

General Terms and Conditions of FIT Ingredients e.K.

§ 1 Scope

(1) These general terms and conditions shall apply to all business relationships between FIT Ingredients e.K., Dipl. oec. troph. Alexandra Schmid-Riedl, Krautgärten 4, D-63808 Haibach (hereinafter referred to as: User) and its customers (hereinafter referred to as: Customer) in the respective version current at the time of contract conclusion. User shall not accept any conditions of the Customer opposing or deviating from these provisions unless he explicitly agrees to their application in writing.

(2) These general terms and conditions shall exclusively apply to companies, legal entities under public law or special funds under public law in accordance with § 310 Section 1 BGB (German Civil Code).

§ 2 Conclusion of contract

(1) Offers made by User are generally non-binding unless otherwise marked. A purchase order placed by the Customer in writing or by phone shall be considered as offer in compliance with § 145 BGB (German Civil Code) and may be accepted by User within two weeks. A contract shall only come into effect if the Customer's offer is acknowledged by User in writing (telex sufficient).

(2) The only authoritative document for the legal relations between User and Customer shall be the purchase contract concluded in writing (acceptance of order by User) including these general terms and conditions. This fully reflects all agreements made between the contracting parties concerning the subject matter of contract. Prior to contract conclusion, any verbal promises of User are legally non-binding and verbal agreements between the contracting parties are replaced by written contract unless they explicitly state that they continue to be effective and binding.

(3) Details provided by User relating to the purchased item (e.g. weights, dimensions, practical values, tolerances and technical data) and representations of the same (e.g. drawings and illustrations) shall only be deemed approximate insofar as the usability for the contractually intended purpose does not require an exact agreement. They are no guaranteed quality features but descriptions or identifications of the purchased item. Customary divergences and deviations made due to legal regulations or representing technical improvements and the replacement of components by equivalent parts shall be admissible insofar as they do not affect usability for the contractually intended purpose.

§ 3 Delivery, prices

(1) User shall be entitled to partial deliveries and partial services at any time as long as these are acceptable by Customer. Insofar as User carries out partial deliveries, the additional transport costs shall be borne by User.

(2) Details on expected delivery times shall be non-binding unless User has made a binding promise to the Customer in writing in particular cases.

(3) User may - notwithstanding his rights resulting from delay of the Customer - request the Customer to extend the delivery and service terms or to postpone the delivery and service terms by the period of time during which Customer does not properly meet his contractual duties towards User.

(4) If User is unable to deliver the ordered goods, without fault on his part, because the supplier of User does not fulfil his contractual duties, User shall be entitled to withdraw from the con-

tract with the Customer. However, this right to withdraw from the contract shall only apply if User has concluded a congruent hedging transaction (binding, timely and sufficient order of goods) and is not responsible for non-delivery of the goods in any other way. In such a case, User shall inform Customer immediately that the ordered goods are not available. Compensatory measures already provided by the Customer shall be reimbursed immediately.

(5) If User is prevented from fulfilling his delivery duties due to the occurrence of unforeseen incidents such as e.g. war, natural disasters, strike and force majeure affecting User or their suppliers and User was not able to avert the same with acceptable care according to the circumstances, the delivery time shall be extended as appropriate. In such an event, User shall also inform the Customer immediately. The legal claims of the Customer shall remain unaffected therefrom.

(6) The prices indicated by User shall be net, plus legal VAT.

§ 4 Passing of risk with sale involving the carriage of goods

(1) The currently applicable versions of the Incoterms shall apply. Place of fulfilment concerning the delivery duty of User shall be the respective distribution centre.

(2) If the goods are shipped to the Customer on his request, the risk of accidental decline or accidental deterioration of the goods shall be passed onto the Customer with delivery of the goods to the forwarding agent or freight carrier. This shall apply irrespective of whether shipment of the goods is effected from the place of fulfilment or who bears the freight costs or whether User has also taken over other services.

(3) If the dispatch or delivery is delayed due to a circumstance caused by the Customer, the risk shall be passed onto the Customer on the day on which the goods are ready for dispatch and User notified the Customer in this respect. In this case, User shall have the optional right to store the goods for the Customer's account.

§ 5 Retention of title

(1) User shall retain title of the goods until all the payments resulting from the purchase contract have been received (reserved goods). The Customer shall immediately notify User in writing of all interventions by third parties, especially of enforcement measures as well as other restrictions of his property. The Customer shall compensate User for all damages and costs arising from violation of such obligation and from intervention measures required against access of third parties. If the Customer behaves contrary to the contract, in particular if the Customer fails to comply with his payment obligation in spite of User's reminder, User shall be entitled to withdraw from contract after setting an appropriate deadline and demand return of goods that are still in his possession. Taking back the goods or attachment by User means withdrawal from contract. The shipping costs arising therefrom shall be borne by the Customer. User shall be authorized to utilise the goods upon receipt. The utilisation proceeds shall be set off against the Customer's liabilities less reasonable utilisation costs.

(2) The Customer shall be entitled to resell reserved goods in the ordinary course of business. Any receivables of the Customer arising from resale of the reserved goods shall already now be assigned to User amounting to the invoice amount (including VAT) agreed with him. This assignment shall already be accepted by User at this stage. This assignment shall apply regardless of the fact that the item has been resold without or after processing. Customer shall remain entitled to collect the receivables even after the assignment. The authorization of User to collect the receivables himself shall remain unaffected therefrom. He is however obliged not to collect the receivables as long as Customer fulfils his payment obligations arising out of

the proceeds collected, is not in default of payment and, in particular, no application for insolvency proceedings has been made or payments have been suspended.

(3) User undertakes to release the securities at his disposal on Customer's request insofar as their value exceeds the receivables to be secured by more than 20%.

(4) Handling and processing of the purchased item by the Customer shall always be in the name and on behalf of User. In this case, the Customer's expectant right to the purchased item shall continue in respect of the processed item. Insofar as the purchased item is processed with other items that do not belong to User, he shall acquire co-ownership of the new item at the ratio of the objective value of the purchased item to the other processed items at the time of processing. The same applies to the case of mixing. Insofar as mixing takes place in a way that the Customer's item is to be considered as main item, it shall be deemed to be agreed that the Customer transfers co-ownership to User on a pro rata basis and preserves the resulting sole ownership or co-ownership for User.

§ 6 Payment

(1) Payment of the purchase price shall be effected exclusively to the account specified with acceptance of order. Deduction of any discount is only permissible if especially agreed in writing. Otherwise, the total invoice amount shall be payable in full without any deduction, unless otherwise agreed.

(2) The purchase price shall be due with contract conclusion.

(3) User shall be entitled to carry out or provide outstanding deliveries only against advance payment or a security deposit if, upon conclusion of contract, he becomes aware of any circumstances which may considerably reduce the Customer's creditworthiness and due to which payment of outstanding receivables of User arising from the respective contractual relationship (including other single orders to which the same basic agreement applies) is threatened by the Customer.

§ 7 Liability for defects

(1) Warranty rights of the Customer are based on the fact that the same has complied with his obligation of examination and notification of defects immediately in writing in accordance with § 377 Commercial Code (HGB). In this respect, the Customer shall, in particular, examine the delivered goods immediately whether these are in perfect condition and appropriate for their intended use. Customer shall be required to assess the type and scope of measures to be carried out for this (analysis, sample processing ...). The defects identified during examination of the goods shall be reported immediately after results of proper examination have been received. Hidden defects shall be notified immediately as soon as the Customer is able to identify them with adequate care. The goods shall be considered as approved if User has not received the complaint on the 3rd workday upon receipt of goods at the latest or in the case of defects that were not identifiable during careful examination on the 3rd workday upon discovery of the defect at the latest.

(2) User shall be responsible for defects existing during passing over of risk during a warranty period of 12 months. In this respect, User shall have the right to choose the type of fulfilment (remedy of the defect or new delivery of the purchased item). The expenditure required for the purpose of inspection and re-fulfilment, in particular transport, way, labour and material costs shall be borne by User if a real defect has occurred. If however a request for remedial action of the Customer appears to be unjustified, User shall be entitled to claim from the customer to compensate the costs arising therefrom.

(3) User shall not be liable for defects that are due to natural or normal wear, improper use, maintenance errors, inadequate operating materials, excessive load and negligent behaviour of the Customer as well as fire, lightning or explosion.

(4) Liability for defects shall be excluded in case of only insignificant deviation from the agreed quality or in case of only slight impairment of usability.

(5) Damages to the purchased item resulting from improper use shall not constitute a defect. In this respect, it is absolutely necessary to refer to the product description of the respective product. Should User have declared a guarantee for this product on his own behalf, this shall be deleted in the aforementioned case.

§ 8 Liability

(1) User assumes liability for damages caused by intent or gross negligence, in case of malicious concealment of defects, assumption of a quality guarantee as well as for physical injury in compliance with the legal provisions.

(2) User shall only be liable for other damages caused by simple negligence if a duty is violated whose observance is of particular importance for the attainment of the contract purpose (cardinal duty) and if the damages are typical and predictable due to the contractual use of the goods. Insofar as liability is excluded or restricted by User, this shall also apply to personal liability of the User's employees, representatives and agents.

(3) Liability according to the product liability law shall remain unaffected.

(4) Insofar as User provides technical information or advice and such information or advice does not belong to the owed, contractually stipulated scope of service, this is provided free of charge and to the exception of all liabilities.

§ 9 Customer data

By placing an order, the Customer gives its consent that the provided address data may be processed according to the legal provisions of the German Federal Data Protection Act (BDSG) and used within the framework of the customer relationship. Personal data will be treated confidentially. Should the Customer wish to change, block or delete any of its data, the Customer shall notify User accordingly.

§ 10 Final provisions

(1) The legal relationships of the parties shall be subject to German laws, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) Exclusive place of jurisdiction and place of fulfilment shall be User's registered office as far as legally admissible.

(3) Should individual provisions of these general terms and conditions be/become ineffective or contain a loophole, all other provisions shall remain unaffected therefrom. The parties agree to replace the ineffective regulation by such a legally valid regulation that comes as close as possible to the economic purpose of the ineffective regulation and/or closes this loophole.

Haibach, 22nd February 2016