

General Terms of Business

I. The validity of these conditions

1. Subject to a different agreement in the individual case, contracts with us are made exclusively on the basis of the following conditions; it by placing an order, the customer declares agreement with our conditions. Opposing or deviating conditions from the customer are only binding if we have explicitly acknowledged them in writing. Our conditions also apply if we perform the delivery without reserve in the knowledge of opposing or deviating conditions from the customer.

2. These general terms of business apply to all our deliveries and services and to all duties resulting from the contractual obligations. Our conditions also apply to all future business relationships with companies and persons under public law.

II. Conclusion of the contract

1. A contract with us only counts as concluded when the customer accepts our offer without reserve, if the customer receives our written order confirmation or if we begin with performance of the service. If we issue a written order confirmation, this confirmation is decisive for the content and scope of the contract unless other arrangements are explicitly made.

2. Changes, side arrangements and supplements as well as any acceptance of a characteristic guarantee (assured property) require our written confirmation to take effect. This also applies to any withdrawal of this clause.

3. If no different arrangements are made from the content of our quotation, the quotation remains without obligation.

III. Means of implementation

1. Periods and deadlines are always approximate unless special agreements have been made in writing in the individual case. If they are without obligation, we are only behind schedule if the customer has set us an appropriate deadline to perform the owed delivery or service and we have not met the deadline. In all cases, the period only commences once the customer has provided all cooperative actions required and from receipt of an agreed deposit payment where applicable. Subsequent requests for changes or cooperative actions by the customer performed behind schedule will increase the delivery dates appropriately.

2. If the owed delivery is delayed due to unforeseeable circumstances that are not our fault (e.g. industrial disputes, operational disturbances due to animal diseases or epidemics or due to any other circumstances beyond our area of influence, transport restrictions, lack of raw materials, authoritative measures - including suffered by our sub suppliers - and unpunctual supplies), we are entitled to fully or partially withdraw from the contract or choose to postpone the delivery by the period of the restriction. Claims to replacement of damages are excluded.

3. If the customer delays acceptance or if he violates any other cooperation duties, we are entitled to demand replacement of the damages incurred including any additional expenses. In this case the risk of accidental loss or accidental impairment of the delivery object transfers to the customer at the point in time at which the customer delays acceptance.

4. If we are behind schedule due to reasons that are our own fault, if our performance obligation is excluded due to reasons that are our own fault or if we refuse performance in accordance with § 275 Abs. 2 BGB, our obligation to provide replacement of damages in the case of slight negligence is restricted to the foreseeable damages typical to the contract.

5. We are entitled to change the composition of our goods, as long as the interests of the customer worthy of protection are not affected, especially when this does not result in a reduction in quality. [Special regulations for Heidemark Brüterei:]

6. Ordered turkey chicks will be delivered in the natural gender ratio. Short or surplus deliveries and gender differences of up to 10 % are permitted, as well as deviation from the agreed delivery date by up to 14 days. Complaints must be made within 2 days of delivery for young turkeys and within 4 days of delivery for chicks. [Special regulation for Kalvelage Qualitätsfutter:]

6. Deviations from the order quantities are permitted within the scope of standard tolerances (+/- 5 %).

IV. The transfer of risk and transport

1. The risk of accidental loss or accidental impairment of the delivery item also transfers to the customer if we have covered the shipping costs or other additional services or if we have performed a partial delivery.

2. The delivery is made in appropriate the packaging of our own choice. Transport material (Euro pallets, meat boxes etc.) remains our property and must be promptly returned to us. If this request is not met, we are authorised to purchase new materials at the cost of the customer.

V. Prices and payments

1. The prices we state are decisive - the respective legal value added tax, where applicable, is invoiced separately. Unless no other contractual specifications are made, we invoice the valid list prices on the day of delivery. Our invoices are payable without cash discount and without expenses within 8 days of the invoice date. If, due to explicit agreement in individual cases, checks or bills of exchange are accepted, this only takes place for the purpose of payment and without cash discount. Any redemption charges are to be covered by the customer and we only recognise payment by cheque or bills of exchange as fulfilled when the respective amount has been credited to our account without reserve. We reserve the right to demand appropriate instalment and advance payments.

2. If we have several claims against the customer, we are entitled to choose which debt the payment will be allocated to. The customer is only entitled to offsetting rights if his counterclaims have been legally established, are undisputed or have been acknowledged by us in writing. The same applies to business persons for the enforcement of retention rights.

3. If, after conclusion of the contract, we notice that our claims against the customer are endangered due to a lack of ability to perform, we are entitled to carry out outstanding deliveries against advance payment and withdraw from the contract after expiry of a set deadline.

4. In the case of payment arrears, the customer owes the legal arrears interest as long as we do not approve any higher damages.

5. If the purchaser is in arrears with any payment obligations, all existing claims are immediately due.

VI. Subsequent fulfilment

1. If we have made a defective delivery, the customer must give us the opportunity to provide subsequent fulfilment (we are entitled to choose between addressing the defect and delivering items in perfect condition) in an appropriate period. If subsequent fulfilment is not successful, the customer has the right to reduce the price or withdraw from the contract; claims to replacement of damages only apply according to point IX. The right to withdraw does not exist if the value or suitability is insignificantly reduced.

2. Apart from the cases mentioned in point 1, the customer's right to withdrawal only exists if we are responsible for violation of an obligation used as the basis for the declaration of withdrawal.

3. Any defects must be immediately notified in writing. Damages or incorrect quantities that are identifiable at the time of delivery must be noted and signed on the consignment note or delivery note.

4. Claims due to defects expire within one year according to the legal expiry start date.

We are exclusively liable for replacement of damages according to the following regulations: we are generally liable for: - intentional and gross negligent actions, for culpable violation of fundamental contract obligations, takeover of a characteristic guarantee ("assured property"), delay and in cases in which the claim to the service according to § 275 BGB is excluded due to reasons that are our own fault or the service can be refused by us. The amount of our obligation to replacement in cases of simple negligence for companies is limited to the typical, foreseeable contract damages. In all other cases, liability for property and assets damages is excluded; reference is made to point III. 2. and 4. of these conditions.

2. Liability for damages due to fatal injury, physical injury or health damages remain unaffected by the aforementioned liability regulations.

3. If, according to the above-mentioned regulation, our liability for replacement of damages is excluded, this also extends to the personal reliability of our bodies, employees and other workers, representatives and agents and also applies to all claims from unauthorised handling (§§ 823 ff. BGB), but not to claims in accordance with §§ 1, 4 ProdHaftG.

4. Acts of God, riots, strikes, lock down, unforeseeable scarcity of raw materials, unpunctual deliveries to us, operational disturbances due to animal diseases or epidemics and other operational disturbances that are not our fault (e.g. due to constraints or delivery bans due to legal regulations) mean that the agreed delivery date extends by the period without further arrangement. If our delivery or service is not possible due to the above-mentioned circumstances, although we have made all reasonable efforts to procure the goods, we are released from our delivery obligation. Should the above circumstances last longer than two weeks, we are also entitled to withdraw from the contract.

VIII. Reservation of title

1. All of the supplied items remain our property up until fulfilment of the claim to the purchase price, and up until fulfilment of all claims from the business relationship with merchants. A pledge, security agreement or other utilisation is forbidden, unless the purchase was especially made for the purpose of resale. In this case, the customer is a revocably authorised to resale the reserved items within the scope of an orderly business transaction on his own account, as long as he is not in payment arrears with us and a surrender ban does not exist between the customer and his purchasers.

2. If the purchase item is connected or mixed, we gain joint proprietorship, whereby our share is determined by the invoice value (our delivery price including value-added tax without cash discount); if the customer gains sole proprietorship by the power of law, he transfers the corresponding proportional proprietorship and keeps the item(s) for us. Processing takes place on our behalf as the manufacturer.

3. The claims resulting from the resale or other legal reason (e.g. insurance, unauthorised handling) with respect to the goods subject to reservation of title including all balance claims from the current account are hereby now surrendered by the customer at the amount of the invoice value. This also applies in the case that the above-mentioned restrictions did not allow resale. We accept the surrender. If we are only entitled to joint proprietorship of the goods under reservation of title, the advance surrender is restricted to the part of the claim that corresponds with the proportion of our joint proprietorship on the basis of the invoice value.

4. The customer is revocably authorised to collect claims surrendered to us on his own account and in his own name. This collection authorisation can be withdrawn if the customer does not meet his payment obligations. In the case of authorised withdrawal, the customer or his legal successor or insolvency administrator must provide the surrendered claims and the debtor with addresses upon request, provide all information necessary for collection, hand over the corresponding documents and immediately notify the debtor of the surrender.

5. If third parties access items under reservation of title, the customer must refer to our proprietorship and inform us immediately. Beyond this, he will immediately raise a claim at his own as elected litigator in accordance with § 771 ZPO.

6. In case of payment arrears by the customer, we are entitled to demand a return of the items under reservation of title and with withdraw from the contract under the legal conditions.

7. We will release the above-mentioned security of our own choice at the request of the customer, if the achievable value of the secured claims constantly exceeds 10 %. The estimated value for goods subject to retention of title counts as achievable and the nominal value, deducting one third, for surrendered claims.

IX. Customer obligations

1. The customer must ensure that storage and maintenance of the goods protects the quality and meets all relevant regulations. He is also obliged to comply with the labelling and identification regulations that deviate from the national valid regulations.

2. For authority samples, the customer must request a counter-sample and immediately send us the sample sealed by the official controller.

X. Place of fulfilment and surrender ban

1. The place of fulfilment for all deliveries is Garrel.

2. The surrender of claims gained by the customer from the business relationship with us is not permitted but we are entitled to surrender our claims from the business connection.

XI. Court of jurisdiction and applicable law

1. The exclusive court of jurisdiction for all claims resulting from the business relationship against merchants and persons under public law is Cloppenburg. This also applies to all claims from cheques or legal claims and disputes. We are also entitled to sue the customer in his general court of jurisdiction.

2. For cross-border services, Cloppenburg is the exclusive court of jurisdiction for all disputes from the contract relationship (article 17 EuGVÜ). However, we reserve the right to sue the customer in a general court of jurisdiction or call on any other court responsible on the basis of the EuGVÜ.

3. For all business and the whole legal relationship between the customer and ourselves, the laws of the Federal Republic of Germany exclusively apply; application of the United Nations agreement on international sales contracts (CISG) is excluded.

XII. Final clauses

1. Should one of the above mentioned conditions be or become ineffective, this does not affect the effectiveness of the remaining clauses. In place of the ineffective conditions, regulations apply that come closest to the economic purpose of the contract and appropriately safeguard the interests of both parties.

2. All previous general terms of business are hereby replaced. Note in accordance with § 33 BDSG: customer data will be processed electronically