

General Terms and Conditions of companies Multitrade Commerz GmbH / Multitrade Food & More GmbH

These are the conditions we like to do business with our partners:

1. validity, future validity, conflicting terms and conditions, written form

Our deliveries, services and offers are made exclusively on the basis of the following terms and conditions. They also apply in the respective version to future contracts, even if they have not been agreed again. Conflicting, deviating or supplementary conditions, even if they have been notified by the partners do not bind us. Deviating terms and conditions of the partner are expressly contradicted. Our silence to such terms and conditions is not considered approval. If our terms and conditions have not been communicated to the partner in good time, they will still apply if the partner has been informed about these conditions or knew or was able to know them on the occasion of an earlier business relationship with the buyer, e.g. by reference to retrieval options on the Internet.

Deviations from these Terms and Conditions shall be in writing, provided that the statement is not submitted by authorized representatives.

2. Choice of law, jurisdiction

The law of the Federal Republic of Germany applies with the exception of the United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 (UN Sales Convention). As far as the exclusion of the UN sales law is not possible or can not be effectively agreed that the law of the Federal Republic of Germany, the CISG applies to the exclusion of foreign law. Jurisdiction and place of performance is Chemnitz. The above mentioned applies if the partner is a merchant, a legal entity under public law or a special fund under public law. Jurisdiction is Chemnitz, if the partner is indeed a consumer, but has no general jurisdiction in Germany or transfers his residence to the contract abroad or the residence of the partner can not be determined at the time of referral. However, in all cases, we are also entitled to file suit at the place of residence or place of residence of the partner.

3. Appointments, delays, liability for delays, resignation, freedom of performance

Our dates are not binding, unless they are agreed in writing as binding. For performance disturbances due to force majeure or other unforeseeable unusual events, which not only make our performance slightly difficult or impossible, e.g. with difficulties in procuring materials, fire, breakdowns, strikes, lockouts, lack of transport, official interventions, energy supply difficulties, war, etc., we do not just stand even if binding deadlines and dates.

This also applies if you join our other partners (such as carrier) or suppliers (exceptions see below 5). Such special features extend the delivery or acceptance period to an appropriate extent. If the delivery or service becomes impossible or unreasonable as a result of these circumstances, we shall be released from the performance or acceptance. Unless the delay in delivery lasts longer than 2 months, the partner is entitled to withdraw from the contract if he has not been met and the partial fulfillment for him is objectively worthless. This also applies if it is unreasonable for the partner to wait this time. As far as the acceptance or delivery time is extended or we are released from the acceptance or delivery obligation, the partner may not derive any claims for damages. However, in order to invoke this clause, we have to inform our partner immediately.

4. Limitation of Liability, Complaints, Warranty, Complaint

You as well as we have to report any defects immediately in writing (fax, letter). Therefore, both are committed to investigate contractual items for defects as early as possible. Hidden defects that can not be detected immediately even after careful examination must be reported immediately upon discovery.

Customary deviations in case of failure of the goods such as color, tinting, sorting etc. can not be considered as defects. For property damage caused by improper storage or in transit, we assume no liability. We reserve the right to substitute.

Our drivers or carriers, freight forwarders and their employees do not check the goods, but they drive only. These persons do not check whether the goods to be picked up are contractual and they are neither authorized nor obliged to do so.

For used items, the liability for defects is excluded. For consumers, this warranty period is limited to one year. If there is a defect for which we are responsible, we shall be entitled, at our discretion, to rectify the defect or to replace goods.

Our liability is otherwise governed by the general statutory provisions. It is excluded in any case, unless there is a substantial breach of duty which was committed intentionally or grossly negligently yet.

The payment of the purchase price does not affect our right to raise complaints. From the payment can not be deduced that no defects are present.

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5. Exceptions to the Limitation of Liability

If we conceal a defect intentionally or have assumed a guarantee of quality, also in case of gross negligence and intent. The limitations of liability also do not apply insofar as damage to life, limb or health has arisen or to the extent that existing liability insurance coverage. In this case, we assign our claim against the relevant insurance to the extent to the consumer, as we are permitted. We shall also be liable for damages typical to the contract arising as a result of an infringement of an essential contractual obligation (obligation which allows the proper execution of the contract and which the partner regularly relies on and can rely on) only slight negligence is a burden.

The provisions of the Product Liability Law remain unaffected.

6. Retention of Property

We reserve the ownership of the delivery item until the value of all payments from the contract before. We have the right to take away the object of delivery in case of default and retrieve. In the withdrawal as well as in the garnishment of the reserved goods (apart from consumers) there is no withdrawal from the contract.

If the delivery item is processed or mixed with other items not belonging to us, we acquire co-ownership of the item in proportion of the value of the delivery item to the other processed or mixed items at the time of processing or mixing.

If the matter of the partner is to be regarded as the main thing, then the partner has to transfer proportional co-ownership to us.

As far as the partner wants to sell the item even after processing or mixing, the resale is permitted in the ordinary course of business, but the claim of the partner against the third party from the resale, including all ancillary rights in the amount of the invoice value are hereby assigned to us and we accept this assignment.

We undertake to release the securities we are entitled to the partner's request at our discretion insofar as the realizable value of our securities exceeds the secured claims by more than 20%.

7. Prices, Offsetting

Unless otherwise agreed in writing, our prices are exclusive of packaging, shipping costs and insurance costs.

The partner is only entitled to set-off rights if his counterclaims are legally established, undisputed or acknowledged by us.

8. Transport, Risk, Delivery Costs

We determine the shipper or carrier. Costs of shipping or pickup will be charged to the buyer, unless otherwise agreed. With the hand-over to the carrier or freight forwarder or a seizure, the risk is transferred to the partner. If the delivery is delayed by the partner, we shall be entitled to compensation for the costs resulting from storage from the month following the notification of readiness for shipment, however, at least 0.5% of the invoice amount per month. Further claims arising from default of acceptance remain unaffected. If the shipment is delayed for reasons for which the partner is responsible, the risk shall pass to the day of provision or collection. If transportation is impossible without our fault on the way or to the designated place in the designated time, we are entitled to deliver by another route or to another reasonable place.

9. Ineffective clauses

Unless one of these provisions should be fully or partially invalid or unenforceable, this shall not affect the remaining provisions.

10. Datas

The Partner agrees that we process and store the data obtained in connection with the business relationship in accordance with the Federal Data Protection Act for the fulfillment of our own business purposes, insofar as this is done in the context of the fulfillment of the contract or in order to safeguard legitimate interests and there is no reason to assume that the legitimate interest of the partner in excluding the processing of these data outweighs.