



KÄSE REBELLEN

Käse Rebellen GmbH · Auerbergstr. 8 · 86989 Steingaden · Germany
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General Standard Terms and Conditions (GTC) **for international sales** (Version January 2011)

1. Scope

Orders placed with us are only processed under exclusive application of our GTC. We do not accept any conditions of the Buyer which conflict with or differ from our GTC.

2. Prices

- a) The prices of the goods we supply are fixed in Euros (€).
- b) The prices are understood Ex Works our warehouse in 86989 Steingaden, Germany, (EXW according to INCOTERMS 2010) – should the Buyer wish to purchase our goods on different conditions, these conditions have to be agreed upon in writing by both parties.
- c) The prices of the goods are specified per item in price lists which we supply the Buyer with individually.
- d) The prices include the cost of packaging and marking. However, price labelling on our part is without any liability of error.

3. Payment

- a) Payment for the goods is to be effected to our account in Euros via bank transfer.
- b) The term of payment is payment in advance, i.e. we will only dispatch the goods when the invoiced amount has arrived on our account. Should the Buyer wish to purchase our goods on different terms, these terms have to be agreed upon in writing by both parties.
- c) All bank charges for bank transfers are to be paid as follows:
 - charges in our bank to be borne by us
 - charges in the Buyer's bank to be borne by the Buyer

4. Samples

Our samples are for product description purposes only and do not represent a warranty of characteristics. Characteristics are guaranteed only in writing.

5. Packing and marking

- a) Packing of the goods shall be conducted perfectly to ensure complete safety of the goods. We guarantee perfect packaging conditions when the goods are dispatched from our warehouse. However, we cannot guarantee for any damages of the packaging and thus of the goods caused by third



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parties (e.g. bad road or driving conditions, damaged cooling system of truck etc.).

- b) In the event that quality of the goods is claimed, the Buyer shall proof the damage with photos of the goods etc. If the Buyer's claim is justified, we shall send the Buyer a credit note for the goods in question. The amount due, according to the credit note, shall be deducted from the amount of the next order.
- c) Each item of the goods is to be marked in accordance with the requirements of shipping marking as well as marking in the individual country corresponding to the rules and standards existing in this country.
- d) The labels will be designed in cooperation between the Buyer and us. After the Buyer has confirmed the labels, they will not be under the responsibility of us.

6. Quality and quantity

- a) In order to maintain the products' quality for this period, the goods need to be cooled between +4°C and +8°C. The cooling chain must not be interrupted.
- b) Minimum order quantity is one pallet.

7. Acceptance conditions

Acceptance of the goods as to quality and quantity is carried out by the Buyer unilaterally at the warehouse of the Seller. By signing the loading documents the driver acknowledges the correct loading of the goods.

8. Partial delivery and Force majeure

- a) We are released from the responsibilities for partial or complete fulfilment of our liabilities, if this non-fulfilment was caused by the circumstances of Force Majeure, i.e. fire, floods, earthquakes, epidemics, strike, war, siege, prohibition of export or import.
- b) In this case the period of performance is to be extended for the period equal to that during which above-mentioned circumstances and similar are in force.

9. Claims

- a) The claims of the Buyer as far as the quantity of units and weight of the delivered goods is concerned can be raised to us within 10 working days after the date of the goods have arrived at the Buyer's warehouse.
- b) The claims of the Buyer as far as the quality of the delivered goods is concerned can be raised to us within the goods' shelf-life.
- c) Should the Buyer detect goods of improper quality, the Buyer is to draw up a unilateral act about the presence of the goods of improper quality. As already stated in §5.b) the Buyer is to proof the goods' improper quality with photos etc. If the Buyer's claim is justified, we shall issue a credit note



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for the goods in question. The amount due, according to the credit note, shall be deducted from the invoice total of the next order.

10. Arbitration

- a) We will do our best to settle all arguments and disagreements with the Buyer in a friendly way.
- b) In case the parties cannot come to an agreement, all disputes and disagreements are to be solved by the international commercial arbitrage at the Chamber of Commerce and Industry of Vienna, Austria, in accordance with the German Law and Regulations of procedure of the above-mentioned court.

11. Additional terms

There are additional terms that become effective depending on whether the Buyer comes from an EU-member country or from a country outside of the EU. These additional terms will be sent to the Buyer individually.

12. General provisions

Should any of the provisions of these GTC be or become invalid, the validity of the other provisions is not affected. The parties undertake to replace any invalid provisions by others which best meet the purpose of the invalid clauses, in consideration of the contract.