

## General Terms and Conditions for Sale

### A. General

1. Following general trading conditions apply for the F.Rellmann GmbH, Buchholz all by us delivered offers and contract acceptance. If our contracting party should have explained own trading conditions with its offers or contract acceptance for applicable, then it does by the conclusion of a contract with us without the application of these own trading conditions and recognizes ours unreservedly on.
2. Our offers are not-binding, if they are designated not expressly all firm offers.
3. A purchase on trial basis is impossible, as far as is not in writing something else agreed upon. Also so far the buyer before or during placing of order orientation sample or pieces of opinion for the approximate condition of the commodity made available are, comes off thereby none „purchase on trial basis
4. Recommendations of the salesman over way of the use of the commodity are always noncommittal and do not become not part of contract.
5. Supply of all fertilizers takes place in principle only for direct use as fertilizer in the German agriculture.
6. We supply only fertilizers, which correspond to the regulations of the German fertilizer law and the fertilizer regulation, and which within the legally specified tolerances the assured nutrient contents, nutrient forms and - solubility's exhibit.

### B. Termination

1. Given orders apply only after our written confirmation as accepted. The acceptance of the order must be explained at the latest within two weeks after entrance of the order, otherwise one no order comes off.
2. Verbal special agreements are them before or after conclusion of a contract met require to their effectiveness of the written confirmation.

### C. Prices and Requirement

1. Our prices understand themselves without value added tax.
2. For the price calculation the outlet weight is determining.
3. If public charges should be increased and/or again introduced or occurred increases in freight after conclusion of a contract, then we are entitled to adapt the purchase price.
4. To conclusion of a contract also retroactively occurred price increases by the suppliers go debited to the buyer. The buyer has the right in this case to explain the cancellation of the contract this right exists within one period from 14 days to report of the price increase.

### D. Consignment and Performance acceptance test

1. If we cannot keep the agreed upon time for delivery, because the supply can come only from the available the production either ex factory or from stock, the buyer has to grant an appropriate delivering subsequently period. The parties are itself over the fact united that an appropriate delivering subsequently period amounts to 4 weeks. The period begins with the day, on which we were set in writing by the buyer in delay
2. From us disturbances in the business concern, in particular work strikes which can be represented and lockouts as well as other cases of higher force, both with us and in the enterprises of the external supplier do not lead to the extension of the times for delivery beyond the four weekly delivering subsequently period around maximally further 4 weeks. At expiration of this term the buyer is entitled to the cancellation of the contract.
3. The supply takes place via truck, ship or course in choice of the salesman. If the buyer requires a certain kind of dispatching, then extra costs go in relation to a freight-more favourable kind of dispatching to his loads. Given ones executable shipping orders can be changed however in agreement with the salesman. Thereby developing extra costs go debited to the buyer
4. The deliver liability are considered as fulfilled, as soon as the commodity is handed over to the carrier at the place of delivery. Place of delivery is the place of dispatching. Period periods are not set by the delivery to the carrier on. These begin to run only starting from receipt of the commodity.
5. With the delivery of the commodity to the carrier the danger of its coincidental fall or its degradation turns into on the buyer, even if freight-free one supplies.
6. As long as the buyer from same or another conclusion of a contract with the acceptance is in delay, the salesman can reject a further supply of the buyer
7. As far as nothing else is agreed upon, at the time of the conclusion of a contract the valid Incoterms is a component of our contracts.
8. Assured times for delivery are only approximate and justify during excess no delay.

9. We are entitled to partial deliveries.
10. Less and/or multi-supplies up to 10% of the contracted quantity are to be recompensed permissible and by the contracting party accordingly lower and/or more highly

#### **E. Warranty for defects**

1. Any objections in the trade with buyers are immediate to submit at the latest within 7 calendar dates after receipt of the commodity in writing. Objections with truck supplies are to be immediately made valid after delivery of the commodity of the receiver.
2. If quality faults and/or short weight are to be made valid with a commodity supplied by railroad car, the buyer will let an ascertainment of the facts accomplish immediately by a suitable expert. The ascertainment of the facts as well as the waybills and possible Waggon-lead are to be submitted us immediately. The buyer will give in time opportunity to the salesman to the participation in the assessment of damages and lack.
3. If quality faults and/or short weight are to be made valid with a commodity supplied with ship, the buyer becomes, by whom responsible average adjuster at the latest with the deletion of the charge have an assessment of damages accomplished. The damage report of the average adjuster as well as possible airlock-lead (Lukenplomben) are to be submitted us immediately. The buyer will give in time opportunity to the salesman to the participation in the assessment of damages and lack
4. If notices of defect are justified, the buyer has the right to cancel the commodity kept against appropriate reduction of price too or however the contract. In case of complaint, buyer is obliged to declare cancellation of contract or to suggest purchase price for claimed product. If by buyer failed seller has right to declare cancellation. The buyer is obligated to ensure that the identity of the complained of can be free of doubts determined with the supplied commodity.
5. If nothing else is express and in writing agreed upon, the salesman is responsible only for it that the supplied commodity for the usual use is suitable, for whom the commodity becomes normally related. With use of the commodity for purposes, which do not correspond to the usual use, the salesman does not take over any guarantee.
6. The liability for damage of the salesman in the context of a sales contract is limited to a maximum amount of EUR 2.000.000,00.

#### **F. Terms of Payment**

1. Payments are to be made net cash, times fixed for payment begin in principle with the day of the date of the first invoice.
2. A notice of defect entitled only to that extent for the restraint of the purchase price, raised from the buyer, when it concerns the purchase price of the criticized object of the purchase or a part of the complete sales order. If the validly made lack is slight in relation to the purchase price of the criticized object of the purchase and/or the complete sales order, then the denial of the purchase price payment is in principle impossible.

#### **H. Charging**

1. The set-off against our requirement for purchase price is impossible, unless the counterclaim is undisputed or validly determined

#### **I. Default of Payment**

1. With delay of payment stand for the salesman from the day of the beginning delay at interests too at a value of 8% over the basis interest rate. The asserting one higher damage remains proven reserving.
2. The salesman has the right with delay of payment and at fruitless operational sequence of a respite of 7 days in addition to make further achievements from the contracts not fulfilled yet dependent on an appropriate payment in advance.

#### **J. Degradation of Creditworthiness**

1. The salesman has a right to withdraw from the contract, if the buyer made its credit-worthiness causing facts incorrect data over its person or those, its payments adjusts, over its fortune an insolvency procedure is requested or facts to be present, the cause for entitled doubts about the credit-worthiness of the buyer to
2. Under the same conditions the salesman can place demands against the buyer with immediate effect due, even if one date of payment is agreed upon

#### **K. Reservation of proprietary rights**

1. The salesman keeps himself the property at the supplied commodity up to the full payment of all it from the business relation with the buyer which are entitled demands forwards. This applies also, if one date of payment is agreed upon. With the devotion of cheques or changes by the buyer the reserved property of the salesman up to the bar redemption also this possible Prolongation remains existing. A pledge or a transfer by way of security of the commodity is inadmissible before their full payment.

2. The buyer is obligated to insure the supplied commodity against damage. The buyer up to the height of the demand for salesman steps the demands against the insurer, developing from a case of loss, in advance to the salesman off to the safety device of the requirements of the salesman in the case that insurance is final over a total stock .
3. The buyer has to store the commodity separately and avoid a mixture, whereby the achievement of the salesman is to be marked.
4. The buyer is entitled to further-sell and delivers to its buyer the commodity in the context of the normal course of business before payment in full. It has to designate the commodity on the calculation or the delivery note after the mark or the make. All demands, which the buyer from the far sale or passing on of the supplied commodity acquires on third, are surrendered, as long as the salesman has demands from supplies against the buyer, in advance to the salesman to the safety device of its requirements. The buyer explains itself in agreement with the assignment in advance. The salesman accepts the transfer. It does not require a special document over the transfer.
5. The buyer can require a renouncement of the salesman, as far as the value of the commodity standing under retention of title and the retired demands exceeds the debt of the buyer opposite the salesman around more than 20%. For this an agreement over the individual demands which can be released is necessary.
6. If the buyer fulfilled his liabilities from supplies opposite the salesman all, then the salesman possibly still retires from the assignment in advance which are entitled demands on the buyer to him. In this case a special arrangement is not necessary regarding the individual demands.
7. The buyer is authorized to draw in the salesman being entitled demands acquired by transfer as long as it follows its obligation to pay as stipulated opposite the salesman. It is obligated to exhaust the drawn in money to the salesman as far as its demands are due.
8. The buyer has to immediately communicate the access to the commodity supplied under retention of title as well as to retired demands to the salesman
9. If the buyer does not keep the agreed upon terms of payment or against his obligations from this agreement offends, the salesman is entitled in the trade among buyers for the cancelling of the reservation commodity at expense of the buyer, without herein a cancellation of the contract lies.
10. As far as the payment of the commodity did not take place and the buyer stops his payments and/or equal facts which can be judged admits becomes, a requirement on segregation and/or alternate selection is entitled to the salesman according to the regulations of the insolvency .
11. Right ones from the retention of title and from all special forms of the retention of title specified in these conditions apply up to the complete exemption from contingent liabilities, which the salesman was received in the interest of the buyer

**L. Data protection**

1. are entitled to process those concerning the business relation or in connection with these received data, equal whether these from the buyer or from third come, in accordance with the regulations of the Federal Law for Data.

**M. Void in part**

1. If one of the managing conditions should prove totally or partly as invalid, that does not affect the validity of the remaining conditions.

**N. Applicable Law and Jurisdiction**

1. We invoke to the decree of the European Union (EG) Nr. 44/2001 from the 22. December
2. The United Nations Convention on International Sales of Goods does not apply .

**gez. F. Rellmann GmbH \* 21244 Buchholz i.d.N.**  
0/81, revised 12/05; 01/07)

Please send this execution signed back to us

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Date/ Signature/ Stamp