

1. **Validity:** The general terms of business are valid for the delivery of goods and services which the contracting partner ordered by e-mail, phone or fax from GROSSHANDEL MEYERS-WIESEN. The contracting partner accepts the general terms of business and terms of delivery of GROSSHANDEL MEYERS-WIESEN by his order.
2. **Conclusion of contract:** The contract for the supply of the contracting partner comes into effect upon written confirmation about the entrance of the order by e-mail, post or fax and the written confirmation of order of GROSSHANDEL MEYERS-WIESEN. Additional agreements as well as changes and supplements of the contract need the written confirmation.
3. **Order:** The contracting partner orders the goods desired by e-mail, phone or fax. For the delivery service the contracting partner pays the carriage given on the order form. Depending on the goods the offer sheet defines ex works prices or "free domicile" prices.
4. **Delivery:** Delivery will be made to the delivery address supplied. If the delivery cannot occur for reasons like "force majeure" and reasons which are not to be represented by GROSSHANDEL MEYERS-WIESEN in the given delivery time space, GROSSHANDEL MEYERS-WIESEN will try to inform the contracting partner and agree on a new date of delivery. The contract conclusion remains unaffected.
5. **Default of acceptance:** In case of default of acceptance by the contracting partner GROSSHANDEL MEYERS-WIESEN can require – without prejudice to its rights of the delay of the contracting partner – an extension of delivery terms or a suitable postponement of delivery deadlines by the period of time in which the contracting partner did not meet his obligations towards GROSSHANDEL MEYERS-WIESEN.
6. **Completeness of the delivery and fault rebuke:** GROSSHANDEL MEYERS-WIESEN assumes no liability for the completeness of the delivery. If one article ordered by the contracting partner in spite of agreed stocks cannot be delivered all or part, GROSSHANDEL MEYERS-WIESEN will try to inform the contracting partner about this. The validity of the remaining order positions remains unaffected. The contracting partner has to examine the fresh products immediately after delivery. If the delivered fresh products show defects, these are **to register immediately, hidden defects within 3 days in writing. A term of 7 days is valid for canned food products as well as for hidden defects.** Obviously recognizable defects can be asserted only immediately after delivery. Apart from that the legal provisions do apply.
7. **Payment:** The payment shall be made against invoice within 7 days. Unless otherwise agreed by contract. The commodity remains until the complete payment property of GROSSHANDEL MEYERS-WIESEN.
8. **Liability:** Any possible liability of GROSSHANDEL MEYERS-WIESEN from the order process of the contracting partner is limited to the order value, if there is no intent and no gross negligence. With the delivery of the product – in case of a damage of the product - the risk is transferred to the contracting partner from the front door or loading ramp.
9. **Data protection:** The personal data of the contracting partner which are necessary for the order handling, are stored on data carriers. The contracting partner declares herewith his consent. GROSSHANDEL MEYERS-WIESEN is bound to treat all person-related data confidentially.

10. Jurisdiction and place of fulfilment is the company head office in Germany. Any legal relationships between GROSSHANDEL MEYERS-WIESEN and the contracting partner are subject to German law.

11. Severability clause: Should individual terms of this agreement all or part of be ineffective or lose their effectiveness due to later circumstances, become ineffective, impracticable or become ineffective as a result of changes in legislation after conclusion of the contract, the legal effectiveness of the contract remains unaffected.