

General terms of procurement of the INTERDEL Handelsgesellschaft m.b.H.

1. Scope of application:

These business conditions are applicable to all business operations of the INTERDEL Handelsgesellschaft m.b.H. (subsequently called briefly "INTERDEL"), in which the company works as middleman 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 accepted, unless INTERDEL agrees explicitly and in written form. The personnel of INTERDEL explicitly has no authority to agree upon oral exemptions. The fulfillments of contract of INTERDEL are not regarded as agreement to differing terms of contract. The contracting party of INTERDEL is subsequently called briefly "customer".

2. Subject:

INTERDEL is entrusted with the procurement of businesses by the customer concerning the goods offered by the customer. INTERDEL explicitly is not obliged to attend to the procurement of the businesses and is not obliged to act continuously as middleman.

INTERDEL is acting independently and in the name and for account of the customer. INTERDEL is not authorized to make bargains. The conclusion of a contract takes place in each case immediately between the customer and the procured customer. INTERDEL as mere middleman is not responsible for the nonperformances and malperformances of the contracting parties or other damages from the mediated businesses. INTERDEL will not act for the customer of the customer.

3. Commission:

INTERDEL obtains a commission from the customer for mediated and made bargains, the exact amount of which will be agreed in the individual cases. In the absence of such an agreement the lastly agreed commission is to apply – for the businesses of this customer of the customer, in the absence of the presence an appropriate commission is considered as agreed. The commission emerges in each case with the payment of the customer and is payable immediately with the invoicing through INTERDEL. With partial payments the commission emerges in each case aliquot to the partial payment. Complaints regarding the invoices are to communicate within 8 days upon receipt of the invoice, otherwise the invoice will be regarded as accepted. In the case of default of payment INTERDEL is authorized to demand the legally intended default interests for businesses of traders. For any necessary reminders INTERDEL is authorized to charge in a lump sum € 24,00 of reminder-fees, for attorney's reminders € 60,00.

4. Customer protection:

Customers with whom INTERDEL has mediated businesses to the customer, during the period of the business connection are exclusively assigned to INTERDEL as middleman. Excluded from this are customers that already before (without any procurement through INTERDEL) had made a bargain with the customer and if the customer has communicated this fact in writing at the latest until the conclusion of the first mediated bargain with the customer.

Bargains with customers assigned to INTERDEL may be done only with involvement of INTERDEL. The customer is not authorized to contact this customer with regard to business without agreement of INTERDEL. In case that such a customer contacts the customer to make a bargain in the line of business "trade of meat products", the customer has to inform INTERDEL and thus giving INTERDEL the possibility to participate. INTERDEL is not obliged to become commendable. INTERDEL when making bargains with such customers is entitled to a commission according to point 3., at culpable breach of duty by the customer it is entitled to a claim for damages in the amount of the owing commission of the last bargain.

5. No restraints of competition:

The customer is aware and agrees that INTERDEL itself trades as well as with meat products in the business line of the customer and also mediates for other customers in this branch of trade. Also the customer can additionally commission other middlemen.

6. Disclaimer:

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

7. 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.

8. 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.