

**General Terms and Conditions for the
MERCHANDISE BUSINESS of the BIOGAST GesmbH
effective as of 1 May 2016**

1. Scope

These general terms and conditions apply to all of the current and future purchase agreements and supply contracts of BIOGAST GesmbH, hereinafter BIOGAST, as long as they are not expressly amended or excluded in individual cases. Any conditions which previously applied are hereby no longer valid.

The buyer accepts these general terms and conditions of BIOGAST as being legally binding when entering into any transaction. Agreements which deviate from these terms are only valid if they are expressly confirmed by BIOGAST in writing.

2. Offers / Prices / Delivery

Any offers made by BIOGAST are non-binding and subject to change. BIOGAST reserves the right to prior sale and price changes with every offer. Charges are based on the prices applicable on the delivery or pick-up date plus any sales tax and dues. Prices are subject to change without notice. Prices may vary with offers in line with ÖNORM A 2050. All prices quoted are in euros (€).

In accordance with legal provisions, all consumer prices given are recommended retail prices for information and orientation purposes; they include all taxes – although do not include containers. The consumer prices quoted to the buyer to aid calculations are subject to individual calculation and setting.

The contract shall be deemed to have been concluded when, after receiving the order, BIOGAST has sent a written purchase confirmation or delivery. Subsequent changes and additions to the contract must be confirmed in writing in order to be valid. In addition, ÖNORM A 2050 regulations can optionally be agreed.

The client explicitly agrees that every person representing him (even if they are not directly employed) in a transaction with BIOGAST has the right to do so as long as individual persons named have not been excluded in writing.

BIOGAST expressly reserves the right to limit the amounts to be delivered.

In the absence of any other agreement, BIOGAST is entitled to provide goods of equivalent value at a reasonable price as a substitute. For detailed orders BIOGAST retains the right to round up the amount to be supplied to the next largest sales unit.

Goods shall be delivered in roll containers and/or palettes in the course of scheduled deliveries. The agreed delivery dates are basically non-binding, the client is not entitled to any compensation in the event of a delay owing to unforeseen circumstances. The buyer shall waive any right to withdrawal in accordance with Section 918 Austrian Civil Code. The buyer guarantees to make available a clear delivery area (including any refrigeration/freezer facilities) in a timely manner.

Unless separately agreed, BIOGAST reserves the right to charge a delivery supplement for small orders and/or for removing roll containers.

3. Transfer of Risk

As soon as the goods are handed over to the buyer, any risk of loss, damage, theft, quality decline or similar passes to the buyer. A handover is considered to be the personal surrender of the goods to the buyer, or, in his absence, to a person appointed by him to accept delivery of goods, or delivery of the goods to be left in a place specified by the buyer.

4. Title Retention

The goods sold remain the property of BIOGAST until the purchase price has been paid in full. The buyer is entitled to sell or change/process the goods in the proper course of business. The sale or processing of the goods is not, however, permitted if the buyer has not settled the

purchase price in full. In cases of delayed payment, BIOGAST, irrespective of its contractual obligations, is entitled to take back the delivered goods with the cost to be borne by the debtor. If the goods can no longer be clearly identified because they have been mixed with similar goods owned by the buyer, BIOGAST is entitled to take back the equivalent amount of the same type and good. Any pledge or transfer of title in favour of third parties is prohibited without the prior consent of BIOGAST. Should foreclosure proceedings on the reservation-of-title-goods be undertaken, the buyer must immediately inform BIOGAST and hand over all documentation required for an intervention.

BIOGAST's retention of title only expires when all receivables owed to BIOGAST from this business connection have been paid in full.

5. Payment

The invoice amount is payable without deductions (step-by-step transaction) in cash upon handover of the goods. Cheques will only be accepted when accompanied by a declaration from the bank. Non-cash payments (inc. bank transfers, debit and credit cards) are subject to sufficient funds. They require the prior agreement of BIOGAST. Non-payment through direct debit counts as payment default.

BIOGAST only accepts bills of exchange as payment with the surety of a third party. All charges related to bills of exchange and discount charges shall be borne by the buyer.

Payment is only considered to have been made from the day on which BIOGAST has access to the invoice amount. If a payment deadline is missed, default interest of 1% per month and any associated costs will be charged without the need for further reminder and subject to the assertion of additional claims. All other outstanding claims shall also be liable for immediate payment. This also applies if an extension had been granted on a due payment. Furthermore, in the event of payment default BIOGAST is entitled to suspend any further deliveries immediately, with no right of the buyer to claim compensation. BIOGAST may require pre-payment (cash or non-cash) for further deliveries. To safeguard the payment obligation of the buyer BIOGAST is entitled to demand a bank guarantee of an appropriate amount before making a delivery.

In the case of payment default, even through no fault of his own, the contract partner is obliged to reimburse any reminder or debt collection costs incurred by BIOGAST, as long as they are necessary for appropriate prosecution and in relation to the receivable. Moreover the contract partner is obliged to reimburse any costs resulting for BIOGAST from hiring a debt collection service, as long as these do not exceed the maximum charges for debt collection agencies as decreed by the Ministry of Economics and Labour. Should BIOGAST handle the dunning process itself, the debtor is obliged to pay a charge of at least EUR 5.00 for each reminder. Furthermore any further losses, particularly those arising for BIOGAST in the form of higher interest on credit accounts as a result of non-payment, must be reimbursed independent of the debt on the delayed payment.

If payment is not received in time, BIOGAST is authorized not to take into account discounts, bonuses or any other remunerations. Multiple clients (individual persons and/or legal entities) are jointly and severally liable. The enforcement of counterclaims on the part of the client by offsetting or exercising any rights of retention is excluded. BIOGAST retains the right to use a payment made for a different purpose for the client's oldest outstanding debt or – in the case of multiple client numbers – to transfer funds from one account to another in order to cover receivables.

The respective items shall be listed on the invoice for debt collection in the name of and on behalf of third parties. Here the general terms and conditions of the company entrusted to carry out debt collection proceedings apply.

6. Place of Execution and Court of Jurisdiction

The place of execution for deliveries is the buyer's delivery address; for pick-ups, payments and warranty is the seat of that company of the BIOGAST Group to which the order is given. For any disputes arising directly or indirectly from the contract itself or the contractual relationship, the relevant court is that with jurisdiction in the registered office of the relevant BIOGAST company. BIOGAST may also choose the jurisdiction of the seat of the buyer when bringing proceedings.

7. Notification of Defects

Claims arising from any possible damages can only be made if a complaint is made within reasonable deadline (24 hours of delivery). In the case of justified complaints BIOGAST is entitled to choose whether to provide a replacement (improvement, providing missing parts), exchange or a price reduction. Further claims by the buyer, especially compensation claims, are excluded unless there is a case of deliberate intent. The contract partner must prove that the defect existed at the point of handover. BIOGAST only assumes liability to the degree that it is covered by the manufacturer's warranty and transfers all warranty claims of the same degree to the buyer.

8. Packaging

The transport containers supplied by BIOGAST and marked as such remain the property of BIOGAST despite the deposit paid; they must be returned upon the next delivery, at the latest 3 weeks after delivery, clean and in good condition, free of waste, while roll containers must be dismantled (and must be stored away from rain and snow). All other packaging supplied by BIOGAST remains the property of the producer or service provider, even when a deposit has been paid, and must be returned within 3 months, clean, in good condition, free of waste, correctly sorted and in the original containers. There is no legal obligation to return the deposit if the items are not returned on time and in full. If they fail to meet a sufficient standard of cleanliness, returned transport containers and packaging will not be accepted due to food safety regulations.

For organisational reasons credit or deposit returns are only booked by BIOGAST and can only be settled with the next invoice at the earliest.

9. Early Contract Cancellation

The right to cancel a purchase or delivery contract for good cause without prior notice remains unaffected. Good cause for BIOGAST to cancel applies in particular to the following:

- The client persistently contravenes this agreement.
- Payments are not made on time.
- Adequate sureties are not provided.
- Third parties withdraw their responsibility for the client so that the receivables are no longer secured.
- A suit against the client's assets has not yielded a successful result.
- An application to start insolvency proceedings is declined because of the improbability of cost recovery with a court declaration that the client is unable to pay.

If insolvency proceedings are instituted against a client and the company continues to operate, BIOGAST can decide whether to insist on payment for deliveries and services in advance or step by step as cash payments for as long as the company is a going concern. Under the general default rules BIOGAST is entitled, without prior dunning, to sell the pledged collateral, to pass on the claim to third parties for purposes of redemption, to sell the claim to third parties, or to make use of the liability of third parties.

In the case of early termination of the contract, BIOGAST is authorized not to take into account discounts, bonuses or any other remunerations.

10. Tax Groups / Statistics

Dividing the amounts into tax groups is a service which BIOGAST provides.

Different data is provided on goods invoices as part of the service. Nevertheless the data provided is completely non-binding and no liability is assumed for its accuracy and completeness. The buyer has no legal claim to this data and is only entitled to use it for internal purposes. The buyer is not entitled to any claims for compensation.

11. Succession in title

All rights and obligations arising from this contractual relationship are governed by Section 38 (1) Austrian Commercial Code and pass to the successor in title, without the need to notify the contract partner of this transfer of rights. The contract partner hereby waives his right to object as per Section 38 (2) Austrian Commercial Code.

12. Miscellaneous

- Errors excepted.
- BIOGAST stores the data relevant to the business relationship in electronic form. The type and amount of this data comes from the agreements, the delivery documents and the invoices sent out.
- The client agrees to receive email advertisements and information on products and services from BIOGAST in reasonable amounts. Every promotional email will give clients the chance to opt out of receiving any further emails.
- Prospectuses, catalogues, order charges, cost estimates and other documentation such as plans, sketches and all other company documents remain the intellectual property of BIOGAST. Any use, in particular transfer, duplication, publication or distribution including only partial copying, requires the express approval of BIOGAST. Violations will lead to prosecution.
- Different purchase conditions of the buyer are not accepted.
- Additions and amendments to the contract along with any side agreements must be made in writing; deviation from this provision must also be confirmed in writing.
- If any of the above provisions should be invalid, this does not affect the validity of the remaining provisions.
- Transport insurance of every kind (and similar) shall only be arranged at the request of the buyer who shall specify the extent of cover and be liable for all of the costs.
- Packaging Ordinance: All categories of packaging materials are covered by ARA, Intersero Austria, Reclay UFH or Bonus and must be disposed of at an adequate waste management system or local waste management facility.
- The conditions stated in the appropriate order guidelines/price lists (order books) and the general terms and conditions for consulting and services provided by BIOGAST GesmbH shall apply in addition to these general terms and conditions.
- It is governed by Austrian law (except UN Convention on contracts for the International Sales of Goods - CISG).