

General Terms and conditions of Sale

§1 Applicability of Conditions

- (1) The following General Terms of Sale, Delivery and payment govern the business relations of Leckina GmbH. Any deviating terms of business shall not apply unless an authorized representative of Leckina GmbH has confirmed their applicability expressly in writing. The written form required according to the subject General Terms and Conditions of Business is observed by E-Mail correspondence also when the written form is not signed.
- (2) These terms and conditions of Delivery and Sale shall also govern all future transactions between the parties and shall also apply if we perform delivery despite our knowledge of differing or contrary terms.
- (3) These Terms and Conditions of Delivery and Sale shall only apply vis-à-vis entrepreneurs, legal persons under public law within the meaning of Section 310 para 1 German Civil Code (“BGB”).

§2 Offer, Acceptance

- (1) Our offers are subject to change and non-binding, unless explicitly marked by us as binding.
- (2) Insofar as the order constitutes an offer within the meaning of section 145BGB (German civil code) we are entitled to accept the offer within two weeks.

§3 Prices, Payment

- (1) Prices are ex works, exclusive of the respective statutory VAT and exclusive of costs for packaging, except as otherwise expressly agreed upon.
- (2) The purchase price is due and payable net within 30 days from the date of the invoice.
- (3) From the due date interest in the amount of nine percentage points above the respective base interest rate p.a. shall accrue. We reserve all rights to claim further damages for delay.
- (4) The ORIGINATOR has the right to assign its Receivables against the relevant Debtor to a third party
- (5) If a Debtor is in payment default with any of the Receivables, all other Receivables against the relevant Debtor may be declared due
- (6) The Debtor shall bear all fees, costs and expenses incurred in connection with any legal proceedings successfully instituted against it outside of Germany

§4 Offset, Retention

The purchaser shall have a right of offsetting or retention only on condition that the respective claims are undisputed or established as final by a court of law. The purchaser is entitled to claim retention rights only to the extent such rights are based on the same transaction.

§5 Delivery

- (1) Delivery shall be upon the condition that of timely and proper performance of all duties of the purchaser. Defences based on non-performance of the contract are reserved.
- (2) In case of default in acceptance or other breach of duties to cooperate by the purchaser, we are entitled to claim any resulting damages including but not limited to additional expenses, if any. Further damages are reserved. The risk of accidental loss or accidental deterioration of the goods shall pass to the purchaser at the time of non-acceptance or breach of duties to cooperate by the purchaser.
- (3) Pallets or any other returnable packaging upon which goods may be delivered shall remain the property of Leckina at all times. In the event that the purchaser fails to return or to make available any such pallets or any other returnable packaging, in good condition, within 30 days following delivery of any such, the purchaser shall indemnify Leckina GmbH in respect of such lost or damaged pallets or any other returnable packaging.

§6 Passing of Risk, Shipping

If the purchaser demands shipment of the goods the risk of loss or damage to the goods passes to the purchaser upon dispatch.

§7 Retention of Title

- (1) We retain title of the goods until receipt of all payments in full. In case of breach of contract by the purchaser including, without limitation, default in payment, we are entitled to repossess the goods. This retention of title is extended to all surrogates of our delivery formed by conflation, conglomeration or manufacturing, namely to the full value. Towards the ultimate buyer we are considered to be the producer. In case third persons get property rights on the goods after conflation, conglomeration or manufacturing we acquire co-property in relation to the invoice value of the conflated, conglomerated or manufactured goods.
- (2) The purchaser shall handle the goods with due care, maintain suitable storage and cooling of the goods, and maintain suitable insurance for the goods.
- (3) As long as the purchase price has not been completely paid, the purchaser shall immediately inform us in writing if the goods become subject to rights of third persons or other encumbrances.
- (4) The purchaser may resell goods subject to the above retention of title only in the course of his regular business. For this case, the purchaser hereby assigns all claims arising of such resale, whether the goods have not been processed or not, to us. Regardless our right to claim direct payment the purchaser shall be entitled to receive the payment on the assigned claims. We agree not to demand payment on the assigned claims to the extend the purchaser complies with all his obligations for payment and does not become subject to an application for insolvency or similar proceedings or to any default of payments.

- (5) Insofar as the above securities exceed the secured claim by more than 10 per cent, we are obligated to release such securities upon the purchaser's request on our selection.

§8 Warranty

- (1) Precondition for any warranty claim of the purchaser is the immediate inspection of the goods just after their receipt either from us or from our subcontractor latest within 24 hours.
- (2) The goods have to be regarded as accepted by the purchaser unless he claimed his rights according §8 Para 1 of these General Conditions. In case of hidden damages or faults the warranty claim has to be declared after the discovery according to §8 Para 1 of these General Conditions.
- (3) Warranty claims shall be principally excluded after the termination of the expiry date or the best before date of goods.
- (4) In case of non-conformity of the goods the purchaser is entitled to alternative performance for the form of remedy of the defect or delivery of conforming goods. If such alternative performance has failed the purchaser is entitled to reduce the purchase price or to withdraw from the contract.
- (5) Warranty claims shall be time-barred after 12 months of the passage of risk (§8 Para1) or the knowledge of the hidden defaults (§8 Para2 s.2)

§9 Liability

- (1) In case of intent or gross negligence on our part or by our agents or assistants in performance we are liable according to the provisions of applicable law; the same applies in case of breach of fundamental contract obligations. To the extent the breach of contract is unintentionally our liability for damages shall be limited to the typically predictable damage.
- (2) Our liability to culpable damage to life, body or health as well as our liability under the Product Liability Act shall remain unaffected.
- (3) Any liability not expressly provided for above shall be disclaimed.

§10 Unenforceability of Clauses

- (1) In case of clause in these General Conditions with regard to the contract for delivery should be or become unenforceable this shall not affect the validity to all the other clauses or agreements.
- (2) Should any or more of the causes of these General Conditions be unenforceable, the parties shall agree on a replacement of causes that comes as close as possible to the commercial meaning and purpose of the unenforceable clauses.

§11 Application Law, Jurisdiction

- (1) This contract shall be governed by the laws of the Federal Republic of Germany (excluding the convention on Contracts for the International Sale of Goods)
- (2) Place of performance and exclusive place of jurisdiction for all disputes arising out of or in connection with this contract shall be in Berlin.

