

Landguth Heimtiernahrung GmbH - General Terms and Conditions of Delivery and Payment

1. General

Our deliveries and services are carried out exclusively on the basis of the following terms and conditions. This also applies to all future transactions, even if these conditions have not been specifically referred to in individual cases.

Deviating purchasing terms and conditions or other terms and conditions of our contractual partner –hereinafter referred to as the customer- are hereby expressly excluded. They do not bind us even if we do not expressly object to them when concluding the contract.

2. Offers and conclusion of contract

Our offers are subject to change with regard to delivery quantity, delivery time and price until we confirm them in writing.

3. Prices

- All prices are exclusive of VAT.
- We reserve the right to change our prices if, after conclusion of a contract, cost increases of at least 3% respectively occur in comparison with the costs on which the offer calculation was based, in particular due to changes in the price of materials. We shall provide proof of such cost increases to the customer upon request (price adjustment clause). Such a price adjustment will take place at the earliest two months after a supply contract has been concluded. It must be announced two weeks in advance.

In the event of a unilateral price increase, the customer has the right to withdraw from the supply contract within one week of notification of the price increase.

4. Payment/prohibition of offsetting/right of retention

- Our invoices are to be paid immediately and without deductions. The customer bears the costs of the transfer. Incoming payments from the customer will be charged in accordance with Section 366 Paragraph 2 of the German Civil Code (BGB).
- In the event of late payment, the customer must pay default interest of 10%, however at least the statutory default interest rate in accordance with Section 288 of the German Civil Code (BGB). To the extent that the interest rate in accordance with sentence 1 exceeds the statutory default interest in accordance with Section 288 of the German Civil Code (BGB), the customer is free to prove that no damage has been caused by the default or that damage has been incurred to a lesser extent. If we prove that there higher damage has been caused by the default, we reserve the right to assert this.
- If the customer defaults on a payment, all claims become due immediately, even if we have accepted bills of exchange to settle them.
- If there is a significant deterioration in the customer's financial circumstances that jeopardises our claim, we are entitled to demand advance payment or appropriate security. This also applies if such circumstances that existed before the conclusion of the contract only become known to us subsequently. If the advance payment or security is not made within the grace period despite a reminder and a reasonable grace period, we are entitled to withdraw from the contract or to demand compensation instead of performance. In the aforementioned cases, payment or security cannot be made dependent on the return of current bills of exchange.
- Offsetting by the customer against counterclaims is excluded unless the counterclaims are undisputed or have been legally established. The assertion of a right of retention by the customer is excluded unless it is based on the same contractual relationship or the counterclaims are undisputed or have been legally established.
- We are fully entitled to assign our claims to third parties.

5. Delivery time/delivery

- Agreed delivery times are only binding if they have been confirmed by us in writing or in text form as fixed delivery dates.
- Proper and timely deliveries by our suppliers are reserved. We will notify the customer as soon as possible of delivery delays that arise due to incorrect or late deliveries by our suppliers.
- In the event of delivery delays due to force majeure, riots, strikes, lockouts, exhaustion of raw materials or operational disruptions for which we are not responsible, including those of our suppliers, the service time is extended by the period until the disruption is remedied, insofar as the disruption affects the production or delivery of the delivery item. We shall inform the customer of the beginning and end of such impediments as soon as possible. We also have the right to withdraw from the contract in whole or in part in the event of permanent operational disruptions due to force majeure, riot, strike, lockout, raw material exhaustion or operational disruptions for which we are not responsible or in the event that we are not supplied by our upstream suppliers through no fault of our own, to the exclusion of any claims for compensation.
- Reasonable partial deliveries are permitted.

6. Storage instructions

The hygiene regulations of the individual federal states are primarily decisive for storage and preservation.

7. Official sampling

When taking official samples, a counter sample must be requested and immediately sent to us for counter examination in the officially sealed form handed over by the official or handed over to our representative.

8. Labelling

If local and commercial customs differ, the correct labelling when reselling the goods is the responsibility of the customer.

9. Claims for defects/compensation

- In the case of justified complaints, subsequent fulfilment will be carried out at our discretion through rectification or a replacement delivery. In addition, the customer is entitled to the further legal claims of withdrawal from the contract and a price reduction, provided that the legal requirements for this are met. Section 377 HGB remains unaffected.
- We, our legal representatives and vicarious agents are only liable for unlimited damages if the customer's claim for damages

a) is based on intentional or negligent injury to life, body or health by us, one of our legal representatives or vicarious agents or

b) on an intentional or grossly negligent breach of duty by us, our legal representatives or vicarious agents or the fraudulent concealment of such

c) based on the product liability law or

d) based on the violation of a guarantee, in particular non-compliance with a procurement guarantee. If the above requirements are not met, in the event of a breach of an essential contractual obligation (cardinal obligation) due to simple negligence, our liability is limited

to the amount of typically occurring and foreseeable damage.

e) It is not permitted to export goods produced by Landguth to a third country outside the EU without confirmation on the part of Landguth. The exporter is liable for all legal matters resulting from an export.

The legal provisions regarding the burden of proof shall remain effective. Any further claims for damages, regardless of their legal basis, are excluded.

10. Limitation of claims for defects

- The customer's claims due to defects expire after one year, unless they are claims for reimbursement of expenses in accordance with Section 478 Paragraph 2 of the German Civil Code (BGB) or
- the defect is due to an intentional breach of duty by us, our legal representatives or our vicarious agents or
- these are claims for damages that are not excluded in accordance with Section 9.2.

In cases 1 to 3, the statutory limitation periods apply.

The legal provisions regarding suspension, suspension of expiry and the new start of the statute of limitations remain effective.

11. Retention of title

- We retain title to all goods delivered by us (reserved goods) until the purchase price has been paid in full. If the customer is an entrepreneur, we reserve title to all goods delivered by us until all of our claims from the business relationship, including from subsequently concluded contracts –regardless of their legal basis- have been settled.
- The customer is entitled to resell the goods in the normal course of business as long as the customer is not in default in fulfilling its obligations to us and does not cease making payments. The following applies in detail:
 - The processing or transformation of the reserved goods is carried out on our behalf as a manufacturer within the meaning of Section 950 of the German Civil Code (BGB), without any liability being assumed by us. By processing or transforming the reserved goods, the customer does not acquire ownership of the new item in accordance with Section 950 of the German Civil Code (BGB). If the reserved goods are processed, mixed, blended or combined with other items, we acquire co-ownership of the new item in a proportion that corresponds to the ratio of the invoice value of our reserved goods to the total value. The provisions applicable to the reserved goods apply accordingly to the co-ownership proportions arising under the above conditions.
 - The customer hereby assigns its claims from the resale with all ancillary rights to us, even proportionately to the extent that the goods are processed, mixed or combined and we have acquired co-ownership of them in the amount of our invoice value. If the reserved goods are processed, mixed or combined, we are entitled to a fraction of the respective claim from the resale in relation to the invoice value of our reserved goods to the invoice value of the item. If the reserved goods are sold by the customer together with other goods not delivered by us, the customer hereby assigns to us a share of the claim from the resale in the amount of the invoice value of our reserved goods. If the customer has sold this claim within the scope of non-recourse factoring, it shall assign to us the claim against the factor taking its place. If the customer places the claim from the resale in a current account relationship with its buyer, the customer hereby assigns its claims from the current account relationship to us in the amount of the invoice value of the reserved goods. We hereby accept the above assignments.
 - The customer is only entitled to resell if it also reserves ownership until its claims from the resale have been paid in full.
 - The customer is entitled to collect the claims assigned to us until we revoke our consent. The collection authorisation expires in the event of revocation if the customer defaults on payment or if the customer ceases payment. In such case, we are authorised by the customer to inform the buyers of the assignment and to collect the claim ourselves. The customer is obliged to provide us, upon request, with a precise list of the claims to which it is entitled, including the names and addresses of the buyers, the amount of the individual claims, the invoice date, etc., and to provide us with all information and documents necessary for the assertion of the assigned claims and to permit the verification of this information.
 - Amounts received by the customer from assigned claims must be kept separately for us until the transfer is made.
- Pledges or assignments as security of the reserved goods or the assigned claims are not permitted. We must be informed immediately of any attachments, stating the name of the attachment creditor.
- If the value of the securities to which we are entitled exceeds our total claim against the customer by more than 10%, we are obliged to release this at the buyer's request.
- The customer shall store the reserved goods for us free of charge. The customer must insure them to the usual extent against common risks such as fire, theft and water. The customer hereby assigns to us its claims for compensation to which it is entitled for damages of the aforementioned type against insurance companies or other parties liable for compensation in the amount of our claims. We hereby accept such assignment.

12. Place of performance/jurisdiction

Unless otherwise stated in the order confirmation, the place of fulfilment for all liabilities is our registered office in 26632 Ihlow/Riepe. The exclusive place of jurisdiction for all disputes arising from the concluded contract is Aurich.

Severability clause

If individual provisions of the contract concluded, including these terms and conditions, are or become wholly or partially invalid, this shall not affect the validity of the other provisions. The completely or partially invalid regulation must be replaced by a regulation with an economic purpose that comes as close as possible to that of the invalid regulation.

13. Choice of law

The substantive law of the Federal Republic of Germany applies exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (Vienna UN Convention on Contracts for the International Sale of Goods, CISG)

As of: November 2023