

General Terms and Conditions of Sale and Delivery Leiber GmbH

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I. Scope of application, priority, completeness, reservation of confirmation, exports

1. The following Terms and Conditions of Sale and Delivery (hereinafter referred to as "Sales Terms") shall apply - subject to separate agreements - to all contracts concluded between the customer (hereinafter referred to as "Purchaser") and Leiber GmbH (hereinafter referred to as "Seller"), relating to the supply of contractual products, goods and delivery objects (hereinafter referred to as "Contractual Products").
2. The present Sales Terms shall only apply in the relationship to persons who, in the conclusion of the contract, act within the scope of their commercial or self-employed professional activities ("Unternehmer" - businesses), as defined in section 310 subsection 1 BGB (Bürgerliches Gesetzbuch - German Civil Code), as well as in the relationship to legal entities under public law or special funds under public law.
3. These Sales Terms, which correspond to the terms customary in the trade, shall also apply to all future contracts on the supply of Contractual Products between the Purchaser and the Seller, even if they are not expressly agreed again, provided that continuous business relations have been established with the Purchaser, and provided that the Purchaser is a business acting in commercial transactions.
4. The present Sales Terms shall apply exclusively. Different terms used by the Purchaser shall not be valid, in particular if they deviate from the present Sales Terms, if they contradict or amend them. Different terms used by the Purchaser shall only become valid if the Seller has expressly acknowledged them in writing. The present Sales Terms shall apply exclusively, even if the Seller, being aware of contradicting or deviating terms used by the Purchaser, has effected delivery of the order without reservation.
5. All agreements concluded between the Seller and the Purchaser with the aim of concluding or executing the contract relating to the supply of Contractual Products, have been set out in writing in these contracts. Additional oral agreements do not exist.
6. (1) Oral agreements concluded with employees who have not been authorised by the Seller to conclude contracts on the supply of Contractual Products, or have not been authorised by the Seller to the necessary extent, must be confirmed in writing by the Seller in order to become effective. On the Seller's side, only the employees in the sales department are authorised to conclude contracts on the supply of Contractual Products.

(2) This restriction on the authorisation shall not apply in case of a power of representation due to statutes or based on a person's position as a company body, a power of attorney with a statutory scope of application, or any form of authority by estoppel. In these cases, a legally valid oral agreement can be concluded. This is, for instance, the case if the acting person is a manager or proxy holder, or if an employee who does not belong to the sales department concludes contracts with the Seller's knowledge and tolerance, or if the Seller should have recognised and prevented such activities by an employee.

7. Contractual Products the export of which is subject to statutory or official permission, may only be re-sold and exported to countries and states which are subject to a permission obligation after prior written consent by the Seller.

II. Offer, acceptance and offer documents

1. An order by the Purchaser which is to be classified as an offer for the conclusion of a purchase contract in accordance with section 145 BGB, can be accepted by the Seller within four weeks from its receipt, by sending an order confirmation or by sending the ordered Contractual Products within the same period of time. This means that a contract will be concluded - unless agreed otherwise or in case of deviating practice - upon a written confirmation of the order by the Seller or upon sending of the Contractual Products.
2. Declarations by the Seller in connection with the supply contract (e.g. specification of the goods, protein values, ph values, analysis certificates, sample reports etc.) do, in case of doubt, not constitute the acceptance of a guarantee. In case of doubt, only expressed written declarations by the Seller on the acceptance of a guarantee shall be decisive.

III. Scope of the agreed services and supplies

1. The Seller's order confirmation shall be decisive for the scope of the service/supply - subject to special agreements.
2. The Seller reserves the right to carry out modifications or improvements with regard to packaging and the means of transport - subject to special agreements -, provided that this does not lead to an impairment of the usability of the Contractual Products and provided that the modifications are acceptable for the Purchaser.

IV. Prices and payment terms, endangerment of purchase price payment, set-off, Purchaser's retention rights

1. The agreed prices for the Contractual Products shall apply. The prices are net ex works (in this context, see clause VI No. 1), including packaging, subject to special agreement. All other costs which may be incurred, in particular loading charges, costs and risk of transport, shall - subject to special agreements - be borne by the Purchaser. The prices do not include statutory value added tax. This tax shall - in as far as provided for by law - be shown separately in the invoice, at the sum applicable on the date of the issue of the invoice.
2. The purchase price shall - subject to special agreements - be due for immediate payment upon receipt of the invoice by the Purchaser, unless other payment dates are specified in the order confirmation.
3. Payment shall only be deemed to have been effected once the Seller has final and unrestricted control of the sum. Cheques and bills of exchange will only be accepted on account of performance ("erfüllungshalber"); bills of exchange only after prior written agreement. Discounts and expenses as well as any currency losses shall be borne by the Purchaser, irrespective of whether or not the bill of exchange concerned is negotiated.
4. Should it be found after the conclusion of the purchase contract that the claim for purchase price payment is endangered due to a lack of performance capability on the part of the Purchaser, the Seller shall have the right to refuse performance or to initially request advance payment or provision of security. Should such advance payment or security not be provided within an adequate period of time, or should it be provided incompletely, the Seller shall have the right to withdraw from the contract.
5. The Purchaser shall only have set-off rights - even if the asserted claims relate to defects or counter-claims - if the claims he intends to set off have been determined in a legally binding manner, have been acknowledged by the Seller, or are undisputed or ready for judgment.
6. The Purchaser shall only have retention rights if such rights are based on the same contractual relationship. The Purchaser shall only have the right to exercise retention rights if his counter-claims have been determined in a legally binding manner, have been acknowledged by the Seller, or are undisputed or ready for judgment. The Purchaser's right to take legal action in order to assert his counter-claims shall not be affected by this provision.

V. Supply and delivery dates, supply terms, liability for delays in delivery, Seller's retention rights

1. (1) Delivery dates or periods (hereinafter referred to as Delivery Period) shall be as agreed between the parties.

(2) Compliance with these Delivery Periods by the Seller requires that all commercial and technical issues - in as far as they result from the basic contract or in as far as they are required for the fulfilment of the contract - have been clarified between the contracting parties, and that the Purchaser has fulfilled all obligations incumbent upon him - in as far as this is necessary for the execution of the contract - such as the provision of official certificates or approvals or a down payment. Should this not be the case, Delivery Periods shall be adequately extended. This shall not apply if the Seller is responsible for the delay.

(3) Agreed Delivery Periods shall also be adequately extended in case of changes in the contract which are due to the Purchaser's modification requests.

2. Compliance with the Delivery Period shall be under reservation of delays in delivery for which the Seller is not responsible, in particular in case of temporary de facto performance impairments for which the Seller is not responsible, such as disruption or interruption of operations due to acts of God or other types of force majeure as well as de iure performance impairments, such as unforeseeable temporary restrictions on the import of Contractual Products. The Seller shall promptly inform the Purchaser of any looming delays.
3. Delivery Periods shall - subject to special agreements - be deemed to have been complied with by the Seller if, at the time of their expiry, the Contractual Product is ready for collection at the factory or the stipulated external warehouse (in this context, see regulation in clause VI No. 1, in particular sentence 3), or if, in case of shipment of the Contractual Product having been ordered by the Purchaser (see clause VI No. 2 and No. 5), the Purchaser has been informed of the readiness for shipment.
4. (1) The Seller shall have a right of withdrawal should the owed Contractual Product or the owed service not be available for reasons beyond the Seller's scope of responsibility, for instance if, after the conclusion of the contract, performance becomes impossible, in cases of force majeure, more than just temporary strikes, natural disasters or if the Seller's suppliers fail to effect performance, or only do so incorrectly.
(2) A withdrawal declared by the Seller as a consequence shall, however, only be valid if the Seller informs the Purchaser promptly after having obtained knowledge of the lack of availability, and if the Seller promptly reimburses the Purchaser for any consideration which he may already have paid.
5. (1) Should the contract on which a transaction is based be a fixed contract as defined in section 286 subsection 2 No. 4 BGB, or in section 376 HGB (Handelsgesetzbuch - German Commercial Code), the Seller shall be liable in accordance with the statutory provisions. The same shall apply if the Purchaser, due to a delay in delivery for which the Seller is responsible, has the right to invoke his lack of interest in a further fulfilment of the contract.

(2) The maximum amount of the Seller's liability for damages shall be limited to the foreseeable damage which typically occurs in such cases. This restriction shall, however, not apply in as far as the delay in delivery is caused by an intentional breach of contract for which the Seller is responsible, whereby the Seller shall also be responsible for fault or negligence on the part of his representatives and by persons assisting in the performance of his obligations.

6. (1) The Seller shall also be liable to the Purchaser in cases of delays in delivery in accordance with the statutory provisions, if such delays in delivery are based on intentional or grossly negligent breaches of the contract for which the Seller is responsible, whereby the Seller shall also be responsible for fault or negligence on the part of his representatives and of persons assisting in the performance of his obligations.

(2) Liability for slight negligence shall, however, be excluded. This shall also apply with regard to liability for simple negligence by representatives and by persons assisting in the performance of the Seller's obligations.

(3) Liability for damages shall, in case of the Seller's liability, be limited to the sum of the foreseeable damages which typically occur in such cases. However, this restriction shall not apply in as far as the delay in delivery is caused by an intentional breach of the contract for which the Seller is responsible, whereby the Seller shall also be responsible for fault or negligence on the part of his representatives and of persons assisting in the performance of his obligations.
7. (1) The above exclusion of liability (clause V No. 6) in cases of slight negligence, also comprising the exclusion of liability for cases of slight negligence by representatives and by persons assisting in the performance of the Seller's obligations, shall not apply if a delay in delivery for which the Seller is responsible is based on a violation of a **material** contractual obligation attributable to the Seller's fault or negligence, whereby the Seller shall also be responsible for fault or negligence on the part of his representatives and of persons assisting in the performance of his obligations. In such cases, the Seller's liability shall be governed by the statutory provisions.

(2) Liability for damages shall, however, be limited to the sum corresponding to the foreseeable damage which typically occurs in such cases.

(3) Obligations are material for the contract if their fulfilment are essential for the proper execution of the contract, and if under normal circumstances the Purchaser can rely on their fulfilment. Disclaimers for slight negligence may not lead to an erosion of such legal positions held by the Purchaser which are essential for the contract, for instance by taking away or by restricting rights which, according to the contents and purpose of the contract, are the essence of that which is to be granted to the Purchaser under this contract.
8. Any further liability for delays in delivery for which the Seller is responsible is excluded. The Purchaser's other statutory claims and rights, which he is entitled to in addition to the damage claims due to a delay in delivery for which the Seller is responsible, shall remain unaffected.
9. (1) If the Purchaser is in delay with regard to acceptance of the Contractual Product, or if a shipment ordered by the Purchaser (see clause VI No. 2 and No. 5) is delayed by more than 10 working days for reasons beyond the Seller's scope of responsibility, or if the Seller holds claims against the Purchaser which are due or become due upon performance of the owed service or supply, the Seller shall have a right of retention. To this extent, the Seller shall in particular have the right to refuse further deliveries.

(2) These retention rights held by the Seller shall no longer apply once the Purchaser has fulfilled all those obligations which had led to the Seller holding a right of retention.

(3) The Purchaser can prevent the Seller from exercising his retention rights by means of provision of sufficient security. The decisive factor for the sum of the security shall be the value of the counter-claim.

(4) The Purchaser's right to file legal action in order to assert his counter-claims shall not be affected by this provision.

VI. Place of performance and fulfilment, shipment/packaging, passing of risk, delayed acceptance

1. Unless agreed otherwise in the contract, deliveries shall be effected ex works (EXW in accordance with the Incoterms 2000). According to this, the Contractual Products shall be held ready by the Seller for collection at the factory or at a stipulated external storage facility of the Seller. The specific factory or external storage facility shall be stipulated - subject to special agreements - in the order confirmation. Should such information or special agreement not have been provided, the factory at the Seller's headquarters in Bramsche shall be deemed to have been agreed.
2. In case of a corresponding order by the Purchaser, the Seller shall also carry out loading and/or shipment. Loading and/or shipment (Transport) shall in such cases - subject to deviating agreements - be carried out uninsured and at the Purchaser's expense and risk (Transport Risk).
3. The risk of accidental destruction or accidental deterioration of the Contractual Product (Passing of Risk) shall pass to the Purchaser at the time when the Contractual Products are held ready for collection at the factory or at the external storage facility specified in the order confirmation or in a special agreement, either (1) by providing the collecting Purchaser with direct possession of the Contractual Products held ready for collection by means of transporting the Contractual Products to the loading station at the factory or by transporting the Contractual Products to the corresponding external storage facility or (2) by informing the Purchaser of the readiness for shipment or (3) upon expiry of an agreed delivery period. The risk shall also pass to the Purchaser in case of a delay in acceptance (see section 446 sentence 3 BGB, section 300 subsection 2 BGB).
4. The Seller shall not take back any transport packaging or other packaging. The Purchaser shall be responsible for the disposal of packaging at his own expense.
5. Should a shipment ordered by the Purchaser not be able to be effected due to a request by the Purchaser or otherwise for reasons within the Purchaser's scope of responsibility, the Seller shall store the Contractual Products at the Purchaser's expense and risk. In such cases, the notification of the readiness to effect shipment shall replace the shipment. This shall not affect the time of the passing of risk.

VII. Warranty/ liability for defects

1. The Purchaser's claims based on impairments of the performance of obligations or on breaches of obligations on the part of the Seller, in particular his rights based on defects ("Mängelansprüche") shall be governed by the statutory provisions, unless agreed otherwise in this contract.
2. The Purchaser shall be obligated to examine the Contractual Products "after delivery", in accordance with the statutory obligations set out in section 377 HGB. The Purchaser shall only be entitled to claims based on defects if the Purchaser has properly fulfilled his obligations of examination and notification as set out in section 377 HGB, in particular only if he has notified the Seller in writing of any defects which may occur, 2 weeks after the occurrence or discovery of such defects at the latest.
3. Claims based on defects are also excluded - in addition to the provision in clause VII No. 2 sentence 2 - if a deviation from the agreed characteristics is insignificant or if usability is only insignificantly impaired.
4. Claims based on defects shall in particular not arise if a defect did not exist at the time of passing of the risk but was caused after that time, for example due to unsuitable or improper use which does not comply with the agreed or normal intended use, or if a defect was caused by external force, improper storage or use, or by improper or negligent treatment by the Purchaser or by a third party.
5. In the event of a defect in the purchased object, the Seller shall have the right to, at his discretion, either provide subsequent performance by means of an elimination of the defect, or to deliver a new object which is free from defects. In all cases, the Purchaser shall be obligated to grant the Seller an adequate period of grace for subsequent performance. If the defect is eliminated, the Seller shall be obligated to bear all expenses necessary for the elimination of the defect, provided that this does not lead to an unreasonable burden for the Seller.
6. Should the Purchaser claim a defect which, after a corresponding examination, objectively does not exist, the Seller shall have the right to invoice the Purchaser for the costs incurred in connection with the examination, including any transport costs. The same shall apply if the defect claimed by the Purchaser is a defect which is not subject to warranty.
7. Should subsequent performance fail, the Purchaser shall, at his discretion, be entitled to request the statutory rights in cases of defect as set out in section 437 BGB, such as withdrawal or price reduction, and/or to request damages or reimbursement of expenses. However, a withdrawal from the contract is excluded if a defect is insignificant. Subsequent performance shall be deemed to have failed after the second unsuccessful attempt, unless additional attempts at rectification are adequate due to the nature of the contractual object, and are reasonable for the Purchaser.
8. (1) If the Purchaser asserts damage claims as statutory rights in case of a defect, the Seller shall be liable in accordance with the statutory provisions, provided that the Purchaser's damage claims are based on intent or gross negligence, including intent or gross negligence on the part of his representatives and persons assisting in the performance of his obligations.

(2) Liability for slight negligence shall, however, be excluded, also for slight negligence on the part of the Purchaser's representatives or persons assisting in the performance of his obligations.

(3) If the Seller is liable, his liability for damages shall be limited to the sum of the foreseeable damage which typically occurs. The foreseeable damage which typically occurs is furthermore limited to a maximum liability sum of 5 million Euro. These limitations shall, however, not apply if the Seller is accused of an intentional breach of the contract, including cases of intentional breaches of contract by the Seller's representatives and by persons assisting in the performance of his obligations.

9. (1) The above disclaimer (clause VII No. 8) for liability in case of slight negligence, including the disclaimer for slight negligence on the part of representatives or persons assisting in the performance of a party's obligations, shall not apply in case of a violation of a material contractual obligation attributable to the Seller's fault or negligence, including a violation of a material contractual obligation attributable to fault or negligence on the part of the Seller's representatives or of persons assisting in the performance of his obligations. In such cases, the Seller's liability shall be governed by the statutory provisions.

(2) In this context, liability for damages shall, however, be limited to the foreseeable damages which are typically incurred. These foreseeable damages which are typically incurred are furthermore limited to the maximum liability sum of 5 million €.

(3) Obligations are material for the contract if their fulfilment is essential for the proper execution of the contract, and if under normal circumstances the Purchaser can rely on their fulfilment. Disclaimers for slight negligence may not lead to an erosion of such legal positions held by the Purchaser which are essential for the contract, for instance by taking away or by restricting rights, which, according to the contents and purpose of the contract, are the essence of that which is to be granted to the Purchaser under this contract.

10. In as far as the Purchaser can claim payment of damages in lieu of performance ("Schadensersatz statt der Leistung"), the Seller's liability shall be limited to the foreseeable damage which typically occurs in such cases. This foreseeable damage which typically occurs is furthermore limited to the maximum liability sum of 5 million €. However, the above limitations shall not apply should the Seller be accused of an intentional violation of the contract, including an intentional violation of the contract on the part of the Seller's representatives or persons assisting him in the performance of his obligations.

11. The above provisions shall also apply to the claim for reimbursement of wasted expenses. The above provisions shall not lead to a change regarding the burden of proof to the Purchaser's disadvantage.
12. Liability for damages which relate to health effects, human injury or loss of life attributable to the Seller's fault or negligence, or to fault or negligence on the part of his legal representatives or persons assisting him in the performance of his obligations, shall not be affected by the restrictions agreed above; this shall also apply to mandatory liability under the Produkthaftungsgesetz (Product Liability Act) and if a guarantee had been taken over.
13. Unless provided for otherwise above, liability shall be excluded.

VIII. Limitation of action for claims based on defects

1. (1) The Purchaser's claims based on defects for Contractual Products which are subject to the regulations of the LFGB (Lebensmittel- und Futtermittelgesetzbuch - German Food and Feed Code), and which are **food products** as defined in said code, shall become time-barred after expiry of the maximum best before date ("Mindesthaltbarkeit"), according to the maximum best before date as determined by the Seller for the respective Contractual Product in compliance with § 7 LMKV (Verordnung über die Kennzeichnung von Lebensmitteln - Decree on Labelling of Food Products), for instance on the packaging of the Contractual Products or on existing analysis certificates, subject to deviating agreement.

(2) The **period of limitation** shall, however, not commence upon production, but only at the time of passing of the risk. The Purchaser's claims based on defects for Contractual Products with a **solid state of matter** therefore become time barred **15 months** after the passing of the risk at the latest, unless the running of the limitation period has been suspended or interrupted. The Purchaser's claims based on defects for Contractual Products with a **liquid state of matter** therefore become time barred **9 months** after the passing of the risk at the latest, unless the running of the limitation period has been suspended or interrupted.

(3) The aforesaid shall not apply if the Seller has fraudulently concealed the defect, if he had assumed a guarantee regarding the characteristics, nor if the Contractual Product in question is a product which, in accordance with its normal use, has been used for a building and has caused this building to be defective. In such cases, the statutory regulations shall apply.
2. The Purchaser's claims based on defects for Contractual Products which are to be classified as **feed products** shall become time barred **12 months** after the passing of the risk, unless the Seller has fraudulently concealed the defect, had assumed a guarantee regarding the characteristics, or if the Contractual Product in question is a product which in accordance with its normal use has been used for a building and has caused this building to be defective. In such cases, the statutory regulations shall apply.

3. The Purchaser's claims based on defects for **other Contractual Products** shall become time barred **12 months** after the passing of the risk, unless the Seller has fraudulently concealed the defect, had assumed a guarantee regarding the characteristics, or if the Contractual Product in question is a product which in accordance with its normal use has been used for a building and has caused this building to be defective. In such cases, the statutory regulations shall apply.
4. In case of subsequent performance, the limitation periods agreed in clauses VIII Nos. 1 to 3 shall apply mutatis mutandis with regard to the parts of the Contractual Products which are affected by the subsequent performance, calculated as per the time the subsequent performance was carried out, unless the Seller has fraudulently concealed the defect, had assumed a guarantee regarding the characteristics, or if the Contractual Product in question is a product which in accordance with its normal use has been used for a building and has caused this building to be defective. In such cases, the statutory regulations shall apply.
5. The Purchaser's damage claims based on defects also become time barred after expiry of the deadlines specified in clause VIII Nos. 1 - 4, calculated from the time of the passing of the risk. This shall, however not apply to the cases listed in clause IX No. 4 section (2), in which cases the statutory regulation shall continue to apply.
6. This shall not affect the limitation period from the time of passing of the risk in cases of a delivery recourse ("Lieferregress") pursuant to sections 478, 479 BGB.

IX. Total liability, limitation of action in other cases

1. Any liability for damages going beyond the regulation in clause VII shall - irrespective of the legal nature of the asserted claim - be excluded. This shall in particular apply to damage claims based on breaches of duty prior to the conclusion of a contract, on other violations of duties or claims for compensation for material damages based on tort pursuant to section 823 BGB. The regulations in clause VII. relating to damages shall therefore apply mutatis mutandis.
2. The restriction pursuant to clause IX No. 1 shall also apply if the Purchaser requests reimbursement of wasted expenses instead of damages in lieu of performance.
3. In as far as the Seller's liability for damages is excluded or restricted, this shall also apply with regard to the personal liability for damages of his employees, staff members, workers, representatives and persons assisting the Seller in the performance of his obligations.
4. (1) Unless provided for otherwise in these terms and conditions, all claims held by the Purchaser - irrespective of their legal foundation - shall become **time barred after 12 months**.

(2) However, the **statutory limitation periods** shall apply to **damage claims** based on intentional or grossly negligent violations of duties, on violations attributable to fault or negligence which relate to health effects, human injury or loss of life, on fraudulently concealed defects, on the lack of a guaranteed characteristic or on product liability claims, as well as claims caused by a Contractual Product which, in accordance with its normal use, was used for a building and has caused this building to be defective.

5. The above regulations shall also apply to the claim for reimbursement of wasted expenses. The above regulations shall not lead to a change in the burden of proof to the Purchaser's disadvantage.

X. Reservation of title, insurance obligation from the time of passing of the risk

1. Up until the fulfilment of all claims, including all outstanding balance claims for current accounts, which the Seller may at present or in the future hold against the Purchaser, the delivered Contractual Product (hereinafter referred to as Reserved-Title Goods) shall remain the Seller's property. Should the Purchaser act in violation of the contract, for instance due to a default in payment, the Seller shall have the right, after having granted an adequate period of grace, to take back the Reserved-Title Goods. If the Seller takes back the Reserved-Title Goods, this shall constitute a withdrawal from the contract. If the Seller impounds the Reserved-Title Goods, this shall also constitute a withdrawal from the contract. The Seller shall have the right to exploit the Reserved-Title Goods after taking them back. After deduction of an adequate sum for the exploitation expenses, the exploitation proceeds shall be set off against the sums owed by the Purchaser.
2. The Purchaser shall be obligated to handle and store the purchased goods diligently; he shall in particular be obligated to sufficiently insure them, from the time of the passing of the risk onwards, against natural hazards such as fire, water and theft, at their replacement value and at his own cost.
3. In the event of impounding or other encroachments by a third party, the Purchaser shall promptly inform the Seller thereof in writing, in order for the Seller to be able to file action in accordance with section 771 ZPO (Zivilprozessordnung - German Civil Procedure Code). The Purchaser shall promptly provide the Seller with all necessary information and forward the required documents. Should the third party, in spite of a corresponding judgment or a similar obligation towards the Seller, not be able to reimburse the Seller for the court fees and other legal costs of a law suit pursuant to section 771 ZPO, the Purchaser shall be liable towards the Seller for the deficit incurred.
4. The Purchaser shall have the right to sell and/or use the Reserved-Title Goods within the proper course of his business transactions, provided he is not in default with payment. Pledges or transfers as security are not permitted. The Purchaser hereby assigns to the Seller by way of security the full amount of all claims (including all outstanding balance claims from current accounts) resulting from the re-sale or on a different legal basis (insurance, tort) with regard to the reserved title goods. The Seller hereby accepts this assignment. The Seller hereby authorises the Purchaser - an authorisation which can be withdrawn - to collect the claims assigned to the Seller in his own name for the Seller's account. This collection authorisation can be withdrawn

at any time should the Purchaser not properly fulfil his payment obligations. The Purchaser shall not have the right to assign this claim, even for the purpose of collecting such claims by means of factoring, unless the factor is at the same time obligated to pay out directly to the Seller a sum of the consideration corresponding to the claim, while the Seller still holds claims against the Purchaser.

5. Any processing or alteration of the Reserved-Title Goods by the Purchaser is being carried out for the Seller. Should the Reserved-Title Goods be processed with other goods which do not belong to the Seller, the Seller shall obtain co-ownership in the new object in the relation of the value at the time of processing of the Reserved-Title Goods (final invoice value incl. value added tax) in comparison to the other processed goods. The new object created through processing shall be subject to the same terms as the Reserved-Title Goods. Should the Reserved-Title Goods be inseparably amalgamated with other goods which do not belong to the Seller, the Seller shall obtain co-ownership in the new object in the relation of the value at the time of amalgamation of the Reserved-Title Goods (final invoice value incl. value added tax) in comparison to the other amalgamated goods. If the Purchaser's goods are to be considered as the main object as a consequence of amalgamation, the Purchaser and the Seller hereby agree that the Purchaser shall transfer to the Seller a pro-rata share of co-ownership in this object. The Seller hereby accepts this transfer. The Purchaser shall keep for the Seller any such sole or co-ownership in an object owned by the Seller.
6. In order to secure the claims held by the Seller against the Purchaser, the Purchaser hereby assigns to the Seller all claims which the Purchaser obtains against a third party due to the compounding of the purchased goods/ Contractual Product with real estate property.
7. The Seller shall have the right to request that the Purchaser promptly inform him of the assigned claims and their debtors, that he provide all information required in order to collect such claims, and that he forward the necessary documents.
8. An application for the conduction of insolvency proceedings against the Purchaser's assets shall entitle the Seller to withdraw from the contract and to take back the Reserved-Title Goods.

XI. Place of performance, place of jurisdiction, governing law

1. The place of payment for all payments (including law suits relating to cheques and bills of exchange) for commercial transactions shall be the Seller's established place of business. The Seller's established place of business is the place of the Seller's headquarters in Bramsche.

2. For all disputes arising in connection with this contract, including especially such regarding its existence, the courts at the Seller's established place of business shall have exclusive local and international jurisdiction for commercial transactions, provided that the Purchaser is established within the Federal Republic of Germany or in another member state of the European Union (EU). The Seller shall, however, have the right to also file legal action against the Purchaser at the Purchaser's established place of business. The Purchaser's established place of business is its place of business as set out in the statutes, or the place of its headquarters or main establishment.
3. Should the Purchaser not be established within the Federal Republic of Germany or another member state of the European Union (EU), the following arbitration clause is hereby agreed:

All disputes arising from this contract or with regard to its validity shall be finally decided in compliance with the Schiedsgerichtsordnung (Rules of Arbitration) compiled by the Deutsche Institution für Schiedsgerichtsbarkeit e.V. (DIS), in their version valid at the time proceedings are filed, at the exclusion of recourse to regular legal proceedings. The arbitration proceedings shall take place in Bramsche. The language of the arbitration proceedings shall be German. The arbitration court shall give its judgment on the basis of the agreed German substantive law. Decisions are to be given by a single arbitrator, or, should the value in dispute exceed 500,000.- €, by three arbitrators, whereby the chairperson or single arbitrator must be qualified to hold the office of a judge in Germany.

4. The relationship between the contracting parties shall be governed exclusively by the law of the Federal Republic of Germany.
5. The contractual language is German. Should these General Terms and Conditions of Sale and Delivery be provided as a translation into other languages, the German version shall take priority in case of differences between the two versions. The German version shall also be decisive for the interpretation.
6. The headlines of the individual clauses in these General Terms and Conditions of Sale and Delivery shall only serve for improved orientation, and shall have no independent regulatory content and no legal significance.