



General Terms of Sale and Delivery of the Company All4Feed GmbH

1. Scope:

Our terms of sale and delivery apply to all sales transactions of All4Feed GmbH. The Buyer accepts these when accepting an offer. Any terms and conditions of the Buyer which deviate from or supplement these terms and conditions of sale and delivery shall not be recognised. Our terms of sale and delivery shall also apply if we carry out delivery unreservedly in the knowledge of any conflicting or supplementary conditions of the Buyer.

These terms of sale and delivery shall also apply as a framework agreement for all future business with the Buyer.

2. Conclusion of contract and explanations:

Our offers are subject to change and are non-binding and may be made either in writing or orally. The contract shall only become effective upon our written confirmation of sale or actual delivery. The content of the confirmation of sale shall be deemed agreed unless the customer immediately objects in writing. We are entitled to make conclusion of the contract and/or delivery dependent on advance payment of the purchase price. The contract shall be concluded in accordance with the Incoterms as amended by the International Chamber of Commerce (ICC) at the time of conclusion of the contract. If no separate agreement is made in individual cases, FCA shall apply (place of handover to the carrier) in accordance with Incoterms in the version valid at the time of conclusion.

Unless otherwise agreed, samples and specimens provided to the Buyer are for non-binding viewing and guidance purposes only.

3. Prices:

If nothing to the contrary is stated in the contract, prices quoted by All4Feed shall be net prices without value added tax and FCA shall apply (place of handover to the carrier, in accordance with Incoterms in the version valid at the time of conclusion of the contract). Value added tax shall be shown separately on the invoice at the applicable statutory rate. In the case of intra-Community deliveries (to customers in EU Member States), the delivery shall be exempt from national value added tax, provided that the customer declares his value added tax identification number and that the other prerequisites are met.

4. Terms of delivery:

Deliveries shall be made in the agreed forms of packaging and under the agreed terms of delivery, in accordance with Incoterms in the version applicable at the time of conclusion of the contract. If no separate agreement is made in individual cases, FCA shall apply (place of handover to the carrier) in accordance with Incoterms in the version valid at the time of conclusion.

We shall generally be entitled to make partial deliveries, to invoice these and to wait with further partial deliveries until the invoice amounts have been received.

The customer is obliged to take all reasonable measures to enable us to deliver smoothly and on time to the agreed place of delivery. Should there be an acceptance delay on the part of the Buyer or should the Buyer violate other obligations to cooperate, we shall be entitled to be compensated for the resulting loss, including any extra expenses. If delivery is delayed at the request of the Buyer, the Buyer shall pay the extra costs incurred by storage and shall bear the risk of loss or deterioration of the goods.

Our delivery obligation is subject to the proviso that we ourselves are supplied in good time and correctly by our upstream suppliers. This proviso of being supplied ourselves shall only apply insofar as we purchased the goods owed in good time and from a reliable source and are not responsible for failure to deliver. We shall inform the Buyer immediately of any default on the part of the upstream supplier.

Events beyond our control that hinder us in the performance of our service, such as strikes, lawful closures, official orders, the effects of pandemics or epidemics, natural disasters, cybercrime, war, weather extremes, natural disasters, low or high water and other events of force majeure shall release us from fulfilling the contractual obligations we have assumed as long as the hindrance lasts. We undertake to inform the Buyer immediately of the occurrence and expected duration of such an event. The

delivery time shall be prolonged by the duration of the hindrance plus a reasonable start-up phase. Furthermore, the seller is entitled to withdraw from the contract with immediate effect for the duration of the force majeure, irrespective of the prolongation of the deadline. With Buyer's consent, deviations from the guaranteed values of the traded product can be made to the extent that the hindrance to performance makes this necessary. Any proven additional costs of replacement may be charged to the Buyer to the extent agreed by both parties.

The Buyer may not assert any rights against us arising from or in connection with such withdrawal from the contract as far as the prolongation of the performance deadline is concerned; in particular, claims for compensation, irrespective of the legal remedy, shall be excluded to the extent permitted by law. The Buyer waives the assertion of any discontinuance of the basis of the business and any related claims.

The aforementioned regulations shall also apply if a case of force majeure occurs at a manufacturer or supplier or vicarious agent of All4Feed.

5. Exceptional costs:

Should additional costs arise after the end of a transaction for the purchase of goods, All4Feed GmbH may charge these to the Buyer if they were demonstrably caused by an order from a higher authority, the effects of which could not have been foreseen. In the same way, cost reductions shall have an effect in favour of the Buyer.

6. Quantity and weight:

In the case of weight specifications which include the addition "approx." or a comparable formulation, weight deviations within a tolerance range of up to 5% are permissible and shall not constitute a fault. For the calculation of the weight, the weight determined at the place of dispatch shall be decisive.

7. Quality and warranty:

Where no separate agreements have been made, the quality to be delivered shall be that which is customary in the trade and not spoilt. Samples provided to the Buyer in advance are for non-binding viewing and guidance purposes only.

The customer must inspect the goods immediately after their arrival and while they are still in the containers and packaging used for delivery and give notice of any defects without delay. Complaints must be made in writing within 6 hours at the latest in the case of perishable goods, otherwise within 2 working days. The defectiveness of the goods at the time of handover must be clearly proven by the Buyer.

All4Feed GmbH shall be liable for hidden defects that are unknown to both parties at the time of handover of the goods, provided that written notification of the defect is received within 14 days.

Any defects that may have occurred during transport must be reported to the carrier by the customer and be noted on the shipping documents.

Complaints shall be excluded if the goods were reshipped, not properly stored, processed, destroyed or fed.

All4Feed GmbH has the right to call in external and independent experts to assess defects. If the complaint turns out to be unjustified, the customer shall bear all costs incurred for the assessment.

8. Payment, default in payment:

Unless otherwise agreed in the contract or when the order is placed, payment shall be made in EURO within 14 days of invoicing, net cash, without deduction and free of charges.

The place of performance for payment is the registered office of All4Feed GmbH or the bank it has specified. The payment shall be deemed effected when the transferred amount has been received by the bank of All4Feed GmbH. The Buyer shall only be entitled to set off and retain amounts if its counterclaims have been legally established, are undisputed or have been recognised by All4Feed GmbH. If we have invoiced part of the purchase price separately and this is not paid in due time, we may, after setting an extended deadline, make the entire purchase price due in full without further notice. In the event of default in payment, we are also entitled only to carry out outstanding deliveries of a valid framework contract against advance payment or appropriate collateral security.

In the event of late payment, interest on arrears of 6% above the 3-month Euribor per annum shall apply. Should changes occur on the money or capital market which lead to a general adjustment of the credit interest rates, we shall be entitled to make a corresponding adjustment. Any reminder and collection costs shall be borne by the Buyer.

9. Retention of title:

The goods remain the property of All4Feed GmbH until the purchase price has been paid in full, including any related interest and costs. The Buyer must treat the conditional goods with care and is obliged to insure them at his own expense against fire, water and theft.

The Buyer is not entitled to pledge the conditional goods or to assign them to third parties as security. The Buyer shall be entitled to resell the object of sale in the ordinary course of business; however, he hereby assigns to us all accounts receivable totalling the final invoice amount (including VAT) of our claim which are due to him from his customers or third parties as a result of the resale. If the Buyer processes or mixes the conditional goods, it is agreed that the processing shall be carried out for us as manufacturer and that we shall directly acquire ownership or co-ownership of the newly created item in the proportion which the invoice value of the conditional goods bears to the invoice value of the newly created item. The Buyer shall hold the new item in safe custody for us.

In the event of seizure of the goods, the customer must point out that they are still our property and inform us immediately in writing. The Buyer must disclose to us the assigned accounts receivable and their debtors and shall lose the right to process the conditional goods.

10. Right of withdrawal:

For the conclusion of the contract, All4Feed GmbH presupposes the solvency of the customer as an essential condition. Should the customer be unable to pay the purchase price after conclusion of the contract, should we receive information about payment difficulties or a probable default of payment on the part of the customer from an office customary in the business, or should insolvency proceedings be instituted against the customer's assets or not be instituted for lack of cost coverage, we shall be entitled to withdraw from the contract. In such a case, the customer shall reimburse the costs we incur.

11. Written form and severability clause:

No verbal ancillary agreements to the concluded contract exist unless they were immediately confirmed in writing by All4Feed GmbH. Any deviation from and amendment to these terms of sale and delivery must be made in writing in order to be legally effective. Should any provision of these terms and conditions be invalid or void, this shall not affect the validity of the other provisions. The parties undertake to replace the invalid provision with a valid provision whose effect approximates that of the invalid clause as closely as possible.

12. Place of jurisdiction and choice of law:

The law of the Republic of Austria shall apply only, to the express exclusion of the UN Convention on Contracts for the International Sale of Goods. The court with jurisdiction in terms of place and subject matter for the registered office of All4Feed GmbH shall have exclusive jurisdiction for all disputes arising directly or indirectly from a transaction.

13. Confidentiality:

The Buyer undertakes to treat as confidential any business secrets and other information relating to our business operations of which it becomes aware through the business relationship and in the confidentiality of which it has a justified interest, including prices, specifications, recipes, samples, methods or formulae, and to use them exclusively for the performance of the contract concluded with us. No disclosure to third parties is allowed without our express consent.

14. Data protection:

The Buyer undertakes and gives its consent to All4Feed GmbH to process the personal data transmitted within the scope of the business relationship in accordance with the currently valid data protection regulations solely for the purpose of fulfilling the contract and to delete this data as soon as there is no longer a reason that justifies the processing. This consent may be revoked at any time in writing. With regard to the data protection information requirements of the General Data Protection Regulation, please refer to the data privacy statement on the website of All4Feed GmbH.