

## **General Terms of Sale and Delivery of AnimalPRO nutrition GmbH**

for contracts concluded with commercial and public enterprises,  
effective from August 2020

### 1. General

1.1 The terms of sale and delivery set out below are valid for all sales contracts concluded by animalPRO nutrition GmbH (APN) as the Seller. Differing or contrary terms shall not apply except if expressly agreed upon in writing. Supplementary the INCOTERMS are applicable in their respective prevailing version.

1.2 These terms of sale and delivery shall also govern all future transactions between the parties and shall also apply if we perform delivery despite APN's knowledge of differing or contrary terms.

1.3 Statements of avoidance, withdrawals, notices of termination and setting deadlines must be in writing or text form (e.g. letter, email, fax) to be effective.

### 2. Offer, Acceptance and Prices

2.1 Insofar as the order constitutes an offer within the meaning of section 145 German Civil Code ("BGB") APN is entitled to accept the offer within two weeks.

2.2 APN's prices are ex works, exclusive of the respective statutory VAT and exclusive of costs for packaging, except as otherwise expressly agreed upon. The weight upon departure shall form the sole basis for the calculation of the sales price.

### 3. Delivery, Performance and Time Periods

3.1 Delivery is conditioned upon timely and proper performance of all duties of the purchaser. Defences based on non-performance of the contract are reserved.

3.2 In case of default in acceptance or other breach of duties to cooperate by the purchaser we are entitled to claim any resulting damage including but not limited to additional expenses, if any. Further damages are reserved. In this case, the risk of loss or damage to the goods passes to the purchaser at the time of such default or breach of duty to cooperate.

3.3 If delivery is delayed by unforeseeable circumstances of any kind, e.g. amendments of legal provisions, legal prohibition of import or export, animal infectious diseases, impediments of transport, damages of machinery, labour conflicts, interruptions of operations or force majeure, a reasonable extension of periods is granted. This also applies in the event of such circumstances occurring at a time when APN is already in default. APN is not obliged to reimburse the purchaser for costs caused by such unforeseeable delays.

3.4 If APN cannot meet binding delivery deadlines for reasons for which APN is not responsible (non-availability of the service), APN will inform the purchaser of this immediately and at the same time inform the purchaser of the expected new delivery deadline. If the service is also not available within the new delivery period, APN is entitled to withdraw from the contract in whole or in part; APN will reimburse without delay any consideration already paid by the purchaser. A case of non-availability of the service in this sense is especially the non-timely self-supply by a supplier of APN, if APN has concluded a congruent hedging transaction, neither APN nor the supplier is at fault or APN is not obliged to procure in individual cases.

3.5 If after conclusion of the contract APN becomes aware of circumstances, which make the credit worthiness of the purchaser or the fulfilment of the purchaser's performance duties appears doubtful or if the purchaser has totally or partially delayed duties for cooperation or payment for more than 14 days after fixation of a period of time, APN shall be entitled, to postpone the performance of his duties until all outstanding accounts receivable have completely been settled and to demand prepayment of any and all accounts receivable under all contracts concluded with the purchaser including bills accepted by the purchaser.

3.6 APN is entitled to deliver to the purchaser partial quantities reasonable in the ordinary course of business. The purchaser is obliged to pay for the relative partial quantities. All partial deliveries under a contract shall be regarded as separate transactions. APN is entitled to additional or short deliveries up to 5% of the agreed total quantities. Such deliveries have to be paid.

### 4. Default, Offset and Retainer

4.1 In case of default interest in the amount of 8 % above the respective base interest rate p. a. shall accrue. APN is entitled to claim further damages for delay.

4.2 The purchaser shall be entitled to offset only insofar as the purchaser's counterclaim is acknowledged, undisputed or assessed in a legally binding judgement. The purchaser is entitled to claim retainer rights only to the extent such rights are based on the same transaction.

4.3 If the purchaser does not comply with a legitimate request for prepayment in accordance with No. 3.5 within 5 business days APN is entitled to postpone the performance of all contracts concluded and – after giving a grace period of further 5 business days – to refuse the fulfilment of contracts not yet performed and additionally claim damages or withdraw.

#### 5. Retention of Title and Assignment of Claims

5.1 APN retains title to the goods until receipt of all payments in full. In case of breach of contract by the purchaser including, without limitation, default in payment, APN is entitled to take possession of the goods.

5.2 As long as the purchase price has not been completely paid, the purchaser shall immediately inform APN in writing if the goods become subject to rights of third persons or other encumbrances.

5.3 The purchaser may resell goods subject to the above retention of title only in the course of his regular business. For this case, the purchaser hereby assigns all claims arising out of such resale, whether the goods have been processed or not, to APN. Notwithstanding APN's right to claim direct payment the purchaser shall be entitled to receive the payment on the assigned claims. To this end, APN agrees to not demand payment on the assigned claims to the extent the purchaser complies with all his obligations for payment and does not become subject to an application for insolvency or similar proceedings or to any stay of payments.

5.4 Insofar as the above securities exceed the secured claim by more than 10 %, APN is obligated, upon its own election, to release such securities upon the purchaser's request.

5.6 If the purchaser's assistance is required to render the retention of title effective, e.g. for registrations required by the law in the country of the purchaser, the purchaser is obliged to act accordingly. This is a substantial primary performance obligation.

5.6 If the purchaser is in default of payment APN is entitled to prohibit the purchaser from selling the reserved property goods or their treatment, processing, combination, mingling or mixture with other goods as well as their removal and to claim the surrender of the reserved property goods or of the treated and processed reserved property goods after APN has fixed an adequate period of grace.

5.7 If APN exercises its right of retention of title, especially if APN claims surrender of the goods, this shall be considered as a withdrawal from the contract. APN is still entitled thereafter, to claim damages according to the general provisions irrespective of the withdrawal.

#### 6. Warranty, Notification of Deficiencies and Risk Assumption

6.1 Goods must be inspected by the purchaser immediately without any delay after delivery to the agreed place of delivery regarding quantity and quality inasmuch as this is possible and reasonable. For the determination of quantities, the ascertainment of the respective carriers are regarded as rebuttable evidence, also in the mutual relationship of the parties.

6.2 Inasmuch as defects cannot be discovered upon a commercial and sensorial inspection the purchaser has to draw representative samples for the purpose of examination and/or to instruct an expert to carry out the urgent inspection and examination.

6.3.1 Provided defects or non-conformities can be discovered without experts the purchaser has to notify the Seller immediately of such defects, latest within 5 business days in case of domestic German trade, at the latest within 10 business days after delivery respectively release at the agreed place in case of international transactions. The consultation of a neutral expert is required whenever certain circumstances/deficiencies can only be ascertained by him and this is commercially usual. If the employment of an expert is required samples have to be submitted to him in domestic German trade within 5, in international trade within 10 business days after delivery with an indication of urgency. Notifications of defects must be declared to the purchaser within 3 business days after receipt of the results of the analysis, at the latest within 3 weeks from arrival of the goods at the contractual place of destination, unless the examination by the neutral expert's has taken longer time.

6.3.2 To become effective, notifications of non-conformity must be made in writing or text form (e.g. letter, email, fax) and contain a definite specification of the individual defects objected.

6.4 Warranty and/or damage claims against APN are excluded in case of defects or non-conformities which are either recognisable or ascertainable by experts. This also applies if prior to termination of the ascertainment by APN the purchaser has removed the goods or parts thereof from the place of inspection, opened, treated, processed or otherwise modified or forwarded them (except drawing of samples for the purpose of inspection).

6.5 The purchaser is obliged to secure claims of recourse against the respective carrier by registration of claims on time in the transport documents or to state damages or defects otherwise on time in writing and to obtain a confirmation from the driver if possible. If these duties are violated or if the records regarding the complaints are not presented within 2 weeks upon request, the claims of the purchaser based on the concrete complaint shall lapse.

6.6 If payment against documents has been agreed, notifications of defects do not entitle the purchaser to refuse or to delay the taking up of documents and the payment of the purchase price.

6.7 If there is a non-conformity of the goods, the Seller shall be entitled to a supplementary fulfilment in his choice by a replacement delivery or by remedy of the defects. In both cases APN is obliged, to pay a reimbursement for any necessary expenses, especially the costs of transport and re-transport, the costs of labour and/or material, provided these costs have not been increased by the fact that the sold goods have been transported to another place but the place of fulfilment. If two or more replacement deliveries or trials for a supplementary fulfilment fail or if the APN delays the replacement delivery or supplementary fulfilment in an inadequate manner or way, the purchaser shall be entitled to the general legal rights without giving a further period of grace. In cases of a correct replacement delivery or remedy of defects claims for damages are excluded provided these are not costs of the purchaser's in connection with the redelivery or supplementary fulfilment.

6.8 If the subject matter of the contract is the manufacturing of products, e.g. by chemical procedures or mixtures and/or supplies the purchaser/customer certain raw materials and supplies or/and instructions for the processing, claims of the purchaser because of any deficiencies are excluded, if the deficiency has to attributed to a material delivered by the purchaser or to his instructions for the production/processing, APN is not obliged to examine or check the quality of the foreign materials nor the fitness of instructions for the production or for the mixture.

## 7. Liability

7.1 In case of intent or gross negligence by APN or by APN's agents or assistants in performance APN is liable according to the provisions of applicable law; the same applies in case of breach of fundamental contract obligations. To the extent the breach of contract is unintentionally APN's liability for damages shall be limited to the typically predictable damage.

7.2 APN's liability for culpable damage to life, body or health as well as our liability under the Product Liability Act shall remain unaffected.

7.3 Any liability not expressly provided for above shall be disclaimed.

## 8. Place of Performance, Applicable Law, Jurisdiction

8.1 Place of performance for the delivery is the agreed place of delivery or of loading, otherwise the nominated storehouse of APN, in case of no other agreement Bad Oldesloe, for the payment of the sales price: Bad Oldesloe.

8.2 The law of the Federal Republic of Germany shall be applicable, excluding the Convention on Contracts for the International Sale of Goods.

8.3 Any and all disputes arising out of or in connection with this contract, also with reference to the validity or the termination of the contract, shall be decided by the ordinary courts in Bad Oldesloe or Lübeck. APN may also bring action against the purchaser at the place of the purchaser's residence.

8.4 If one or more provisions of these terms of sale and delivery are or become invalid or void, or if it contains a gap, the validity of these terms of sale and delivery shall not thereby be affected. The parties are obliged to replace any invalid or void provision with a valid provision which comes closest to what the parties had intended with respect to the purpose under the invalid or void provision.