



# Terms and Conditions of supply and payment

of Griesson - de Beukelaer GmbH & Co. KG

## 1. Scope of application of the terms and conditions

Solely the terms and conditions below apply to all our business transactions. Terms and conditions from our customers which differ from these will only be recognised where we have expressly confirmed them in writing. We only supply to resellers, not to end consumers. On placing the order our customer assures us that he is obtaining the goods exclusively for his commercial use.

## 2. Offer and conclusion of contract

Our offers remain subject to change and are non-binding.

Customer orders are only binding when the order has been accepted in writing in the form of an order confirmation. The customer is bound to his order provided that we have accepted the order within six working days. In order to be legally effective, supplementary or verbal agreements must be fixed in writing in the order confirmation.

The minimum order value is 750 €. The agreed price is taken as the price valid on the day of delivery plus the taxes which are to be disclosed openly in the invoices. Valid price lists supplied form the object of the contract provided they do not contradict the general terms and conditions of supply and payment and/or separate agreements. We reserve the right to limit the supplies of promotional or special promotional articles in terms of quantity.

### 3. Delivery period and period of performance

Delivery will take place at a date to be determined by us within two weeks of our order confirmation being sent out. If an agreed delivery deadline is overshot by more than two weeks, the customer is entitled to set us a period of grace of a further two weeks with the threat of refusal of acceptance. If our delivery obligation is not fulfilled within the period of grace, then the customer has the right to withdraw from the contract.

Withdrawal must take place in writing immediately after the expiry of the period of grace which has been set. We are only obliged to provide compensation for non-delivery or delay in delivery if this has been caused intentionally or through gross negligence. For call-off purchases, in the absence of special agreements the call-off must take place at the latest within three months after the order confirmation was sent.

### 4. Terms and conditions of dispatch

Unless any special agreements have been made which are particular to the contract, products from Griesson - de Beukelaer are supplied on standard Euro-pallets according to EPAL UIC standard 435-4.

The pallets are identified with 2 EAN 128 full information labels. A DESADV despatch advice is possible by agreement. An element taken into account when calculating the article prices is the step-by-step exchange of the pallets at the place of delivery. The exchange pallets must comply with the EPAL UIC standard 435-4 and be suitable for the transportation of foods. A maximum standing time of 2 hours at the premises of the recipient of the goods is also an element of the calculation. This standing time applies from the time the delivery vehicle is signed in via the unloading process, the exchange of pallets through to processing the delivery documents and the vehicle leaving the place of delivery.

## 5. Transfer of risk

The risk passes to the customer as soon as the shipment has been handed over to the person undertaking the transport or has left our warehouse for the purpose of being shipped. If shipment is impossible for no fault of our own, the risk passes to the customer at the time readiness for shipment is notified. The customer bears the risk for all deliveries taken back during the return transport.

## 6. Force majeure

Events of force majeure, states of war or emergency, official decrees, disruption to transport and business, strikes and lockouts, shortages of materials and all other circumstances for which we are not responsible and which make the execution of the order we have taken on impossible, delay it or make it substantially more difficult entitle us with the exclusion of any claims to compensation by the customer to withdraw from the contract or to postpone the supply for the duration of the obstruction. In this case the customer is not entitled to take back the order unless the agreed delivery period has been exceeded by more than eight weeks.

## 7. Payment

Payment of the sums invoiced must take place within 14 days of the date of invoice net of 2% discount or after 30 days net. The date on which we receive the payment decides whether the payment has been made in good time. For payment by cheque the discount may be deducted if the cheque is received by our company at the latest on the 10th day after the date of invoice. Agreed discounts are only permissible provided no invoices which are already due for payment remain unpaid. If payment is made more than one month after the

date of invoice, then we are entitled from this point to charge interest amounting to 5 % above the respective base lending rate according to § 1 Diskontsatz-Überleitungsgesetz [Discount Rate Transition Act]. Interest on late payment is due for payment immediately.

The customer can only offset such claims as are undisputed or have been established as being legally binding. Regardless of the agreed method of payment we can also request security before the outcome of the delivery, if after the conclusion of the contract justified doubts arise as to the customer's ability to pay or creditworthiness, agreed conditions are not met or the customer's business circumstances substantially deteriorate. If in the cases mentioned the customer refuses to provide security, we can either demand immediate payment or fully or partially withdraw from all ongoing contracts with the customer, or demand the reimbursement of our costs by the customer or compensation due to non-fulfilment. We reserve the right to decide freely which right we want to enforce in respect of each individual contract.

If the customer falls into arrears in terms of his duty of payment towards us or breaches one of the duties which apply to him from the agreed retention of title, then the entire residual debt shall fall due for payment immediately. In such cases we are entitled subject to § 107 Section 2 InsO [Insolvenzordnung – Insolvency Statute] to request that the delivery be handed over and to collect the delivery from the customer. In this case the customer shall lose any right of ownership to the goods.

We are entitled as appropriate to inform the customer's buyer about the assignment of the customer's claim against the buyer and to recover the claim. The customer already agrees to such assignment in the event of this. If goods are taken back this shall only be as a precaution. This shall not entail any withdrawal from the agreement, even if part payment is subsequently made.

## 8. Benchmark discount scale

Benchmark discount scale order value (calculated according to the net invoice value) in € per delivery and place of delivery:

from 750 to 1499	2.0% supplement discount**
from 1500/fewer than 5 storage positions*	0.5% supplement discount
from 5 - 14 storage positions*	2.0% supplement discount
from 15 - 24 storage positions*	2.5% supplement discount
from 25 - 33 storage positions*	3.0% supplement discount

\* 1 storage position = correctly sorted pallet(s) – (1 x > 1.20 m or 2 x ≤ 1.20 m)

\*\* for commissioned third party delivery

## 9. Retention of title

We retain the title to all the goods supplied by us until the entire purchase price demanded has been paid and any balance at the expense of the buyer from the current business relationship has been cleared. The buyer must keep the goods supplied for us on his own account and at his own risk and may sell them on within proper business operations. The claims to which the buyer is entitled from the resale or from any other legal grounds (e.g. insurance contract) in relation to our goods are assigned to us in advance as security. The buyer is authorised to collect the assigned claims on our account for as long as he for his part meets his duties of payment towards us in accordance with the contract.

The amounts collected are to be paid to us immediately in the amount of the respective invoice amounts due to us. We must be informed immediately of access by third parties to the goods which are in our ownership or to the claims assigned to us. In this we can ask the customer for all the information necessary for exercising our rights. If the value of the securities given to us exceeds our claims by more than 20% in total, then to this extent we are obliged to reassign this at the customer's request.

## 10. Notice of defects and warranty

Any complaints about our goods must be made to us immediately, but at the latest within one week, in writing precisely stating the individual defects asserted. When complaints about damage in transit or about less than the ordered quantity being delivered are identifiable immediately, these must also be asserted immediately on receipt to the person making the delivery. Where the delivery does not take place by means of the plant's own truck, the claims arising from this must be asserted to the Deutsche Bahn or the transport company. When the period for complaints has expired all claims under warranty on account of obvious defects shall lapse. Complaints of any kind do not entitle the buyer to refuse acceptance.

Where notice of defects takes place in good time and is justified, we will take the defective portions of the goods back provided they are still in the condition in which they were delivered, and we will replace them free of charge and carriage paid by other goods. Further claims such as internal costs, wages, freight costs, damage due to delay, other compensation and also the replacement of loss of profits are excluded. We are also entitled, although not obliged, to reimburse the purchase price paid – if appropriate also in part – instead of providing a replacement delivery. Claims arising from defects are subject to a limitation period which expires on the best before date, but at the latest 12 months after the goods supplied by us were delivered to our purchaser.

## 11. Additional conditions

The place of performance is Polch or our respective delivery warehouse and the sole place of jurisdiction for all disputes from this agreement is Koblenz. This also applies to matters of bills of exchange and cheques. Solely German law applies.

Additionally to the above regulations, the terms and conditions of the Konditionen-Kartell der Deutschen Süßwarenindustrie [Cartel on the Conditions of the German Confectionery Industry] also apply. If desired we will make copies of these conditions available to our customers.

If one provision in these terms and conditions of business or one provision in the context of other agreements should be or become ineffective, then this will not affect the effectiveness of the other provisions or agreements.

Only the German version of these terms and conditions of delivery and payment of Griesson - de Beukelaer GmbH & Co. KG is binding. If the content of the English translation or a translation into another language should differ from that of the German version, then the German version shall prevail. The contractor declares his irrevocable agreement to our handling or processing the personal details which have been communicated to us in respect of the order according to the statutory provisions.



## Bank accounts:

Sparkasse Koblenz

Bank sort code 570 501 20

Account 16 000 093

SWIFT address: MALA DE 51 KOB

Dresdner Bank Koblenz

Bank sort code 570 800 70

Account 0 6045 704 00

SWIFT address: DRES DE FF 570

These terms and conditions come into force on 26.10.2010 and replace those which were valid until then.

Griesson - de Beukelaer GmbH & Co. KG

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