

General terms of Sale

(Stand October 2017)

zur Mühlen Gruppe

Gewerbestraße 1, 24860 Böklund

§ 1 General Information

These terms of sale apply to all of the companies belonging to zur Mühlen Gruppe:

Anhalter Fleischwaren GmbH Zerbster Original
Astro Fleischwaren GmbH & Co. KG
Böklunder Fleischwarenfabrik GmbH & Co. KG
Carnis Vertriebs GmbH
Chemnitzer Wurstspezialitäten GmbH & Co. KG
Die frische Thüringer! GmbH & Co. KG
Dithmarscher Katenrauch Hans A. Liebing GmbH & Co. KG
Döllinghareico GmbH & Co. KG
EL 3 GmbH
Gutfried GmbH
Gütersloher Fleischwarenfabrik J.F. Marten GmbH
Gütersloher Fleischwaren Vertriebs GmbH & Co. KG
Heinrich Nölke GmbH & Co. KG
HN Produktion GmbH & Co. KG
J.G. Dickel GmbH
Jensen´s Fine Foods GmbH
Joh. Blankemeyer GmbH & Co. KG
Könecke Fleischwarenfabrik GmbH & Co. KG
Landsberger Wurstspezialitäten GmbH & Co. KG
Lutzi Markenvertrieb GmbH
Martena Fleischhandels GmbH
Marten-Fleischwaren-Verkaufsgesellschaft mit beschränkter Haftung
Marten-Fleischwaren Verkaufsgesellschaft mbH
Marten Verkaufs-Gesellschaft mbH
Marten-Verkaufsgesellschaft mbH
MAX Handelsgesellschaft GmbH & Co. KG
Schulte Fleisch- und Wurstwaren GmbH
Vogt & Wolf GmbH
Wikinger Fleischwaren GmbH
Wilx Nahrungsmittel-Vertriebsgesellschaft mbH
ZMI Zur Mühlen International GmbH
ZM Mobilienbesitz GmbH & Co. KG
zur Mühlen Gruppe Markenvertriebs GmbH

- hereafter referred to as the "supplier" -

§ 2 Scope

- (1) The title "supplier" hereafter refers to the relevant contract partners in regards to the specific business relationship. No contractual relationships are justified in regards to the respective other company.
- (2) For all deliveries by the supplier, the below delivery and payment conditions apply exclusively. The supplier

does not recognise any deviating conditions to the contrary of the client, unless he has explicitly agreed to their validity. These delivery and payment conditions also apply, should the supplier undertake a delivery to the client without reservation, whilst being aware of deviating conditions to the contrary.

- (3) These delivery conditions also apply to all future business relationships between the supplier and the client, unless agreed otherwise.

§ 3 Conclusion of Contract – Pricing

- (1) The supplier's offers are non-binding. A contract will only be put in place, if the supplier confirms the client's order in writing, verbally or via telephone.
- (2) In regards to the content and scope of the contract, the order confirmation of the supplier will be decisive.
- (3) All prices are net prices. Unless agreed otherwise, the supplier's prices valid on the day of finalising the contract shall apply. The supplier is entitled to adjust the prices four months after finalising the contract to a customary extent, if justified in regards to the market condition.

§ 4 Delivery – Passing of Risk – Obligation to Accept

- (1) The ordered goods will be delivered to the agreed delivery address as freight good and with the carriage prepaid. For deliveries with a total weight below 100kg, the supplier is entitled to charge the delivery costs to the client separately. Additional costs for other means of transport that may be requested or necessary are to be met by the client.
- (2) Once the goods have been handed to the haulage contractor, the risk of loss, damage, degradation or deterioration will be transferred to the customer.
- (3) The client is obliged to accept the delivered contractual goods by the agreed delivery date. The obligation to accept also applies, if the goods show signs of insignificant damage.
- (4) The place of execution for the delivery and payment is the registered office of the supplier.

§ 5 Additional Services

- (1) Goods that are being delivered in a cover are not considered pre-packaged in accordance with the LKVO. When delivering to end consumers, the goods are to be labelled in accordance with the corresponding stipulations of the LKVO.
- (2) The officially sealed duplicate tests for environmental health inspections are to be sent immediately to the supplier by the client.

§ 6 Inspection Obligation – Warranty Claims

- (1) The client may only claim warranty, if he has duly complied with the inspection and objection obligations in accordance with § 377 Code of Commerce. This only applies, if the client is a merchant in accordance with the Code of Commerce.
- (2) The departure weight measured within the premises of the supplier before shipping will be decisive; potential weight losses during transport are to be met by the client.
- (3) Should the goods be faulty, the supplier is obliged to choose a supplementary performance in the form of a rectification of the defects or by delivering new fault-free goods. If the supplementary performance is unsuccessful, the client is entitled to withdraw from the contract or may request a reduction. A withdrawal is excluded, if the supplier is only responsible for an insignificant neglect of duty.

§ 7 Reservation of Proprietary Rights

- (1) All delivered goods remain the property of the supplier until all demands stemming from the business relationship with the client have been paid for. In the case of running accounts, the reserved property is considered to be an assurance for the supplier's balance claim.
- (2) The client is entitled to use and resell the delivered goods in the context of their ordinary course of business. The client is obliged to ensure the supplier's rights in credit, when reselling reserved goods.
- (3) In the case of a resale, the client surrenders all demands, including all ancillary rights, which may stem from the resale, to the supplier as of today. The supplier accepts such surrender. The surrender applies without consideration for the reserved goods being untreated, processed or assimilated or for them to be sold with other things. If the sale is linked to goods not belonging to the supplier, the surrender only applies to the amount of the value of the reserved goods. The value is measured in accordance with the supplier's sales prices.

- (4) The processing and assimilation of the reserved goods of the supplier as a producer is carried out in accordance with § 950 German Civil Code, but without placing an obligation on the supplier. The processed goods are considered to be reserved goods in line with these conditions. If the reserved goods have been processed or irrevocably compounded with objects that do not belong to the supplier, the supplier gains co-ownership in regards to the new objects and in proportion to the reserved goods' invoice value to other goods used at the time of the processing and compounding.

The co-ownership rights gained therewith are considered to be reserved goods in line with these conditions. On the supplier's request, the client may be obliged to notify the purchaser of the reserved goods in regards to the supplier's ownership rights. In this context, any storage costs that apply are to be met by the client.

- (5) In regards to the supplier's collection authorisation, the client is entitled to confiscate any demands from reselling without prejudice, as long as the client meets their payment obligations in accordance with the rules and does not suffer a financial collapse. On the supplier's request, the client is expected to disclose information on the defaulter of the surrendered demands and to notify them of the surrender. The supplier's right to notify a surrender to garnishees themselves remains unaffected by this. The client is not allowed to surrender demands on garnishees to third parties, or to agree a surrender prohibition with any garnishees.
- (6) Should the customer have commanded over his demands from sales, especially in connection with a global recession, or should he have transferred all produced goods or goods to be produced to third parties, he is not entitled to the processing or disposal of the goods delivered by the supplier. Such endorsements or assignments in advance are to be notified to the supplier. Any breaches of the obligations outlined in this sub-item entitle the supplier to withdraw from the contract and to make claims for compensation resulting from this.
- (7) The client is to notify the supplier immediately in regards to debt enforcement measures of third parties in regards to the reserved goods or any demands surrendered in advance, whilst supplying the documents required for an intervention. The costs incurred through an intervention are to be met by the customer.
- (8) The supplier is obliged to release existing securities of his choice, as long as the value of the demands to be secured does not exceed 10%.
- (9) Should the client not meet the obligations placed on him in accordance with these delivery conditions, or should a significant deterioration of his assets occur,

the supplier is entitled to take immediate possession of the goods of which he has full ownership or co-ownership together with the client, and to utilise them in order to satisfy all demands. The client is obliged to tolerate the removal of the goods by the supplier.

§ 8 Payment conditions

- (1) The agreed payment is due on receipt of invoice and to be paid without any reductions, unless explicitly agreed otherwise.
- (2) The client is only entitled to rights of lien and set-off, if his counterclaims have been established as legally binding, beyond dispute or if they have been recognised by us.

§ 9 Limitation of liability

- (1) In the case of damage to life, body or health caused by the supplier, the supplier will be liable in accordance with the legal regulations.
- (2) For all other damage the following applies:
 - (2.1) For damage caused by gross negligence by the supplier or an intentional or gross negligence of the legal representatives or assistants of the supplier, the supplier will be liable in accordance with the legal regulations.
 - (2.2) For damage caused by a breach of significant contractual obligations due to negligence by the supplier, his legal representatives or assistants, the liability will be limited to the foreseeable damage typical for the contract.
 - (2.3) Any compensation claims for other damage in regards to breaching accessory obligations or insignificant obligations in the case of negligence are excluded.
 - (2.4) The liability exclusions or limitations do not apply, if the supplier has fraudulently failed to disclose damage, or if he has taken on a guarantee for the condition. They furthermore also do not apply in regards to compulsive liability in accordance with the Product Liability Act.

§ 10 Prohibition of Assignment

Unless explicitly agreed otherwise with the client, he is not entitled to transfer the rights stipulated in this contract to third parties without our consent.

§ 11 Force Majeure

- (1) Force majeure events, as well as business disruptions of all kind, lock-outs, strikes, a lack of raw materials

and fuel, measures by the authorities or other causes or events, which lead to a reduction or stop of the supplier's operations, and for which the supplier is not responsible, entitle the supplier to delay the fulfilment of his obligations, or to withdraw from the contract in part or in full after three months, without the possibility of claiming for compensation.

- (2) The supplier is obliged to notify the client immediately after the occurrence of the event and including the expected length in accordance with §11 (1). In the case of a withdrawal, the customer is to be reimbursed in respect of the return services that have already been made.

§ 12 Applicable law, Place of Jurisdiction, Data Protection

- (1) German law applies exclusively and under exclusion of UN purchasing law.
- (2) The exclusive place of jurisdiction for any disputes between the contractual parties is Bremen, if the client is a business person, a judicial person in accordance with public law or a special public-law asset, or if the client does not have a general place of jurisdiction in Germany.
- (3) In accordance with the regulations of the Federal Law on Data Protection, the client acknowledges that the supplier will store and process data that is deemed necessary for any business transactions with the client.