

General terms and conditions of purchasing of the INTERDEL Handelsgesellschaft m.b.H.

1. Scope of application:

These business conditions are applicable to all business operations of INTERDEL Handelsgesellschaft m.b.H. (subsequently called briefly "INTERDEL"), in which the company works as purchaser of meat products of all kinds. The German original version is valid, other versions are merely informative. Adverse or therefrom differing agreements or business conditions in this respect explicitly are not excepted, unless INTERDEL agrees explicitly and in written form. The personnel of INTERDEL explicitly has no authority to agree upon oral exemptions. The fulfilments of contract of INTERDEL are not regarded as agreement to differing terms of contract. The contracting party of INTERDEL is subsequently called briefly as "supplier".

2. Subject:

INTERDEL purchases meat products from the supplier. The kind of good, quantity, price, time and place, as well as further determinants of the pick-up or delivery are left to respective detailed agreement.

3. Price:

The agreed price unless otherwise agreed is a firm price that does not include the value-added tax and is including in connection with the performance of all ancillary services, expenses and charges of the supplier – so e.g. any possible costs for transport, unloading, insurance, packaging, taxes, custom duties and charges.

4. Payment methods:

The invoice is to be sent after complete performance to INTERDEL in the respective legally intended form separately on every order indicating the contract number and with correctly stated legal value-added tax, thus it is not to be attached to the delivery. The payment is to be done within 30 days from the day of the receipt of the contract-compliant invoice, whereas this respite does not start before the complete fulfilment or before the date of delivery.

5. Deliveries:

On all deliveries is to consign a completely filled in delivery note with exact specifications of all order dates. The delivery in advance and partial delivery are only accepted with the approval of INTERDEL. The goods are at supplier's risk until the delivery of the goods.

The delivery address and the delivery time that are indicated in the detailed agreement are binding. The delivery time is a fixed date. Thus INTERDEL at a default in delivery is authorized to withdraw from the contract without giving a respite or not to withdraw and to insist further on performance. The damages at law from a possible culpable default remain unaffected of this right of withdrawal.

In case of withdrawal INTERDEL is authorized to purchase the goods on order from a third party and to charge the incurring additional costs to the supplier's account. The supplier will immediately inform INTERDEL of all circumstances that are suitable to prevent him from the punctual performance of his obligations.

For reasons regarding the customs rules is to apply:

Suppliers from the European Union when required from INTERDEL have to provide free of charge a legally binding global supplier's declaration according to the regulation (EG) No. 1207/2001.

b) For suppliers from third countries is to apply: If for the delivered goods should exist a most favoured nation agreement with the EU, INTERDEL assumes that this could be applied. In particular all necessary documents (EUR 1 / EUR 2, generalized of preferences certificate of origin, certificate of origin) are to be enclosed to facilitate hereby a duty-free import or an import with an abatement of customs duty. In the absence of these supporting documents or late subsequent delivery of these supporting documents the incurred costs (customs duties, administrative costs) must be paid by the supplier.

c) For all suppliers is to be applied: If INTERDEL is or will be obliged due to customer contracts or the transaction of them to provide evidence about certain facts, particularly producers, address and country of origin, so the supplier has to assume this on his own account and risk and without right of refund.

6. Defects:

The supplier is aware that the taking in charge of the goods mostly takes place through a third party and not through INTERDEL itself. The requirement of the notice of defects according to §377f UGB thus is explicitly excluded. The payment through INTERDEL does not mean an unre-served acceptance of the goods.

In case that the goods do not meet the kind and quality according to the made agreements, so INTERDEL can examine the goods through an independent expert (e.g. SGS) – as far as the defect is not obvious anyway. The result of the examination is binding for both contracting parties. If the expertise confirms the defectiveness of the goods or if the defect is obvious, so INTERDEL can demand at free choice the exchange through the supplier or a reduced price, or change the contract. In case of change the supplier must pick up the goods within 14 days at his own expense. The supplier in any case has to bear all incurred expenses due to the malperformance or to replace all incurred costs (e.g. transport, cold storage, costs of the expertise) of INTERDEL.

7. Disclaimer:

INTERDEL, unless otherwise agreed, is liable only for deliberate or grossly negligent breaches of contract.

8. Choice of law / legal venue:

The contract is subject to Austrian law to the exclusion of IPRG, other referrals and the United Nations Convention on Contracts for the International Sale of Goods. The agreed legal venue for all disputes from or in connection with the contractual relationship is the competent commercial court of Vienna.

9. Severability clause:

In case that parts of the general terms and conditions should be void or invalid, so the validity of the other regulations is not concerned through them. The void or invalid regulation is replaced by such a regulation that allows that the intended purpose is attained as far as possible.