



General Terms and Conditions for Conducting Business and Making Deliveries

I. Preamble

1. The subsequent General Terms and Conditions for Conducting Business and Making Deliveries (hereinafter called "General Terms and Conditions") shall be valid and apply to any and all deliveries, services, and contracts of the Greisinger GmbH corporation located at Klamer Straße 10, A-4323 Münzbach, Austria (hereinafter called „Greisinger“).

2. As a general principle, these General Terms and Conditions shall be deemed to be effective for and applicable to any and all legal transactions between commercial enterprises. Should under exceptional conditions these General Terms and Conditions also form the basis for legal transactions with consumers within the definition of the valid Consumer Protection Law, then these General Terms and Conditions shall only be applicable if they do not contradict the provisions of the first chapter of the Consumer Protection Law.

3. Should the general terms and conditions of a contractual partner be in direct conflict with Greisinger's General Terms and Conditions, then the contractual partner's terms and conditions shall be deemed valid insofar as Greisinger's General Terms and Conditions were expressly forfeited and/or invalidated.

Greisinger's General Terms and Conditions shall not only apply to the current legal transaction, but also to any and all future business dealings between the contractual partners even if this was not expressly agreed to.

4. Should any individual provisions of these General Terms of Delivery be declared null and void, then the remaining provisions shall remain unaffected and are to be understood in such a manner as to realize and attain the intended economic purpose and intention of these General Terms and Conditions in a legally permissible manner.

II. Drawing Up and Concluding the Contract

A contract shall be deemed concluded if the order has actually been processed subsequent to its receipt at Greisinger. Should Greisinger process the order only partially, then the contract shall be deemed to be effective with regard to that part of the order which has actually been processed.

III. Liabilities

Upon dispatch of the merchandise ex works, any and all liabilities shall be assumed by the buyer. Any and all transport risks as well as trade losses shall the responsibility of the buyer. Should the dispatch of the merchandise which is ready for shipment be impossible due to no fault on our part, or if this is not desired by the buyer, then the merchandise can be stored at Greisinger's – provided that the respective capacities are available – at the buyer's expense. With the storage of the merchandise, the contract shall be deemed fulfilled, and any and all liabilities shall have been conveyed.

IV. Delivery Deadline

If the contractual partners have agreed upon a delivery deadline, then this deadline shall generally not commence until any and all prerequisites and conditions have been fulfilled on part of the buyer, and not before the requisite down payment to be made by the buyer has been received by Greisinger.

V. Warranty/Claims for Damages

1. Greisinger shall only pay for those damages which can be proven, provided that they refer to property damages and that these property damages have been caused through willful misconduct and/or gross negligence on part of Greisinger. Any and all liabilities for other acts of negligence due to property damages shall be excluded expressly. Any and all claims for consequential damages on part of the buyer against Greisinger shall also be excluded expressly.

2. Complaints shall only be considered if they are done so in writing and substantiated immediately after receipt of the shipment.

3. The delivered merchandise has to be verified immediately upon receipt, and it has to be stored appropriately. The merchandise has to be stored in accordance with the storage conditions stipulated by Greisinger. In so doing, the following shall apply:

- Refrigerated storage: Storage of the merchandise in cold storage chambers or refrigerated appliances at a temperature of +2°C to +4°C
- Cooled storage: Storage in a cool, dry place at a temperature of up to +18°C
- Frozen storage: Storage at an appropriate location, in a freezer or cold storage chamber at a minimum temperature of -18°C or colder.

Any and all warranties shall expire if the merchandise is not stored according to these provisions.

4. Any and all warranty claims and claims for damages on part of the buyer shall expire immediately if the merchandise is not paid for by the buyer within the stipulated period of time.

5. Greisinger shall accept returned merchandise only if a substantiated complaint has been filed before, and only if Greisinger has given its written consent for such a return.

6. If Greisinger accepts any defect and/or fault of the merchandise, then Greisinger shall be entitled to replace the merchandise within a reasonable period of time or grant a refund based on the value of the defective and/or faulty merchandise.

7. In the case of complaints by governmental authorities or if samples are taken by the Food Police, then the buyer shall be entitled to request counter samples. The buyer has to immediately freeze these counter samplings and notify Greisinger without any further delay. Non-compliance with this agreement shall, on the one hand, result in the full exemption of Greisinger from any and all obligations while, on the other hand, the buyer shall protect from and indemnify Greisinger for any and all damages incurred.

VI. Terms of Payment

1. The prices of Greisinger are net prices, payable and due upon receipt of the invoice without any deduction. Should there be any delay in the payment, then Greisinger shall be entitled to claim interest on arrears. The collection fee is EUR 15.00 (fifteen euros) for the first payment reminder, EUR 20.00 (twenty euros) for the second reminder, and EUR 30.00 (thirty euros) for the third reminder including the applicable VAT which are all to be assumed by the buyer. In addition, the buyer has to pay for any and all other preliminary legal costs which are incurred due to the hiring of a collection agency or lawyer provided that these costs are in accordance with the respective tariffs and that they are unavoidable for these legal remedies because they may have become necessary.

2. The buyer agrees that Greisinger shall assign any accounts receivable from the buyer to third parties. The buyer shall not be entitled to offset its own accounts receivable against accounts receivable by Greisinger.

3. Should there be any delays in payment, then Greisinger shall be entitled to claim interest on arrears amounting to 8 % above the respective base lending rate of the Österreichische Nationalbank [Austrian National Bank].

4. Should there be any delay of payment or should legal proceedings have been undertaken due to bankruptcy, then any and all discounts which might have been granted will be forfeited.

VII. Retention of Ownership

The delivered merchandise shall remain the property of Greisinger until the purchase price including any and all interests due and/or collection fees have been paid in full. Thus, the buyer shall not be entitled to assign, pledge, or otherwise surrender the merchandise to third parties during this period of time. However, should the merchandise of Greisinger be sold by the buyer despite this prohibition, then the retention of ownership shall also refer to the accounts receivable by the buyer which may be derived from this sales transaction. During the period during which the merchandise has not been paid for, the sales proceeds shall be held in safe custody as third party funds. Any access exerted by third parties (e.g. execution) on the merchandise which is the property of Greisinger or any profit arising from such matters and issues shall be reported immediately to Greisinger.

VIII. Final Provisions

The legal venue for any and all disputes resulting directly and/or indirectly out of this contract shall be the Bezirksgericht Perg [District Court Perg]. However, Greisinger may also select another court which has jurisdiction over the plaintiff.

The contract shall be subject to Austrian law; the application of the UN Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

The registered headquarters of the Greisinger corporation shall be deemed to be the place of performance for delivery and payment even if it was stipulated that the merchandise is to be handed over at a different location.