

General Terms and Conditions of Sale and Delivery for Feed containing Oil

Version dated 01.01.2005

I. General

1. The seller's Terms and Conditions of Sale and Delivery hereinafter set forth exclusively shall govern all contracts of the seller concluded with a company concerning deliveries of feed containing oil, also such contracts arising from business transactions concluded in the future. Different or supplementary terms and conditions of the buyer or a contract broker, which the seller does not expressly acknowledge in writing, shall not apply and shall not be binding upon the seller even if the seller does not expressly contradict them.
2. The content of the contract shall follow from the seller's written sales confirmation including the terms and conditions set forth above and below. Verbal collateral agreements as well as amendments to or modifications of the contract shall only be valid when confirmed in writing by the seller.
3. The conclusion of contracts under the terms and conditions set forth above and below shall also remain valid even if the buyer does not return the sales confirmation countersigned.
4. If individual provisions of these terms and conditions become invalid, the remaining content of the contract shall be binding. An invalid provision shall be replaced by a valid provision which corresponds as closely as possible in economic intent to the invalid provision.
5. If, after conclusion of this contract, a new obligation of any kind affecting the terms and conditions of the contract, is imposed upon the seller by government order, the amendment resp. modification of the terms and conditions of the contract arising therefrom shall be deemed agreed by the contracting parties.

II. Delivery

1. Delivery shall be made within the agreed delivery periods at the seller's option. If the delivery period covers several months, delivery shall be made monthly in approximately equal instalments.
2. In determining the delivery period, "immediately" shall be understood to be within 3 working days but in the case of loading on ships within 5 working days. "Promptly" shall be understood to be within 10 working days. The date on which the contract is concluded shall not be counted here.

Working days within the meaning of these terms and conditions and the terms and conditions set forth below are Mondays to Fridays. However, public or local holidays as well as the 24th and 31st

December are not working days. When there is a local holiday, this shall be determined by the local practice at the place of loading or shipment.

3. a) The seller can deliver the goods for acceptance during the delivery period at its discretion unless otherwise agreed in the contract. The seller can also deliver the goods before the delivery period begins but at the earliest for delivery as of the 1st day of the delivery period. The buyer must issue a shipping order in a feasible form for acceptance of the goods immediately after receipt of the delivery. If the buyer fails to comply with this obligation within an extension period set by the seller pursuant to 3b), the seller can, given the fundamental importance of the shipping order being issued in due time, at its option, either rescind the contract resp. rescind that part not yet fulfilled and/or request damages in lieu of performance. The seller can instead request immediate payment against issue of a delivery note/warehouse receipt. The seller shall exercise its option within 2 working days of expiry of the extension period. The seller can otherwise only claim damages in lieu of performance. If a delivery by the seller or a shipping order of the buyer is received by the respective other party only after 3 p.m. on a working day, the delivery resp. shipping order shall be deemed only received by 10 a.m. on the next working day for the purposes of determining the period.

b) The extension period to be set pursuant to 3.a) shall be at least 4 working days as of receipt of the declaration concerning the setting of an extension period. The seller can link the setting of an extension period to the delivery.

c) If the seller has not made use of its right of delivery pursuant to 1. and 3 a) and if the buyer has not issued a shipping order by the end of the delivery period or by the call date, the seller can deliver, also after expiry of the delivery period, in the manner provided for in 3 a) as long as the buyer's obligation of acceptance has not expired.

d) If the seller requests damages in lieu of performance, the seller can achieve the determination of the damages in particular by resale or determining the price. A resale must take place, if possible, immediately after the extension period expires through a sworn broker. If a threatened resale is not realised or not realised in an appropriate form or time, a right to damages shall exist. If damages are determined by determination of the price, the 1st working day after the extension period expires shall be deemed the reference date for determining the price.

e) If the buyer fails to issue a shipping order in a feasible form in due time, the seller shall have the right to store the goods itself or with a third party for the buyer at the buyer's expense and risk. The buyer shall provide for insurance cover.

f) If the shipping order in a feasible form is issued late or in the event of a late call, the seller shall have the right to postpone the delivery by as many working days as the buyer was behind schedule plus a reasonable scheduling period.

4. Unless otherwise determined in the contract, the seller shall have the right to make partial deliveries. Each partial delivery shall achieve the partial fulfilment of the contract. If several contracts are running at the same time concerning the same products, the seller shall have the right to determine the sequence in which the contracts are fulfilled.

5. Delivery shall be made to third parties (also to controllers, forwarding agents, shipping companies etc.) against concluded contracts only if the request is accompanied by release notes duly issued to the seller. The request and release note must be identical in terms of quantity. The request must include the contract number of the oil mill contract.

6. Delivery can also be made from other locations than those provided for in the contract if this is expedient in terms of production, storage or sales. Any additional charges incurred as a result shall be borne by the seller. Any reduction in costs resulting therefrom shall accrue to the seller.

7. The seller shall have the right to refuse execution of the contract

a) if, after conclusion of the contract, a material deterioration in the buyer's financial situation occurs or becomes known to the seller, according to which the claim to consideration is jeopardised, except where advance payment is made or the payments are ensured in another manner, providing the seller with security (e.g. bank guarantees);

b) as long as the buyer is behind schedule in accepting a delivery or with a payment arising from any contract concluded with the seller;

c) if the buyer's company is wound up after conclusion of the contract, transferred to a third party or relocated abroad or its legal form changes and, given the above-mentioned changes, there are justified doubts as to the fulfilment of the contract by the buyer unless advance payment is made or the payments are ensured according to a).

8. The seller can, unless otherwise agreed in the contract, at all times deliver goods which are equivalent to the seller's make.

9. a) The seller shall be released from compliance with contractual delivery periods and, if applicable, from fulfilment of the contract pursuant to the provisions set forth below insofar and as long as circumstances occur in Germany or abroad which make it considerably more difficult to perform.

This is the case if the seller is hindered in purchasing raw materials, in the processing or delivery resp. loading or this is made unreasonably difficult for the seller. The parties shall regard the following circumstances in particular as an unreasonable hindrance: mobilisation, acts of war, riots, civil war, blockades, industrial disputes, demonstrations, occupation of factories, sabotage, go-slows, adverse natural phenomena such as ice, floods, shallow/high water levels, hurricanes, cyclones, earthquakes, tsunamis, delays in harvests or destruction of harvests, significant impairment of potential mechanisms for procuring the foreign currency required to pay for raw

materials, obstructions to loading or transport, delays, restrictions to and suspension of loading or transport, obstructions due to explosions, fire, whole or partial destruction of industrial plants or of warehouses, machines and machine parts, machinery breakdown or other significant operational disruptions, the consequences of an “energy crisis”, lack of fuel, auxiliary materials or energy, labour shortages due to sickness or epidemics, the seller is not supplied or not supplied according to the contract with raw materials, auxiliary materials or packaging material, measures taken by public authorities, especially regulatory orders and the like in Germany or abroad. Circumstances caused by the negligence of the seller shall not be deemed obstructing circumstances as defined above.

b) In the cases stated in 9 a), the seller shall have the right first to postpone the agreed delivery time for the expected duration of the obstruction or part of the same.

The buyer must be accordingly notified immediately by telephone, verbally or in writing; notification shall not be bound initially by any form. In the case of a verbal notification or notification by telephone, the seller shall be obliged to provide a written confirmation or written telecommunication as soon as this is reasonable for the seller according to the circumstances. The seller shall be free, however, at its option to deliver goods which are equivalent to the seller’s make up to the end of the obstruction at the latest. After the obstruction ends, the seller shall be obliged to deliver in line with its production possibilities and other possibilities within a reasonable period of time and shall notify the corresponding delivery date to the buyer as soon as possible.

c) The seller shall not be obliged to replace the deliveries affected by purchases from third-party sources unless the buyer bears the additional costs connected therewith and has agreed to the delays in delivery resulting therefrom.

d) If the total period of obstruction lasts for more than 3 months, either of the parties can rescind the contract. There shall be no right of rescission if the seller, on the basis of its purchase contracts for raw materials, is still obliged, also after 3 months, to receive resp. accept the raw materials or a part thereof and the buyer can be expected to adhere further to the contract. In the case of contracts covering several deliveries, the above-mentioned right of rescission shall exist only for deliveries which had to be performed according to the contract during the period of obstruction.

e) If further adherence to the contract appears unreasonable for one of the parties already before expiry of the 3-month period, that party can rescind or terminate the contract already before expiry of the 3-month period.

III. Loading

1. During loading the weight relevant for quantity shall be determined and samples relevant for quality shall be taken. The buyer shall have the right to be present during loading or be

represented by a control officer. At the buyer's expense, the buyer can also request an expert third party to take samples or issue a certificate of weight. If the buyer/control officer does not attend at the time specified by the seller as the start of loading, the seller shall have the right to start loading. If, despite notification of attendance by the buyer/control officer, the buyer/control officer does not appear at the loading in due time and the seller, therefore, postpones the start of loading until the buyer/control officer arrives, the buyer shall reimburse the seller for the costs of the delayed loading.

2. The seller shall not be responsible if goods are not loaded onto the confirmed vessel if the shipping company has made other arrangements for the vessel concerned.

3. If the sale is "FOB..." or "ex our works" or "free on truck / waggon ..." by the seller (see seller's contract confirmation), the buyer alone shall be responsible for a wholly suitable means of transport for this cargo (truck, ship etc.) being provided for the agreed loading of meals. The means of transport shall only be deemed suitable if it fulfils all requirements during loading, during the entire transport and during unloading which have to be complied with or observed according to legal or other relevant regulations, especially of the competent employers' liability insurance association. In the case of ships, the respectively valid regulations of the ADNR [Regulation for the Transport of Dangerous Substances on the Rhine], of inland navigation and the Berufsgenossenschaft Nahrungsmittel und Gaststätten [Employers' Liability Insurance Association for the Food and Catering Industry] (e.g. their respectively valid instruction sheets, guidelines and the like) must be complied with and observed by the buyer or its agent. This shall not affect the obligations which are mandatory and imposed solely upon the seller according to these regulations.

The seller shall have the right to reject a means of transport which appears to be obviously unsuitable. In such case, the buyer shall bear the costs incurred for procuring a suitable means of transport as replacement.

4. In the case of railway shipments, the seller shall have the right, with notification to the buyer, to have loading carried out at its own address unless otherwise agreed in the contract.

5. If delivery of the goods is taken by a third party (e.g. forwarding agent, forwarder or carrier) by order of the buyer, the bills of lading or consignment bills made out to "order" and/or blank shall be handed over to the seller upon request.

6. If vehicles provided by the buyer take delivery of the goods, these shall be received as quickly as possible during the working hours specified by the seller, as required by the seller's operating conditions, if applicable during the 2nd or 3rd shift, without the seller being liable for any extra costs incurred by the buyer for overtime etc. In the event of delays in loading for operational reasons, the buyer shall not be reimbursed for any demurrage incurred. If receipt in accordance with operational requirements is not possible with the buyer's own workforce, the seller shall

endeavour to provide professional manpower at the buyer's expense. Marine vessels shall be loaded according to local usage.

7. The goods shall be shipped in principle at the buyer's risk unless otherwise agreed under the contract.

8. If the buyer gives no instruction, the seller shall select the route / means of transport. The seller shall in doing so take account of the buyer's interests as far as possible under the circumstances. The seller shall not be responsible for guaranteeing the cheapest form of shipment in every case.

9. Goods shall be loaded during the time specified by the seller. Costs incurred due to delays in loading caused by weather conditions (e.g. demurrage, truck demurrage charges and the like) as well as wagon / container fees, truck and rail connection charges, and cartage for general cargo shall be borne by the buyer unless otherwise agreed under the contract.

IV. Weight

1. The seller can, unless otherwise agreed in the contract, exceed or fall short of the agreed quantity by up to 5%. Quantities in excess or shortfalls of up to 2% shall be settled at the contract price. Quantities in excess or shortfalls beyond this shall be settled at the daily market price.

2. The weight determined during loading shall be decisive. The seller shall issue a certificate of weight if the buyer requests this when placing the shipping order.

V. Taking of samples

1. Taking of samples to be carried out at the request of the seller or the buyer shall take place at the place of loading.

2. If the buyer requests the taking of samples, the buyer shall specify, at the latest when placing the shipping order, whether the samples shall be taken at the buyer's expense by a sworn expert sampler. If no such indication is given, the sample taken by the seller where applicable shall be decisive.

3. If the seller requests that samples be taken by a sworn expert sampler, the seller shall bear the costs of taking the samples.

VI. Quality

1. The quality of the goods to be delivered shall be governed by the contractual agreements. In the absence of other agreement, the goods supplied must be of merchantable quality, namely pure and unspoiled. They must comply with valid legal provisions.

The amount of water content and natural level of impurity are not in themselves a reason for complaint as long as the buyer's use of the goods is no more than negligibly impaired.

2. If a sale is based on a sample, this shall only be deemed a representative sample. Slight deviations from the sample in the delivery are admissible, also with respect to colour and milling.

The designation “as supplied before” shall be understood to be “approximately as supplied before”.

3. In the absence of any other indication which must be given at the latest upon delivery, the specified basis of settlement shall be deemed the indication of total protein and fat content within the meaning of the *F.M.G.* [German Law concerning Feedstuffs] as amended.

VII. Price

1. The price can be increased by the amount by which the seller’s cost price increases due to the fact that, after conclusion of the contract, the import and export duties or other charges on the goods or their source products in Germany or abroad increase or new charges in this respect are implemented or the prices for energy, auxiliary or operating materials increase. This shall also apply to additional costs due to freight difficulties when sourcing raw materials.

2. Where sales are “carriage paid”, the buyer shall bear any additional freight incurred by any part loads approved by the buyer or incurred after conclusion of the contract due to an increase in freight rates, due to supplementary charges for shallow water, high water or ice or similar extra costs.

3. Notwithstanding Article VI. 3., the price is understood to be based on the content of protein and fat specified in the sales confirmation. The total of the two values shall be deemed the settlement basis for remuneration of reduced content. Settlement shall be in a ratio of 1:1.

4. The agreed price and the costs to be borne in addition by the buyer respectively exclude turnover tax. Turnover tax (VAT) shall be charged in addition at its respective legally valid rate which the buyer shall also pay.

VIII. Notice of defects, warranty

1. The buyer shall inspect the goods carefully for completeness/damage prior to acceptance/signature for receipt.

The consignee shall be responsible, in case of complaint, for all measures required according to relevant regulations, especially the required documentation of the facts, being taken in due time and form, and shall notify the seller immediately.

2. The buyer shall inspect the goods immediately after delivery and, if this reveals defects, shall notify them to the seller immediately by written telecommunication but at the latest within 5 days of delivery. The defects must be confirmed to the seller immediately in writing after notification with a detailed statement of reasons. The goods subject to complaint must be left in the shipping containers so that the seller can verify properly the validity of the complaint. This shall only not apply if the seller expressly waives this in writing/by written telecommunication and the buyer properly ensures that the goods subject to complaint are stored completely separate and not processed.

3. The buyer shall be obliged to clarify, before processing begins, through appropriate checks in terms of scope and method, whether the goods delivered are suitable for the buyer's intended use.

4. If the buyer does not or does not properly fulfil the obligations pursuant to 1. to 3., the goods shall be deemed approved unless there is a defect which was not identifiable during a proper inspection / examination.

5. If a defect, which was initially not identifiable, is revealed at a later date, the buyer shall be obliged to give notification of this immediately but at the latest within 5 days of detection pursuant to 2. The goods shall otherwise be deemed approved, also with regard to any defect.

6. In the event of a justified complaint in due time, the seller shall have the right, unless otherwise agreed, first to take back the defective goods and substitute them for goods in conformity with the contract. The seller shall be obliged to declare with binding force, within a preclusion period of 10 working days after written request by the buyer, whether the seller wishes to exercise its right to substitute delivery. In order to give the seller a sufficient basis for decision, the buyer shall be obliged to enable the seller to inspect the goods subject to notice of defect within the above-mentioned period. If the seller does not make a substitute delivery or it fails, the buyer can reduce the purchase price pursuant to Section 437 *BGB* [German Civil Code] or rescind the contract.

7. A complaint about the constituents of the goods shall be based on the sample taken pursuant to V. If the buyer requests the inspection of such a sample, the buyer must forward the sample to a sworn commercial chemist within 5 working days of its receipt.

If the inspection shows a difference in terms of the content of the constituents than agreed, the seller shall have the right to have a control inspection carried out by another sworn commercial chemist. If both analyses deviate from each other by no more than 1%, the calculation of any remuneration shall be determined by their average. In the case of greater deviations, both parties shall have the right within 8 working days of receipt of the second analysis to request a third analysis by a further sworn commercial chemist, the choice of whom shall be incumbent upon the seller. Calculation of any remuneration shall in such case be determined by the average of the analyses which are closest. If remuneration is to be paid, the costs of all analyses shall be borne by the seller, otherwise by the buyer.

IX. Damages, limitation of claims for defects and claims arising from other breach of duty

1. The seller shall be liable for damages within the scope of legal provisions if the damage is based on intent or gross negligence by the seller, its representatives or vicarious agents. Liability for ordinary negligence shall be excluded unless there is a negligent violation of a material

contractual obligation or an injury to life, limb or health of a person or mandatory liability based on the provisions of the *Produkthaftungsgesetz* [German Product Liability Act] exists.

2. Damage claims by the buyer shall be limited to typical, foreseeable damage. This shall not apply in the case of claims which are based on intentional or grossly negligent conduct of the seller, its legal representatives or vicarious agents. The limitation shall further not apply to liability for damages arising from injury to the life, limb or health of a person and in cases of mandatory liability according to the provisions of the *Produkthaftungsgesetz*.

3. Claims to which the buyer is entitled in the case of defects in delivered goods pursuant to Section 437 *BGB* [German Civil Code] shall be subject to a limitation period of one year. The period shall begin upon delivery of the goods.

4. Claims of the buyer to damages due to breach of duty (Section 280 *BGB*), which are not covered by 3., shall be subject to a limitation period of one year as of the beginning of the statutory limitation period.

5. The provisions on limitation in 3. and 4. shall not apply in the cases of Section 438 (1) No 1 and 2 *BGB* and of Sections 478, 479 *BGB* and to damage claims arising from injury to the life, limb or health of a person. They shall further not apply in cases of intent or gross negligence of the seller, its legal representatives or vicarious agents.

X. Payment

1. Unless otherwise agreed in the contract, the seller shall have the right to request prepayment against delivery of goods ready for loading.

2. The buyer shall not have the right of set-off or deduction in any form unless the claim put forward for set-off has been acknowledged by the seller in writing or recognised by declaratory judgment.

3. Bills of exchange shall only be accepted if “payment by bill of exchange” has been expressly agreed in the contract. Bills of exchange and cheques shall be accepted at all times as conditional payment only. In the event of payment by bill of exchange, the drafts sent by the seller to the buyer must be received again by the seller free of charge, indicating acceptance and bank domicile, within 7 days of the date of sending. Discount charges, bill of exchange charges and default interest must always be paid immediately.

4. If the buyer does not pay the agreed purchase price within the payment term stipulated in the contract, the claim shall bear interest pursuant to XI. 2.

5. Notwithstanding the agreed method of payment, the seller can request advance payment for the delivery if

a) there is a material deterioration in the buyer’s financial situation after conclusion of the contract or a circumstance becomes known to the seller which gives rise to justified doubts as to

the buyer's solvency except where payment is ensured in another manner, providing the seller with security (e.g. bank guarantee);

b) the buyer is in default in taking delivery, acceptance or payment of a delivery.

6. Representatives or employees of the seller shall not be authorised to undertake collection without specific written power of attorney.

XI. Default in payment, suspension of payment by the buyer

1. If the buyer defaults in payment vis-à-vis the seller for at least one delivery under this or another contract or has suspended its payments or there are facts which are the equivalent of a suspension of payment, or the buyer has not paid a bill of exchange or cheque on the due date or has revoked a direct debit issued according to the contract by the seller in the buyer's name resp. returned it unpaid, the seller shall have the right, subject to its other rights, at any time to rescind in whole or in part individual or all contracts not yet completed. An extension period may only be set in the event of default in payment, granting a period of three working days but only 24 hours in the case of revocation/non-payment of a direct debit.

2. The interest rate for pecuniary debts of corporate buyers shall be 13% but at least 8% above the respective base interest rate. The seller can assert further damage.

XII. Retention of title

1. The seller shall retain title to all goods delivered by the seller until complete settlement of the seller's total claims, also from other contracts concluded with the buyer, from the ongoing business relationship with the buyer (goods subject to retention of title). This shall also apply if the purchase price for individual deliveries of goods has been paid because the retention of title serves as security for the seller's current outstanding balance claim. Retention of title shall also continue to exist as long as the seller has not been released from liability on a bill entered into in the buyer's interest.

2. If the seller rescinds the contract, the buyer shall return the goods subject to retention of title immediately. The seller may in such case enter the premises where the goods subject to retention of title are stored and take possession of them. The costs of taking back the goods shall be borne by the buyer.

3. The goods subject to retention of title shall be deemed treated or processed on behalf of the seller, without giving rise to liabilities for the seller. The seller shall be entitled to title to the new article produced by treating or processing. When processing with other goods which do not belong to the seller, the seller shall be entitled to co-ownership of the new article in the ratio of the value of the goods subject to retention of title to the new article at the time of processing. The value of the goods subject to retention of title shall be deemed the purchase price for them charged to the buyer by the seller. If the goods subject to retention of title are mixed or combined

with other goods which do not belong to the seller, the seller shall then be entitled, if one of the other goods has to be considered the principal article owned by the buyer, and in other cases, if admissible by law, to co-ownership of the mixed goods, the combined goods or potential new article according to the invoice value of the seller for the goods subject to retention of title in question. Furthermore, the buyer shall assign to the seller its claims against third-party customers, to which it is entitled from the processing of the goods subject to retention of title, up to the value of the seller's invoice for the processed goods subject to retention of title, to secure the respectively total outstanding claim of the seller. If the seller acquires ownership resp. co-ownership of mixed, combined or processed goods or a new article, this shall also be deemed goods subject to retention of title within the meaning of these provisions. The buyer shall keep them for the seller free of charge. The buyer shall keep the goods subject to retention of title adequately insured at all times and herewith assigns its entitlement to any insurance payments to the seller in the amount of the value of its ownership resp. co-ownership.

4. The buyer may resell goods subject to retention of title only in the ordinary course of business and subject to retention of title but not pledge them, transfer title as security or subject them to similar dispositions. Furthermore, the following shall apply:

a) The buyer shall assign to the seller all claims, to which the buyer is entitled from the resale of goods subject to retention of title (including any ancillary rights), up to the amount of the seller's respectively outstanding total claims as their security. Where goods subject to retention of title are resold with other goods ("en bloc" sale etc.) at a total price, assignment shall be according to the seller's invoice value for the goods subject to retention of title sold with them.

b) If the goods subject to retention of title resold pursuant to 3. are co-owned by the seller, the assignment implemented herewith shall be effected at least with regard to the part of the claim from the resale which corresponds to the value of the affected original goods subject to retention of title.

c) If the buyer receives bills of exchange or cheques from its customers/buyers from the resale, the buyer herewith assigns to the seller the corresponding bill or cheque based receivables against its customers/buyers, namely in the amount of the claims from the resale assigned to the seller pursuant to a) and b). The buyer herewith transfers ownership of the bills of exchange or cheques to the seller. The buyer shall keep the bills of exchange or cheques for the seller. In the case of part payment(s), the assignment shall continue to exist until full payment by the buyer's customers / buyers.

5. As long as the buyer duly meets its payment obligations towards the seller, the buyer shall be authorised until further notice to collect the receivables which have passed to the seller as security. This collection authorisation is limited to the effect that remuneration through these receivables is admissible only concurrently against payment of the proceeds to the seller, namely

when these proceeds fall due. The proceeds paid out must correspond at least to the amount which is due to the seller from the individual claim assigned to the seller as security, whereby, in the event of early or late satisfaction of the seller, the corresponding adjustment of interest has to be taken into account. The seller shall only revoke the collection authorisation if serious doubts arise as to the buyer's solvency or the buyer defaults in payment. If the buyer suspends payment, the collection authorisation shall expire without revocation being required. If the collection authorisation is revoked or expires, the buyer shall notify the subrogation immediately to the third-party buyers for payment to the seller, provide the seller with all information required to assert its rights and deliver documents and hand over relevant customer bills of exchange or cheques to the seller. The seller can notify the debtors of the assignment.

6. The buyer shall notify the seller immediately by written telecommunication of third-party access to goods subject to retention of title or to receivables assigned to the seller in whole or in part which has occurred or is imminent and object immediately to such third-party measures such as execution against the goods subject to retention of title. The buyer shall furthermore be obliged to provide the seller immediately at its request with all required information and documents to enable the seller to assert its rights arising from co-ownership pursuant to 3. and 4. against third parties, especially in the event of the buyer's suspension of payment.

7. The seller's retention of title is subject to the condition precedent such that, upon full satisfaction of its respectively outstanding total claim vis-à-vis the buyer, title to the goods subject to retention of title shall automatically pass to the buyer. At the buyer's request, the seller shall at its option release securities to which the buyer is entitled if their value exceeds the respective total claim to be secured by 20%.

8. As of suspension of payment by the buyer or upon insolvency proceedings being filed against its assets, the buyer shall no longer be authorised to sell, treat or process, combine or mix the goods subject to retention of title with other goods / articles and shall ensure immediately separate storage resp. marking of the goods subject to retention of title. Furthermore, the buyer shall have the amounts received from the claims assigned to the seller credited to its separate account resp. keep them separately.

XIII. Place of performance, application of law, place of jurisdiction

1. Place of performance for the delivery is the place of loading or shipment. Place of payment is the location of the seller's registered office.

2. Unless otherwise provided for in these General Terms and Conditions of Sale and Delivery or the contract, legal provisions of the Federal Republic of Germany, especially the *BGB* and *HGB* [German Commercial Code] shall be deemed agreed. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 is excluded.

3. Place of jurisdiction for C. Thywissen GmbH is the competent regional court. This place of jurisdiction is herewith agreed with binding force (Art. 17 EEC Convention on Jurisdiction of 27.09.1968. Federal Law Gazette Part 2 1972 No 46 in conjunction with Section 38 (2) ZPO [German Code of Civil Procedure]).

4. Disputes arising from the contract shall be settled in accordance with Art. 6 of the Arbitration Rules of Mitteldeutsche Produktenbörse e.V.

XIV. Measures taken by public authorities after conclusion of the contract

Should, after conclusion of the individual contract, new obligations of any nature affecting the contract terms and conditions be imposed upon the seller due to measures taken by public authorities, especially regulatory orders and the like, these shall be assumed by the buyer in the relation of the contracting parties to each other, if it is to be assumed, according to the customs and practices governing commercial practice, that the contracting partners would have agreed this assumption of obligations had the corresponding measure by public authorities existed when the contract was concluded.