

# Allgemeine Geschäftsbedingungen (AGB) der Ph. Seyfried Gewürzmühle GmbH & Co. KG, Mannheim

## 1. scope of application

Our deliveries and services are provided exclusively on the basis of these terms and conditions (GTC). We do not recognise any divergent terms and conditions of purchase. Deviating agreements require our written confirmation to become effective. Our terms and conditions of business shall also apply if we deliver without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from our terms and conditions.

## 2 Offers

All offers are strictly subject to change and, unless otherwise stated, are quoted per kilogram and duty paid, plus the statutory value added tax ex works. All details of dimensions, weights or other performance data are only binding if and insofar as we expressly state them in writing to be binding. Our samples are considered to be non-binding samples for inspection and only represent the general condition of a product, as deviations in quality and taste always occur with natural products. Our product specifications correspond to our current knowledge and experience; they do not constitute a guarantee, but serve only as information about our product.

## 3. orders

The minimum order quantity is 150 kg for conventional goods and 75 kg for organic goods, free delivery. We charge an additional fee for short orders. We reserve the right to round up or down the order quantity in order to be able to deliver in packaging units in stock.

## 4. payment

Payments shall be made "net cash" within 8 days of the invoice date. Only counterclaims recognised in writing or legally established entitle the customer to set-off or retention. If a customer fails to meet his payment obligations or if other circumstances give rise to doubts about his ability to pay, we shall be entitled - subject to further claims - to withdraw from the current contract with the customer as well as from other contracts already concluded with him and to make future services dependent on advance payment. In the event that payment deadlines are exceeded, we shall charge interest in the amount of 8% above the respective base interest rate of the European Central Bank. We reserve the right to claim further higher damages.

## 5. condition of the goods

The articles marked "original" or O.I.R. (Original Import Raw Material) are goods obtained from origin which are delivered without further processing. Since quality and taste deviations always occur with natural products, qualitative deviations of these goods in form, colour and structure, as well as with regard to the quantity of active substances contained, do not constitute a defect, unless the goods deviate from express written agreements with the customer with regard to these circumstances or the deviations clearly exceed the usual extent.

## 6 Deliveries

In the event of measures of force majeure as well as incorrect or delayed self-delivery and in the event of other impediments to performance for which we are not responsible, we shall postpone delivery for the duration of the impediment. The customer shall not be entitled to claims for damages for this reason. All deliveries shall be made including the necessary and required packaging. For disposal, this shall either be assumed by the buyer or the costs for this shall be added to the respective sales prices in the corresponding amount.

## 7. obligation to inspect and notify defects

Obvious defects must be reported to us in writing immediately, but no later than 3 days after arrival at the place of destination. The buyer must carefully inspect the goods or have them inspected immediately after arrival at the place of destination, even if samples, specimens or certificates were previously sent. Any complaints must be reported to us in writing immediately, but no later than one week after arrival at the place of destination. Concealed defects which could not be detected in a timely and careful inspection must be reported to us in writing without delay, but no later than 3 days after becoming known. In the event of a breach of the above obligation to inspect the goods and notify defects, the goods shall be deemed to have been approved. The goods shall also be deemed to have been approved if the buyer processes or resells them, unless the defect was not recognisable upon proper inspection.

## 8. claims for damages

Claims for damages against us, irrespective of the legal grounds, shall only exist in the following cases: a) culpable causation of damage to life, limb or health, b) grossly negligent or intentional causation of other damage, c) simple negligent breach of an essential contractual obligation, insofar as an exclusion of liability would jeopardise the purpose of the contract. purpose of the contract. In the latter case, liability shall be limited to typical and foreseeable damages. The maximum amount of damage is limited to the amount of the invoice. Claims under the Product Liability Act shall remain unaffected by these provisions.

## 9 Extended retention of title

Until receipt of all payments arising from the business relationship with the customer, we retain title to the goods delivered. Any processing or transformation of the goods shall be carried out for us as manufacturer, but without any obligation on our part. If our (co-)ownership expires due to combination or mixing, it is already agreed now that we are entitled to co-ownership of the new item or the mixed stock in proportion to the value (invoice value) and that this passes to us. The customer shall hold our (co-)ownership in safe custody free of charge. Goods to which we are entitled to (co-)ownership shall be referred to by us as reserved goods. The customer is entitled to process and sell the goods subject to retention of title in the ordinary course of business, provided that this is done on the customer's normal terms and conditions and subject to the agreement of a retention of title. Pledges or transfers by way of security of the reserved goods are not permitted. The claims arising from the resale or any other legal reason (e.g. insurance, tort) with regard to the goods subject to retention of title (including all balance claims from the current account) are already now assigned to us by the customer in full, including all ancillary rights, by way of security. Until revoked, the customer is entitled to collect the claims assigned to us for our account in his own name. In the event of access by third parties to the goods subject to retention of title, the customer shall draw attention to our right of ownership and notify us immediately; costs and damages shall be borne by the customer. In the event of conduct by the customer in breach of the contract - in particular in the event of default in payment - we shall be entitled to withdraw from the contract and to demand the return of the goods subject to retention of title. Upon request, the customer shall also inform us of the names of the debtors of the claims assigned to us.

## 10. other reservations

Delivery and unloading contracts are concluded exclusively subject to correct and timely delivery to ourselves. Changes in customs rates, exchange rates, possible new charges as well as measures of force majeure shall entitle us to adjust the purchase price accordingly and to amend the existing contracts. In the event of impediments which are likely to last and which cannot be prevented with the diligence of proper business management, we shall also be entitled to withdraw from the contract in whole or in part without any obligation to pay damages. If a customer does not call off the ordered goods from us within the agreed period, we may set him a grace period and withdraw from the contract after the fruitless expiry of the grace period; in addition, we shall be entitled to compensation for damages arising from the non-performance.

## 11 Place of performance and transfer of risk

The place of performance for our obligations is Mannheim. All sales are ex works, shipping and transport are always at the risk of the customer. The risk shall pass to the customer as soon as the goods have been handed over to the carrier. If the customer is in default of acceptance, the risk shall pass to him. Storage costs arising after the transfer of risk shall be borne by the customer.

## 12. place of jurisdiction

The place of jurisdiction for all proceedings against us is exclusively Mannheim. The place of jurisdiction for all proceedings against the customer shall be, at our discretion, Mannheim or the customer's place of business.

## 13 Applicable law

The statutory provisions of the Federal Republic of Germany shall apply to the exclusion of the European Sales Convention and the United Nations Convention on Contracts for the International Sale of Goods.

## 14. severability clause

Insofar as parts of these terms and conditions of sale are or become invalid, this shall not affect the validity of the remaining terms and conditions. The affected provision shall be replaced by a provision to be negotiated individually.