

General Sales and Delivery Conditions

1. General

Opposing General Purchase Conditions shall not apply, even if we have not expressly contradicted them.

Our offers are subject to change. The order confirmation and other letters of confirmation shall be decisive for the Contract content. Verbal declarations shall only become valid when confirmed in writing.

2. Delivery, prices

2.1 Unless otherwise agreed, delivery and prices are ex warehouse Gruensfeld (ex Works – INCOTERMS 2000) excluding packaging, loading and dispatch.

2.2 The risk shall be transferred to the buyer as soon as the shipment has been handed to the person effecting transport or has left the seller's warehouse in order to be shipped. Replacement claims for damaged goods or false reports must be asserted to the company that is effecting transport. If the seller effects dispatch, this shall be done immediately and in writing. The buyer's signature or that of one of his agents or vicarious agents on the delivery note or invoices shall be considered as confirmation that the products were received undamaged and complete. Rejected goods must be held ready for inspection or returned upon request.

2.3 Due to constant fluctuations in the price of raw materials and the exchange rates and other matters, the seller is entitled to change the prices, also at short notice.

2.4 The prices on the price list valid at the time of ordering shall apply.

3. Terms of payment

3.1 Unless otherwise agreed, net cash payment shall be made no later than 5 days after invoice date. After this date the buyer shall be in default. Payment is only considered to have been effected when the seller can dispose of the money. In the case of cheques, payment is only considered effected when the cheque clears.

3.2 Should the buyer be in default, the seller is entitled to charge interest from the date of default. The seller may provide evidence of further damages. From the second reminder onward, the seller may charge a fee of € 5.00 plus VAT for each reminder.

3.3 Despite provisions from the buyer to the contrary, the seller is entitled to offset payments against older debts first. He shall inform the buyer of this type of settlement.

3.4 Should the seller learn that circumstances exist which challenge the buyer's creditworthiness, the seller shall be entitled to demand immediate payment of the entire remaining debt. The same shall apply if a cheque or debit transfer is returned due to insufficient funds.

3.5 The buyer may only offset claims that are undisputed or legally enforceable. A right of retention only applies to claims from the same contractual relationship.

3.6 A claim in itself shall not constitute a release from punctual and complete payment.

4. Delivery terms, availability

Should delivery be impeded permanently or partially, or made impossible by sub-suppliers, the seller is entitled to withdraw from the Contract. Furthermore, the possibility exists to postpone delivery for a reasonable time during the hold-up. Should the products not be available or only at a significantly higher price due to crop failure or other unforeseeable supply shortages, the Contract may be rescinded. In this respect, the seller shall not be liable.

5. Dispatch and packaging

The products shall only be insured at the time of shipment at the buyer's expressed written request.

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Rudolf-Diesel-Str. 19, 71711 Murr,
Handelsregister, Amtsgericht Stuttgart,
HRB Nr. 320553
Vorsitzender des Aufsichtsrates: Michael Schreyer
Vorstand: Dr. Markus Kampf

USt.IdNr.: DE 813 577 228
Steuer-Nr.: 71390/03509
EG-Kontroll-Nr.:
D-BW-007-05177-BC

Volksbank Brackenheim-Güglingen eG
Konto 301 565 007, BLZ 620 914 00
IBAN: DE 61 6209 1400 0301 565 007
BIC: Genodes 1VBR
LBBW Kto: 4 016 155 (BLZ: 600 501 01)

6. Minimum order

Unless otherwise agreed, the minimum order quantity is 500 kg total product weight or a product value of at least €1000.00.

7. Limitation of liability

The seller is liable for deficiencies of the delivery if the buyer has properly fulfilled his obligations of inspection and notice of defects pursuant to Art. 377 HGB [German Commercial Code] as follows:

7.1 Should the goods be deficient, the seller may choose to either remove the deficiency or deliver perfect products (supplementary performance). A precondition for this liability is that the deficiency is not insignificant. Should one or both of these types of supplementary performance be impossible or excessive, the seller is entitled to refuse.

The seller may refuse the supplementary performance as long as the buyer does not meet his payment obligations to him in the amount equivalent to the defect-free portion of the performance already effected.

7.2 Should the supplementary performance mentioned in the above paragraph be impossible or fail, the buyer has the right to choose to either lower the purchase price accordingly or withdraw from the Contract pursuant to legal provisions. This applies, in particular, in the event of culpable delay or refusal to effect supplementary performance, and also if this has failed twice.

7.3 Further claims from the buyer are excluded irrespective of legal basis (in particular damage claims arising from violating collateral contractual duties, impermissible actions as well as other delictual liability and claims for reimbursement of expenses except those pursuant to Art. 439 (2) BGB [German Civil Code]). This shall apply, in particular, to claims from damages outside of the purchased item as well as to claims for the replacement of lost earnings. The above limitation of liability shall not apply if an exclusion or limitation of liability has been agreed on the liability for danger to life, limb or health that is based on a culpable violation of a duty by the seller, his legal representative or his vicarious agents. Likewise, exclusion of liability shall not apply for other damages that are based on an intentional or gross negligent violation of duty by the seller or on an intentional or gross negligent violation of duty by the seller's legal representative or vicarious agents.

7.4 In the event of a culpable violation of an essential contractual duty or a "cardinal duty", liability shall not be excluded but limited to the kind of damage common for this type of contract and foreseeable. Furthermore, exclusion of liability shall not apply in cases where the product liability law covers personal and material damage to privately used items. If a warranty has been given and a quality assured, the defects included in this fall away, not the exclusion of liability.

In the case of reimbursement of expenses, the above shall apply accordingly.

7.5 The claim for supplementary performance is limited to one year after the delivery of the purchased item. The entitlement to abatement and exercising the right of withdrawal are excluded, if the supplementary performance has become time barred. However, in the case of paragraph 3, the buyer may refuse to pay the purchase price, if he had been entitled to this due to withdrawal or abatement.

8. Retention of title

The products remain the seller's property until all claims that the seller has against the buyer from all business transactions have been fully paid. In the event of default and after reminders, the seller is entitled to repossess the products and the buyer is obligated to surrender them. An application to initiate insolvency proceedings on the buyer's assets entitles the seller to withdraw from the Contract with immediate effect. In this case, the seller is entitled to repossess the products.

9. Place of jurisdiction

German law shall exclusively apply to the contractual relationships. Should the buyer be a registered trader in terms of the commercial code, Murr shall be the exclusive court of jurisdiction for all disputes arising directly or indirectly from the contractual relationship.

10. Partial Nullity

Should one of the provisions in these General Terms and Conditions or a provision within other agreements be or become ineffective, the validity of all other provisions or agreements shall not be affected.

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