DEUTSCHE EXTRAKT KAFFEE GMBH

General Terms and Conditions (01/11)

valid from: 01.01.2011

1. Applicable law for future contracts

1.1 These General Terms and Conditions shall apply exclusively to any business transactions between Deutsche Extrakt Kaffee GmbH (hereinafter referred to as DEK) and the contractual partner (Buyer). Unless expressly acknowledged by us, deviating terms and conditions of the Buyer shall not be binding on us, even in case we have not expressly vetoed them.

1.2 Once these General Terms and Conditions form part of a contract, they shall also apply to all future contracts with the Buyer, whereby there is no requirement to make express reference to these General Terms and Conditions.

1.3 Our Terms and Conditions shall apply exclusively to business enterprises as defined in Section 310 para. 1 of the German Civil Code (BGB).

2. Prices

2.1 Unless stipulated otherwise in the confirmation of order, our prices are "ex works".

2.2 Any cash discounts are subject to special written approval.

2.3 Since our prices are contingent on the state of the commodity markets, we reserve the right to make price adjustments in case of contracts which stipulate a delivery period of more than 4 months, should raw material prices on the world market have changed after conclusion of the contract. In case the price increase amounts to more than 5 % of the agreed price, the Buyer has the right to withdraw from the contract (right to termination and rescission).

2.4 The applicable VAT is not included in our prices; the rate applicable on the date of invoice will be listed separately on the invoice.

2.5 In case, after conclusion of a contract, the coffee tax rate and/or the customs duty is raised, we reserve the right to make corresponding price adjustments.

3. Risk taking

3.1 Unless stipulated otherwise in the confirmation of order, delivery shall be "ex works".

3.2 The redemption of packaging is subject to separate agreements.

3.3 If requested by the Buyer, we will arrange transport insurance for the shipment; any costs incurred with such insurance shall be borne by the Buyer. The costs and risk of shipment of the goods shall be borne by the Buyer.

4. Quantity variations

Due to technical production requirements, we reserve the right of excess deliveries or delivery shortfalls of 10 % in the case of own supplies to the Buyer or 5 % in the case of neutral supplies.

5. Consequences of a breach of duty

5.1 The Buyer is requested to inspect the goods immediately upon delivery and, in case of fault, to inform DEK immediately (article 377 of the German Commercial Code (HGB). In case the Buyer fails to do so, the goods shall be deemed as accepted, unless the fault, despite due inspection of the goods, could not be detected. In case such a hidden fault is discovered, DEK must be informed immediately, otherwise the goods are deemed as accepted in spite of the fault.

In case of a fault with the purchased goods, DEK reserves the right to supplementary performance by rectifying the fault or replacing the goods by new faultless object whereby the choice of the remedy is at the discretion of DEK. In the case of rectifying a fault, any costs borne by DEK shall be limited to the equivalent of the purchasing price. In case the supplementary performance fails, the Buyer has the right to rescission of the contract or abatement of the purchase price.

5.2 DEK shall not be deemed in default of performance in case the delay is due to one of the following contingencies and if DEK is not responsible for their occurrence:

(a) unexpected loss of production or delayed deliveries by our suppliers

(b) force majeure, in particular acts of terrorism, strikes, lock-outs or

(c) similar unforeseen events.

5.3 DEK cannot be held liable for the following losses and damages:

(a) Damage or loss as a result of slight negligence on the part of DEK which does not constitute a breach of a fundamental contractual duty, with the exception of bodily injury;

(b) Losses or damages which were unforeseen and beyond the control of DEK.

No reversal onus of proof is associated with the above provision.

In case DEK is liable for a delay in performance, any liability for damages shall be limited to 5 % of the value of the service in the case of damages in addition to the performance of the service, and 10 % in the case of damages instead of the performance of the service.

In case of a culpable breach of a fundamental contractual duty DEK shall be liable within the scope of the law. However, liability in such a case shall be limited to foreseeable damage and loss typical to the kind of contract concluded. Any further claims on the part of the Buyer, even in case he has set a time limit to DEK, are excluded.

The above limitations shall not apply in case of mandatory liability as a result of injury to life, body or health.

5.4 DEK reserves the right to supply goods with quality and quantity variations which are customary in the industry.

5.5 Any claims against DEK for damages in connection with pecuniary losses shall fall under the statute of limitations after a period of two years of their occurrence, irrespective of whether the damaged party had knowledge of the loss or, due to gross negligence, did not have knowledge of the loss.

The limitation period in case of delivery recourse as defined in articles 478, 479 of the German Civil Code (BGB) remains unaffected.

6. Extension of the delivery period

6.1 In case, due to force majeure, strike or lock-out, faulty or delayed delivery occurs on the part of our suppliers or other circumstances which were unforeseeable at the time of conclusion of the contract and which were beyond the control of DEK, the delivery period shall be extended in proportion to the duration of the obstruction, whereby the maximum extension is two years.

After expiry of the extension period DEK shall be entitled to rescind the contract.

6.2 In such a case the Buyer shall not be entitled to any compensation.

7. Use of packaging designs

The Buyer undertakes to use packaging designs provided by DEK exclusively for labeling goods produced by DEK. The Buyer undertakes in particular not to have identical or confusable reprints made by other sources. As regards export sales, the Buyer is under an obligation to ensure that the goods, including any configuration, are marketable in the country of import and, moreover, comply with the legal regulations of that country and do not violate any industrial property rights of third parties.

In case services of DEK are used in connection with packaging designs which have been designed and/or provided by the Buyer, the Buyer undertakes to indemnify DEK from any claims and costs in connection with these services.

8. Secret lien

8.1 DEK shall retain title to the goods until all our outstanding claims in connection with the business relationship with the Buyer at the time of delivery have been settled.

8.2 In case the goods subject to retention of title delivered by DEK are mixed with property of third parties, we reserve the right to joint ownership of the new product or the stock of mixed products in proportion to the value of our goods subject to retention of title to the other goods at the time of their mixture.

8.3 The Buyer may resell the goods as part of ordinary business transactions. He shall herewith assign any claims against his purchaser in connection with such resale in full, i.e. not just the value of the goods subject to retention of title sold, to DEK. We hereby accept the assignment.

8.4 The Buyer may only collect the assigned receivables if he has met his financial liabilities towards DEK. The Buyer undertakes to supply DEK with any information and documents required for the collection of the assigned receivables should he fail to meet his financial liabilities towards DEK.

8.5 In case such regulation of the retention of title rights is impossible in the country of destination of the goods, the delivered goods shall remain the property of DEK until paid in full.

8.6 The Buyer undertakes to notify DEK immediately in case the goods subject to retention of title have been levied upon by a third party or ownership asserted in any other manner, or such measures have been announced by that third party or must be expected. Any pledging or transfer by way of security of the goods subject to retention by the Buyer is not permissible. In case the securities assigned to DEK exceed the value of the secured debt claim by more than 10%, DEK shall release securities of its choice to that amount if the Buyer so requests.

9. Payment and default of payment

9.1 In case of a delay in payment, default interest amounting to 5 percentage points above the base rate p.a. of the European Central Bank shall be charged. This will not apply if the Buyer provides proof that no interest loss was incurred or that such loss was lower. DEK shall be entitled to higher interest if it provides proof that it has incurred a higher interest loss.

9.2 The Buyer undertakes to make payment immediately upon receipt of the invoice. The invoice shall be issued on the date of delivery, partial delivery or readiness of the goods for shipment. The Buyer shall be considered in default of payment if he fails to make payment within 14 days after full performance of the contractual obligations by DEK and receipt of the invoice, whereby there is no requirement on the part of DEK to issue any further reminder.

9.3 In the case of a default of payment or in case circumstances become known that give rise to doubt as to the creditworthiness of the Buyer, all outstanding payments for services provided and deliveries made by DEK shall become due with immediate effect. In such a case DEK reserves the right to make outstanding deliveries subject to advance payment or the provision of securities.

9.4 The Buyer shall only be entitled to set off counterclaims if they are legally undisputed or indisputable or have been acknowledged by us. Moreover, any right of retention on the part of the Buyer shall only apply if such right is based on the same contractual relationship.

10. Personal data of the Buyer

We reserve the right to store the Buyer's personal data required for maintaining the business relationship. Notification in compliance with the German Data Protection Act is hereby given.

11. Place of performance and jurisdiction, severability clause

11.1 The place of performance of the order and place of payment by the Buyer is Hamburg.

11.2 The place of jurisdiction for all disputes arising from this contractual relationship is Hamburg. In the case of export sales, DEK reserves the right to choose the sales location or the location of the Buyer's headquarters as place of jurisdiction.

11.3 All contracts shall be governed by the laws of the Federal Republic of Germany, whereby UN Purchasing Law is excluded. Moreover, the INCOTERMS 2010 shall apply.

11.4 Should any of the aforementioned provisions be invalid, the validity of the remaining provisions shall remain unaffected.

11.5 Differing provisions and subsidiary agreements shall only be valid if submitted in writing.

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