



**Please note:** This document represents a translation and is for information and better understanding only. The legal binding document is the German Version of the "Allgemeine Verkaufsbedingungen Ölmühle Moog GmbH". You can find the latest version at: <https://www.bioplanete.de/oelmuehle-moog/kontakt/haendlerbereich/allgemeine-verkaufsbedingungen/>.

## **General Terms and Conditions of Sale**

### **1. Scope of application**

**1.1** These General Terms and Conditions of Sale (GTC) apply to all business relationships between the company Ölmühle Moog GmbH (hereinafter referred to as "Seller"), owner of the BIO PLANÈTE brand, with its registered office at Klappendorf 1 01623 Lommatzsch Germany and registered in the Commercial Register of the Dresden Local Court under registration number HRB 29337, and its customers (hereinafter referred to as "Customer"), provided that the Customer is an entrepreneur (Section 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law within the meaning of Section 310 (1) BGB. These GTC expressly **do not** apply to such business relationships that are established via the online shop available at [www.bioplanete.de](http://www.bioplanete.de) and its subdomains and operated by the Seller.

**1.2** Individual agreements made with the customer in individual cases (including collateral agreements, supplements and amendments) and information in our order confirmation shall take precedence over these GTC. Subject to proof to the contrary, the content of such agreements shall be governed by a written contract or our written confirmation. Legally relevant declarations and notifications by the customer with regard to the contract (e.g. notifications of defects, setting of deadlines, cancellation or reduction) must be made in writing, i.e. in written and text form (e.g. letter, e-mail). Further statutory formal requirements and further evidence (if necessary, in case of doubt about the legitimisation of the declaring party) remain unaffected.

**1.3** These GTC shall apply exclusively. Deviating, conflicting or supplementary General Terms and Conditions (GTC) of the customer shall not become part of the contract unless their validity is



expressly agreed to in writing by the seller. This also applies in the event that the customer orders with reference to its GTC and the seller has not explicitly objected to these GTC.

**1.4** If references are made to the validity of statutory provisions, it should be noted that these are only of clarifying significance. The statutory provisions shall apply - even if no corresponding clarification has been made - to the extent that they are not amended or excluded by the GTC.

## **2. Offer and conclusion of contract**

**2.1** The Seller's offers are subject to change and non-binding unless they are expressly labelled as binding. This also applies if the customer is provided with catalogues, price lists, samples, product descriptions or other documents, whether in printed or electronic form. The Seller reserves the right of ownership and copyright to all documents created by the Seller in connection with the placing of the order. The documents provided may not be made accessible to third parties unless the Seller has given its explicit consent in writing.

**2.2** By ordering goods, the customer makes a binding declaration (§ 145 BGB) that he wishes to purchase the goods ordered. The seller is entitled to accept the contract offer within two weeks of receipt of the order, unless otherwise stated in the order.

**2.3** The customer's offer to enter into a contract is accepted by means of a written order confirmation from the seller.

**2.4** Order processing and contact are generally carried out by e-mail and automated order processing. The customer must ensure that the e-mail address provided by him for order processing is correct so that the e-mails sent by the seller can be received at this address. In particular, when using SPAM filters, the customer must ensure that all e-mails sent by the seller or by third parties commissioned by the seller to process the order can be delivered. Any failure to do so shall be at the expense of the customer.



### **3. Prices and terms of payment**

**3.1** Unless otherwise agreed in writing in individual cases, the current prices (net prices) of the Seller at the time of conclusion of the contract shall apply ex warehouse, excluding packaging, expenses, tolls and fees, etc. and plus the statutory value added tax, which shall be shown separately in the invoice at the statutory rate on the day of invoicing.

**3.2** Unless otherwise agreed in writing, in particular by agreement of an Incoterm, if the customer wishes the goods to be sent, the customer shall bear the packaging and transport costs ex warehouse and the costs of any transport insurance requested by the customer. Any customs duties, fees, taxes and other public charges shall also be borne by the customer. The costs shall be shown separately on the invoice.

**3.3** Unless otherwise agreed, all invoice amounts are to be paid without any deductions.

**3.4** Unless otherwise agreed, the purchase price is due for payment within 14 days of receipt of the invoice. In all other respects, the statutory provisions regarding the consequences of default in payment shall apply, in particular Section 286 (3) BGB.

**3.5** The Seller shall be entitled at any time, even within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. The Seller shall declare a corresponding reservation at the latest with the order confirmation.

**3.6** The customer shall only be entitled to set-off or retention rights in the event that his claim has been legally established or is undisputed and his counterclaim is based on the same contractual relationship. In the event that defects occur within the scope of the delivery, the customer's counterclaims shall remain unaffected.

**3.7** If it is foreseeable after conclusion of the contract that the seller's claim to payment of the purchase price is jeopardised due to the customer's inability to pay (e.g. due to an application to open insolvency proceedings), the seller is entitled to refuse performance in accordance with the statutory provisions and, if necessary after setting a deadline, to withdraw from the contract.



#### **4. Delivery and delivery time**

**4.1** The delivery period shall be communicated bindingly by means of an order confirmation, unless this has been agreed individually in writing. If no delivery period is specified in the order confirmation or agreed individually, the delivery period shall be approx. 10 working days from conclusion of the contract.

**4.2** The seller is authorised to make partial deliveries and render partial services at any time, provided this is reasonable for the customer.

**4.3** The Seller shall not be liable in cases of force majeure, such as in particular fire damage, floods, strikes, lawful lockouts, epidemics and pandemics. Insofar as a risk level of at least "moderate" is determined by the Robert Koch Institute, the contracting party affected by this shall be released from the obligation to deliver or accept for the duration and to the extent of the impact. The seller shall inform the customer immediately of the occurrence of a case of force majeure.

#### **5. Transfer of risk**

**5.1** Unless otherwise agreed in writing, in particular by agreeing an Incoterm, the risk of accidental loss and accidental deterioration shall pass to the customer when the goods are handed over to the customer. In the case of a sale involving the carriage of goods, the risk of accidental loss of the goods, accidental deterioration of the goods and the risk of delay shall pass to the customer upon delivery of the goods to the forwarding agent or carrier. In the event of a separate written contractual agreement on an acceptance date for the goods, this date shall be decisive for the transfer of risk.

**5.2** If dispatch is delayed at the customer's request or for reasons for which the customer is responsible, the risk shall pass to the customer upon notification of readiness for dispatch.



## **6. Reservation of title**

**6.1** The goods delivered/prepared by the Seller (goods subject to retention of title) shall remain the property of the Seller until all claims arising from the respective contract concluded have been paid in full.

**6.2** As long as ownership has not yet been transferred to the customer, the customer is not authorised to pledge the reserved goods to third parties or to assign them by way of security. However, the customer is authorised to use the goods subject to retention of title and to resell them in the ordinary course of business as long as he is not in arrears with his payment obligations. The customer assigns to the seller by way of security the claims against his business partners arising from the sale in the amount of the invoice amount agreed with the seller (including VAT). The seller accepts the assignment. The seller revocably authorises the customer to collect the claims assigned to the seller for the seller's account in his own name. This shall not affect the Seller's right to collect the receivables itself. However, the seller shall not collect the claims himself and shall not revoke the direct debit authorisation as long as the customer duly fulfils his payment obligations.

**6.3** In the event of a breach of contract by the customer, in particular in the event of non-payment of the purchase price due, the seller is entitled to withdraw from the purchase contract and to demand the return of the reserved goods from the customer. The demand for return does not at the same time include a declaration of cancellation; rather, the seller is entitled only to demand the return of the goods and to reserve the right to cancel the contract. In the event that the customer does not pay the purchase price due, the customer must be set a reasonable deadline for payment before asserting these rights. This shall only apply insofar as the setting of such a deadline is not already dispensable under the statutory provisions. In the event of behaviour in breach of contract, the Seller may demand that the Customer discloses the assigned claims and the respective debtors, informs the respective debtors of the assignment and hands over to the Seller all associated documents and provides all information required by the Seller to assert the claims.

**6.4** If the customer files for insolvency, he must inform the seller immediately in writing. If the reserved goods are seized by third parties or if they are subject to other interventions by third parties, the customer is obliged, as long as ownership has not yet been transferred to him, to



inform the third party of the seller's ownership rights and to notify the seller immediately in writing so that the seller can enforce his ownership rights. The customer shall be liable to the seller for the judicial or extrajudicial costs incurred in this connection in accordance with Section 771 of the German Code of Civil Procedure (ZPO), unless the third party is able to reimburse the seller for these costs.

**6.5** The Seller undertakes, at the Customer's request, to release the securities to which it is entitled to the extent that the realisable value exceeds the value of the outstanding claims against the Customer by 10%.

## **7. Warranty and notification of defects**

**7.1** Warranty rights of the customer presuppose that the customer has properly fulfilled his obligations to inspect and give notice of defects in accordance with Section 377 of the German Commercial Code (HGB) .

**7.2** Claims for defects shall lapse 12 months after delivery of the goods supplied by the seller to the customer. The statutory limitation period shall apply to claims for damages in cases of intent and gross negligence as well as in cases of injury to life, limb and health which are based on an intentional or negligent breach of duty by the Seller.

**7.3** If, despite all due care, the delivered goods have a defect that already existed at the time of the transfer of risk, the seller shall, subject to timely notification of defects, either repair the goods or deliver replacement goods at his discretion. The seller must always be given the opportunity for subsequent fulfilment within a reasonable period of time. Recourse claims remain unaffected by the above provision without restriction.

**7.4** If the subsequent fulfilment fails, the customer may - without prejudice to any claims for damages - withdraw from the contract or reduce the remuneration.

**7.5** Claims for defects shall not exist in the case of only insignificant deviation from the agreed quality, in the case of only insignificant impairment of usability, in the case of natural wear and tear or damage arising after the transfer of risk as a result of incorrect or negligent handling, excessive strain, unsuitable operating materials or due to special external influences which are



not provided for in the contract. If improper repair work or modifications are carried out by the customer or third parties, no claims for defects shall exist for these and the resulting consequences.

**7.6** Claims by the customer for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labour and material costs, including any dismantling and installation costs, are excluded if the expenses increase because the goods delivered by the seller have subsequently been taken to a location other than the customer's branch office, unless the transfer corresponds to their intended use.

**7.7** The customer shall only have rights of recourse against the seller to the extent that the customer has not reached any agreements with his buyer that go beyond the legally mandatory claims for defects.

## **8. Liability**

**8.1** Within the scope of fault-based liability, the Seller shall be liable for damages, irrespective of the legal grounds, only in the event of wilful intent and gross negligence. In the event of simple negligence, the Seller shall only be liable, subject to statutory limitations of liability (e.g. care in its own affairs; insignificant breach of duty):

- a) for damages resulting from injury to life, limb or health,
- b) for damages resulting from the breach of an essential contractual obligation (obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner relies and may also rely). In this case, however, the seller's liability is limited to compensation for foreseeable, typically occurring damage.

**8.2** The limitations of liability arising in accordance with Section 8.1 shall also apply to third parties and in the event of breaches of duty by persons for whose fault the Seller is responsible in accordance with statutory provisions. Insofar as a defect has been fraudulently concealed and a guarantee for the quality of the goods has been assumed, the limitations of liability shall not apply. This also applies to claims of the customer under the Product Liability Act.

**8.3** The customer may only withdraw from or terminate the contract due to a breach of duty that does not result from a defect if the seller is responsible for the breach of duty.



**8.4** The customer's right of cancellation (in particular pursuant to Sections 650, 648 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

## **9. Final provisions**

**9.1** These General Terms and Conditions of Sale and the contractual relationship between the Seller and the Customer shall be governed by the law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

**9.2** If the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the place of business in Lommatzsch shall be the exclusive and also international place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. The same applies if the customer is an entrepreneur within the meaning of § 14 BGB.

**9.3** The Seller shall also be entitled to bring an action at the place of fulfilment of the delivery obligation in accordance with these General Terms and Conditions of Sale or an overriding individual agreement or at the Customer's general place of jurisdiction. This shall not affect overriding statutory provisions (exclusive places of jurisdiction).

**Status: November 2024**