

General Terms and Conditions

General Terms and Conditions (AGB)

1. In General/Scope

The following general terms and conditions apply to all contractual relations between the BIONATUREHOUSE GbR (BGB company), Kurgartenstraße, Kurkolonnade 8, 53474 Bad Neuenahr-Ahrweiler ("Vendor") and its respective contract partner ("client") regarding the deliveries or services offered by the vendor. Terms and conditions of the client or of a third party do not apply, even if the vendor does not expressly object to its validity on a case-by-case basis. The general terms and conditions apply exclusively to companies.

2. Services and Conclusion of Contract

- a) All services of the vendor are subject to change and non-binding. Only through an order and its confirmation through the client within two weeks, through submission of an order confirmation or through the shipment of the ordered products within the same period, a valid contract is concluded.
- b) Information from the vendor in regards to the object of the delivery or service (for example weight, measurements, utility value) as well as our presentation of the same (for example drawings or figures) are only approximately applicable, provided that the usability does not require an exact determination for the contractually stipulated purpose. Such statements do not constitute assured or guaranteed quality features, but descriptions and labels of the shipment or service. Customary deviations and deviations that take place due to legal requirements or represent technical improvements, as well as the replacement of parts with equivalent parts is permitted, as long as they do not affect the usability of the contractually stipulated purpose.
- c) The vendor reserves the right to not carry out orders, if the ordered products are not available. In the cases of obvious spelling and printing errors or miscalculations we are entitled to withdraw.
- d) The vendor reserves the ownership or the copyright for all offers and cost estimates made by him as well as the drawings, figures, calculations, leaflets, catalogues, models and other materials and resources provided for the client. The client must not make these items accessible to third parties neither as such nor in their content, disclose them, use them himself or through third parties or copy them without explicit consent of the vendor. Upon request of the vendor he must return these items in their entirety to him and destroy possible copies, if they are no longer needed by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract.

3. Prices and Payment

- a) The prices apply to all deliveries and services included in the order confirmations. Additional or special services are charged for separately. The prices are listed in EUROS ex works plus packaging, the legal value added tax, in the case of exports customs as well as fees and other public charges.
- b) The vendor reserves the right to deliver shipments or services exclusively against (partial) advance payment.
- c) Invoice amounts must be paid without any deductions within 14 days from the shipment.
- d) The setoff against counterclaims of the client or the withholding of payments because of such claims is only permitted if the counterclaims are undisputed or legally determined, unless the counterclaim is based on the same contractual relationship.

4. Delivery

- a) Shipments are made ex works.
- b) Deadlines and dates for deliveries and services promised by the vendor apply only approximately, unless a fixed deadline or a fixed date is expressly consented or agreed. If a ship-

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ment was agreed on, the delivery times and delivery dates refer to the time of the handing over to the hauler, forwarder or any other third party assigned to the delivery.

- c) The vendor is not liable for impossibility of delivery or for delays in delivery, if these are caused by force majeure or at that point other unforeseeable events (for example interruption of operations of any kind, difficulties in obtaining materials or energy, delay in transit, strikes, lawful lockouts), which are not the responsibility of the vendor. If such events complicate the delivery or service significantly or make it impossible and the obstruction is not only temporary, the vendor is entitled to withdraw from the contract. Temporary obstructions extend the delivery or service time or postpone the delivery or service date by the period of the obstruction in addition to a reasonable start-up period. If an acceptance of the delivery or service cannot be expected of the client due to the delay, he can withdraw from the contract with an immediately written declaration.
- d) If the vendor is in delay with a delivery or service or if a delivery or service, for whatever reason, is impossible, the liability of the vendor for compensation is limited in accordance with clause 7.

5. Place of Performance, Delivery, Packaging, Transfer of Risk

- a) Bad Neuenahr-Ahrweiler is the place of performance for all obligations resulting from the contractual relationship, unless otherwise specified.
- b) The shipping method and packaging are subject to the dutiful discretion of the vendor.
- c) The risk is passed to the client when the order is ready for dispatch. This also applies when partial deliveries are made or the vendor took other responsibilities, too. If the delivery or the handover is delayed due to circumstances, which cause lie with the client, the risk is transferred to the client on the day that the delivery item is ready for dispatch and the vendor has reported this to the client.
- d) The shipment is insured by the vendor only upon explicit request of the client and at his expenses against theft, breakage, transport, fire or water damages or other insurable risks.

6. Warranty

- a) The warranty period is one year from delivery or, if an acceptance of goods is necessary, from acceptance. This period does not apply to claims for compensation of the client for reason of injury to life, body or health or for reason of grossly negligent breach of duty of the vendor or his agents, which respectively become time barred after the legal regulations.
- b) The delivered items must be immediately examined after delivery to the client or to the third party determined by him. In regards to obvious defects or other defects that would have been recognizable when examined immediately and thoroughly, they count as approved by the client, if the vendor does not receive a written defect complaint within four days. In regard to other defects, the delivery items are held valid by the client, if the defect complaint does not reach the vendor within four working days, in which the defect appeared; but if the defect was recognizable for the client at an earlier time during normal use, this earlier time is relevant for the trial period. Upon request of the vendor, a rejected item must be sent back to the vendor. If the defect complaint is justified, the vendor reimburses the costs of the cheapest dispatch route.
- c) In the case of material defects of the delivered goods, the vendor is obliged and entitled to first repair or replace the item after making a decision within a reasonable period. In the case of failure, which means of the impossibility, impracticality, refusal or unreasonable delay of the repair or replacement, the client can withdraw from the contract or reduce the buying price at a reasonable rate.
- d) If a defect is based on the fault of the vendor, the client can demand compensation under certain conditions, which are mentioned under clause 7.

7. Liability Caused by Fault

- a) The liability of the vendor towards compensation, regardless of which legal basis, in particular due to impossibility, delay, defective or wrong delivery, breach of contract, infringement of

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duties during contract negotiations and tort is limited in accordance with clause 7, if subject to fault.

- b) The vendor is not liable in the case of simple negligence of his bodies, legal representatives, employees or other agents, unless essential contractual obligations are breached.
- c) If the vendor is liable for compensation in accordance with clause 7 paragraph 2, this liability is limited to damages that the vendor foresaw at the time of the conclusion of the contract as possible consequence of a violation of the contract or which he should have foreseen when applying usual diligence. Damages and consequential damages that are the consequence of defects of the delivery item are furthermore only subject to compensation if such damages are typically to be expected when the delivered object is used in accordance with its intention.
- d) The aforementioned liability exclusions and limitations apply to the same extent in favor of the bodies, legal representatives, employees and other agents of the vendor.
- e) The limitations of this clause 7 do not apply to the liability of the vendor due to deliberate behavior, for guaranteed qualities, due to injury of life, body or health or in accordance with the product liability law.

8. Retention of Proprietary Rights

The ownership of the delivered items is reserved to the vendor until all payments from the respective contract with the client are made.

9. Applicable Law and Jurisdiction

- a) If the client is a merchant, legal entity under public law or special fund under public law or if he does not have a place of general jurisdiction in the Federal Republic of Germany, the place of jurisdiction for any disputes resulting from the business relationship between the vendor and the client is at the vendor's option Bad Neuenahr-Ahrweiler or the client's place of business. For claims against the vendors, Bad Neuenahr-Ahrweiler is the exclusive place of jurisdiction. Mandatory legal regulations on exclusive jurisdiction remain unaffected from this regulation.
- b) The relations between the vendor and the client are exclusively subject to the law of the Federal Republic of Germany. The regulations of the UN sales law do not apply. Bad Neuenahr-Ahrweiler is the place of performance.