

General Sales Terms and Conditions:

- 1) Our offers are subject to confirmation, both by telephone and in writing, unless explicitly firm offers are made.
- 2) The weights determined at the place of dispatch shall be applied, the Buyer shall bear all the transport costs in any case.
- 3) Any complaints must be reported to the Seller over the phone upon receipt of goods.
- 4) Reservation of proprietary rights:
We reserve the right on the proprietary of the goods until all the claims of the Seller against the Buyer from the agreement, including all claims arising in future from simultaneous or later agreements, have been settled. This shall also be the case if the Seller's demands are collected individually or in total into a current invoice and the balance has been established and approved.

The Buyer is only entitled to legally resell the goods subject to reservation of proprietary rights if he releases the Seller immediately from any and all liabilities, which may arise from third party claims. In case reserved goods should be sold without being processed or after being processed or in connection with articles exclusively belonging to the Buyer's property, the Buyer already now assigns the claims from this resale in full to the Seller. If reserved goods are sold by the Buyer after processing/combination together with goods not belonging to the Seller, the Buyer already now assigns to the Seller the claims from this resale amounting to the value of the reserved goods including all supplementary rights and ranking before the rest. The Seller shall accept the assignment. The Buyer has the right to collect payment claims even after assignment. The Seller's right to collect the claims himself shall remain unaffected, however, the Seller commits himself to not collect such claims as long as the Buyer duly meets his payment obligations and performs all his other commitments properly. The Seller shall be entitled to claim that the Buyer provides him with information concerning the claims assigned, the debtors of such claims and further information in that regard, and that the Buyer provides all the necessary documentation and informs the debtors about the assignment.

Processing or remodeling of reserved goods will be always done by the Buyer for the Seller. If the retained goods are processed with items over which the Buyer has sole ownership or with items where there is no extended reservation of proprietary rights, the Seller shall have sole ownership of the new item. In case that the reserved goods will be processed with other articles which are not belonging to the Seller, so the Seller is entitled for the mutual right of property concerning the new case in proportion to the value of the reserved goods to the other processed articles at the time of processing.

If the value of the existing securities exceeds the value of the secured debt by more than 20%, the Seller is obliged to release to that extent upon request by the Buyer.

If reciprocal liability is justified by the Buyer in connection with the payment of the purchase price, the reservation of proprietary rights as well as the claim based on this, in relation with goods deliveries, do not expire until the bill of exchange is cashed by the Buyer as the acceptor.

- 5) All invoices shall be payable, strictly net cash, immediately upon receipt. In case of a delay in payment the respective bank interest rates shall be charged. Slaughterhouse expenses are charged to the Buyer.
- 6) The place of jurisdiction and performance for the Seller and the Buyer is Mühldorf am Inn.

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