# General Terms and Conditions

**1. Application:**

1.1 Our contractual relationships with the customer shall be governed exclusively by and in accordance with these General Terms and Conditions. Divergent, conflicting or additional general terms and conditions of the customer will not become a component of the contract even if we do not explicitly object to them.

1.2 These General Terms and Conditions also apply to all future transactions between us and the customer, and even if we unreservedly deliver the goods while at the same time aware of divergent or conflicting terms and conditions.

**2. Quotations:**

2.1 Our quotations are revocable with respect to price, quantity, delivery date and availability until the customer's order has been confirmed by us in writing.

2.2 The goods are subject to normal commercial fluctuation. In so far, they may be regarded as approximating any information given in any brochures, samples and indications of weight referenced in the quotation, unless these are designated as being binding. Any information in our quotations regarding quality and number of leaves of gelatin are to be regarded as mean values as applied generally to the industry.

2.3 We reserve the right to make any commercially normal changes in the properties and chemical composition of the goods if we assess such changes to be acceptable for the customer.

**3. Order:**

3.1 Our prices include delivery to the designated destination and include packaging but exclude the current legal rates for Value Added Tax, unless no other conditions have been agreed and correspondingly designated. Should we reduce or increase our prices between the confirmation of the order and delivery due to the increase of (i) taxes, duties and/or charges, (ii) wage or material costs, (iii) raw material costs, or (iv) other costs in the food industry (such as prices for further components of the goods) or (v) other corresponding costs reduce or increase and is the period of time between the conclusion of contract and the delivery more than four weeks, the new prices valid on the day of delivery will be charged. The changes will be communicated to the customer. In case of a price increase the customer is authorized to withdraw from the contract within a period of two weeks from the date of communication of the new prices. In calculating the prices, those weights, number of items and quantities as calculated by us apply unless the customer has raised objections immediately after the communication.

3.2 Any increases in freight charges or customs duties that come into effect subsequent to our order confirmation will be passed on to the customer.

3.3 On placing an order, the customer is obliged to inform us of his Value Added Tax Identification Number.

**4. Delivery:**

4.1 Delivery times are calculated from the date designated on the order confirmation unless another delivery date has been specifically agreed in writing.

4.2 The delivery time is regarded as having been fulfilled if the goods have been dispatched from our company by the date designated. Delivery is also regarded as being fulfilled if readiness for dispatch has been communicated but the customer has not accepted delivery within the specified delivery period.

4.3 The delivery period shall be prolonged by the period during which, at no fault of our own, events involving late or non-delivery by our suppliers, shortage of raw materials, energy or staff, strikes or lock-outs or Acts of God are involved. We will inform our customers as soon as possible about the commencement and end of such events. Should due to such events a delivery be delayed by more than one month, both we and the customer are authorized to rescind from the contract with regard to the parts affected by the delivery disturbance under exclusion of any other claims; this does not, however, apply to strikes and lock-outs.

4.4 Deliveries as a rule will be made in standard packs. Should this not be possible, normal commercial deviations from the agreed delivery quantities are allowed.

4.5 Our obligation to deliver is at rest as long as the customer has not, in spite of reminders, paid a due invoice.

4.6 If a series of partial deliveries within a certain period of time has been agreed, these deliveries to be accepted by the customer will be equally distributed over the period unless otherwise agreed. Should the customer be in default of acceptance of such deliveries, we are authorized to store the goods at the cost and risk of the customer or, after expiry of an appropriate period of time, to subtract the said quantity from the final delivery. In the latter case, any special conditions granted become null and void.

**5. Dispatch, risk, packaging:**

5.1 Unless otherwise agreed, we select the dispatch route and method, whereby the interests of the customer will be taken into account. At the customer's request, we will insure the consignment against theft, breakage, transport, fire and water damage and any other appropriate insurable risk. The customer will be charged for the costs involved.

5.2 The risk of accidental loss, loss or damage of goods will pass to the customer as soon as these have been dispatched or, in the case of goods being collected, as soon as the customer has been informed that these are available for collection. This is also the case for freight-free deliveries; for clarification: "freight-free" refers only to the transport costs and does not mean the bearing of risk by us.. Should dispatch be delayed due to circumstances which the customer is responsible for, the risks will pass to the customer as from the day that we confirmed availability for dispatch; however, if the customer so wishes, we will arrange the requested insurance at the cost of the customer.

5.3 Delivered goods with no or only minor defects or deviations are to be accepted, notwithstanding any rights specified in section 7 below.

5.4 Packaging that is leased from or made available by us is to be returned immediately at the customer's cost. Any loss or damage to such packaging is to be covered by the customer, as long as it has not been returned to us, unless the customer is not at fault. Such leased packaging must not be used for any other purpose or for any other product; it is specifically designated for the transport of the delivered goods. Labels or inscriptions must not be removed. Should such packaging fail to be returned by the customer within a period of three months, we are authorized, after expiry of an appropriate grace period, to charge the customer with the cost of replacement.

**6. Invoice, Payment:**

6.1 Irrespective of the method of payment, an invoice will be sent to you via email. If no valid email-address exists, the invoice will be sent to you by post.
The customer hereby agrees to receive invoices in electronic form.

6.2 Unless otherwise agreed, invoices are payable within thirty (30) days without discount, unless no other payment terms have been agreed. Bills of Exchange can only be accepted if specially agreed and then only if the customer pays all accompanying appropriate costs such as interest etc. Payment is regarded as being fulfilled only when it has been credited to our bank account. We retain the right to use such payments to balance out older outstanding payments, interest and other costs; this will be done in the sequence costs, interest, outstanding payments. Retention of payment and offset against claims on the part of the customer and rejected by us are not allowed unless determined by a court of law as final, undisputed or acknowledged by us.

6.3 Should the customer fail to pay in time, we are authorized to charge interest at a rate of 9 percentage points over the Base Interest Rate. We retain the right in such cases to make claims for further damages.

6.4 Should the customer fail without legal justification to pay a substantial amount in time, we are authorized to demand advance payment for any outstanding deliveries. In addition, we are authorized to withdraw from the contract if payment is not made after expiry of an appropriate period of time set by us and payment has still not been made. In such a case we are also authorized to prohibit the resale of the goods in question and to collect them for return at the cost of the customer. Should payment not be made for a substantial period over and above the due date of payment, we are authorized to demand immediate payment of all due payments.

6.5 Should the financial circumstances of the customer deteriorate substantially or should we hear of such a situation and it could endanger due payment, we are authorized to refuse the performance of our obligations until payment has been made or appropriate security has been provided. After the expiry of an appropriate period of notice, we are entitled to withdraw from the contract.

**7. Complaints, liability:**

7.1 The customer has to check by suitable measures whether the delivered goods are proper and suitable for the intended use.
Any obvious defects (e.g. complaints regarding the properties of the goods or the quantities) shall be notified to us in writing along with the appropriate invoice and order numbers, goods designation and type of container immediately but at the latest eight days after receipt of the goods. Any hidden defects shall be notified at the latest three working days after discovery.

7.2 Should the customer fail to give the relevant notice in accordance with section 7.1, we accept no liability for the defects not notified.

7.3 Any warranty claim is excluded should the customer or a third party further process or sell the goods, although defects could in fact have been discovered.

7.4 In the case of justified complaints of defects that have been notified in the appropriate manner, we are obliged, within an appropriate period of time, to either – at our discretion – eliminate the defects or to supply goods meeting the required specifications ("supplementary performance"). Should supplementary performance fail, the customer is authorized to withdraw from the contract or to reduce the purchase price accordingly.

7.5 We are liable for damage resulting from a willful or grossly negligent breach of duty committed by us or our vicarious agents, pursuant to the statutory provisions. We are also liable pursuant to the statutory provisions for the culpable causation of bodily injury (life, limb or health) and in cases of product liability under the German Product Liability Act (*Produkthaftungsgesetz*). With the exception of the cases set out above, in case of slight negligence our liability for a breach of a material contractual obligation is limited to foreseeable and typical damage. Material contractual obligations are such obligations which, in the first place, enable the fulfilment of the proper performance of the contract, and on the compliance of which the contracting party can regularly rely on. In all other cases, not mentioned above, our liability is excluded.

7.6 Goods subject to claims may only be returned at our express request.

**8. Information and other data:**

8.1 Gelatin can be stored for a practically unlimited period of time under dry and odorless conditions. Aldehyde vapor, commonly contained in wood glue, can cause the goods to harden and to become insoluble. We exclude any warranty claims by the customer or a third party for damages that have been caused by the inproper storage.

8.2 We supply advice on technical applications to the best of our ability based on our research and experience. However, any such advice on suitability and application must be regarded as being nonbinding so that the customer is obliged to check whether or not the goods are suitable for the applications and purposes intended and the legal admissibility of such use.

**9. Reservation of ownership:**

9.1 Goods remain our property until the customer has fulfilled all of his obligations with respect to payment for current and future business with us. This also applies if individual or all outstanding payments have been incorporated in one invoice as a balance sum and these have been approved. This reservation of ownership and any security made available to us remain in force until all contingent liabilities that we may have entered into in the interests of the customer (e.g. check, Bill of Exchange) have been indemnified.

9.2 Should the goods be further processed by the customer or a third party, our ownership will be extended to the newly manufactured item. In the case of processing, combining or mixing with other items, we retain ownership of the newly manufactured item in proportion to the quantity of our goods used at the time of processing or mixing. In such a case, the customer is operating for us in processing the goods; in such case the customer shall be granted an expectant right that accrues to the right of ownership conditional upon the fulfillment of the requirements set out in section 9.1.

9.3 The customer is obliged to keep and handle the goods for us with care and to insure the goods against loss and damage. Herewith, the customer assigns any insurance claims to us in advance.

9.4 The customer is authorized to sell the goods to third parties within the course of normal business. The customer is not allowed to dispose of the goods otherwise, in particular by assigning (*Verpfändung*) or offering as security (*Sicherungsübereignung*). This authorization becomes invalid should the customer be in delay with payments.

9.5 The customer already now assigns to us any due payments in the amount of outstanding payments resulting from the resale of the goods still under our ownership to third parties; this also applies to all supplementary and security rights including Bills of Exchange and checks that may be negotiated. In the case of the goods being sold whereby we, according to 9.2, retain co-ownership, the assignment is restricted to that part of the goods still under ownership. Should such goods be sold together with other goods at an inclusive price, the assignment is also restricted to the proportional amount of the invoice (inclusive of Value Added Tax) for the goods sold still in co-ownership. In the case of processing within the scope of contract for work (*Werkvertrag*), the proportion of payment due corresponding to that of the co-ownership goods in the invoice (inclusive of Value Added Tax) is already now assigned to us.

9.6 The customer is obliged, at our request, to inform his customer of such an assignment and to provide us with adequate information on the customer as well as other relevant documentation so that we may exercise our rights with respect to this customer if necessary. The customer may not come to any agreement with his customer that may exclude or impair our rights in any way. He may especially not make any agreement that would invalidate or impair the advance assignment of payment due to us.

9.7 Should the customer be late in fulfilling his payment obligations towards us, we are authorized, after an unsuccessful reminder and notwithstanding any rights we have, to demand return of the goods still in our ownership and/or to exercise the rights assigned to us directly. The demand of returning the goods shall only be deemed as withdrawal from the contract if this has been explicitly declared in writing. The customer is obliged to inform us immediately if any third party has access to the said goods or assigned claims

9.8 Should the value of the security granted by the customer be in excess of the value of payments due by more than 10%, we are obliged, at the customer's request, to release securities of our own choice.

**10. Final provisions:**

10.1 The place of fulfillment for delivery and payment is Eberbach, Germany. The exclusive place of jurisdiction is Heidelberg, Germany, also for lawsuits involving documents, bills of exchange and checks. However, we have the right to sue the customer at his place of general jurisdiction, should we wish to do so.

10.2 Customer data are stored and processed electronically to the extent necessary for contractual relationships. We and the customer will observe the applicable data protection laws and regulations applicable to us/him and shall ensure that the employees deployed in connection with the Contract and its execution commit to the data secrecy, unless they have already been committed to it generally.

10.3 Should individual clauses of these Terms and Conditions be or become invalid, in part or in whole, this will not have any effect on the remaining clauses. The parties will then replace such invalid clauses with clauses that conform as far as possible to the original economic intention of the original clauses.

10.4 The contractual relationships are subject to German Law; the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

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