

General Conditions of Sale RÜTGERS Organics GmbH

1. **Scope of Application**
All supplies and the services associated with them shall be provided exclusively on the basis of these General Conditions of Sale. References made by Buyer to his general terms and conditions are hereby rejected. These General Conditions of Sale shall also apply to all future business. Deviation from these General Conditions of Sale require the explicit written approval of RÜTGERS Organics GmbH (hereinafter "RÜTGERS Organics").
2. **Offer and Acceptance**
RÜTGERS Organics's quotations are not binding. The contract is concluded by Buyer's order (offer) and by RÜTGERS Organics's acceptance. In case the acceptance differs from the offer, such acceptance constitutes a new non-binding offer of RÜTGERS Organics.
3. **Product quality, specimens and samples; guarantees**
 - 3.1 Unless otherwise agreed, the quality of the goods is exclusively determined by RÜTGERS Organics's product specifications. Identified uses under the European Chemicals Regulation REACH relevant for the goods shall neither represent an agreement on the corresponding contractual quality of the goods nor the designated use under this contract.
 - 3.2 The properties of specimens and samples are binding only insofar as they have been explicitly agreed to define the quality of the goods.
 - 3.3 Quality and shelf-life data as well as other data constitute a guarantee only if they have been agreed and designated as such.
4. **Advice**
Any advice rendered by RÜTGERS Organics is given to the best of RÜTGERS Organics's knowledge. Any advice and information with respect to suitability and application of the goods shall not relieve Buyer from undertaking his own investigations and tests.
5. **Prices**
The weight or quantities upon departure shall form the basis for calculation of the sales price. RÜTGERS Organics's prices include packaging (except for packaging, which is supplied by way of lending) plus value-added tax at the statutory rate, if applicable. If RÜTGERS Organics's prices or RÜTGERS Organics's terms of payment are generally altered between the date of contract and dispatch, RÜTGERS Organics may apply the price or the terms of payment in effect on the date of dispatch.
6. **Delivery**
Delivery shall be effected as agreed in the contract. General Commercial Terms shall be interpreted in accordance with the INCOTERMS in force on the date the contract is concluded, unless specifically agreed otherwise. If not explicitly designated as "binding", the offered and/or confirmed delivery dates are non-binding and subject to changes. Unless expressly stipulated otherwise, RÜTGERS Organics is entitled to withdraw from any offer and/or confirmed purchase order if RÜTGERS Organics's suppliers fail to deliver or do not deliver on time.
7. **Damage in Transit**
Notice of claims arising out of damage in transit must be lodged by Buyer directly with the carrier within 3 days after delivery in writing and RÜTGERS Organics shall be provided with a copy thereof.
8. **Compliance with legal requirements**
Unless specifically agreed otherwise, Buyer is responsible for compliance with all laws and regulations regarding import, transport, storage and use of the goods.
9. **Delay in Payment**
 - 9.1 Failure to pay the purchase price by the due date constitutes a fundamental breach of contractual obligations. Unless otherwise agreed, our invoices are due immediately upon receipt and have to be paid within 30 days net.
 - 9.2 In the event of a default in payment by Buyer, RÜTGERS Organics is entitled to charge interest on the amount outstanding at the rate of 9 percentage points above the base interest rate announced by the German Federal Bank at the time payment is due if the amount is invoiced in euros, or, if invoiced in any other currency, at the rate of 9 percentage points above the discount rate of the main banking institution of the country of the invoiced currency at the time the payment is due.
10. **Buyer's rights regarding defective goods**
 - 10.1 RÜTGERS Organics must be notified of any defects that can be discovered during routine inspection immediately upon receipt of the goods; other defects must be notified immediately after discovery within a period of one year after delivery at the latest. Notification must be in writing and must precisely describe the nature and extent of the defects.
 - 10.2 If the goods are defective and Buyer has duly notified RÜTGERS Organics in accordance with item 10.1, Buyer has its statutory rights, provided that:
 - a) RÜTGERS Organics has the right to choose whether to remedy the defect or supply Buyer with non-defective replacement goods.
 - b) RÜTGERS Organics may make two attempts according to lit. a) above. Should these fail or cause unreasonable inconvenience to Buyer, Buyer may either withdraw from the contract or demand a reduction in the purchase price.
 - c) with regard to claims for compensation and reimbursement of expenses on a defect, item 11 applies.
 - 10.3 Buyer's claims for defective goods are subject to a period of limitation of one year from receipt of the goods. In the following cases the legal periods of limitation apply instead of the one-year period:
 - a) liability for wilful misconduct,
 - b) fraudulent concealment of a defect,
 - c) claims against RÜTGERS Organics relating to the defectiveness of goods that when applied to a building in the ordinary manner caused it to be defective,
 - d) claims for damage to life, body and health caused by RÜTGERS Organics's negligent breach of duty, or by wilful or negligent breach of duty on the part of RÜTGERS Organics's legal representative or vicarious agent,
 - e) claims for other damage caused by RÜTGERS Organics's grossly negligent breach of duty, or by wilful or grossly negligent breach of duty on the part of RÜTGERS Organics's legal representative or vicarious agent,
 - f) in the event of a Buyer's recourse claim based on consumer goods purchasing regulations.
11. **Liability**
 - 11.1 RÜTGERS Organics shall be generally liable for damages in accordance with the law under the following restrictions: claims for compensation by the Buyer irrespective on the legal cause, which are based on slight negligence of RÜTGERS Organics and do not concern a fundamental obligation are excluded, if RÜTGERS Organics has not accepted a specific warranty. A fundamental obligation is an obligation whose fulfilment forms the basis for a proper execution of the contract and on whose fulfillment the Buyer has typically relied on and may rely on. In the event of a simple negligent violation of fundamental contractual obligations, however, RÜTGERS Organics's liability shall be limited to compensation for typical, foreseeable losses. In the event of a simple negligent violation of non-fundamental contractual obligations, RÜTGERS Organics shall not be liable. The foregoing limitations on liability do not apply to damage to life, body or health.
 - 11.2 RÜTGERS Organics is not liable to Buyer in case of impossibility or delay in the performance of its supply obligations if the impossibility or the delay is due to orderly compliance of regulatory and legal obligations in connection with the European Chemicals Regulation REACH being triggered by Buyer.
12. **Set off**
Buyer may only set off claims from RÜTGERS Organics against an undisputed or adjudicated counterclaim.
13. **Security**

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If there are reasonable doubts as to Buyer's ability to pay, especially if Buyer is in default of payment, RÜTGERS Organics may, subject to further claims, revoke agreed credit periods and make further deliveries dependent on the provision of sufficient security.

14. Retention of Title

14.1 *Simple Retention of Title*

Title to the goods delivered shall not pass to Buyer before the purchase price has been paid in full.

14.2 *Expanded Retention of Title*

In case Buyer has paid the purchase price for the goods delivered but not yet completely fulfilled other debts arising out of his business relationship with RÜTGERS Organics, RÜTGERS Organics retains, in addition, title to the goods delivered until all such outstanding debts have been completely paid.

14.3 *Retention of Title with processing clause*

In the event Buyer processes the goods delivered by RÜTGERS Organics, RÜTGERS Organics shall be considered manufacturer and shall directly acquire sole title to the newly produced goods. If the processing involves other materials, RÜTGERS Organics shall directly acquire joint title to the newly produced goods in the proportion of the invoice value of the goods delivered by RÜTGERS Organics to the invoice value of the other materials.

14.4 *Retention of Title with combination and blending clause*

If the goods delivered by RÜTGERS Organics are combined or blended with material owned by Buyer, which has to be considered the main material, it is deemed to be agreed that Buyer transfers to RÜTGERS Organics the joint title to such main material in the proportion of the invoice value of the goods delivered by RÜTGERS Organics to the invoice value (or, if the invoice value can not be determined to the market value) of the main material. Buyer holds in custody for RÜTGERS Organics any sole or joint ownership originating therefrom at no expense for RÜTGERS Organics.

14.5 *Extended Retention of Title with blanket assignment*

Buyer shall have in the ordinary course of business free disposal of the goods owned by RÜTGERS Organics, provided that Buyer meets its obligations under the business relationship with RÜTGERS Organics in due time. Buyer already assigns to RÜTGERS Organics all claims in connection with the sale of goods to which RÜTGERS Organics reserves the right of retention of title when concluding the sales agreement with RÜTGERS Organics; should RÜTGERS Organics have acquired joint title in case of processing, combination or blending, such assignment to RÜTGERS Organics takes place in the proportion of the value of the goods delivered by RÜTGERS Organics with retention of title to the value of the goods of third parties with retention of title. Buyer already assigns to RÜTGERS Organics any future confirmed balance claims under current account agreements in the amount of the outstanding claims of RÜTGERS Organics when concluding the sales agreement with RÜTGERS Organics.

14.6 *Right of Access/Disclosure*

At the request of RÜTGERS Organics, Buyer shall provide all necessary information on the inventory of goods owned by RÜTGERS Organics and on the claims assigned to RÜTGERS Organics. Furthermore, at the request of RÜTGERS Organics, Buyer shall identify on the packaging RÜTGERS Organics's title to the goods and shall notify its customers of the assignment of the claims to RÜTGERS Organics.

14.7 *Late Payment*

In the event of late payment by Buyer, RÜTGERS Organics is entitled, without rescinding the sales agreement and without granting a period of grace, to demand the temporary surrender of the goods owned by RÜTGERS Organics at Buyer's expense.

14.8 *Partial Waiver clause*

Should the value of the securities exceed RÜTGERS Organics's claims by more than 15%, RÜTGERS Organics waives securities to this extent.

15. Force Majeure

To the extent any incident or circumstance beyond the RÜTGERS Organics's control (including natural occurrences, war, strikes, lock-outs, shortages of raw materials and energy, obstruction of transportation, breakdown of manufacturing equipment, fire, explosion, epidemics, pandemics, official orders, acts of government),

reduces the availability of goods from the plant from which the RÜTGERS Organics receives the goods such that RÜTGERS Organics can not fulfill its obligations under this contract (taking into account on a pro rata basis other supply obligations), RÜTGERS Organics shall (i) be relieved from his obligations under this contract to the extent RÜTGERS Organics is prevented from performing such obligations and (ii) have no obligation to procure goods from other sources. The first sentence does also apply to the extent such incident or circumstance renders the contractual performance commercially useless for RÜTGERS Organics over a long period or occurs with suppliers of RÜTGERS Organics. If the aforementioned occurrences last for a period of more than 3 months, RÜTGERS Organics is entitled to withdraw from the contract without the Buyer having any right to compensation. In case of force majeure or other unforeseen events, that have not occurred as a result of RÜTGERS Organics's negligence or wilful misconduct, temporarily prevent RÜTGERS Organics or suppliers of RÜTGERS Organics from delivering on time, the delivery dates and delivery periods - whether binding or non-binding - shall be extended and prolonged by the delay period caused by these circumstances plus a reasonable restart period.

16. Place of payment

Regardless of the place of delivery of goods or documents, the place of payment shall be RÜTGERS Organics's place of business.

17. Communication

Any notice or other communication required to be received by a party is only effective at the moment it reaches this party. If a time limit has to be observed, the notice or other communication has to reach the recipient party within such time limit.

18. Data storage

Buyer's data, including personal data that are necessary for business purposes, will be stored, processed and used electronically as far as it is necessary for business purposes and permissible under the German Data Protection Act (§ 28 BDSG). The data will not be passed on to third parties, except for RÜTGERS Organics's service providers, if this is necessary for fulfilling their tasks (e.g. cargo services). According to the German Data Protection Act the Buyer has the right to get information regarding his personal data stored by RÜTGERS Organics. He also has the right to ask for correction, blocking or deletion of his personal data. If the Buyer would like to exercise one of those rights he needs to inform RÜTGERS Organics about his request in writing.

19. Jurisdiction

Any dispute arising out of or in connection with this contract shall be heard, at RÜTGERS Organics's option, at the court having jurisdiction over RÜTGERS Organics's principal place of business or Buyer's principal place of business.

20. Applicable law

The contractual relationship shall be governed by the law applicable at the place of RÜTGERS Organics's head office with exclusion of all international and supranational (contractual) legal systems, especially of the Law on Sales of the UN. Prerequisites and effects of the reservation of title according to Nr. 14 shall be subject to the law of the respective location of the subject-matter as far as the choice of German jurisdiction is inadmissible and invalid.

21. Contract Language

If these General Conditions of Sale are made known to Buyer in another language, in addition to the language in which the sales contract has been concluded (Contract Language), this is merely done for Buyer's convenience. In case of differences of interpretation, the version in the Contract Language shall be binding.