

**General Terms and Conditions of Purchase of  
Peter Emming Agrarkontor- und Handel GmbH & Co. KG  
Winterswijker Straße 8  
46354 Südlohn-Oeding (Germany)**

These General Terms and Conditions of Purchase ("General Purchasing Conditions or AEB") are part of all orders or contracts between the Parties.

**§ 1 Scope**

- (1) These General Terms and Conditions of Purchase ("AEB") apply as general terms and conditions (AGB) for all orders by Peter Emming Agrarkontor- und Handel GmbH & Co (Agrarkontor or Buyer).
- (2) These AGB apply exclusively; different general terms and conditions of the Seller will not be recognized by Agrarkontor without your express consent.
- (3) Different or conflicting conditions do not apply even if Agrarkontor accepts the delivery without objections.
- (4) These conditions of purchase apply only to entrepreneurs in the meaning of § 14 BGB.

**§ 2 Conclusion of contract – declarations – rights**

- (1) Orders are binding if they are placed in writing by Agrarkontor. All attachments or specifications that are attached to or included in the order to specify the delivery or service form the binding contents of the order.
- (2) Changes or additions to an order or individual service conditions require written confirmation from Agrarkontor to be valid.
- (3) If the order is not confirmed in writing within 10 days, Agrarkontor has the right to cancel the order before receipt of the Seller's declaration of acceptance.
- (4) We reserve property rights and copyrights to illustrations, drawings, drafts, calculations, and other documents. These documents may only be used and/or reproduced for the purpose of processing the order.

**§ 3 Subject of the contract and terms of delivery**

- (1) The agreed delivery dates are binding and refer to the goods receipt at Agrarkontor. Deliveries at an earlier time or partial delivery of the goods require the prior written consent of the Buyer.
- (2) If the Seller determines that he cannot fulfil his obligations under the contract / order in whole or in part or cannot meet the delivery date, he is obliged to immediately inform Agrarkontor in writing, stating the reasons for the delay and its expected duration.
- (3) If the day on which the delivery is to take place at the latest can be determined on the basis of the contract, the Seller is in default at the end

of this day without the need for a reminder from Agrarkontor.

- (4) Agrarkontor has the right to make legal claims if the Seller is in arrears, in particular Agrarkontor can assert damage caused by delay. The unconditional acceptance of the delayed or partial delivery shall not mean a waiver of claims for compensation. This also applies if the Seller has informed Agrarkontor about the delay in delivery.
- (5) Unless otherwise agreed between the Parties, the Seller bears the costs of transport insurance in the event of theft, damage, transport damage, fire damage or contact with water or other dangers.
- (6) Unless otherwise agreed, delivery is free and at the risk and expense of the Seller in accordance with Incoterms 2020 DDP (delivered-duty paid). The current Incoterms at the time of the order always apply, currently being the Incoterms 2020.
- (7) The risk of accidental loss and damage to the goods passes to Agrarkontor only upon receipt of the goods at the place of delivery. The place of delivery is always the seat of Agrarkontor in Südlohn-Oeding, Winterwijker Straße 8, unless a different place of delivery is specified in the order or is agreed otherwise.
- (8) The ordered goods are delivered to the Buyer together with the required transport documents during business hours and to the agreed address (place of delivery).
- (9) Unless otherwise agreed between the Parties, the Seller has to provide a copy of the invoice, the quality certificate, the weight specification and the document confirming the delivery of the product (specification / waybill (CMR, CIM) / other delivery note).

In the case of imports, especially outside the European Union or the European Economic Area, the Seller is obliged to attach the following documents to the delivery:

- Original documents required for the application of the preferential / reduced tariffs,
- All documents related to the import of the goods.

In the case of a delivery under the Incoterms EXW conditions, the Seller, if he buys the product from a supplier outside the above, is obliged to provide the corresponding VAT identification number of this supplier and other data necessary for the processing of the order.

#### **§ 4 Prices**

- (1) Unless agreed otherwise, the prices of the order / contract are in euros and do not include VAT.
- (2) The Seller must issue an invoice for the delivery.

The invoice must contain in particular: description of the goods, quantity, unit price, and final price, as well as the tax identification number of the Seller.

- (3) The Buyer can send invoices in PDF format to the following email address: [Invoice@milkpartners.com](mailto:Invoice@milkpartners.com)

#### **§ 5 Payment terms**

- (1) Payment is deemed to have been made on the day on which the amount due is debited from the bank account of the Buyer.
- (2) If the delivery does not comply with the terms of the order / contract, the Buyer has the right to withhold the purchase price payment.

#### **§ 6 Warranty and complaints**

- (1) Agrarkontor will inspect the goods for visible transport damage and visible defects within a reasonable period of time after receipt of the goods. Agrarkontor is not responsible for any further inspection obligations. The Seller grants a period of 10 days for the inspection of the incoming goods within which the visible defects / damages need to be reported.
- (2) If no defects are reported within 10 days, the Agrarkontor's right to report defects within the warranty period and to assert warranty rights does not expire. The Seller grants a period of 10 days within which the defects found later need to be reported.
- (3) If there are defects, the compensable damage also includes costs that Agrarkontor incurs due to the fact that the goods are not free of defect, especially the costs of inspections of the goods, official sampling, and tests; costs of necessary recalls, as well as legal costs.
- (4) The Seller is also liable for consequential damage due to further processing of a defective product or damage resulting from the defect in the delivered goods with end consumers.
- (5) If Agrarkontor faces claims in reference to defects in the goods for which it is not responsible, the Seller shall indemnify Agrarkontor from all claims by third parties, including the costs of any recalls. This does not apply if the Seller proves that he is not responsible for the defect, unless the Seller has guarantee liability.
- (6) The Seller guarantees that there are no applicable patents, copyrights, related rights,

know-how or other rights of third parties that would be violated by the use of the product by the Buyer. The Seller undertakes to release the Buyer from liability in this respect.

#### **§ 7 Trade secret, confidentiality agreement**

- (1) The Seller is obliged, in regards to the information provided to Agrarkontor, in particular concerning development, inventions, manufacture, purchasing, accounting, marketing and sales policy, sales, new product plans and goals, records, samples, models, drawings, sketches, development processes, production systems, content, the fact of the business relationship, key contracts (collectively called "Confidential Information") or which otherwise become known to the Seller due to the business relationship, to treat as permanently confidential, not to use it for any purpose in any commercial manner without the written consent of Agrarkontor, or disclose to any third party or use for own benefit or for the benefit of a third party.
- (2) The law on the protection of business secrets (GeschGehG) applies.
- (3) The seller undertakes to ensure that all persons hired by him (corporate bodies, employees, consultants, suppliers, etc) and other persons whom he grants access to the confidential information are subject to the same duty of confidentiality vis-à-vis Agrarkontor.
- (4) The obligation to keep the information confidential is unlimited in time and remains in effect even after the end of the business relationship.

#### **§ 8 Severability clause**

If any individual provisions of the contract with the Seller, including these AEB, are or become ineffective in whole or in part, the validity of the remaining provisions shall not be affected.

#### **§ 9 Final provisions, choice of law and place of jurisdiction**

- (1) In the event of a dispute, all contracts concluded with Agrarkontor are subject exclusively to the law of the Federal Republic of Germany. The German jurisdiction is solely applicable. This also applies if the Seller does not have a general place of jurisdiction in Germany or if the place of business, place of residence or habitual residence is not known at the time when a lawsuit is filed.
- (3) The application of UN law on sales is excluded.

- (4) The exclusive place of jurisdiction for all disputes arising from a contract is 46354 Südlohn in Germany.