

NOREVO GmbH
GENERAL TERMS AND CONDITIONS OF PURCHASE

1. Applicable Conditions and Scope of Application

1.1 The order of goods or services is exclusively subject to these General Terms and Conditions of Purchase. The confirmation of order shall always mean that there is agreement with the application of our General Terms and Conditions of Purchase: the acceptance of goods or services with the knowledge of contrary conditions is not an acceptance of contrary conditions. Our General Terms and Conditions of Purchase shall also apply to subsequent orders as an agreed content of the contract.

1.2 General terms and conditions provided by the Supplier which differ from these General Terms and Conditions of Purchase, even if not explicitly contested by us, shall not be binding on us unless we have expressly consented thereto in writing.

2. Orders

2.1 Orders or any amendments or extensions thereof or any orders on call are only binding if they are made or confirmed by us in writing. We shall remain bound by our written order for two weeks from the date of the order. Order confirmations received by us after the expiry of this period shall be deemed a new order which requires written acceptance by us.

2.2 The contract is concluded on the receipt by us of the Supplier's written order confirmation or on the acceptance by us of the delivery. If the content of the order confirmation is different from the content of the order, the Supplier must expressly and separately refer to a deviating acceptance of the conclusion of the contract. In this case a contract is not formed until it has received our written approval.

3. Prices

The agreed prices are fixed prices. To the extent it is not agreed otherwise, the prices shall include free delivery, i.e. costs to a receiving agent nominated by us and packaging, haulage and storage costs usual to the trade as well as any customs duty. The Supplier shall also bear the shipping costs, even if we request a particular mode of shipment.

4. Delivery

4.1 The place of performance is the receiving agent nominated by us; the shipping occurs at the Supplier's risk. On free delivery to the receiving agent nominated by us, the Supplier must cover the transport insurance for us free of charge. Agreed deadlines and time limits are binding; if a delivery time limit is specified, this shall run from the date of the order. Decisive for the question of adherence to time limits is the receipt of the goods by the nominated receiving agent.

4.2 If the delivery is not agreed to be free to the nominated receiving agent the Supplier must supply the goods at the right time, taking into account the usual times for loading and delivery. The same principles are binding with respect to delivery deadlines in case of deliveries on call if the Supplier does not immediately contradict this.

4.3 With respect to excess deliveries that have not been agreed we are entitled either to accept the excess goods with the appropriate costs being charged to the account or to store them at the expense of the Supplier until they are collected, or to return them at the Supplier's expense.

4.4 If the Supplier does not make the delivery within the agreed time, it is liable under the statutory provisions to the extent that it is not otherwise agreed herein. In the event of a delay in delivery we have the right to rescind the contract or to claim damages instead of fulfilment after a reasonable period of time to render the performance has lapsed without success.

4.5 Taking wider compensation claims into account, on delay by the Supplier we are entitled to claim as a contractual penalty 0.5 % of the total value of the order for each commenced week in respect of which the delivery deadline has been exceeded, up to a maximum of 10 % of the total value of the order. The Supplier must immediately inform us of any expected delays in delivery or a possible failure to comply with the delivery in whole or in part and must provide reasons therefore together with the supposed duration of the delay. If we accept a delayed delivery, we may also claim the rights mentioned in clause 4.4 even if we have not expressly reserved this right on the acceptance of the goods.

4.6 In cases of force majeure, such as for example war, transport or operational disturbances, industrial disputes, restrictions of foreign currency or other obstructions to delivery not within our control, we are entitled to rescind the contract in whole or in part or to request performance at a later date without the Supplier deriving any rights therefrom. A claim of force majeure must be made by us or the Supplier in writing within a week of becoming aware of the event in question.

4.7 For each individual consignment the Supplier must send a notice of delivery on the day of dispatch separately from the goods and the invoice.

4.8 A prolonged and extended retention of title by the Supplier, in particular the retention of title to the goods delivered until full payment of all claims arising out of the entire business relationship, is excluded. In particular the Supplier has no processing right under sec. 950 of the German Civil Code ("Bürgerliches Gesetzbuch").

5. Payment

5.1 To the extent that there is no separate agreement net payment shall be made within 30 days. The time limit within which payment must be made shall not begin until the goods have been received according to the contract including the proper consignment notes and invoices.

5.2 The Supplier can only assign his claims or have them enforced by third parties with our prior consent.

5.3 The time of payment does not affect the warranties made by the Supplier or the right to give notice of defects. In the event that the delivery is faulty we are entitled to retain payment for the value of the faulty part until due performance has been made.

6. Quality

The goods delivered including their packaging must correspond to the respective national and foreign statutory provisions (e.g. German Code on Foodstuffs and Feedstuffs ("Lebensmittel-, Bedarfsgegenstände- und Futtermittelgesetzbuch" (LFBG)), to the generally accepted standards regarding the goods and their packaging as well as to the warranted qualities and quality requirements set out in the order. The Supplier is obliged to refer us in writing to any limitations on the use of the goods. The same applies for any declaratory duties in respect of manufactured goods made with the use of the goods delivered.

7. Warranty

7.1 The obligation to inspect and notify of defects begins in every case when the delivery has been received at the place of delivery specified in the order and the proper documents (in particular notification of dispatch and consignment note) have been submitted. We are entitled to notify of the defects within 14 working days after receipt of the goods at the place of delivery; with respect to hidden defects, within 14 working days from discovery of the defect.

7.2 On delivery of faulty goods the Supplier is obliged on our request to sort out the faulty goods as well as - at our choice - to carry out an improvement or subsequent delivery within a reasonable period of time fixed by us. In this case the supplier shall bear all costs which have to be incurred to remedy the defect. The supplier is not entitled to refuse the type of subsequent performance demanded by us. To the extent that improvement or subsequent delivery does not remedy the defect or is unacceptable to us or that the same goods are again delivered in a defective condition, we are entitled to reduce the purchase price or to rescind the contract, also as far as the unfulfilled part of the supply is concerned.

7.3 If goods of animal origin delivered by the supplier are not deemed to be suitable for import as a result of the import examination at the external frontiers of the EU which is mandatory for products of animal origin, we are entitled to send back the goods at the expense and on account of the supplier. Our further statutory and contractual claims shall remain unaffected by this.

7.4 The warranty terminates 2 years after the date of delivery of the goods ordered. In case of subsequent performance the warranty period shall be extended by the duration of such subsequent performance, but shall in any event terminate at the latest 3 years after delivery to us.

7.5 If we notified the Supplier that we bought goods for export, then the stated place of delivery for this export shipment shall be the place of delivery and we are entitled to take over the goods and send them on without investigation. All time limits for investigation and notification do not start until the moment in which the foreign buyer has the possibility to inspect, at the earliest on unloading at the place of delivery.

7.6 To the extent that it is not otherwise determined above the warranty shall be determined in accordance with the statutory provisions. The prescription of warranty claims is suspended from the notification of the defect until the express denial of the warranty or the breaking off of negotiations thereon.

8. Liability

8.1 The Supplier must indemnify us from producer liability claims of third parties insofar as he would also be directly liable. This also applies to strict liability such as under the German Product Liability Act ("Produkthaftungsgesetz"). For this indemnification the Supplier must have reasonable insurance.

8.2 To the extent that no other liability rule is provided for elsewhere in these General Terms and Conditions of Purchase, the Supplier is obliged under the following clauses 8.3 to 8.7 to compensate for loss or damage incurred by us directly or indirectly as a result of faulty deliveries, breach of security regulations by the authorities or for any other reason for which the Supplier is responsible:

8.3 The obligation to compensate generally only exists if the loss or damage is caused by the fault of the Supplier.

8.4 If a claim is made against us on the basis of strict liability towards third parties under mandatory foreign law the Supplier shall indemnify us and hold us harmless against any such charges to the extent that he would also be directly liable to the third party. For the settlement of compensation between us and the Supplier the provisions of sec. 254 of the German Civil Code ("Bürgerliches Gesetzbuch") (joint debts) shall apply accordingly. This shall also apply in the event of direct claims made against the Supplier.

8.5 The obligation to compensate is excluded insofar as we have effectively limited our liability to our consumer.

8.6 The Supplier shall be liable for measures taken by us to mitigate our loss (e.g. re-calling campaigns) to the extent that these measures are caused by the defects in the goods delivered. Sec. 254 of the German Civil Code ("Bürgerliches Gesetzbuch") shall apply accordingly.

8.7 We have the right to enter into settlement agreements with injured third parties; the Supplier's obligation to compensate remains unaffected, as long as such settlements were commercially advisable.

9. Defect of Title

The Supplier is liable for defects in title, in particular by reason of the goods delivered being subject trade mark rights. It indemnifies us and our customers and holds us and our customers harmless against any such charges arising out of defects in title to use the goods in a way corresponding to this contract.

10. Use of Confidential Information

All information connected to our order and arising from the business relationship may only be used for deliveries to third parties with our prior written consent. They must be treated as absolutely confidential even after execution of the order. We shall also undertake to adhere to the same obligation of confidentiality.

11. Final Provisions

11.1 All agreements must be set out in a writing. Any alterations to and extensions of this contract, including this clause, must be in writing in order to be valid. This also applies to subsidiary and supplemental agreements. We are not bound by oral agreements or assurances of our employees.

11.2 If a contracting party ceases payment or if insolvency proceedings over its assets are applied for or judicial or extra-judicial composition proceedings are applied for, then the other party is entitled to rescind the non-performed part of the contract.

11.3 If a provision of this contract is or becomes partly or completely invalid, the remaining provisions of this contract shall not be affected by the invalidity of such provision. The invalid provision shall be replaced by a valid provision reflecting, in an economic respect, as closely as legally possible the objectives of the invalid provision. The same applies to possible gaps in this contract.

11.4 The relations between us and the Customer are governed by the laws of the Federal Republic of Germany. Neither the UN-treaty (CISG) nor any other existing or future bilateral or international treaty, even after its implementation into German law, shall be applicable.

11.5 Place of jurisdiction for all disputes arising in connection with the contract shall be at our choice either Hamburg or the company seat of the Customer; for lawsuits filed by the Customer, Hamburg shall have exclusive jurisdiction. Any statutory provisions regarding exclusive jurisdiction remain unaffected. This jurisdiction clause does not apply to Customers who are not commercial businessmen. At our choice a court of arbitration shall have jurisdiction for all dispute arising from or in connection with the contract. With respect to a particular dispute we are obliged, on request by the Supplier, to exercise our right of choice within two weeks. After expiration of this period the right of choice can not longer be exercised. In this case an ordinary court of law has jurisdiction. The court of arbitration applied to shall be the competent one for the association regarding the article of merchandise in question. Depending on the goods delivered this may be the "Verein des Deutschen Einfuhrgroßhandels von Harz, Terpentinöl und Lackrohstoffen e.V. (Harzverein)", "Vereinigung der am Drogen- und Chemikalien-Groß- und Außenhandel beteiligten Firmen e.V. (Drogen und Chemikalienverein)" or "Verein zur Förderung des Hamburgischen Handels mit Kolonialwaren und getrockneten Früchten (Waren-Verein der Hamburger Börse e.V.)". We are also entitled to apply to the "Hamburger Freundschaftliche Aribtrage und Schiedsgericht" at the Chamber of Commerce in Hamburg. This arbitration clause does not apply to suppliers who are not businessmen.

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