

1. General Terms and Conditions of Sale and Supply

- 1.1 **Scope:** These General Terms and Conditions of Sale and Supply (hereafter General Terms and Conditions) shall be an integral part of all contractual agreements pertaining to sales and deliveries between Grüninger AG and the Purchaser, and shall apply unless otherwise provided for in individual agreements. On receipt of a confirmed order, they shall apply to the associated purchase agreement. General Terms and Conditions or other documents of the Purchaser, which supersede, modify or supplement these General Terms and Conditions in their present form, shall have no legal effect, even if reference is made to them in a contract confirmation or business correspondence.
- 1.2 **Applicable law:** The legal relationships between Grüninger AG and the Purchaser are governed by Swiss law. The same applies to these General Terms and Conditions. The applicability of the United Nations Sales Convention of 11 April 1980 on Contracts for the International Sale of Goods (CISG-“Vienna Sales Law”; SR 0.221.211.1) is hereby rejected.
- 1.3 **Conclusion of contract:** The Swiss legal provisions for the conclusion of a contract shall apply (Article 184ff OR; SR 220). The Purchaser's order may take place by telephone or in writing. Grüninger AG accepts the order by sending a confirmation of order by fax, email or post to Purchaser.
- 1.4 **Deadlines:** For the purpose of these terms and conditions, working days are defined as the weekdays Monday to Friday, with the exception of public holidays and 24 and 31 December. Declarations, with a deadline attached, must have been received by the recipient no later than 16.00 hours on the last day of the deadline. Recognised public holidays which differ shall only be taken into account in favour of the party which has to make or receive a declaration or to carry out an action on such a day.
- 1.5 **Quantity:** Where a quantity limited by two numbers (from – to) has been agreed upon, the mean shall apply as the basis for the delivery.

2. Delivery

- 2.1 **General:** With delivery agreements, Grüninger AG determines the date of delivery or acceptance within the agreed term. The Purchaser must be notified of the delivery date at least five (5) working days in advance, whereby the day of notification is not included. In the case of “on-demand” agreements, the Purchaser determines the date of delivery within the agreed term. In the case of agreements for delivery or “on-demand”, the term “immediately” shall mean three (3) working days and the term “prompt” shall mean seven (7) working days, whereby the day of conclusion of the agreement is not included. Partial delivery or partial acceptance is not permitted. If the date of delivery or acceptance is not observed, and if parties do not insist on fulfillment, both Grüninger AG and Purchaser are entitled, after a deadline has expired, to either withdraw from the agreement with respect to the unfulfilled portion, or to claim compensation for non-performance. In determining a period of grace, the delivery date “immediately” covering three (3) working days must not be exceeded, in case of other delivery dates, six (6) working days must not be exceeded. Delivery agreements that are not pursued by either contracting party within a month after the agreed delivery and acceptance dates are deemed to have been rescinded. These must be settled at the price valid on the last working day of the month after the delivery term. Differences must be compensated for.
- 2.2 **Weight:** Grüninger AG is allowed to supply an excess or shortfall on the agreed weight of 3%. The Purchaser must be notified of any excess or shortfall by Grüninger AG. The weight determined by weighing or measuring on dispatch or arrival is deemed binding for calculation and fulfillment purposes; each party is entitled, either in person or via an authorised representative, to participate in the weighing/measuring. Axle-load weighing is inadmissible.
- 2.3 **Freight parity:** In principle, the Purchaser organises the collection of the products at the delivery location (Terms and Conditions Incoterms 2010 FCA). Unless otherwise agreed, the delivery location is Lyss.
- 2.4 **Truck discharge:** The Purchaser is liable for any additional costs he causes. Grüninger AG accepts no responsibility for empty runs and expenses, if the truck is ordered to unload, before the products are ready for discharge.
- 2.5 **Quality:** In the case of sale on the basis of a “sample”, the goods must on average meet the appearance and analytical data of the sample. In the case of sale on approval of a “sample”, the period of time in which the Purchaser must reach his decision shall be agreed. If the Purchaser does not communicate to Grüninger AG his decision within the agreed period, the sample is deemed to have been approved. Also, unless otherwise agreed, sound marketable quality must be delivered. In the case of “tel quel” sale, the Purchaser is obliged to accept the goods irrespective of the quality, provided that the product type corresponds to that in the contract.

3. Force majeure and official measures

Force majeure releases the affected Party from fulfilment of the delivery and acceptance terms. The affected party must immediately inform the other party of the impediment, as soon as it becomes apparent. If the impediment lasts longer than thirty (30) days after the end of the agreed delivery/acceptance term, Grüninger AG and the Purchaser shall be entitled to rescind the agreement, within the next five (5) working days by means of a written declaration.

In the event of official measures being taken after the conclusion of the agreement, the affected party is entitled to compensation. In the case of “duty unpaid” goods, all the costs related to customs clearance shall be borne by the Purchaser. If the contracted place of delivery changes, increases or decreases in costs will be charged in line with any currency difference pro and contra, according to the difference in parity.

4. Notice of defects

In the event of a substantiated notice of defects, the Purchaser is entitled to a reduction in price or replacement delivery. Rescinding the agreement is expressly excluded. Complaints regarding the goods must be made within five (5) working days of the arrival of the goods. The right to a replacement delivery will only apply if the goods are returned in their original shipping container. In the case of hidden defects, defects in the goods that are impossible to determine without consulting an expert, the Purchaser is entitled to the above-mentioned warranty, provided that an expert is immediately involved and submits the claim to Grüninger AG within three (3) working days after the defect has been discovered. After the start of processing or onward transportation from the original delivery location, all claims related to any defects under any circumstances are excluded, unless there are neutral sealed samples available for quality assessment. Parties are entitled to participate in the taking of samples. In the case of guaranteed product characteristics, the legal regulation shall apply. The rights by the claimant under product liability law remain unaffected.

5. Liability, and loading and insurance provisions

The Incoterms 2010 of the International Chamber of Commerce, valid at the time the contract is entered into, shall apply.

6. Payment

- 6.1 **Payment term:** The invoices submitted by Grüninger AG must be paid in full within thirty (30) days without any deductions. Setting off counterclaims is prohibited.
- 6.2 **Interest rates and advance payments:** If the Purchaser stops his payments, or there are circumstances which in essence equate to a payment stop, all outstanding payments become due immediately. The Purchaser is, without further ado, deemed to be in default. From this moment in time, interest will be charged at a rate of 5 % per year. With the dispatch of the third reminder, additional arrears fees of CHF 20.00 will be charged. Grüninger AG is entitled to demand advance payment for future deliveries.
- 6.3 **Title retention:** Until receipt of full payment of all accounts due, including conditional and future claims of Grüninger AG against the Purchaser arising from the mutual business relationship, the goods shall remain the property of Grüninger AG (= goods subject to retention of title). Grüninger AG is entitled to register the title retention in the property register of the Purchaser's place of residence. Furthermore, the Purchaser is obliged to inform Grüninger AG immediately of any change of domicile or registered business premises, or if a third party makes a claim with respect to the goods supplied under title retention. The Purchaser shall maintain the goods supplied in good condition at his own expense for the duration of the title retention and shall insure them for the benefit of Grüninger AG against theft, breakage, fire, water and other miscellaneous risks. In the case of a running account, title retention shall serve as surety against any outstanding claims by Grüninger AG. The Purchaser is only allowed to process, mix or dispose of goods under retention of title under the provision that detailed records are kept of the current location of the goods under retention of title, by quantity and value. Processing goods under title retention shall at all times occur by order of Grüninger AG, without this leading to any liability in this respect. The ownership of new goods created by processing shall rest with the Grüninger AG. In the case of processing with other goods not belonging to Grüninger AG, Grüninger AG will be entitled to joint ownership of the new goods, relative to the value of the goods under title retention to the other processed goods at the time of the processing. Under the value of the goods under title retention shall be understood, here and hereafter, the purchase price charged for the goods to the Purchaser by Grüninger AG. In the case of the goods under title retention being mixed or compounded into other goods, the Purchaser hereby now transfers his joint ownership of the goods to Grüninger AG and holds this in trust (hereafter also goods under title retention) for Grüninger AG. The Purchaser is entitled to resell the goods under title retention through proper business channels with retention of title; he is prohibited from pledging or using the goods as security. The Purchaser now hereby relinquishes to Grüninger AG as collateral, all customer receivables arising from the resale, regardless of whether these ensue before or after the processing, mixing or compounding, including all associated rights. Should the goods under title retention themselves, or – irrespective of in which condition – be sold by the Purchaser together with other goods not belonging to Grüninger AG for a total price, the previously defined transfer of receivables from the resale will only apply to the level of the amount which Grüninger AG has charged the Purchaser for the part of goods under title retention in question. In the event that the Purchaser receives bills of exchange or cheques from his customer as a result of the resale, he hereby transfers the associated claim for the aforementioned bills of exchange or cheques from his customer to Grüninger AG, this being to the level of the claim transferred to Grüninger AG under the resale. The ownership of the customer bills of exchange or cheques is hereby transferred from the Purchaser to Grüninger AG. The Purchaser will hold these for safekeeping for Grüninger AG. Until further notice, the Purchaser is entitled to revoke the assigned claims. In the case of a revocation, the Purchaser is obliged to provide Grüninger AG, upon request, all the required information, to declare the transfer of his customer's claim and to hand over the associated customer bills of exchange and cheques to Grüninger AG. On request by Grüninger AG, the Purchaser shall be obligated to surrender the goods under title retention, if and when he gets in arrears. Furthermore, the Purchaser is obligated to inform Grüninger AG of any seizure by a third party of the goods under title retention and/or of the claims transferred to Grüninger AG immediately by fax, email or by post.

7. Severability clause

The invalidity of any of the provisions in these General Terms and Conditions does not affect the validity of the remaining provisions. A new provision will take the place of the invalid provision, which will be the closest to the content of the original intention.

8. Jurisdiction

All disputes arising from an agreement with Grüninger AG which do not fall under the jurisdiction of the Swiss grain exchange will be judged exclusively by the court in Mitiöldi.

9. Binding version

This translation of the “Allgemeine Verkaufs- und Lieferbedingungen” is provided for your convenience only. The original German version shall at all times prevail.