready for despatch.
- 5.3 If the Orderer delays the acceptance, refrains from fulfilling his obligation to cooperate or delays our delivery for some other reasons for which the Orderer is responsible, we shall be entitled to demand the compensation of the damage resulting thereof, inclusive of additional expenses (e.g. storage costs). For this, we charge a compensation for damage amounting to 5% of the value of goods not accepted or under-taken by him. This shall not affect the right for the assertion of any additional damage. In this case, we are however obligated to charge the forfeited lump-sum compensation. The Orderer shall be entitled to prove that we have suffered no damage at all or a substantially smaller damage than the mentioned lump-sum damage. This shall not affect in any way the obligation of the Orderer for the acceptance of the agreed quantity of goods.

6. Acceptance of the agreed partial delivery

- 6.1 If the Orderer is granted the right to call off the goods in part volumes within a specific period of time, he shall consequently have to take delivery of 50% of the agreed volume within the first half of the period.
- 6.2 In the case where the Orderer accepts less than the ordered quantity, we are entitled to set a reasonable subsequent period for the acceptance of all goods instead of asserting the lump-sum damage from clause 5.3, and in case of no acceptance, to terminate the contract.

7. Retention of title, assignment of claim

- 7.1 Until all due payments under the business relationship have been received, we retain the ownership of the delivered goods. The goods under the ownership retention may neither be mortgaged to a third party, nor assigned as collateral before the full payment of the secured claims. The Orderer has to notify us in writing immediately, if an application for opening of insolvency proceedings is submitted or third party access (e.g. pledges) to the goods belonging to us takes place.
- 7.2 If the delivered goods are processed or transformed by the Buyer, this shall always be carried out on our behalf. If the delivered goods are processed together with objects not belonging to us, we shall

consequently acquire co-ownership to the new thing in proportion to the ratio of the delivered goods to the other processed objects at the point in time at which they are processed.

- 7.3 The Orderer shall assign to us here and now all claims against third parties to which he is entitled in connection with the use of the goods delivered by us in particular on the basis of resale, handling, processing and combining with other objects. 110% of the value of the goods delivered by us shall be assigned. The assignment which does not require a special statement of acceptance by us, shall serve to secure all our claims against the Orderer.
- 7.4 We authorise the Orderer, subject to the reservation that we may revoke this authorisation at any time, to collect the claims against third parties assigned to us. In the event of a default in payment, the Orderer shall be obliged to pass over to us all information expedient for enforcing our rights under a simple or extended retention of title. The Orderer shall authorise us here and now to notify the third party of the assignment in his name.

8. Warranty

- 8.1 The Orderer can only assert rights in the event that there are defects in the delivered goods if he checks the goods without delay after delivery and notifies us of the defects in writing/ in text form/ by email within five working days from delivery at the latest. In the event that the defects are concealed, the notification period shall begin when the defect is discovered.
- 8.2 We shall be liable for the delivered goods being free of defects. Biologically caused variations in shape, colour and structure as well as with regard to the active ingredient content therein shall not constitute a defect for natural products, provided that parameters specifically agreed in individual contracts have been observed or the quality fluctuations do not exceed normal amounts.
- 8.3 If the goods are faulty and if the preconditions of Nos. 8.1 and 8.2 have been satisfied, the Orderer can demand subsequent fulfilment in accordance with the law or reduce the purchase price or withdraw from the contract and demand compensation for damages provided that legal requirements have been satisfied.
- 8.4 If we are obliged to bear the expenditure necessary for the purposes of effecting improvements, in particular transport costs, travelling expenses, labour and material costs, this shall not apply in so far as the expenditure is increased because the thing has been moved to a third location following its delivery to the Orderer.
- 8.5 In so far as the Orderer is entitled to a claim for the reimbursement of damages instead of performance, our liability shall be limited to the reimbursement of foreseeable damage which could typically occur.
- 8.6 If the Orderer is entitled to claim recourse against the supplier in accordance with the law, he shall only be entitled to have a credit note raised for the sum involved.

9. Other liability claims, Limit of liability

- 9.1 As long as nothing different happens due to these terms and conditions, including the subsequent provisions, we are liable in case of a violation of contractual and non-contractual duties as per the relevant legal provisions. A liability thus presumes accordingly that we are at fault for the damage incurred, unless the law provides for no-fault liability, for example, Product Liability Act.
- 9.2 For damage compensation, we are liable, irrespective of a legal basis, in cases of intentional and gross negligence.
- 9.3 For minor negligence, we are liable only
 - for damages arising from injury to the life, the body or the health;
 - for damages arising from violation of essential contractual duties (the duty, whose fulfilment enables the proper execution of the contract at the first place and on whose fulfilment the Orderer regularly relies or may rely); in this case, our liability is, however, limited to the compensation of predictable and typically occurring damage.
- 9.4 The liability limitations resulting from the predictable clauses are not valid, as long as we have fraudulently concealed a defect or have taken over a guarantee for the quality of the goods. The same is valid for the claims of the Orderer as per the Product Liability Act.
- 9.5 If there is a claim against the Orderer due to a no-fault liability to a third party according to a mandatory law, we shall cede to the Orderer insofar as we would be directly liable. For the settlement of damages between the Orderer and us, section 354 of BGB is appropriately applicable. This is applicable even if there is a direct claim against us.
- 9.6 For the measures of the Orderer's security (e.g. callback), we are liable as per legal provisions.

10. Terms and conditions of payment, netting through counter-claims

- 10.1 Our bills shall be due for payment within fourteen days from the invoicing and delivery as well as acceptance of the goods. However, within the framework of a continued business relation, we are also always entitled to carry out a delivery fully or partially only against advance payment. An appropriate retention shall be declared latest at the time of confirmation of the order.
- 10.2 The Orderer shall only be entitled to offsetting rights if his counter claims have been declared final and absolute in a court of law, are not contested, or are recognised by us. This is not applicable for counter-rights of the Orderer in case of a defective delivery.

11. Statute of limitations

- 11.1 The period of limitation for defect claims shall amount to twelve months calculated from the passing of risk. The statutory regulation on the suspension of the Statute of Limitations in the event of recourse against the supplier shall not be affected.
- 11.2 Other claims by the Orderer shall become timebarred within twelve months, unless we are liable as a result of intent.
- 11.3 Instead of the limits mentioned in No. 11.1 and No. 11.2, statutory limitation periods are applicable,
 - a. as long as we are liable for damages arising from injury to the life, the body or the health, which arise due to a negligent violation of the duty by us or are based on an intentional or grossly negligent violation of the duty by us or by our legal representative or vicarious agents, or
 - b. as long as we are liable for other damages, which arise due to a negligent violation of the duty by us or are based on an intentional or grossly negligent violation of the duty by us or by our legal representative or vicarious agents, or
 - c. the damage was caused by a defect, which we have concealed fraudulently.

12. Confidentiality and data protection

- 12.1 The Orderer is obligated to keep all the received documents and information, images and drawings strictly confidential. This information may be conveyed to the third party only with our prior written agreement.
- 12.2 The duty of confidentiality is valid for a period of five years after the end of the contract.
- 12.3 The data processing takes place within the framework of relevant acts.

13. Applicable law, Place of jurisdiction, Place of fulfilment

- 13.1 The law of the Federal Republic of Germany applies. The UN-convention about the contracts for the international sale of goods is explicitly excluded.
- 13.2 The place of fulfilment for rights and duties created in this contract shall be our principal place of business.
- 13.3 The place of jurisdiction shall be Würzburg. However, we can also assert our claims at the courts having jurisdiction where the Orderer has his principal place of business.