

General Terms & Conditions (GTC) of Estia Food

As of October 01, 2023

§ 1 scope

1. These conditions of sale apply exclusively to entrepreneurs, legal entities under public law or special funds under public law within the meaning of Section 310 (1) BGB. Conditions of the customer that contradict or deviate from our conditions of sale will only be recognized if we expressly agree to their validity in writing.

2. These conditions of sale also apply to all future transactions with the customer, insofar as they are legal transactions of a related nature.

3. Individual agreements made with the buyer on a case-by-case basis, including side agreements, additions and changes, always take precedence over these conditions of sale. A written contract or our written confirmation is authoritative for the content of such agreements, subject to proof to the contrary.

§ 2 Offer and conclusion of contract

If an order is to be viewed as an offer in accordance with Section 145 BGB, we can accept it within two weeks.

§ 3 Documents provided

All documents provided to the customer in connection with the placing of the order - also in electronic form - such as B. calculations, drawings, etc., we reserve property rights and copyrights. These documents may not be made accessible to third parties unless we give the customer our express written consent. If we do not accept the customer's offer within the period of § 2, these documents must be returned to us immediately.

§ 4 prices and payment

1. Unless otherwise agreed in writing, our prices apply ex works excluding packaging and plus VAT at the currently applicable rate. Packaging costs will be charged separately.

2. Payment of the purchase price must be made exclusively to the account specified on the order confirmation. The deduction of a discount is only permitted with a special written agreement.

3. Unless otherwise agreed, the purchase price must be paid within 10 days of delivery. Interest on arrears will be charged at 8% above the respective base rate p.a. The assertion of a higher damage caused by default remains reserved.

4. Unless a fixed price agreement has been made, we reserve the right to make reasonable price changes due to changed wage, material and distribution costs for deliveries that are made 3 months or later after the conclusion of the contract.

§ 5 Right of Retention

The customer is only authorized to exercise a right of retention if his counterclaim is based on the same contractual relationship.

§ 6 delivery time

1. The start of the delivery time specified by us presupposes the timely and proper fulfillment of the purchaser's obligations. The exception of the unfulfilled contract remains reserved.

2. If the customer is in default of acceptance or if he culpably violates other duties to cooperate, we are entitled to demand compensation for the damage we incur in this respect, including any additional expenses. We reserve the right to make further claims. If the above conditions are met, the risk of accidental loss or accidental deterioration of the purchased item is transferred to the customer at the point in time at which he is in default of acceptance or payment.

3. In the event of a delay in delivery caused by us not intentionally or through gross negligence, we are liable for each full week of delay within the scope of a flat-rate compensation for delay of 3% of the delivery value, but not more than 15% of the delivery value.

4. Further legal claims and rights of the customer due to a delay in delivery remain unaffected.

§ 7 Transfer of risk upon dispatch

If the goods are sent to the customer at the request of the customer, the risk of accidental loss or accidental deterioration of the goods passes to the customer when they are sent to the customer, at the latest when they leave the factory / warehouse. This applies regardless of whether the goods are dispatched from the place of performance or who bears the freight costs.

§ 8 retention of title

1. We reserve title to the delivered item until all claims from the delivery contract have been paid in full. This also applies to all future deliveries, even if we do not always expressly refer to them. We are entitled to take back the purchased item if the customer behaves contrary to the contract.

2. As long as ownership has not yet passed to him, the customer is obliged to treat the purchased item with care. In particular, he is obliged to insure them adequately at replacement value at his own expense against theft, fire and water damage. If maintenance and inspection work has to be carried out, the customer must carry this out in good time at his own expense. As long as ownership has not yet passed, the customer must notify us immediately in writing if the delivered item is seized or exposed to other interventions by third parties. If the third party is unable to reimburse us for the judicial and extrajudicial costs of a lawsuit in accordance with § 771 ZPO, the customer is liable for the loss we incur.

3. The customer is entitled to resell the reserved goods in the normal course of business. The customer hereby assigns the claims against the customer from the resale of the reserved goods to us in the amount of the final invoice amount agreed with us (including value added tax). This assignment applies regardless of whether the purchased item has been resold without or after processing. The customer remains authorized to collect the claim even after the assignment. Our authorization to collect the claim ourselves remains unaffected. However, we will not collect the claim as long as the customer fulfills his payment obligations from the proceeds received, is not in default of payment and, in particular, no application has been made to open insolvency proceedings or payments have been suspended.

4. The treatment and processing or transformation of the purchased item by the customer is always carried out in our name and on our behalf. In this case, the purchaser's entitlement to the purchased item continues with the remodeled item. If the purchased item is processed with other items that do not belong to us, we acquire co-ownership of the new item in the ratio of the objective value of our purchased item to the other processed items at the time of processing. The same applies in the case of mixing. If the mixing takes place in such a way that the purchaser's item is to be regarded as the main item, it is agreed that the purchaser shall transfer proportional co-ownership to us and keep the resulting sole or co-ownership for us. To secure our claims against the purchaser, the purchaser also assigns to us such claims that arise against a third party through the connection of the reserved goods with a property; we already accept this assignment.

5. We undertake to release the securities to which we are entitled at the request of the customer insofar as their value exceeds the claims to be secured by more than 20%.

§ 9 Warranty and notification of defects as well as recourse / manufacturer recourse

1. The purchaser's warranty rights require that he has duly complied with his inspection and complaint obligations according to Section 377 of the German Commercial Code (HGB).

2. Claims for defects become statute-barred 12 months after delivery of the goods we have delivered to our customer. The statutory limitation period applies to claims for damages in the event of intent and gross negligence as well as injury to life, body and health based on an intentional or negligent breach of duty on the part of the user. Insofar as the law prescribes longer periods in accordance with Section 438 (1) No. 2 BGB, Section 445 b BGB and Section 634a (1) BGB, these periods apply. Prior to returning the goods our permit is to be requested.

3. If, despite all due care, the delivered goods show a defect that already existed at the time of the transfer of risk, we will either repair the goods or deliver replacement goods, subject to timely notification of defects. We must always be given the opportunity to provide supplementary performance within a reasonable period of time. Recourse claims remain unaffected by the above regulation without restriction.

4. If the subsequent performance fails, the customer can - regardless of any claims for damages - withdraw from the contract or reduce the remuneration.

5. Claims for defects do not exist in the case of only insignificant deviations from the agreed quality, in the case of only insignificant impairment of usability, in the case of natural wear and tear, as well as damage that after the transfer of risk as a result of incorrect or negligent treatment, excessive use, unsuitable operating resources, defective construction work, unsuitable Building ground or due to special external influences that are not required by the contract. If improper repair work or changes are carried out by the customer or a third party, no claims for defects exist for these or the consequences arising from them.

6. Claims of the customer due to the expenses necessary for the purpose of the supplementary performance, in particular transport, travel, labor and material costs, are excluded insofar as the expenses increase because the goods delivered by us are subsequently transferred to a location other than the branch of the Has been brought by the customer, unless the shipment corresponds to its intended use.

7. The purchaser's right of recourse against us only exists insofar as the purchaser has not made any agreements with his customer that go beyond the legally mandatory claims for defects. Paragraph 6 also applies accordingly to the scope of the purchaser's right of recourse against the supplier.

§ 10 miscellaneous

1. This contract and all legal relationships between the parties are subject to the law of the Federal Republic of Germany to the exclusion of the UN Sales Convention (CISG).

2. The place of performance and exclusive place of jurisdiction and for all disputes arising from this contract is our place of business, unless otherwise stated in the order confirmation.

3. All agreements made between the parties for the purpose of executing this contract are set out in writing in this contract.

**This translation is for convenience only.
Legally binding is solely the German version of this document.**

**The German document is available for download as a PDF on the Website:
<http://agb.vertriebnedovic.com>**

Estia Food

FON +49 162 4276336

Lessingstr.15 a
D-46149 Oberhausen

info@estia-food.com
www.estia-food.com

Please find our GTC
at agb.estia-food.com.