

Agromed Austria GmbH Terms and Conditions of Sale and Delivery

Unless otherwise agreed in writing, the following Terms and Conditions shall apply to all sales and deliveries of Products by Agromed Austria GmbH. Agromed Austria will not accept any conflicting general terms and conditions of the Buyer.

1. Order acceptance

An oral order is only considered accepted upon written order confirmation from Agromed Austria. The rejection of a written order is to be declared in writing within 14 days of receipt, otherwise it shall be deemed accepted with the date of the order confirmation.

2. Place of performance for delivery

Unless otherwise agreed by the Parties, the place of performance for delivery shall be the place of loading at the respective supplying plant where the Products are loaded onto the vehicles used for transport. This shall especially apply in case free delivery has been agreed or in case the Buyer wants the Products to be delivered to a different destination. Any agreement on different times of performance shall not be affected hereof. Agromed Austria GmbH shall neither be liable for the state of the transport vehicles, nor for their timely arrival at the destination.

3. Freight and transport risks

- (1) In sales transactions agreed free at place of loading of the respective supplying plant, the Buyer shall bear the risk of freight and transport.
- (2) For sales transactions agreed "Carriage paid", the Seller shall bear the freight risk and the Buyer shall bear the transport risk.
- (3) For sales transactions agreed delivery free at destination, the Seller shall bear the transport risk and the costs to that place.

4. Extension of term

Should the Buyer suffer any damages due to a delay caused by Agromed Austria GmbH, he shall be entitled to fix a reasonable period for Agromed Austria GmbH to perform the delivery; he can do this in writing, by telex or telegraph after the original term has passed. Once the extended period has passed as well, he shall be entitled to withdraw from the contract. The maximum amount and the kind of claim for damages due to withdrawal from a contract shall be limited to the value of the delivery without the cost of freight. If the extension of term is fixed even before the original term has expired, it shall become effective the first business day after the original term has expired. Revoking an extension of term shall be subject to the consent of Agromed Austria GmbH. Any other or extended rights under Buyer's claims due to delays in delivery are excluded.

5. Performance

- (1) Place of performance for delivery shall be the registered office of Agromed Austria, even if handover takes place in another location as agreed. In such case, the Buyer shall approve shipping by rail, mail, road transport or any other advisable mode of transport, and shall bear the cost of the delivery (transport, intermediate storage, loading and unloading).
- (2) In case of unavailability or shortage of raw materials due to war hostilities, blockades, bans on imports, exports or transit or any legislative or administrative measures equivalent to such events, epidemics or other Acts of God inside or outside the country, strikes or lockouts and any events preventing Agromed Austria GmbH from performing the contract, Agromed Austria GmbH shall – subject to notification – be entitled to a) extend the delivery term by the duration of such events or consequences of the above-mentioned circumstances: In case such events last more than 30 days, either Party shall

be entitled to withdraw from the contract without making damage claims to the other Party, or –

b) provided the Buyer agrees - to deviate from the values of the guaranteed, contracted feed additives to the extent required by such events, and/or

c) to invoice any documented additional costs of orders to replace raw components to the Buyer to the extent agreed by the Parties. Should the Parties fail to agree on either b) or c), Agromed Austria GmbH shall be entitled to withdraw from the contract after two fruitless business days of grace granted, provided the contract is affected by such events preventing Agromed Austria GmbH from performing.

(3) The same shall apply in the event of strike, lockout, and destruction of substantial parts of the production facilities or other Acts of God at the manufacturer's plant.

(4) Should it be generally impossible for the Buyer to receive or collect the Products following an Act of God, he shall be entitled to claim his rights under 1 a) accordingly.

(5) In case one of the Parties to the contract puts forward any prevention from performance, this Party shall provide evidence thereof upon request of the other Party.

6. Special costs

(1) In case Agromed Austria GmbH incurs any additional costs for purchasing products after signing a contract, it shall be entitled to invoice these costs to the Buyer provided it can prove that such special costs are due to an order of high authority which has consequences impossible for Agromed Austria GmbH to anticipate. In the same way any cost reductions shall apply in favour of the Buyer.

(2) Whichever Party is in delay shall forfeit the advantages of this provision.

7. Weight

(1) For business transactions agreed free point of loading of the respective supplying plant, the weight determined at the point of dispatch shall be decisive.

8. Nature/Quality of Products

(1) If no special agreements have been made, a wholesome, unspoilt quality reasonably fit for purpose shall be supplied.

(2) Breakage and/or dust/fines – as far as not contained in unusual quantities – shall not be deemed to be a reason for complaints. The same shall apply to any differences in colour and grinding. Changes in the composition of the feed additives are admitted without prior notice to the Buyer, provided they are within the limits guaranteed and agreed or within the provisions of the Animal Nutrition Regulations.

9. Complaints

(1) For any defective delivery, including the failure to meet any expressly guaranteed product specifications, Agromed Austria GmbH shall – with any other rights of claim being excluded - be liable as follows:

(2) Any notice of defects must immediately be given to Agromed Austria GmbH by telegraph/telex, in no event later than two days after arrival of the Products at their destination. Resellers shall forward such notice immediately by telegraph/telex. The Products must be in their original packaging or - in case of loose bulk goods - in the silo of the recipient of the Products for Agromed Austria GmbH to inspect them.

(3) Notice of defects is excluded for Products that have been sent on, incorporated in or used as material for other goods, destroyed or fed to animals.

(4) Agromed Austria GmbH shall only be liable for any hidden defects unknown to both Parties if such defects are identified within twenty business days after receiving the Products.

(5) For any hidden defects Agromed Austria GmbH is aware of but which are not obvious and immediately noticeable for the Buyer, Agromed Austria GmbH shall be liable even after the above-mentioned period of twenty business days has expired.

(6) The Buyer shall notify Agromed Austria GmbH immediately by telegraph or telex after he identifies any hidden defects.

10. Claims due to a decrease in quality

(1) If the Products are found not to conform to the contract, the Buyer shall be entitled to claim a refund for decreased quality from Agromed Austria GmbH. Nonetheless, he shall receive the Products and pay for them as stipulated in the contract.

(2) Should the decrease in value of the total batch exceed an average of five percent, the Buyer shall be entitled to request Agromed Austria GmbH to take back the Products delivered and he can claim reimbursement of the price paid for them, plus any costs levied on them as well as interests and/or substitute delivery of Products conforming to the specifications of the contract. The Buyer shall allow Agromed Austria GmbH a reasonable time for such substitute deliveries.

11. Payment

(1) Place of performance for any payment is the place of business of Agromed Austria GmbH or the bank specified: Payment shall be deemed to have been made when the amount transferred has been received at the bank specified by Agromed Austria GmbH.

(2) Unless otherwise agreed, Agromed Austria GmbH shall have no obligation whatsoever to accept bills of exchange and unconfirmed or crossed cheques. Bills of exchange and cheques shall be valid as conditional payment only, but shall not be deemed to be the fulfilment of payment. The Buyer shall pay for all discount charges and any other costs. Any discount rates agreed shall be based on the eligibility for discount of such bills of exchange at Deutsche Bundesbank and shall be due from the date of delivery.

(3) The Buyer shall not be entitled to offset or withhold the purchasing amount unless his counterclaim is undisputed or legally valid.

(4) Without the authority to collect them, third parties shall have no obligation whatsoever to accept such means of payment.

12. Delay in payment

(1) If the Buyer does not comply with the payment terms, he shall be deemed to be in default of payment.

(2) In the event of any default in payment, Agromed Austria GmbH shall - apart from the right to claim the payment - be entitled to take legal action and to charge interest on arrears in the amount of normal bank practice from the first day of the default in payment, without prejudice to any of Agromed Austria GmbH's other rights.

(3) Unless a different term of payment has expressly been agreed, Agromed Austria GmbH shall be entitled to make deliveries against payment. Should the Buyer be in default of payment, or should there be any other good reasons for doubt about the Buyer's solvency, Agromed Austria GmbH shall be entitled to request this payment despite any other terms of payment agreed, and/or to fully or partially withdraw from the contract. This shall also apply to any circumstances prevailing at the time of signing the contract, but not known to Agromed Austria GmbH.

13. Retention of title

a) Deliveries shall be made subject to retention of title in accordance with § 367 ABGB (Austrian Civil Code) and the following additions.

b) Agromed Austria GmbH shall remain the owner of the Products until all receivables in connection with the business relation to the Buyer have been paid in full, including any future receivables that might apply.

c) Buyer's acquisition of title to Products subject to retention of title with the intention to create a new product is excluded. The Buyer shall incorporate or use the Products as material in or for other goods only for Agromed Austria GmbH. Products incorporated in or used as material for other goods shall serve as a security for Agromed Austria GmbH only in the amount of the value of the Products subject to retention of title. If any of the Products are incorporated in or used as material for other goods not owned by Agromed Austria GmbH, Agromed Austria GmbH shall have a co-ownership title to the resulting new product in the ratio of the value of the Products subject to retention of title to the other goods they were incorporated in or used for as material. The same shall apply to any other

new products resulting thereof. As per our Terms and Conditions, such new products shall be deemed to be Products subject to retention of title. The Buyer shall therefore keep them safe for Agromed Austria GmbH.

d) Any of the Buyer's receivables resulting of reselling Products subject to retention of title shall right away be assigned to Agromed Austria GmbH, whether or not the Products subject to retention of title are sold incorporated in or used as material for other goods, and whether they are sold to one or to several customers. The receivables assigned shall be used as a security for Agromed Austria GmbH only in the amount of the value of the resold Products subject to retention of title. In the event the Products subject to retention of title are resold with other goods not owned by Agromed Austria GmbH, whether or not they are incorporated in or used as material for other goods, the assignment of the purchase money claim shall be in the amount of the value of the Products subject to retention of title that are object of that purchase contract along with the other goods or part of the object of purchase.

e) This retention of title shall also be valid if the Buyer has been allowed a time for payment. In this case, however, the Buyer shall be entitled to sell and to deliver the Products in the ordinary course of business even before he has paid for them. The Buyer shall be entitled and authorized to resell or deliver the Products subject to retention of title provided the purchase money claim following such resale passes to Agromed Austria GmbH as specified in item d) above. The Buyer shall have no other rights whatsoever to dispose of the Products subject to retention of title.

f) In accordance with the above terms and conditions, the retention of title shall remain in force even if individual receivables of Agromed Austria GmbH are applied to a current account and if the balance has been established and accepted.

g) Agromed Austria GmbH's retention of title is based on the condition that the title to such Products subject to retention of title shall pass to the Buyer without any further notice and the Buyer shall be entitled to receive all receivables assigned when payment in full of all of Agromed Austria GmbH's receivables under the business relation has been made. Agromed Austria GmbH shall undertake - at its choice - to release any securities it is entitled to according to the above provisions, provided their value exceeds the receivables to be secured by 25%, and provided that - except in cases of delivery under a real current account relation - a release shall only be required for such deliveries or their substitute values that have been paid in full. The Buyer shall have to insure the Products for his own or another's account.

14. Notices

(1) Notices arriving after 16.00 h of a business day shall be deemed to have arrived the subsequent business day.

(2) Resellers shall forward all notices without any delay.

15. Set-off and retention right

A right of retention is excluded if this right of the Buyer is not based on the same contractual relationship which may be linked with other or former transactions.

16. Other rights

All of the Buyer's rights with regard to Agromed Austria GmbH are fully detailed in these Terms and Conditions. He shall have no other rights, especially with regard to cancellation, termination of contract or compensation of damages. This shall also be valid for any indirect damages, for any breach of an incidental obligation under the contract and for any failure to provide substitute deliveries.

17. Limitation of claim

Any limitation of claim shall apply in accordance with statutory regulations only.

18. Date Protection and Advertising

(1) The Buyer undertakes to process the person-related data sent by Agromed Austria in accordance with the currently valid data protection laws, as amended, for the sole purpose

of performing the contract and to delete these data promptly when there is no longer any reason justifying the processing.

(2) With the conclusion of the contract, the Buyer furthermore consents to receive, within the context of the Telecommunications Act, information and advertising from Agromed Austria of products and services by electronic notification as well as by telephone. The Buyer may revoke this consent in writing at any time. Doing so will not affect the legitimate processing of the Buyer's person-related data in accordance with the provisions of data protection law. The only consequence of this revocation is the loss of the electronic and telephone advertising/notification in connection therewith.

(3) Regarding the duties of Agromed Austria to provide information under data protection law according to Articles 13 and 14 of the General Data Protection Regulation (GDPR), please refer to the data protection statement on the website of Agromed Austria. Upon request, the Buyer will be provided with a copy of this data protection statement at no charge.

19. Oral agreements

Oral agreements shall be invalid if Agromed Austria GmbH does not immediately confirm them in writing.

20. Place of jurisdiction and choice of law

(1) Only the court having competence for Agromed Austria's place of business shall have jurisdiction for all disputes arising directly or indirectly from any transaction.

(2) Unless otherwise specified in special contracts and agreements, Austrian law applies exclusively, under the express exclusion of the UN Sales Convention and international conflict of law provisions.

21. Severability clause

If any provision of these Terms and Conditions or of the specific contracts are or become legally ineffective, invalid and/or void, the validity and/or legal effectiveness of the remaining provisions shall not be affected thereby. A legally ineffective, invalid and/or void provision shall be replaced by a legally effective and valid provision which comes as close as possible to the financial purpose of the legally ineffective, void or invalid provision.