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## General Terms and Conditions of Sale

### I. Application of the Terms and Conditions

1. Our business relations with entrepreneurs and legal persons under public law will be governed exclusively by these General Terms and Conditions. They apply also for all future business relationships, even if not expressly stipulated again.
2. When placing an order, the purchaser acknowledges these General Terms and Conditions as solely binding, waiving any later revocation.
3. These General Terms and Conditions will, in any case, be regarded as accepted not later than upon acceptance of our deliveries and services.
4. References of the purchaser to its own conditions are hereby rejected. We will not be bound by them even if we do not expressly reject them in the individual case.
5. Deviating conditions of the purchaser or arrangements will only apply if they have been expressly confirmed by us in writing.

### II. Quotations, orders, delivery by own supplier, prices, deviations

1. Our quotations are always subject to change and not binding and do not include VAT.
2. Declarations of acceptance and all orders require our written or telephonic confirmation in order to be legally valid.
3. Orders for which fixed prices have not expressly been agreed will be invoiced at our list prices valid on the date of delivery, plus value-added tax.
4. Orders of the purchaser may be accepted by us within a period of up to one (1) week.
5. We conclude our contracts with the purchaser exclusively under the reservation of correct and timely delivery by our suppliers. However, this applies only if and to the extent that we are not responsible for the non-delivery, in particular, where a congruent covering transaction has been entered into with our supplier. We will notify the purchaser without delay of any non-availability of the service. Any consideration that may already have been provided by the purchaser will be reimbursed by us without delay.
6. If, after the conclusion of the contract, costs for the goods increase (for example, due to rising energy procurement, raw material or transport costs), we shall have the right to demand negotiations on a price adjustment to the increased costs. If the costs of the goods decrease after the conclusion of the contract (for example, due to decreasing energy procurement, raw material or transport costs), the purchaser shall have the right to demand negotiations on a price adjustment to the decreased costs. The request for negotiations shall be notified to the other party in writing with evidence of the respective cost factors relevant for the cost increase or decrease. The other party shall not unreasonably refuse the request for negotiations on price adjustments. If the parties fail to reach an agreement on a price adjustment within four weeks after receipt of the written request for negotiations, the following shall apply: The party which requested the negotiations on a price adjustment shall have the right to determine new prices. The determination shall be made at equitable discretion (in particular on the basis of the value of the supplied goods or service to be remunerated). The respective other party may have the fairness of the new prices reviewed by the competent courts.
7. For the goods complex to be supplied and all raw materials used, the deviations customary in the trade as to condition and colour will be permitted.

### III. Packaging, dispatch and transportation

1. Unless otherwise agreed upon, delivery will be made at the expense of the purchaser (Ex Works, Incoterms 2020) either in one-way packaging, which will not be invoiced and will be owned by the purchaser, or in hired packaging (V2A tanks, IBCs, containers, boxes, pallets and the like) which must be emptied without undue delay and returned to us in perfect condition, free of charge, or held ready for collection as agreed. Further details are set out in our current price list or in the conditions of the respective transport company.
2. In case of deterioration or loss of individual parts of the packaging, the purchaser shall bear an appropriate proportion or the full costs of replacement.
3. Unless otherwise agreed upon, our goods will be delivered Ex Works or Ex Warehouse (Incoterms 2020).
4. We may choose the method of dispatch if the purchaser has not expressly indicated anything special. The dispatch and the transport will be undertaken at the risk of the purchaser.
5. In the event of transport loss or deficiencies, the purchaser shall be obligated to immediately notify us thereof in writing and to present to us respective certificates from the railway authority, the postal authority or the forwarding agent evidencing the transport loss or the deficiency.

### IV. Contract business

1. Contract volume and contract duration are binding for purchaser and us.
2. Unless laid down differently in writing via E-Mail or Fax, goods from the contract volume are, as a rule, to be called off pro rata temporis (on a monthly basis) i.e. for instance, if a contract has a term of twelve months, then one twelfth of the contract volume is to be called off each calendar month. The minimum quantity stipulated in the contract must be adhered to each time delivery is demanded.
3. Call-off orders should, as a rule, be put in writing via E-Mail or Fax.
4. Unless a different lead time for the preparation of the goods for supply has been agreed upon in writing, then a minimum lead time of 30-50 (thirty-fifty) working days between receipt of the call-off order and the goods being made available will be deemed agreed upon; if delivery terms have been agreed upon that differ from III, number 3, then the minimum lead time will be extended depending on the determined means of transport and the usual period of time for transportation to the place of performance.
5. We are permitted to refuse to carry out individual call-off orders if, and for as long as, the purchaser is in arrears as regards payments to us or to an affiliated company of the wet-green GmbH.
6. When the contract duration has ended, we will, nevertheless, be released from our duty to perform contractual obligations if the purchaser has failed to call off the contract volume, or has not called off the contract volume in full and/or in due time. Ongoing delivery after expiration of a contract is without obligation at all times and is not deemed a tacit extension of the contractual period. This will have no effect on our right to set a reasonable period of time in which the purchaser is to accept contract volume that has not been called off, or not fully called off, on expiration of the term of contract. If the purchaser fails to call off the remaining contract volume within the additional period of time, then we can, in addition to our claim to performance, claim damages for non-performance.



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7. We are obliged to ensure that the goods are manufactured or resourced and made available in due time, and in this respect we shall bear the supply risk. Our liability is, however, limited to damage caused intentionally or through negligence, and consequently this liability ceases to exist if non-performance or delayed performance arise on grounds that are not connected with the specific nature of the obligation as a generic obligation, or grounds which cannot be allocated to our area of business. In addition to cases of force majeure, this can also arise if performance is hindered as a consequence of unforeseeable circumstances or circumstances beyond our control that impede resourcing to such an extent that we cannot reasonably be expected to obtain the goods, e.g. in the event of a blockade or the lock-out of a production and/or processing plant.

8. If, subsequent to conclusion of a contract, a statutory provision becomes effective that results in an increase in import charges and repercussions for the agreed delivery date, or a part of this time period, and if, as a consequence, we are faced with an increase in our provable expenses, then the purchase price will be adjusted in accordance with this increased amount. Import charges in the sense of this provision include customs duties, variable import/export levy and excise duties.

#### **V. Notice of defects, warranty, recourse claims**

1. The purchaser shall be obligated to immediately examine the supplied goods as to obvious defects and, in particular, obvious deficiencies or damage, and to notify us thereof in writing without delay but not later than within 10 (ten) working days from receipt of the goods. The timely mailing of the notice of defect will be decisive for establishing observance of the time limit.

2. The purchaser shall be obligated to notify us in writing of any non-obvious (hidden) defect after discovery thereof but not later than within the period of limitation pursuant to para. VII. The burden of proof regarding all conditions, in particular, the existence of the defect, the time of ascertainment of the defect and the timely notification of the defect rests with the purchaser.

3. We will not be liable for any defect if the purchaser fails to give the notices as aforesaid. Specimen of the goods subject to complaint must accompany the notice of defects.

4. In the event that goods are defective, we reserve the right, at our choice, to remove the defect through subsequent delivery or repair (subsequent performance). In case of subsequent performance, we shall be obligated to bear all expenses necessary for this purpose, in particular, costs of transport, travel, labour and materials unless the same are increased as a result of the fact that the purchased goods have been transported to a place other than the place of destination.

5. If and when the subsequent performance fails or is impossible or is rejected by us altogether, seriously and finally, or the purchaser cannot reasonably be expected to accept it or a time limit to be fixed by the purchaser for the subsequent performance has not been observed or is not required according to the statutory provisions, the purchaser will be entitled, at its choice, to reduce the purchase price (purchase price reduction) or to rescind the contract (rescission). The purchaser's claim for delivery of faultless goods ceases to exist upon declaration of rescission or assertion of the claim for purchase price reduction. Claims of the purchaser for damages or reimbursement of expenses disbursed in vain are granted only within the framework of para. VI. hereinafter and are excluded in all other respects.

6. The purchaser cannot derive any rights from defects as a result of which the value or the fitness of the goods for the use discernible by us is not impaired or is impaired only insignificantly.

7. The Best-Before or use-by dates provided by us are no expiry dates.

8. The condition and thus the possibility of use of our products can be confirmed by us only if and when the purchaser priorly notifies in writing details of the kind of processing and use and guarantees compliance therewith. Such confirmation will be regarded as guarantee and assumption of liability only if expressly so stipulated by us in writing.

9. If and to the extent that we issue mandatory regulations regarding use and storing, all deviations therefrom that are disadvantageous to the purchaser will be the purchaser's responsibility.

#### **VI. Liability**

1. Except for the cases specified in subpara. 2. hereinafter, any liability on our part for damages or reimbursement of expenses disbursed in vain, beyond the liability for defects pursuant to the preceding para. V, will be excluded in case of breach of duty regardless of the legal nature of the asserted claim. This applies also if and to the extent that breach of duty on the part of our statutory representatives or the persons employed by us in the performance of our obligations is involved.

2. The exclusion of liability pursuant to the preceding subpara. 1. does not apply in case of (i) claims of the purchaser under the German Product Liability Act or (ii) injury to life, body or health which is attributable to us or (iii) breach of duty involving gross negligence or intent or (iv) breach of a guarantee or material contractual duty, i.e. such duty the breach of which would endanger the purpose of the contract and the compliance with which the purchaser may legitimately rely on, or (v) malice. In such cases, we are liable in accordance with the statutory provisions. In case of breach of a material contractual duty involving ordinary negligence, our liability will, however, be limited to compensation for the typically foreseeable damage.

4. The above provisions do not imply a change in the burden of proof to the detriment of the purchaser.

#### **VII. Limitation**

1. Unless otherwise agreed upon, all claims and rights of the purchaser, for any legal ground whatsoever, will become barred by the statute of limitation nine (9) months after delivery of the goods. Where the goods have not been delivered, the period of limitation will start at the end of the year during which the claim arose. Shorter statutory limitation periods will take precedence.

2. If the „best before“ date specified for the goods is shorter than the limitation period specified in VII subpara. 1, claims for defects shall become time-barred upon expiry of the “best before“ date.

3. In derogation of subpara. 1. and 2., the statutory limitation period will apply to:

- claims for defects, where we have fraudulently concealed such defects or provided a guarantee for the condition of the goods,
- recourse claims of the purchaser within the context of a supply chain,
- damage claims or claims for the compensation of wasted expenditure resulting from injury to life, limb or health,
- other damage claims or claims for the compensation of wasted expenditure resulting from the intentional or grossly negligent breach of obligations,
- claims in accordance with the Product German Liability Act,
- damage claims or claims for the compensation of wasted expenditure resulting from the breach of any other essential contractual obligations.



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#### **VIII. Delivery and performance period, force majeure**

1. Delivery dates and periods, which can be agreed as binding or not binding, shall be stated in writing by E-Mail or Fax.
2. We will be entitled to make part delivery and/or part performance.
3. We will not be responsible for delays in delivery or performance as well as for impossibility of delivery due to force majeure or other events unforeseeable at the time of conclusion of the contract. Events of force majeure entitle us to postpone the delivery for the duration of the hindrance plus a reasonable period of adjustment or to rescind the contract, partially or wholly, because of the part not fulfilled. Force majeure events shall include, without limitation, strike, lock-out, mobilisation, war, blockade, failure due to weather conditions of pesticide or contaminant findings, natural or transport disaster, bad harvest or drought-related crop failures, fire damage, floods, unexpected pandemics or epidemics, export and import bans and other state intervention as well as operational disruptions or interruptions for which we are not responsible (in particular but without limitation due to interruption of or restrictions in the supply of energy) or official decrees, regardless of whether they occur on our part or on the part of our supplier. We will immediately notify our customer of the occurrence of an event of force majeure which will obstruct a forthcoming delivery. Where the hindrance persists for more than two (2) months, the purchaser may, after a reasonable additional period having been fixed, rescind the contract with respect to the still unfulfilled part of the delivery and any respective amounts paid by the purchaser in advance will be reimbursed to the purchaser without delay.
4. Requests for delivery of goods ordered and the division into individual part deliveries shall be undertaken in such a manner that production and delivery in accordance with the contract is possible for us.
5. In case of contract manufacturing, it is a prerequisite that the necessary preliminary materials will be made available to us, free domicile, in a timely manner and in appropriate quality. If these conditions are not fulfilled, we will be entitled to extend the delivery period or to rescind the contract and/or claim damages.

#### **IX. Retention of title**

1. The goods delivered will remain our property until full payment of all claims within the framework of our business relationship with the purchaser. The insertion of individual claims in a current account and the striking of a balance and the acknowledgement thereof will not affect the retention of title. Only receipt of the equivalent value by us will constitute payment.
2. The purchaser will be entitled to sell the goods, which are subject to retention of title, in the ordinary course of business. However, the purchaser may not pledge or assign these goods by way of security. The purchaser shall be obligated to secure our rights within the framework of the resale of the reserved goods on credit.
3. The purchaser shall be obligated to handle the reserved goods with care. In particular, the purchaser shall be obligated, at the purchaser's own cost and expense, to provide sufficient replacement value insurance coverage for the reserved goods against fire, water and theft.
4. The purchaser, here and now, assigns to us its claims under the resale of the reserved goods, and we hereby accept such assignment. Regardless of the assignment and our right to collect, the purchaser will be entitled to collect as long as the purchaser meets its obligations to us and its financial situation does not deteriorate.
5. If and to the extent that the purchaser refinances on a factoring basis, the purchaser, here and now, assigns to us its claims against the factor thereunder, in an amount equal to the balance still owed by the purchaser within the framework of the business relationship with us.
6. If the reserved goods are resold together with other goods, irrespective of whether without or after processing, combination, mixing or blending, the advance assignment agreed above shall apply only in an amount equal to the invoiced price of the reserved goods resold together with the other goods. On request, the purchaser shall provide us with the information on the assigned claims required for collection and notify the debtors of the assignment.
7. Any preparation or processing of reserved goods will be undertaken by the purchaser on our behalf without any obligations arising for us. In case of processing, combination, mixing or blending of reserved goods with other goods not belonging to us, our co-ownership share in the new item shall accrue to us in the proportion which the invoiced price of the reserved goods bears to the other processed goods at the time of processing, combination, mixing or blending. If the purchaser acquires sole ownership of the new item, it is agreed and understood between the contract parties that the purchaser shall grant us co-ownership of the new item in the proportion of the invoiced price of the processed and/or combined, mixed or blended reserved goods and shall keep the new item for us without remuneration.
8. The purchaser shall notify us forthwith of any execution levied by third parties against the reserved goods or the claims assigned in advance, submitting to us the documents necessary for an intervention. Any intervention costs shall be borne by the purchaser.
9. In the event of conduct of the purchaser contrary to the contract or, in particular, in case of arrears of payment (Zahlungsverzug), we will be entitled to rescind the contract and to repossess the reserved goods.
10. We undertake, on the purchaser's request, to release security accruing to us under the preceding provisions, at our choice, to the extent that the value thereof exceeds the claims to be secured by twenty percent (20%) or more.

#### **X. Terms of payment, arrears of payment (Verzug), right of retention**

1. Unless otherwise agreed upon, the purchaser shall be obligated to pay our invoices without deduction not later than within fourteen (14) days from receipt of the invoice and delivery. If the purchaser fails to make payment in a timely manner, we will be entitled to charge default interest in an amount equal to the rate charged by the bank for our current account credits, but not less than eight percent (8%) above the base interest rate applicable from time to time.
2. We will be entitled, despite any dispositions of the purchaser to the contrary, to credit payments first against the purchaser's older debts. If costs and interest have been incurred, we will be entitled to credit payments initially against the costs, thereafter against the interest and finally against the principal debt.
3. Payment shall be deemed effected at the time when we can dispose of the amount. In the case of cheques, payment shall be deemed effected at the time when the cheque is honoured. In case of agreed collection on the basis of the direct debiting system, payment shall be deemed effected at the time when we can irrevocably dispose of the amount. Payment by bill of exchange will require our consent. They will be accepted only on account of payment and subject to their eligibility for discount.
4. If the purchaser does not meet its payment obligations, in particular, if the purchaser does not honour a cheque or revokes payment made on the basis of the agreed direct debiting system or ceases to make payments or if other circumstances become known to us which call the creditworthiness of the purchaser into question, we will be entitled to declare the total residual debt to be immediately due and payable even if we have accepted cheques.



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5. The purchaser shall not have a right to withhold payment going beyond Section 320 German Civil Code and, in particular, no right to withhold payment towards earlier or other business transactions or business relationships.
6. Counterclaims may be set off only to the extent that the same are undisputed by us and due for payment or have become res judicata.

**XI. Place of performance, applicable Law, place of jurisdiction**

1. The place of performance of all liabilities under the contractual relationship is Reutlingen.
2. The contractual relationship shall be governed by the laws of the Federal Republic of Germany with the United Nations Convention on Contracts for the International Sale of Goods (CISG) being excluded.
3. Exclusive place of jurisdiction for all legal disputes arising from the contractual relationship or with respect to its origin or validity is Reutlingen. However, we are also entitled to bring a lawsuit at the competent court for the place of business of the purchaser.

**XII. Data protection**

As far as permissible according to valid statutory provisions, in particular according to the German Data Protection Law and the General Data Protection Regulation, we save, use and process data and information which we receive or obtain in the context of our cooperation. The purchaser hereby agrees with this and consents to such data and information being passed on within the wet-green GmbH. Upon justified request of the person concerned the data and information will be immediately deleted.

Reutlingen, 11/2022



Martin Bauer Group | PhytoLab | Europlant Group

wet-green GmbH | Innovationszentrum Leder  
Erwin-Seiz-Straße 7 | 72764 Reutlingen  
Tel.: +49 (0) 7121 1623 0 | Fax: +49 (0) 7121 1623 11  
contact@olivenleder.com | <http://www.olivenleder.com>

Umsatzsteuer-Identifikationsnummer: DE201697059 | Geschäftsführung: Albert Ferstl  
Internationaler Zahlungsverkehr: IBAN DE32 7607 0012 0700 3700 00 | BIC DEUTDEMM760  
AG: Stuttgart HRB 745668 | Bankverbindung: wet-green GmbH Deutsche Bank Nürnberg  
BLZ: 76070012 | Konto-Nr. 0700370000