

GENERAL CONDITIONS OF PURCHASE

1. The present conditions apply to all orders of Flagfood AG, unless otherwise agreed in writing. Provisions and in particular general terms of business of the Supplier shall only be applicable if accepted in writing by Flagfood AG. Unqualified acceptance of order acknowledgements or deliveries shall not indicate the recognition of conditions of this kind.

2. Orders and instructions shall only be binding if made or confirmed in writing. Every order acceptance shall be acknowledged in writing immediately by the Supplier. A request for sale shall only be accepted in the form acknowledged in writing by Flagfood AG.

3. In the event of specific delivery dates not being met, Flagfood AG shall also be authorised either to request subsequent delivery and compensation for damages owing to late delivery, or compensation owing to non-fulfilment, or to withdraw from the agreement without setting a further date and reminder. If a penalty was agreed for late delivery, this shall also be effective if the delayed delivery was accepted without reservation.

4. Place of performance for all obligations of the Supplier shall be the place of receipt designated in each case in the order from Flagfood AG. Place of performance for payment shall be the headquarters of Flagfood AG, i.e. Zug/Switzerland. Unless otherwise agreed the Supplier shall undertake to make freight delivery prepaid. The costs for transport packing, insurance, documents, export, transit, import and other permits and notifications, in addition to all other subsidiary costs, shall be borne by the Supplier. The Supplier must observe the packing and forwarding instructions of Flagfood AG, but shall assume full responsibility for proper and suitable packing. The risk of accidental loss and accidental deterioration of the article supplied shall be borne by the Supplier in all cases until acceptance of the consignment at the place of receipt, irrespective of whether the consignment was agreed freight prepaid or not.

5. The Supplier shall undertake in addition to guarantee to ensure that the article supplied corresponds in quality and performance with the specifications made in the order and with all legal regulations. Delivered articles which as foodstuffs or consumer goods are subject to the foodstuffs laws or are clearly intended for this purpose, possibly to be used as such only following further processing, must comply with the valid legal provisions concerning foodstuffs and all other relevant national and international regulations. All features and characteristics listed above in this paragraph shall be guaranteed as warranted characteristics. In the event of non-compliance Flagfood AG shall also be entitled to withdraw or to claim compensation without prejudice to the remaining deficiency rights. If no longer terms are specified by law or other regulations, a period of limitation of two years from acceptance of the consignment shall apply to work and claims under guarantee.

Flagfood AG shall inspect the consignment as soon as possible, but without observing a specific term, and shall immediately inform the Supplier of deficiencies found or the absence of warranted characteristics. In other respects the Supplier shall also be liable for consequential damage arising out of deficiencies and shall indemnify Flagfood AG against all claims for damages made against Flagfood AG by commercial or private customers, which can be attributed to errors or defects or any other status of the article supplied contrary to the agreement and/or violation of the obligations of the Supplier to observe due care, control or supervision. Flagfood AG can also enforce deficiency rights with respect to the Supplier for deficiencies incurred by damage during transport. Appropriate evidence must be submitted if the Supplier asserts that the deficiency only occurred following transport or after acceptance of the article delivered.

6. The original invoice must be sent to us in duplicate and separate from the goods consignment. Unless otherwise explicitly agreed, terms of payment shall begin at the earliest from the date of complete delivery of the goods or with full completion of the order, if invoiced after this date from receipt of the original invoice. Invoices shall be paid net within 30 days following the dates mentioned. Payments shall be made unless otherwise agreed in writing by normal means of payment or currency according to our choice.

7. In the event of force majeure (e.g. natural disasters, hostilities, blockade, fire, harvest damage, riots, strikes, operational interruptions of the Supplier or its sub-suppliers) Flagfood AG can withdraw from the agreement owing to services not yet provided by the Supplier and its counter-service or request performance at a later date without any claim thereby arising for the Supplier against Flagfood AG.

8. The overall legal status of the parties, including that concerning validity of the agreements, shall be governed primarily according to the individual written agreements and secondly according to the provisions of these General Conditions of Purchase. The relevant conditions of the Swiss Code of Obligations shall also have subsidiary validity. The provisions of the «Vienna United Nations Convention on Contracts for the International Sale of Goods» shall be explicitly excluded and therefore not be applicable.