

# General Terms and Conditions

## 1. Scope and general provision

(1) These General Terms apply to all agreements concluded between Ammerland Trading GmbH (hereinafter AMMERLAND TRADING) and the Buyer as well as to all deliveries and services. They shall likewise be applicable for all future business relationships with the Buyer, even if not expressly agreed upon again.

(2) Upon placing a purchase order, but at the latest upon receipt of the goods, the Buyer agrees to these terms. Any differing terms and conditions contained in the Buyer's order to which AMMERLAND TRADING did not expressly agree to in writing, are hereby rejected and shall not be binding for AMMERLAND TRADING, even when AMMERLAND TRADING does not expressly object.

## 2. Angebote und Vertragsabschluss

(1) Any offers made by AMMERLAND TRADING are subject to change and not binding. Orders are only accepted upon a written order confirmation; any invoice issued for such order shall equal an order confirmation.

(2) Any confirmation of delivery by AMMERLAND TRADING refers to approximate volumes. AMMERLAND TRADING reserves the right to deliver up to 10 % more or less than the contractually agreed amount. AMMERLAND TRADING may deliver in parts, if these additional or short volumes are acceptable for the Buyer.

## 3. Prices

Any prices quoted by AMMERLAND TRADING are EXW (Ex Works) prices excluding VAT applicable at the time of delivery, unless otherwise agreed expressly for individual deliveries.

## 4. Payment, late payments, set-off, right of retention and SEPA direct debit

(1) Unless otherwise agreed, payments for deliveries and services by AMMERLAND TRADING have to be made in full immediately upon receiving the invoice. For any deliveries or service with a due date, this date will be calculated from the date of delivery of goods or services. In the event of late payment AMMERLAND TRADING has the right to charge interest on these late payments in the amount of five percentage points above the base interest rate, for any late payment claims against companies AMMERLAND TRADING has the right to charge interest of nine percentage points above the base rate. In any case, AMMERLAND TRADING is entitled to charge higher fees for late payment, if higher damages can be substantiated.

(2) Any invoices issued by AMMERLAND TRADING have to be checked by the Buyer immediately for accuracy, this applies especially to the stated VAT. Any objections or changes in VAT rate have to be made in writing to AMMERLAND TRADING within 14 days from the day of receipt of the invoice. Should AMMERLAND TRADING not receive any such objection within 14 days, the VAT rate stated in the invoice is binding. In case of breach of notification AMMERLAND TRADING is entitled to claim damages in accordance with statutory regulations.

(3) Payments become effective upon crediting in one of the AMMERLAND TRADING accounts. AMMERLAND TRADING accepts payment orders, cheques and bills of exchange as conditional payments. Payments by bill of exchange have to be agreed upon separately, any discounts and bill charges have to be paid by the Buyer.

(4) Should payment be made by SEPA basic or company direct debit, AMMERLAND TRADING will notify the contract party of a onetime direct debit and of any continuous repeat debits with changing amounts at the latest one working day before debiting. AMMERLAND TRADING will notify the contract party of first-time and the following debits with unchanging amounts one working day prior to the first debit.

(5) Should the Buyer be in default for any payment obligations, any outstanding amounts will be payable immediately. This also terminates any payment deferment agreements. For the duration of the default, AMMERLAND TRADING is entitled to subject delivery of goods to a final payment in the amount of the respective goods' value. AMMERLAND TRADING can terminate further order handling and subject further processing to the Buyer providing security for the total amount due. To this end, AMMERLAND TRADING will set a term for the payment including a notification that AMMERLAND TRADING will discontinue order handling and claim damages for non-performance or withdraw from the contract, should the due date not be met.

(6) The provisions in (5) also apply in the event of any changes in the Buyer's financial circumstances that may lead to the Buyer not being able to fulfil all contracts with AMMERLAND TRADING or in the event that AMMERLAND TRADING learns of such circumstances after signing the contract.

(7) The Buyer may only offset claims which are legally binding and unchallenged. The Buyer's right of retention only applies if based on the respective contract.

## 5. Delivery and delivery times

(1) Delivery dates and times shall only be binding if AMMERLAND TRADING confirmed these in writing.

(2) AMMERLAND TRADING shall not be responsible for any consequences (e.g. late delivery) caused by unforeseeable events beyond the control of AMMERLAND TRADING. Such events may include, but are not limited to war, mobilization, boycott, strikes, fire, difficulty in material procurement (e.g. raw material or fuel shortages, export or import limitations, traffic problems, etc.).

(3) In the event that AMMERLAND TRADING is responsible for any late delivery, the Buyer is entitled to withdraw from the contract or claim damages because of non-performance only after an appropriate deferment time has expired.

(4) In the event that the Buyer is responsible for a late delivery, he shall bear the costs incurred for storage. His obligation to pay on time shall remain in full force and effect. AMMERLAND TRADING is entitled to withdraw from the contract or claim damages because of non-performance after an appropriate deferment time has expired.

## 6. Risk Transfer

The risk passes to the Buyer as soon as AMMERLAND TRADING has handed over the goods to the carrier, or, should the Buyer pick up the goods himself, to the Buyer. This also applies, when the Buyer does not bear the transportation costs, even if he normally does.

## 7. Retention of Title and Advance Assignment

(1) AMMERLAND TRADING retains ownership of the goods until all sums owed by the Buyer to the AMMERLAND TRADING as a result of their business relationship, including future claims, owed from contracts concluded at the same time or later, are paid in full. This shall also apply if individual or all sums owed to AMMERLAND TRADING are included in a later invoice and a balance has been calculated and accepted.

(2) The Buyer is only entitled to resell goods delivered in the ordinary course of business, if the buyer hereby assigns to AMMERLAND TRADING all proceeds due from any selling to buyers or third parties. If the goods are sold unprocessed or after processing or sold mixed with other goods, of which the Buyer is the exclusive owner, the Buyer hereby assigns to AMMERLAND TRADING the proceeds due from any selling of the goods delivered in full. If the goods are sold - after processing mixed with other goods - in combination with other goods belonging to AMMERLAND TRADING, the Buyer hereby assigns to AMMERLAND TRADING the proceeds due from any selling of the goods delivered to the amount representing the value of the delivered goods, together with all ancillary and priority rights. AMMERLAND TRADING shall accept the assignment. The Buyer shall retain the right to collect these claims after assigning. AMMERLAND TRADING's right to collect the claims shall remain in force; however, AMMERLAND TRADING agrees to refrain from that right as long as

the Buyer fulfills all his payments and other obligations. AMMERLAND TRADING may demand from the Buyer to disclose assigned claims and their debtors, along with any relevant information, to hand over corresponding documents and to inform the debtors of the debt assignment.

(3) Should the Buyer process any of the goods supplied by AMMERLAND TRADING, that does not result in any obligations for the latter. When goods supplied are processed, combined, mixed or blended with other goods and these do not belong to AMMERLAND TRADING, AMMERLAND TRADING gains ownership on these goods and the extent of such joint ownership is calculated in the proportion of the value of the goods delivered to the value of the other goods at the time of processing, combining, mixing or blending. In case the Buyer gains sole ownership on these goods, both parties agree that the Buyer shall grant joint ownership on these goods in the proportion of the value of the processed, combined mixed or blended goods delivered and to store these goods for AMMERLAND TRADING free of charge.

(4) Should a liability for AMMERLAND TRADING be created in associations with payment of the purchase price, the reservation of the title will and the claim this payment for goods delivered is based on will not expire until the bill has been honored by the purchaser as drawee.

(5) Should the value of the existing securities exceed the secured claims by more than 10%, AMMERLAND TRADING is required to release the security on demand.

## 8. Defect Notification

(1) The buyer is obliged to immediately check the goods upon receipt. Any losses or damages have to be reported to and signed by the respective carrier. This document has to be forwarded to AMMERLAND TRADING immediately.

(2) Complaints will only be considered by AMMERLAND TRADING, if the Buyer has reported such complaints in writing immediately, but at the latest within 48 hours after receipt of the goods. The Buyer has to report hidden defects immediately, but at the latest 14 days after discovering in writing. For compliance with these terms the receipt of the complaint at AMMERLAND TRADING is decisive.

(3) Defect notices do not affect the due date of the purchase price.

(4) The warranty for used goods delivered to companies is excluded, for deliveries of new goods to companies the warranty is limited to one year after delivery.

## 9. Limitation of Liability

(1) Damage claims against AMMERLAND TRADING, regardless of legal grounds, particularly when due to breach of duties resulting from any contractual obligation or from tortious acts, are excluded.

(2) This does not apply where liability is legally granted, in particular in these cases:

- intent and gross negligence,

- injury of life, body or health,

- where a guarantee exist, e.g. for a certain property of the goods,

- breach of essential contractual duties or

- liability according to product liability law

(3) Any damage claims due to gross negligence of contractual duties are limited to typical and foreseeable damages.

(4) Any liability limitation or exclusion also applies to personal liability of employees, representatives and agents of AMMERLAND TRADING.

(5) The aforementioned regulations do not imply a change in the burden of proof to the disadvantage of the contracting party.

## 10. Place of fulfillment and jurisdiction

(1) Place of fulfillment is the place of the respective dispatch, for payments it is Wiefelstede/Dringenburg in Germany.

(2) Place of jurisdiction for all disputes, including disputes regarding the validity of these Terms and Conditions, or the valid inclusion thereof into a contract or a contract concluded on the basis of these terms and any legal consequences is Oldenburg (Oldb), Germany, as long as the buyer is a registered merchant or a legal entity under public law or acting under a special fund under public law or his place of residence is outside Germany. This place of jurisdiction shall also apply to duties from bills of exchange.

(3) AMMERLAND TRADING is nevertheless entitled to take action at the Buyer's place of residence.

## 11. Applicable Law

German law shall be applicable, apart from the regulations of the Viennese UN Convention on Contracts for the International Sale of Goods, the regulations of the Uniform Law on the International Sale of Goods as well as the Uniform Contract of Sale Act.

## 12. Data Processing

AMMERLAND TRADING processes their customers' data in accordance with the General Data Protection Regulation (GDPR). Our Data Security policy can be found at our AMMERLAND TRADING website under the Legal Notice.

## 13. Final Provisions

(1) Any additional agreements and contract amendments require the written form to be valid. This also applies for changing this requirement.

(2) If any provision of this agreement or any provision in a contract concluded on the basis of these conditions is held or become invalid or impracticable in full or partly, the remaining provisions shall remain in full force and effect. The parties agree to replace the invalid or impracticable provision with a provision that comes as economically close as possible to the original intended provision.

(3) AMMERLAND TRADING will not participate in an arbitration at an arbitration board and is not obligated to do so.

**AMMERLAND**  
**TRADING**