



Purchase Conditions of the Company All4Feed GmbH

1. Scope:

The following purchase conditions shall apply to all contracts we conclude for the purchase of goods. We shall not recognise any conditions of the Supplier that deviate from or supplement these conditions unless we have expressly agreed to their validity in writing. The following conditions shall also apply if we accept delivery unreservedly in the knowledge of any conflicting or supplementary conditions of the Supplier. These purchase conditions shall also apply as a framework agreement for all future business with the Supplier.

2. Conclusion of contract, order:

Offers may be made either in writing or orally. The contract shall only become binding upon our order. The content of the order or the framework contract shall be deemed agreed unless the Supplier immediately objects in writing.

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, DDP shall apply at the warehouse of All4Feed GmbH in Austria in accordance with Incoterms in the version valid at the time of conclusion.

3. Delivery and delay in delivery:

The Supplier acknowledges that we insist on full compliance with the order quantities, delivery dates, quality and delivery circumstances such as place of delivery, packaging etc. The delivery note must always include detailed information on quantities and goods (type of packaging, weight unit, etc.) and the All4Feed order number. Price indications are not permitted on the delivery note.

If the seller does not fulfil its contractual obligations or does not fulfil them in due time, the buyer shall be entitled to withdraw from the contract and / or to claim compensation, in particular also recovery of losses of the buyer's customers, after expiration of a grace period granted to the seller of generally five business days. Any additional costs arising from a covering purchase shall be borne by the seller, irrespective of any other obligations to pay compensation. Where the Supplier is in default of delivery, we shall be entitled to claim a contractual penalty of 0.5% of the net price of the goods delivered late per working day, but no more than a total of 5% of the net price of the goods delivered late. Claims for performance as well as claims for compensation for further damage and other rights to which we are entitled due to default shall remain unaffected.

We are entitled to refuse partial deliveries and partial invoices or deliveries that do not comply with the terms of the contract and to make acceptance and / or payment dependent on the complete and accurate fulfilment of the contract. Until unconditional acceptance, the Supplier shall bear the risk of loss or deterioration of the goods.

4. Prices:

The contractually agreed price shall be binding. Prices quoted include statutory value added tax, insofar as this is incurred and is not shown separately. Unless otherwise agreed, the price shall include delivery DDP in accordance with Incoterms in the version applicable at the time of conclusion.

5. Quality, warranty:

The goods must - subject to further agreement - be of commercially standard quality. The goods must be fresh and comply with all legal requirements, in particular feed law requirements. In terms of composition, quality, packaging, declaration and specification, the goods must comply with the applicable provisions of the EU and the declared or identifiable country of destination. The Supplier warrants that no patent, trademark or design rights are infringed. Any official findings on the lack of marketability of the goods shall be binding on the contracting parties.

An analysis may be ordered by the buyer from an accredited laboratory within three months of delivery of the goods to the buyer or the buyer's customer. The result of this analysis shall also be binding for the parties. If the goods prove to be defective upon the result of the analysis, the seller shall bear the costs of all analyses

At the time of delivery, the shelf life of fresh goods must still amount to at least 80% of the agreed total shelf life - subject to deviating agreements.

The seller is obliged to take a reserve sample (min. 250 g) and to store it properly in a container impermeable to air and moisture. The buyer must be granted access to the reserve sample of the delivered batch for its entire shelf life, but for at least 6 months.

The seller is obliged to point out risks of use by means of clear, permanent notices and to place the safety data sheets in their most recent version at our disposal.

The Supplier warrants that the goods are free from third party rights and, in particular, not subject to any retention of title or rights of ownership, lien, retention, satisfaction or segregation claims or industrial property rights. If such rights are asserted, we shall be entitled to withdraw from the contract without setting an extended deadline, to reclaim any purchase price already paid and to return the goods at the Supplier's risk and expense, and the Supplier shall reimburse all costs and losses we have incurred and indemnify and hold us harmless from and against the third party.

In the event of any material defects and defects of title, we shall have unrestricted entitlement to the statutory warranty claims. In particular, we shall be entitled to demand, at our own discretion, either rectification of the defect or a replacement delivery of goods that are in conformity with the contract. If the Supplier fails to fulfil its obligation to provide supplementary performance within a deadline set by us, if the supplementary performance fails or if it is unreasonable or impossible, we shall be entitled to claim compensation and/or to withdraw from the contract or to reduce the purchase price subject to the statutory regulations.

We shall also have unrestricted entitlement to claims for defects if the defect was unknown to us at the time the contract was concluded or if the goods were delivered directly from the Supplier to our customers (drop shipment).

If the seller is liable to pay compensation according to statutory or contractual regulations, the seller shall in particular also compensate the buyer for any losses incurred by the latter as a result of a recall, required by law or ordered by the authorities, of the defective goods or of a product (feed) manufactured with such goods. Should a claim be made against the buyer under the warranty in the event of a resale to a third party, the seller shall indemnify the buyer against any resulting loss. Furthermore, the seller undertakes to treat any warranty claim raised by the buyer's customer against the buyer as being directed against itself.

6. Force majeure:

In the event of a hindrance to delivery because of events for which the Supplier is not responsible, such as epidemics or armed conflicts (force majeure), the Supplier shall be entitled to postpone the delivery date by the duration of the hindrance. The Supplier must inform us in writing of the hindrance and its expected duration immediately after gaining knowledge of it, stating the reasons, and must provide evidence of the reasons upon request without delay. If it is not reasonable for one of the parties to adhere to the contract due to the duration of the hindrance, the relevant party shall be entitled to withdraw from the contract. As a rule, a hindrance of three months shall be deemed to be unreasonable. In the event of withdrawal, the Supplier shall be obliged to reimburse us immediately for any payments we have already made.

Force majeure within the meaning of the preceding paragraph shall not apply in the case of measures ordered by the authorities or restrictions on the use of feedstuffs due to the lack of or restricted marketability of the goods or to production disruptions, machine breakdowns, accidents and other disruptions which occur within the Supplier's area of organisational and business responsibility.

Should we or a customer of ours be hindered in the fulfilment of our contractual obligations, in particular acceptance of the goods, due to a case of force majeure, we shall be entitled to postpone the delivery date by the duration of the hindrance.

7. Transfer of risk:

Unless otherwise agreed, the goods shall be delivered duty paid (DDP) in accordance with Incoterms in the version applicable at the time of conclusion of the contract. The risk of accidental loss and accidental deterioration shall not pass to us until the goods are handed over at the destination specified by us. The statutory provisions on the transfer of risk in the event of acceptance delay shall remain unaffected.

8. Invoice and payment:

Payment of the purchase price shall be made against invoice and presentation of the relevant proof of delivery. Invoices must refer to our order by specifying our order number and must comply with all the legal provisions on invoicing. Unless otherwise agreed, payments must be made net within 60 days or less 3% discount within 14 days of receipt of the invoice. Payment shall be deemed to be on time if instructions are given for it to be made on the last day of the period allowed for payment.

In the event of defects, we shall be entitled to withhold our payment in full until the defects have been rectified, even having accepted the goods, and, in the event of withdrawal from the contract, to retain the Supplier's movable property until all costs arising from this contract, from related and non-related transactions with the Supplier have been recovered, and to obtain satisfaction of our claims therefrom.

9. 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 purchase conditions 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.

10. 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.

11. Confidentiality:

The Supplier 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.

12. Data protection:

The Supplier 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.