

**General Terms and Conditions of Business of Lerchenmühle Wieser GmbH**  
General Terms and Conditions of Sale and Delivery (Version January 2022)

**1. General provisions:** The deliveries, services and offers of our company shall only be made on the basis of the following terms and conditions, unless other terms and conditions, unless otherwise stipulated in special terms and conditions. Deviating agreements of the customer will only be only if their validity has been expressly agreed in writing.

Our employees are not authorised to make any promises or agreements to the detriment of the customer.

**2. Conclusion of contract:** A customer's order requires a written or verbal order confirmation. Dispatch of goods ordered by the customer.

The dispatch of the goods ordered by the customer also leads to the conclusion of a contract. Orders must be sent by e-mail to [info@lerchenmuehle.at](mailto:info@lerchenmuehle.at) or placed by telephone on 06244/4249 or by fax on 06244/42494.

Any discrepancies in the order must be reported in writing immediately upon receipt of the goods.

**3. Right of withdrawal for consumers:** Customers do not have the right to withdraw from the contract if the business relationship has been entered into by the customer or if there has been no discussion between the parties prior to the conclusion of the contract.

**4. Prices:** Unless otherwise agreed, all our prices are exclusive of VAT and ex works. Our offers are non-binding.

Deliveries and services not included in the price shall be invoiced according to actual material and time expenditure. For the delivery of small quantities, surcharges will be charged to compensate for the additional expenditure.

If cost increases occur between conclusion of the contract and delivery as a result of circumstances beyond our control, such as recommendations of the Joint Commission, an increase in our cost price, increases in producer or wholesale prices, due to increases in labour costs by labour cost increases by law, regulation or collective agreement or increase or new introduction of levies or due to value protection clauses, value assurance clauses, the prices in question shall increase accordingly.

**5. Payment:** Payments are to be made within 14 days of the invoice date without any deductions. The customer shall only be entitled to discounts if these have been expressly agreed in writing.

The customer is not entitled to withhold or offset payments due to warranty claims or other counterclaims.

A payment shall be deemed to have been made on the day on which we can freely dispose of it. If the customer is in default of payment, we shall be entitled to claim interest of 8% as default damages. If a higher damage caused by default can be proven, the interest rate shall be increased.

Without prejudice to our other rights, we may postpone the fulfilment of our own obligations until this payment or other service has been effected or grant a reasonable extension of time.

Fulfilment of our own obligations until such payment or other performance has been effected or we may claim a reasonable extension of the delivery period. In any case, we are entitled to charge pre-litigation costs, in particular reminder fees and legal fees.

If the customer defaults on payment, we shall be entitled, but not obliged, to withdraw from the contract, including all other contracts, after setting a reasonable grace period and to demand payment of all further contracts and to utilise the goods elsewhere.

Should this result in a difference, the customer shall be obliged to pay this. Furthermore, we have the right to insist on fulfilment of the contract. In doing so, the customer must costs incurred due to the storage of the goods.

For order quantities that do not reach the agreed minimum quantity(ies) and/or the specified minimum order value, we are entitled to charge the customer a processing surcharge of 5% of the original net order value.

**6. Delivery periods/deadlines:** The delivery periods and delivery dates stated by us are non-binding and can only be adhered to in the event of unrestricted transport be complied with. No claims for damages will be honoured due to any failure to meet delivery deadlines. Also excluded are penalty payments due to delays in delivery.

Orders must comply with the contractually agreed order lead times.

The express consent of Lerchenmühle Wieser GmbH must be obtained for partial deliveries. Ancillary obligations of any kind associated with deliveries will only be honoured after prior written agreement.

If deliveries are subject to official authorisation, this must be obtained by the customer. If the authorisation is not obtained in due time the delivery period shall be extended accordingly. Unless otherwise agreed, Lerchenmühle Wieser GmbH is authorised to make partial deliveries and to invoice these.

Deliveries and collections can only be made during our business hours:

Monday - Thursday from 07:00 - 12:00 and from 12.30 - 16.30

and on Friday from 07:00 - 11:00. Deliveries outside our official business hours can only be made by written or telephone agreement.

**7. Fulfilment, transfer of risk, transport, place of delivery, complaints:** Unless otherwise agreed, all deliveries are "ex mill". In the case of delivery "ex mill", all benefits and risks are transferred to the customer at the latest when the delivery leaves our warehouse.

Even if

we have undertaken to send the goods to the customer, unless the damage was caused by us wilfully or through gross negligence and is clearly attributable to us and is clearly attributable to us. This also applies to goods that are made available at the express request of the customer. If it is agreed that the goods are to be sent, this shall be done in average packaging suitable for dispatch.

A special type of packaging or transport will be provided and organised by us against payment of the additional costs. The customer therefore expressly agree to despatch by carrier, forwarding agent, rail or post.

If the desired delivery address is abroad, the costs of delivery and additional services must be borne by the customer. The customer also undertakes to pay tax and duty on the goods and, if necessary, to insure them. In addition, the customer must authorisations and confirmations required for export from Austria. If there is a delay in acceptance on the part of the customer, such as failure to take delivery of the goods at the place of delivery or a delay in the goods, we have the right, but not the obligation, after setting a reasonable period of 10 days, to withdraw from the entire contract, including all other contracts, and to use the goods elsewhere. In this case, the customer must bear the delivery, storage and storage costs resulting from possible differences.

**8. Quality:** If the delivery of a specific good or product has been agreed, the ground product must correspond to the average of this good or product at the time of the contract. product at the time of conclusion of the contract. If no separate agreements have been made regarding the quality of the goods and quality, healthy goods of average quality and grade shall be delivered. Sales under special quality conditions require individual individual legal agreement. In the case of sale by sample, this shall be decisive. If "approximately according to sample", "type sample" or "average sample", small deviations in terms of colour, grinding and grain size are permissible.

**9. Recall of goods:** If the buyer plans to recall goods supplied by the seller which the buyer has resold or goods which the buyer has manufactured from goods supplied by the seller, or if the competent authority orders a recall, the seizure or destruction of the goods, the goods delivered by the seller, or if the competent authority orders the recall, seizure or destruction of these goods, the buyer must inform us as soon as possible.

**10. Contract processing:** Lerchenmühle Wieser GmbH accepts no responsibility for deviations in the raw materials with regard to conformity to specification. This includes the purity and freedom from foreign bodies of the raw materials to be processed, as well as hygiene factors and food safety. Customers will be informed of any deviations that are detected during the incoming goods inspection.

If the customer approves the goods, we have no obligation to inspect them and do not assume any costs incurred as a result of additional analyses.

The customer undertakes to check the end product for possible faults and hidden defects. If defects are subsequently discovered which lead to deviations in subsequent products, the costs must be borne by the client. The actual yield depends on the nature of the raw material. Estimates of the possible yield are non-binding, are based on and no guarantee is given as to their accuracy. There is no entitlement to reduced quantities resulting due to the quality of the raw materials.

Deliveries of raw materials for contract grinding and/or contract packaging must be clearly labelled on the delivery notes as "raw materials for contract processing" or "raw materials for contract packaging" on the delivery notes. For big bags and bagged goods, the packaging must also be labelled accordingly.

**11. Warranty, inspection and complaint obligation:** The customer is obliged to inspect the deliveries immediately and to report any defects immediately.

This also applies to excess and short deliveries as well as to any incorrect deliveries.

Bagged goods and big bags that are decanted and or further processed by the customer are automatically deemed to be approved. For complaints about loose goods is subject to a complaint period of four days. No liability is accepted for the suitability of our goods for the customer's intended purpose and possible consequential damage.

We fulfil warranty claims in all cases in the form of subsequent deliveries of missing goods or by replacing defective goods within a reasonable period.

Only if no improvement, supplement or replacement is possible within a reasonable period is the customer entitled to a price reduction or cancellation of the contract.

Cancellation of the contract is excluded if the defect is only minor.

**12. Compensation for damages and wasted expenditure:** The seller's liability for damages, irrespective of the legal grounds (e.g. due to breach of an obligation breach of an obligation arising from the contractual relationship and due to unauthorised action) and for the reimbursement of futile expenses shall be determined according to the following regulations:

Claims for damages of any kind cannot be asserted in minor cases. This does not apply to personal injury.

Furthermore, Lerchenmühle Wieser GmbH's obligation to pay compensation cannot exceed the purchase price and any consequential damage beyond this will not be compensated. not be compensated. Compensation for further statutory claims for damages, in particular for consequential damages, is expressly excluded.

Any claim for damages can only be asserted within six months of the claimant(s) becoming aware of the damage, but at the latest within three years of the event giving rise to the claim.

The provisions on damages contained in these Terms and Conditions or otherwise agreed shall also apply if the claim for damages is asserted in addition to or instead of a warranty claim.

**13 Retention of title and its assertion:** We reserve the title to all deliveries until receipt of the payments that have been made between the customer and us on the basis of the business relationship existing between us up to the time of the respective conclusion of the contract had already arisen.

The assertion of the retention of title shall only constitute a cancellation of the contract if this is expressly declared. In the event of goods are taken back, we shall be entitled to charge any transport and handling costs incurred.

**14. Assignment of claims:** Claims against us may not be assigned and/or pledged without our express consent.

If this provision is violated, we shall be entitled to a lump-sum compensation claim of 150% of the purchase price.

**15. Retention and offsetting:** Offsetting of any claims to which the customer is entitled against us is excluded.

Unless the claim made is not disputed by us or has been recognised by declaratory judgement. Furthermore, the customer has no right of retention due to disputed counterclaims.

**16. Force majeure:** If unforeseen events occur which are subject to force majeure, we shall be entitled to suspend delivery for the duration of the hindrance and a reasonable start-up period and to withdraw from the contract in whole or in part in accordance with its effects. If the delay in delivery due to the effects of force majeure lasts for more than three months, the buyer is entitled to withdraw from the affected part of the delivery. These include events such as earthquakes, lightning strikes, frost, seizure, sabotage, fire, strikes, customs clearance delays, transport damage, official intervention, but also the failure of a central supplier or unavailable raw materials.

**17. Pallet exchange:** Our customers undertake to provide us with the same number of undamaged empty pallets (exchange pallets) upon delivery of palletised goods. (exchange pallets). These exchange pallets must be of the same quality (based on size, design and condition) as the delivered pallets. Only pallets that are as good as new and correspond to class A will be accepted. We are authorised to reject exchange pallets that do not quality delivered and to charge for them as a result.

**18. Data protection, change of address and copyright:** The customer hereby gives his express consent that the personal data available to us, in particular personal data, such as in particular name, address, e-mail address, telephone and VAT number, which are known to us in the context of a business relationship or become known in the future, may be processed and stored for the purposes of customer service and company-related and stored for this purpose to associated service providers such as forwarding agents and furthermore for the purpose of creditor protection to credit insurers. The customer is obliged to inform us of any changes to his business address as long as the contractual legal transaction has not been completely fulfilled by both parties. If this notification is omitted, declarations shall also be deemed to have been received if they are sent to the customer's last known address. The customer may revoke their consent to data transmission in writing at any time. This cancellation has no effect on the underlying transaction.

**19. Partial invalidity:** Should individual provisions of these General Terms and Conditions be or become void, ineffective or contestable, the remaining provisions shall remain unaffected, the remaining provisions shall remain unaffected and shall then be interpreted and/or supplemented in such a way that the intended economic purpose is realised in a legally permissible manner is achieved as precisely as possible. This shall also apply to any contractual loopholes.

**20. Choice of law, place of jurisdiction:** In the event of disputes arising from the business relationship between the customer and us, Austrian law shall apply exclusively. Austrian law shall apply. The applicability of the UN Convention on Contracts for the International Sale of Goods is expressly excluded. The contracting parties agree on Austrian, domestic jurisdiction.

jurisdiction. All disputes arising in connection with these General Terms and Conditions and contracts based on them shall be settled by the disputes arising from these General Terms and Conditions and contracts based on them shall be settled by the court at our registered office, the Salzburg Regional Court.

**21. Place of fulfilment:** The place of fulfilment is the registered office of our company.