

Standard Terms and Conditions for the Purchase of Goods (Import)

1. Preamble

These Standard Terms and Conditions for the Purchase of Import Goods shall exclusively apply, save as varied by express agreement accepted in writing by both parties. These Conditions shall also apply if the buyer accepts delivery of Goods under the existence of the seller's contradictory Standard terms not being subject of the contract.

Any agreement being concluded between buyer and seller shall only be binding between the parties if they are laid down in writing. Any conditional or different terms proposed by the seller are objected to and will not be binding upon the buyer unless assented in writing by the buyer.

These conditions shall govern any future individual contract of purchase between buyer and seller to the exclusion of any other terms and conditions. These provisions extend to standard contract conditions which are used in a contract with a merchant in the course of business only.

2. Formation of Contract

Any weights, dimensions, capacities, prices, performance rating or any other data contained in catalogues, circulars, advertisements or price lists constitute an approximate guide and shall not be binding save to the extent that they are by reference expressly included in a contract. Any such data submitted to the seller prior or subsequent to the formation of the contract remain the exclusive property of the buyer. They must not be communicated to a third party.

3. Price of the Goods

The price of the order or the seller's quotation and offer as accepted by the buyer, shall be binding and shall be based on "delivery (duty paid)". Prices as agreed upon shall include the cost of packing or protection required under normal transport conditions to prevent damages, and shall also include VAT.

4. Terms of Payment

Payment shall be made in the manner and at the time or times agreed by the parties. If not agreed upon otherwise payment of the delivery shall be made within fourteen days after delivery and receipt of invoice with a 2 % discount or within thirty days net.

5. Delivery

Delivery shall be effected on due as being fixed in the contract or the order of purchase being subject to the contract.

The seller is obliged to give notice in writing to the buyer if a delay in delivery is to be expected.

If the seller fails for any reason whatsoever to effect delivery on due date the buyer shall be entitled by notice in writing to the seller to recover from the seller any loss suffered by reason of such failure (i.e. for additional costs for transportation, insurance, storage etc.) but not exceeding an amount of 10 % of the total contract price.

6. Transfer of Risks

Save as provided in an individual contractual agreement the time at which the risk of damage to or loss of the goods shall pass shall be fixed in accordance with the Interpretation of Trade Terms (Incoterms 2000) of the International Chamber of Commerce. If on further indication is given in an individual contract of purchase (import), the goods shall be deemed to be sold "ddp" (delivery duty paid, Incoterms 2000).

7. Warranties

7.1 Warranties relating to the quality of goods

The seller warrants that all items delivered under this agreement will be free from defects in material and workmanship, conform to applicable specifications, and, to the extent that detailed designs have not been furnished by the buyer, will be free from design defects and suitable for the purposes intended by the buyer.

Seller's warranties hereunder shall extend to any defect or non-conformity arising or manifesting itself within two years after delivery. With respect to items not in accordance with any such warranties, the buyer, without waiving any rights or remedies provided by law and/or elsewhere under these Standard Terms and Conditions, may require the seller to correct or replace such items at the seller's risk and expense or refund such portion of the price as is equitable under the circumstances. Any items corrected or replaced shall be subject to the provisions of these Standard Terms and Conditions in the same manner as those originally delivered hereunder.

7.2 Warranties of compliance with laws

The seller warrants and undertakes to the buyer that in the performance of any contract of sale he will comply with all laws, rules, regulations, decrees and other ordinances issued by any governmental, state or other authority relating to the subject matter of these Standard Terms and Conditions and to the performance by the parties hereto of their obligations hereunder.

7.3 Warranty of title

The seller warrants that the Goods are in his absolute property and none are subject of any option, right to acquire, assignment, mortgage, charge, lien or hypothecation or any other encumbrance whatsoever or the subject of any factoring arrangement, hire - purchase, conditional sale or credit sale agreement.

8. Place of Fulfilment

Place of Fulfilment is Lehrte, Lower Saxony, Germany.

9. Place of Jurisdiction; Choice of Law

This agreement shall be governed by and construed in accordance with German law. In case both of the parties are merchants place of jurisdiction is the seat of the company Kreta Food GmbH & Co.KG (Amtsgericht Lehrte and Landgericht Hannover).

10. If any term, provision or condition of this contract is void or becomes void, then this shall not affect the validity of all other terms, provisions and conditions.

