



Terms and conditions of delivery and payment

Delivery agreements concluded by us shall be exclusively subject to the following terms and conditions. We expressly reject all other contractual terms and conditions of the Buyer. These terms and conditions shall also apply to all future transactions with us, unless expressly agreed otherwise.

1.1 We reserve the right to deviate from the ordered quantities within the scope of customary commercial tolerances (+/- 5%).

1.2 The weight as determined by us shall be considered final.

1.3 Unless otherwise agreed, we shall deliver the goods in merchantable, sound and unspoiled quality. We are entitled to change the composition of our goods, even without notifying the Buyer, insofar as this does not impact the value-determining factors of our goods.

1.4 Any advice we give in relation to the delivery of our goods is provided to the best of our knowledge and based on our knowledge and experience. All information and details are non-binding and do not release the Buyer from the duty to carry out its own inspections and tests.

The Buyer is responsible for complying with statutory and regulatory requirements when using our goods.

2.1 Complaints of any kind, particularly in relation to material defects, incorrect deliveries and deviations in quantity that are not customary in commercial trade must be made immediately, provided that the issue can be identified upon reasonable inspection. If grounds for complaint only come to light later on, the complaint must be made immediately after it is identified.

2.2 If the complaint is justified, we shall subsequently deliver the shortfall. Otherwise, we shall exchange the goods, take them back or agree a price reduction with the Buyer. If, in the event of an exchange, the second replacement delivery is defective as well, the Buyer is entitled to termination or reduction.

2.3 All warranty claims lapse, irrespective of their content, one year after delivery of the purchased products.

3.0 Claims for damages by the Buyer, irrespective of their nature, including all claims for compensation for defects and consequential damages as well as other claims for damages on the contractual side are precluded. However, this exclusion of liability does not apply insofar as this is the result of negligent conduct by the Seller or its vicarious agents and insofar as the Seller breaches essential contractual obligations. Moreover, the exclusion does not apply in case of death, physical injury and damage to health. But, in all cases, liability is limited to damages typically arising during the fulfilment of the contract.

4.0 War, strikes, lockouts, a lack of raw materials or energy, breakdowns, operational and traffic disruptions as a result of official orders, legislative and administrative measures and all cases of force majeure, including those affecting our suppliers, shall relieve us from our obligation to deliver for the duration of the disruption and to the extent of its effect. Such events authorise us to withdraw from the contract without entitling the Buyer to damages.

If delivery is executed, we are entitled to charge any additional costs of the replacement purchase of raw materials and/or differ from the composition and guaranteed values to the extent necessitated by the impairment.

5.1 Unless otherwise agreed, the purchase price shall become payable on delivery of our goods. Payment must be made net cash or with the deduction of any agreed cash discount. The place of fulfilment for the



payment of the purchase price is Meppen or a bank account specified by us. Bills of exchange and cheques shall only be accepted as conditional payment; any costs arising from this must be borne by the Buyer and shall become due once the bill of exchange or cheque is handed over. The agreed, confirmed or contractually set price is the net price plus applicable value added tax, unless expressly agreed otherwise.

5.2 Offsetting counterclaims against claims to which we are entitled is precluded unless the counterclaims have been recognised by us or have been established by law.

5.3 If there are reasonable doubts as to the solvency of the Buyer, especially in case of default of payment, we are entitled, subject to further claims, to cancel all payment terms granted and demand immediate payment of our claims, including bills of exchange.

In addition, we are entitled to demand advance payments or securities for subsequent deliveries. Agreed current account relationships may be retrospectively dissolved with immediate effect. In this case, the Buyer is no longer liable for the account balance and is instead liable for the individual delivery.

6.1 We retain the title to the delivered goods as long as we still have claims arising from the commercial relationship with the Buyer.

6.2 The Buyer is entitled to sell the goods owned by us in the ordinary course of business, as long as the Buyer meets its obligations from the commercial relationship with us on time. The Buyer is not entitled to pledge and assign the goods owned by us as security.

6.3 If our goods are processed by the Buyer, we shall be considered the manufacturer and acquire ownership of the newly created goods.

If processing takes place together with other materials, we acquire joint ownership of the goods in the ratio of the invoice value of our goods to that of the other materials.

If our goods are combined or mixed with a Buyer's product (e.g. animals, other goods and products) that is considered the main product, joint ownership of the product shall be transferred to us in the ratio of the invoice value of our goods to that of the other materials or the main product.

The above retention of title regulations also apply in the event that the animals fed with our goods are slaughtered, frozen or otherwise processed. We also acquire joint ownership of animal products (e.g. eggs) if the purpose of the animals fed with our goods is to create these products and the feed does not merely serve to maintain these animals (e.g. laying hens). The Buyer acts as the custodian in all cases.

6.4 If the Buyer defaults on payment, we are entitled to demand the temporary surrender of the goods to which we retain the title at the expense of the Buyer, even without withdrawing from the contract or setting a grace period. The demand to surrender the goods shall not in itself constitute a withdrawal from the contract.

6.5 The Buyer hereby assigns all receivables from the sale of our goods as well as proportionate receivables in case of mixing or further processing, particularly in the event of the sale of animals and their products to which we have rights of ownership, within the scope of our share of ownership of the sold goods (animals, products) by way of security. We do not accept the Buyer's declaration of assignment. The above regulation applies even if the Buyer is entitled to rights under an insurance contract.

6.6 At our request, the Buyer is obliged to provide us with all the necessary information about the holdings of goods owned or partially owned by us (e.g. animals, animal products, etc.) and about the receivables assigned to us as per Section 6.5 and also notify its customers of the



assignment. We are, at any time, entitled to notify subsequent purchasers of the assignment and collect the receivables.

6.7 If the value of the securities exceeds the claim by more than 25 percent, we shall release the securities to this extent at our discretion at the Buyer's request.

7.0 If the Buyer is a registered trader or a legal person under public law, the place of jurisdiction is the local court responsible for the subject matter at the Seller's registered office.

8.0 Grain that has not expressly been sold as seed must not be used as seed in the territory of the Federal Republic of Germany. In case of resale or further processing, this constraint must be communicated to the purchaser.

9.0 The invoice and bank statement shall be deemed to have been recognised if no objection is made within 14 days.

10.0 If one of these provisions is void for any reason, this shall not affect the validity of the other conditions.

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