

**General terms and conditions for sales transactions and intermediary services of
MARWEGEN FRUCHTCONSULTING UND -HANDEL GMBH**

1. Abbreviations and frequently used terms

MARWEGEN (or seller)	means Marwegen Fruchtconsulting und -handel GmbH with - registered seat: Altlaufstr. 40, 85635 Höhenkirchen – Siegertsbrunn, Germany - registration: Handelsregister München, HRB 211260 - VAT-ID: DE294909554 - e-mail: info@marwegen.de - web: www.marwegen.de
GTC	means this general terms and conditions for sales transactions conducted and intermediary services provided by MARWEGEN
sales transaction	means sale of goods to buyers by MARWEGEN in its own name and on its own account, incl. salvage sales transactions
intermediary service	means MARWEGEN's intermediation between MARWEGEN's principal (buyer or supplier) and potential suppliers or buyers with the purpose of facilitating sales transactions, incl. salvage sales, between those parties in exchange for commission and without MARWEGEN acquiring any ownership title regarding the goods sold by the supplier to buyer
COFREUROP	means Conditions of Business for Fresh Edible Horticultural Products, applicable to all national and international trade in fruit and vegetables (fresh, frozen or for industrial use), reflecting widely accepted commercial customs and usage of the trade as it is accessible in English language e.g. at http://www.freshfel.org/asp/what_we_do/index.asp?doc_id=431
buyer	subject to the context, means (i) buyers of the goods sold by MARWEGEN in its own name and on its own account and/or (ii) buyers delivered by the principal (seller) in its own name and on its own account, employing MARWEGEN only as an intermediary for such transaction
supplier	subject to the context, means the suppliers of MARWEGEN and/or the potential or chosen supplier for principal (buyer) to whom MARWEGEN provides intermediary services
principal	means any principal (buyer or supplier) to whom MARWEGEN provides intermediary services
bank holiday	means such a day when either in the payment obligor's or the beneficiary's country financial institutions do not conduct payment transactions.
force majeure	means events or circumstances that are beyond the control of MARWEGEN or its suppliers (e.g. war, terrorist attack, riots, strikes, theft, earthquake, flood, fires, industrial action, embargoes, natural disasters, governmental orders, measures taken by the authorities, export or import restrictions, traffic jams, staff absences, non-delivery by sub-suppliers) directly hampering the performance of contractual obligations

2. Scope of application of this GTC

2.1 Unless otherwise agreed to by MARWEGEN expressly in writing, this GTC shall apply for all sales transactions conducted by MARWEGEN on, and all intermediary services provided by MARWEGEN pertaining to, fresh fruits, vegetables, dried fruits and nuts or, subject to compliance with all relevant legal requirements, any other goods. Any deviations from the conditions stipulated in this GTC require a prior written consent duly signed by the authorized representatives of MARWEGEN.

2.2 These conditions apply to all current and future business relationships. Conflicting or deviating conditions, incl. among others a ban on assignment of the buyer or principal are not acknowledged by MARWEGEN and are to be regarded as void.

2.3 By signing the relevant purchase order or contract, buyer or principal accepts the conditions of this GTC.

3. Quotes, price lists and agreed prices

3.1 MARWEGEN's quotes and price lists are non-binding and subject to change. Prices included in such quotes and price lists are excl. VAT and EXW (Incoterms 2010) unless otherwise stated in the quote or price list.

- 3.2 For sales transactions, final and binding prices are as stated in the respective purchase order or contract duly signed by the buyer and MARWEGEN.
- 3.3 For intermediary services provided by MARWEGEN, MARWEGEN's principal and the supplier or buyer enter into a contract according to the terms and conditions to be agreed by them, with MARWEGEN bearing no legal or financial responsibility for either the actual performance of either of the parties under such contract or the legal, technical or business feasibility of such contract or transaction itself.
- 4. General delivery terms for sales transactions**
- 4.1 Unless otherwise agreed to by MARWEGEN in writing, deliveries are made ex-warehouse and shipments to the buyer are made at the buyer's risk and expense. Certificates or any other documents requested by the buyer for certifying quality, quantity or origin of the goods need to be expressly stated in the respective purchase order or contract.
- 4.2 MARWEGEN provides all necessary export documents, including the export licences, while the buyer is obliged to supply to MARWEGEN all importation documents, including the importation licences, which are necessary for the implementation of the sales transaction.
- 4.3 In case of binding delivery or performance periods or dates, MARWEGEN is not responsible for delivery or performance delays due to force majeure events that – even only temporarily – substantially complicate delivery or make delivery impossible for MARWEGEN. Timely delivery is subject to MARWEGEN's receiving correct and timely deliveries from its suppliers.
- 4.4 MARWEGEN is entitled to make partial deliveries or partial performance at any time unless the buyer has declared in advance, prior to concluding the relevant purchase order or contract, that it has no interest in partial delivery or partial performance.
- 4.5 Unless otherwise agreed to by MARWEGEN in writing, risk is transferred to the buyer as soon as the shipment has been passed to the person carrying out the transport or if the shipment has left the warehouse for the purpose of transport. If shipment is delayed at the request of the buyer then risk transfers upon notification to the buyer that the shipment is ready for transport.
- 4.5.1 Any goods or items purchased from MARWEGEN remain MARWEGEN's property until all open claims have been settled in full.
- 4.5.2 The buyer is revocably authorised to resell the goods subject to MARWEGEN's retention of property, but claims for payment of the purchase price of such resale are hereby irrevocably assigned to MARWEGEN. Should such resale purchase price be paid directly to the buyer, the buyer merely collects it in trust for MARWEGEN's invoices under their transfer obligations and must pay it over to MARWEGEN immediately until MARWEGEN's claim, incl. delay interest and any contractual penalty, is settled. MARWEGEN's such right for assignment also includes any legal claims or demands that the buyer became entitled to for any reason pertaining to the goods being subject to MARWEGEN's retention of property. Upon MARWEGEN's request, the buyer shall immediately disclose such assignment to everyone who purchased, but has not fully paid for, any of the goods being subject to MARWEGEN's retention of property, and the buyer shall give MARWEGEN all information and documentation that is necessary for attempting to enforce the claims by MARWEGEN, itself. MARWEGEN authorizes the buyer to collect any receivables directly to MARWEGEN's account and upon MARWEGEN's request, buyer is obliged to make a statement to buyer's customers that the outstanding amount shall be payable to MARWEGEN's account. Attempting to enforce the claims by MARWEGEN does not relieve the buyer from any of its obligations regarding the unenforced amounts and the delay interests and further any contractual penalties accrued under the given transaction. Any involvement in, or contribution to, enforcing the claims may not be considered as part of MARWEGEN's generally expectable obligation for loss mitigation, and MARWEGEN is, at its own discretion, entitled to refrain from being involved in, or contributing to, such claim enforcement.
- 4.5.3 Should the buyer take or omit any actions and thereby behave contrary to its contract with MARWEGEN, in particular falling into default with any payment towards MARWEGEN, MARWEGEN is entitled to withdraw or retain the goods subject to retention of property rights at the buyer's risk and cost or to demand the assignment of any rights of the buyer towards third parties in relation with the goods subject to retention. Such withdrawal or retention of the goods by MARWEGEN shall not be regarded as rescission from the contract.
- 4.5.4 If the goods or items purchased from MARWEGEN are processed or combined in any other way with other goods or items not belonging to MARWEGEN, MARWEGEN will acquire joint ownership of the new goods or items in proportion of the value of the goods or items purchased from MARWEGEN to the other processed items at the time of processing.
- 4.5.5 If the goods or items purchased from MARWEGEN are mixed with other goods or items not belonging to MARWEGEN, MARWEGEN will acquire joint ownership of the new goods or items in proportion of the value of the goods or items purchased from MARWEGEN to the other mixed goods or items at the time of mixing. If the goods or items belonging to the buyer are to be regarded as the main item, the buyer will be required to transfer pro rata ownership to MARWEGEN.
- 4.5.6 The goods on which MARWEGEN retains full or proportional property rights has to be stored free of charge by the buyer.
- 4.5.7 Cancellation of the contract is not necessary in order to assert retention of title unless the buyer is an end-user.

- 4.6** If the quantity of the goods is different from the contractual amount, MARWEGEN shall be responsible for any additional, reasonable freight costs.
- 4.7** The places to and from which the goods should be delivered must be determined at the latest when the contract is agreed between the buyer and MARWEGEN. Any additional costs resulting from any change in destination shall be paid by the party responsible for the change.
- 4.8** The buyer must accept the goods after their availability. If the buyer does not fulfil his duty of accepting the goods, MARWEGEN, after informing the buyer, has the right to dispose of the goods. If the goods are in danger of spoiling, MARWEGEN has the right to dispose of the goods without informing the buyer.
- 5. Payment terms**
- 5.1** For sales transactions, unless otherwise agreed to by MARWEGEN in writing, full value of the orders are payable prior to, and as a pre-condition of, delivery of the goods. Subject to MARWEGEN's credit risk assessment and/or a positive track record of previous co-operations, MARWEGEN may grant less rigorous payment terms for a certain transaction or buyer than the aforementioned full prepayment.
- 5.2** For sales transactions, any payment terms different from the one in Clause 5.1 are granted by MARWEGEN only for the sales transaction(s) explicitly covered by the relevant purchase order or contract. For sales transaction(s) not covered by such purchase order or contract, any payment terms different from the one in Clause 5.1 shall be repeatedly granted by MARWEGEN explicitly in writing. In addition, if buyer falls into delay with any of its payments under the same purchase order or contract, MARWEGEN shall be entitled to deprive the buyer from such different payment terms via a written notice duly signed by any of MARWEGEN's authorized representatives in line with Clause 7.1.
- 5.3** Any payment obligation shall be deemed performed on the day the amount has been actually received by MARWEGEN. If the last day of the payment deadline is a bank holiday, the payment shall be performed on the last banking day before this day.
- 5.4** For any payment transfer, the expenses of the sending bank shall be borne by the sender of the payment, and the expenses charged by any other banks (correspondent or beneficiary) participating in the transaction shall be borne by the recipient.
- 5.5** Should payments pertaining to the transactions regulated by this GTC be performed by any obligor later than agreed, (i) a 40 EUR flat fee as administrative cost compensation and (ii) starting from the first day of the delay to the day of actual payment of the amount overdue a yearly delay interest of 9% over the applicable reference interest rate is to be charged without any notice on default being required. The afore mentioned applicable reference interest rate is the 1 month interbank rate of the currency of the overdue amount quoted on the first workday of the calendar month of falling in delay. For the calculations, a year shall consist of 365 days.
- 5.6** Despite receipt of the applicable delay interest and the flat fee, MARWEGEN reserves its right to claim compensation for damages in excess the amount of the delay interest and the flat fee. MARWEGEN may apply further contractual penalties subject to a written prior agreement with the obligor.
- 5.7** In case of any payment delay, MARWEGEN is entitled to use the amount that it received first for the settlement of current and due delay interest payable by the obligor, second for any further penalty in line with the prior written agreement with the obligor and the remaining part for the obligor's principal debt which is overdue or becomes overdue first. MARWEGEN informs the obligor of the debts settled in the above mentioned way in writing within 5 calendar days following receipt of such amount.
- 5.8** Should any buyer or principal have an outstanding debt against MARWEGEN arising from any purchase order or contract, MARWEGEN is entitled to suspend the delivery of goods or the provision of its services to such obligor under such purchase order or contract, or to require the fulfilment of further conditions (e.g. provision of securities). In this case MARWEGEN is entitled to deliver goods or provide services only if obligor certifies that it has either paid, or covered by security acceptable to MARWEGEN, the full sum of the countervalue of the goods to be delivered or the services to be rendered by MARWEGEN as well as its outstanding debts owed to MARWEGEN before starting the deliveries of goods or rendering services. MARWEGEN shall apply the sum paid by the obligor to decrease the obligor's earliest debts in line with the above Clause 5.7.
- 5.9** Without MARWEGEN's prior written consent, no buyer or principal is entitled to retain amounts payable to MARWEGEN or to offset any claims towards MARWEGEN by the claims of MARWEGEN towards such buyer or principal.
- 5.10** MARWEGEN is entitled to assign any of its rights and obligations resulting from any purchase order or contract with giving prior written notice thereon to buyer or principal. Any assignment of rights and obligations resulting from any purchase order or contract concluded with MARWEGEN, are subject to MARWEGEN's prior written approval.

6. Claims

[Note: the content of Clause 6.1 and 6.2 *in italics* is identical with Clause 6.1-6.2 of the English translation of COFREUROP, deletions are ~~crossed~~, additions underlined]

6.1 **Damage claims pertaining to sales transactions on fruits, vegetables and any other goods**

6.1.1 *The buyer must inspect and accept the contractual goods upon arrival at the agreed place of destination.*

6.1.1.1 *In the case where goods are delivered “en groupage”, i.e. deliveries to a group of different addresses, the goods are to be examined and taken at each individual place of destination. Passages in border or intermediate warehouses of distribution are not considered as place of destination.*

6.1.1.2 *The buyer or his representative is obliged to inspect the goods put at their disposal for transport damage and incorrect quantities and to make a note to this effect on the freight documents (bill of lading). The ~~supplier~~ seller or his representative is to be informed accordingly. An average adjuster or surveyor must be employed to examine the matter if the damages justify so.*

6.1.1.3 *The claim must be addressed to the contracting party or an appropriate agent. If the claim is made to an agent, the agent must transmit it immediately to the appropriate person. This clause does not affect any other rights particularly those to damages.*

6.1.2 *Faults determinable before unloading, following a quality control, must be reported at that time.*

6.1.2.1 *Faults that were not discovered, despite appropriate inspections, until unloading must be reported upon discovery and the unloading must be halted and a communication of the claim must take place. The unloading may then recommence. In the case of successive deliveries, each delivery should be considered separately.*

6.1.2.2 *The claim is to be raised immediately in all cases. For category I goods, the claim is to be made within 6 hours as from time of delivery. For category II goods, the claim is to be made within 8 hours from time of delivery (see annex 2). For any goods not mentioned in Annex 2, any claim is to be made within 6 hours from time of delivery if such goods are perishable, and 8 hours otherwise.*

6.1.2.3 *If the delivery is at an unusual time, the time mentioned in 6.1.2.2. above will run from the moment when the quality control examination can be made in accordance with the usual trade and local customs.*

6.1.3 *Faults which cannot be discovered during appropriate inspections and examinations before or during unloading, are deemed to be hidden faults to which the above rules do not apply. Claims for hidden faults must be made from the moment they are discovered. All economically reasonable technical measures are to be taken as rapidly as possible in order to detect hidden faults.*

6.1.4 *The claim should be made as follows:*

6.1.4.1 *from the loading point of departure, orally or by telephone,*

6.1.4.2 *from the delivery point or unloading point, by telephone, ~~fax, telex or telegram~~ or e-mail to info@marwegen.de.*

6.1.5 *All oral or telephone claims must be confirmed immediately in writing by sending an e-mail to info@marwegen.de.*

6.1.6 *The claim must contain:*

6.1.6.1 *information as to the means of transport. All transport conditions and documents, such as thermos records/reports, have to be checked and copies of the records/reports have to be attached to the claim.*

6.1.6.2 *a detailed and exact description of the faults including precise specification of the type(s) of the claim, percentage share supported with proper photos of the claimed goods.*

6.1.6.3 *detailed proof that the delivered goods are identical to the rejected goods.*

6.1.7 *For claims based on weight ~~paragraphs 3 (3.1.6.) and 4 (4.3.)~~ the following apply:*

6.1.7.1 *In line with Clause 3.1.6. of the COFREUROP:*

The seller has the right to deliver 5 % more or less than the agreed weight or quantity. This does not apply to restricted entry goods or goods requiring special import licences.

6.1.7.2 *In line with Clause 4.4.3. of the COFREUROP:*

If no delivery time table has been agreed between the parties, the delivery will be deemed to be required as quickly as reasonably possible.

6.1.8 *These conditions also apply to products delivered on pallettes.*

6.2 Procedure following a claim pertaining to sales transactions on fruits, vegetables and any other goods

- 6.2.1** *If a claim is made about a delivery in accordance with 6.1. and the parties are unable to achieve an immediate settlement, the buyer must appoint an expert to make a report. If one of the contractual parties requests it, samples of the goods may be taken by a specialised laboratory. The results of the analyses and the expert's report should be sent to all the parties and the laboratory should hold a special set of samples for further analysis by a party, if required.*
- 6.2.2** *The expert's report must comply with the following guidelines:*
- 6.2.3.1** *The form No. 3 annexed hereto must be used and should be fully completed. (see Annex 3)*
- 6.2.3.2** *The seller or his agent must be informed promptly of the time and place of the examination of the goods and, if applicable, of the taking of any samples. Both parties are allowed to be present during any such examination or sample taking. Parties to the dispute are not allowed to influence the expert in any way.*
- 6.2.3.3** *Obviously if there is an earlier report mentioned on the invoice or waybill one or both parties may submit this report to the appointed expert. The fact that an earlier report has been submitted must be stated by the expert in his report. If the expert differs in his conclusions from the earlier report he must justify his conclusions by appropriate reasons and proofs.*
- 6.2.3.4** *The expert must not sell or buy the goods that are the subject of the dispute.*
- 6.2.3.5** *The expert should, inter alia, report on whether the goods could be salvaged by re-selection.*
- 6.2.3.6** *The seller will bear the report costs, if the claim is found to be justified. If the claim is not justified, the buyer will pay the costs.*
- 6.2.3** *If the claim is justified, the buyer has the right to a price reduction or to refuse acceptance of delivery or to compensation (including obtaining substitutes, from another supplier, if necessary).*
- 6.2.3.1** *A reduction in price is only possible if the rates resulting from annex 1, column 1, are exceeded. In this case, the minimum amount/reduced value results from the difference between the value of the contractual goods and of the actual value of the delivered goods, irrespective of the market situation/conditions.*
- 6.2.3.2** *A right to reject the goods is only possible if the rates resulting from annex 1 are exceeded. If the buyer makes use of his right of rejection, he is obliged to inform the seller correspondingly by telephone or any other customary method in trade within the period set for the claim. In addition, the buyer may request the seller to make other arrangements. The buyer/consignee of the goods is obliged to protect the goods at his expense until new directives. This period for goods of category I is up to 8.00 a.m. of the day following the delivery. For goods of category II, the set period is up to 12.00 a.m. on the second day after the delivery. If during this grace period the seller does not dispose of the goods elsewhere, the buyer has both the right and the obligation to use his best efforts to market the goods in the most appropriate manner. The results of any such marketing by the buyer will be awarded to the successful party in the claim. If the goods are very perishable, the buyer must attempt to market the goods immediately, if necessary, after informing the seller. A comment of the expert that the goods are very perishable ought to be included in the expert's report. Any correspondence exchanged between the buyer and the seller must be confirmed in writing.*
- 6.2.3.3** *The buyer's claim for compensation by way of damages is subject to the general statutory law and the following conditions:*
- 6.2.3.4** *Without prejudice to the full compensation, the seller must be given the option of providing a substitute delivery if this does not inconvenience the buyer. If the seller cannot or will not provide substitute delivery; or if the buyer would sustain substantial losses from such a delivery, the buyer may obtain goods from another supplier. If he does so, the buyer must have regard to the interests not only of himself but also those of the seller. The compensation payable will be the buyer's loss of profit, i.e. the difference between the contractual price and the price the buyer would have achieved if he had been able to sell the goods on the market. To this must be added any other damages incurred; but an allowance must be made for costs that may have been spared by non-delivery.*
- 6.2.4** *Controls or examinations made under EU market regulations will not replace an expert's report unless both parties agree to such a replacement.*
- 6.2.5** *In the case of an official import ban or the impossibility of appointing a recognised expert the parties may agree to abandon the contract. However, if this is not done within three days, the contract will be regarded as continuing.*
- 6.3** *Unless otherwise agreed to by MARWEGEN in writing, for the above Clause 6.2, any goods other than fruit and vegetables (fresh, frozen or for industrial use) shall be treated as if falling within Group 2 of Annex 1.*
- 6.4** *Buyer must accept that no claim concerning bananas may be closed after the ripening unless a surveyor acceptable to MARWEGEN attests hidden defect.*

- 6.5 For salvage sales transactions the above Clause 6.2 and 6.3 are not applicable, unless certain provisions are expressly agreed to by MARWEGEN in writing. For the avoidance of doubt, the reference to salvage sales shall always be expressly included in each purchase order or contact on such transaction.
- 6.6 MARWEGEN is entitled to provide the buyers with standardised claim forms to be used to submit eventual claims in a more efficient and transparent way.
- 7. Representation and communication**
- 7.1 Only Mr. Sascha Marwegen and Mr. Oliver Marwegen, as chief executive officers, are entitled to undertake any legally binding commitments on behalf of MARWEGEN. Legally binding commitments are made by MARWEGEN only in writing, duly signed and stamped by one of the aforementioned chief executive officers.
- 7.2 MARWEGEN's employees or contracted agents preparing and negotiating sales transactions or intermediary services for MARWEGEN are not entitled to
- (i) conclude or amend any purchase order or contract,
 - (ii) enter into any legally binding commitment in the name, or on behalf, of MARWEGEN,
 - (iii) accept money from any of the buyers principals,
 - (iv) independently determine any of the payment or delivery terms or
 - (v) waive any rights or claims of MARWEGEN
- pertaining to any transactions or intermediary services of MARWEGEN.
- 7.3 Where this GTC mentions written form with regard to any approval, consent or agreement, such approval, consent or agreement is only valid and imposes any obligation on MARWEGEN if it was stamped and signed by any of MARWEGEN's authorized representatives in line with Clause 7.1 of this GTC.
- 7.4 All agreements reached between MARWEGEN and the buyer or principal are to be recorded in writing and any purchase order or contract is only valid if duly signed by one of the authorized representatives of MARWEGEN and the authorized representative (or in case of joint representation, the authorized representatives) of the other contracting party.
- 7.5 For sales transactions, by signing any purchase order or contract and forwarding it to MARWEGEN, the buyer irrevocably orders the goods under the agreed conditions as stipulated in such purchase order or contract. Any purchase order or contract first signed by the authorized representatives of MARWEGEN and forwarded for signing to the buyer is to be regarded as valid only after being signed and returned by the buyer to MARWEGEN.
- 7.6 Duly signed contracts, purchase orders or other signed documents are to be forwarded via e-mail (in scanned form), by post or by courier. MARWEGEN is entitled to request the buyer or principal to send any signed documents also, or exclusively, in original copy via post or courier. In case of forwarding any signed document via e-mail to MARWEGEN, such document shall be deemed received only upon getting a written confirmation of receipt from MARWEGEN.
- 7.7 E-mails with attached contracts, purchase orders or other documents meant to be received by MARWEGEN, or written confirmations on orally made claims in line with Clause 6.1.4-6.1.7 shall be sent to info@marwegen.de. Contracts or purchase orders may contain also additional e-mail addresses that shall also be used for communication.
- 7.8 SMS, Skype and Viber are non-excluded means of communication but these may serve only the purpose of mere information exchange and no legal consequence shall be attributed to them.
- 8. Applicable law and jurisdiction**
- 8.1 Any issues not regulated explicitly in this GTC are governed by the relevant laws of the Federal Republic of Germany with the exception of the rules on the conflict of laws.
- 8.2 The provisions of the UN Convention on the International Sale of Goods do not apply to the sales transactions conducted and intermediary services provided by MARWEGEN.
- 8.3 The COFREUROP applies to sales transactions conducted by MARWEGEN only as far as its English wording is cited in this GTC with minor and properly marked amendments regarding text and scope. Provisions adopted from the COFREUROP are also applicable to sales transactions with buyers from countries with Common Law legal systems. COFREUROP provisions adopted are taken from the English translation and the French wording shall not have any primacy and it shall not be taken into account for any reason when applying and interpreting the provisions of this GTC.

- 8.4** In case of any disputes, the parties shall endeavour to reach an amicable settlement. Should such amicable settlement not be reached, the respective matter shall be referred to a court in Munich, Germany. In case of conflicts with buyers or principals from abroad or if the buyer or principal has no general legal venue in Germany, the buyer or principal is authorised regarding all demands based on its contract with MARWEGEN to contact the chamber of industry and commerce (IHK Munich and upper Bavaria). The decision of the IHK Munich and upper Bavaria is binding under exclusion of ordinary legal proceedings.
- 9. Miscellaneous**
- 9.1** This GTC was worded only in English language. Should any translations or excerpts be prepared by MARWEGEN or its agents, this English copy prevails.
- 9.2** This GTC is subject to alteration by MARWEGEN. This GTC and any subsequent amendments come automatically and without notice into effect for sales transactions or intermediary services contracted following disclosure of the latest version of this GTC at MARWEGEN's website (www.marwegen.de). Should any purchase order or contract concluded by MARWEGEN mention '**MARWEGEN's GTC for sales**' then the latest version of this GTC being in effect at the time of conclusion of such purchase order or contract is referred to.
- 9.3** Should any provision of this GTC become void or invalid, it does not affect the validity of other provisions and the validity of this GTC itself.
- 9.4** Annexes no 1-3 form inseparable and integral parts of this GTC.

Annexes:

1. Classification of the Products according to loss Rates (annex 1 of COFREUROP)
2. Examples of Classification of the Products according to Degrees of Perishability (annex 2 of COFREUROP)
3. Expert Opinion Form (annex 3 of COFREUROP)

Höhenkirchen, 19th November 2015

Annex 1

Classification of the Products according to loss Rates Rates of

Tolerances for all Distances

	Group I			Group II		
	Normal	Cooling	Redhibition	Normal	Cooling	Redhibition
Rates In %	2	1,5	15 of reduced price	1,5	1	10 of reduced price

Departing therefrom the “Regulations on consumer packaging” of the respective countries that are applicable to consumer packaging.

Explanations:

1. Enclosure No. 2 shows to which groups the respective products belong.
2. The following rule applies to Group I and Group II:

Column 1 and 2

Comprise the percentages of the loss to be tolerated, divided into normal and cooling carriages/wagons/trucks

Column 3

Comprises the percentages of the reduced value to be tolerated before redhibition.

Annex 2

Examples of Classification of the Products according to Degrees of Perishability

I. Very perishable

II. Perishable

Fruits	Vegetables	Fruits	Vegetables
Almonds fresh	Asparagus	Apples	Artichokes
Apricots	Beans, green	Clementines	Beetroot
Bananas	Carrots with leaves	and other easy	Broad Beans
Black currants	Celeriac	peelers	Brussels Sprouts
Blackberries	Celery	Cranberries	Bulbs for planting
Blueberries	Corn	(Vaccinium	Carrots without
Cherries	Early carrots	Oxycoccus)	leaves
Early apples	Early Savoy Cabbage	Dates	Cauliflower
Early pears	Garlic	Dried Figs	Celeriac
Figs, fresh	Herbs and Vegetables	Grapes	Celery
Grapes	Kohlrabi with leaves	(thick skinned)	Chicory
(thin skinned)	Lamb's lettuces	Grapefruits	Cucumber
Medlars	Lettuces	Kaki/Sharon	Fennel
Nectarines	Mushrooms	Kiwis	Garlic
Nuts, fresh	Navets	Lemons	Kohlrabi
Peaches	Parsely	Melons	Onions Paprika
Plums	Peas, green	(European)	Paprika
Quinces	Pickles	Nuts and Nut	Pepper pods
Raspberries	Pointed Cabbage	kernels	(green and red)
Red currants	Radish	Olives	Pumpkins
Strawberries	Rhubarb	Oranges	Red Cabbage
	Spinach	Pears	Salisfy
	Spring Onions	Pineapples	Savoy Cabbage
	Watercress	Pomegranates	Shallots
	White turnips	Satsumas	Swedes
	Young Onions	Sweet Chest-	Tomatoes
	Zucchini	nuts	White Cabbage
		Tangarines	Winter carrots

Period for Complaints: Group

I: 6 hours Group II: 8 hours

Enclosure No. 3 Expert Opinion

Form

Opinion commissioned by..... (Name, profession, address of the requesting person) in
..... by Mr.(Name of the expert)

I. General Information (TO BE GIVEN BY THE COMMISSIONING BODY/PERSON)

1. Description of the goods

- I. Product:
 - Sort:
 - Variety:
- II. Packaging
 - Case (wood-cardboard)
 - Sacks
 - loose
- III. Weight of the freight:
(according to the consignment note or the official weighing upon arrival)

2. Dispatch

- I. Means of transport used
 - Wagon (type and registration number)
 - Lorry (type and registration number)
- II. Name and address of the consignor:
- III. Place, date and dispatch number:
- IV. Place, date and hour when the product was delivered to consignee

3. Reasons for complaint

- I. the goods (quality – variety – size – packaging - short weight - hidden faults etc.)
- II. the transport:
(Delay –damage– short weight etc.)
(Detailed and thorough description of the fault(s) of the goods in question).

Place and Date

Signature of the requesting person