

GENERAL TERMS AND CONDITIONS (GTC) of CB Nutrition GmbH

I. Area of Validity

- 1.1) CB Nutrition GmbH provides its services exclusively on the basis of these general terms and conditions (GTC). These also apply to all future business relations, even if no express reference is made to them.
- 1.2) Contracts have to be concluded in writing to be valid.
- 1.3) Subsidiary agreements, reservations, amendments or supplements to these GTC must also be concluded in writing. This also applies to any deviation from the written form requirement.
- 1.4) CB Nutrition GmbH does not recognise any terms and conditions of the buyer that conflict with or deviate from these GTC or the terms and conditions of delivery or payment, unless CB Nutrition GmbH has expressly agreed to them in writing. The offers of CB Nutrition GmbH are subject to change unless expressly agreed otherwise.
- 1.5) For contracts subject to the Consumer Protection Act, the mandatory provisions of this act take precedence over the provisions of the GTC.
- 1.6) Should individual provisions of these GTC be invalid, this does not affect the validity of the remaining provisions and the contracts concluded on the basis thereof. The invalid provision is to be replaced by a valid provision that comes closest to its meaning and purpose.

II. Offers

- 2.1) The agreed prices are ex works and are subject to the statutory value-added tax applicable on the day of delivery.

- 2.2) The weights, number of items and quantities determined by CB Nutrition GmbH are decisive for the calculation if the buyer does not object immediately or within 14 (fourteen) days of receipt at the latest.

III. Consistency / Quality

- 3.1) The quality of the goods as well as their intended use or purpose are determined by the agreed properties. Any additional properties are only deemed to be warranted if they have been expressly guaranteed in writing.
- 3.2) Application, use and processing as well as the operation of the delivered goods are the sole responsibility of the buyer. Any consultation given by CB Nutrition GmbH in this regard, in whatever manner, is only deemed to be non-binding advice and does not release the buyer from his own examination of the delivered goods for their suitability for the intended use and purposes. CB Nutrition GmbH assumes no liability for the accuracy, completeness and up-to-dateness of the content and information provided.

IV. Risk

- 4.1) The risk of destruction, loss, damage or deterioration of the goods passes to the buyer upon dispatch to the haulier/carrier/forwarder or, in case of pick-up by the customer, upon provision. The shipment is therefore always at the expense and risk of the buyer. Customary short or excess deliveries of the goods are deemed as fulfilment of the contract. CB Nutrition GmbH is entitled to make partial deliveries within reason. CB Nutrition GmbH reserves the right to choose the shipping route and method. Additional costs caused by special shipping requests of the buyer are borne by the buyer.
- 4.2) Any increases in freight costs, taxes and other public charges occurring after conclusion of the contract are in any case borne by the buyer.

V. Payment Terms

- 5.1) Unless otherwise agreed in writing, the invoice amount is to be paid immediately without deduction. Timely payment is only deemed to have been made if CB

Nutrition GmbH can dispose of the money with value date on the due date in the account specified by it.

- 5.2) In case of default of payment, default interest of 8% p.a. above the respective base interest rate is to be paid. Both CB Nutrition GmbH and the buyer are at liberty to provide evidence of higher or lower damages caused by default.
- 5.3) In case of acceptance or exchange of a cheque by CB Nutrition GmbH, this only takes place on account of payment or subject to discounting options against immediate reimbursement of all expenses. CB Nutrition GmbH is not obliged to present bills of exchange or cheques in good time. Discount and bill of exchange charges are in any case borne by the buyer.
- 5.4) Offset or retention of payments due to alleged counterclaims – also from the title of warranty – are excluded.

Non-payment of due invoices or other circumstances which indicate a significant deterioration of the buyer's financial circumstances after conclusion of the contract entitle CB Nutrition GmbH to demand immediate payment of all claims based on the same legal relationship.

- 5.5) If the buyer is in default with a due claim or, in case of agreed partial payment, with an instalment, CB Nutrition GmbH is entitled to shorten granted payment terms and to declare all claims due.
- 5.6) Payments are only deemed to have been effected when the entire amount is finally available in the account of CB Nutrition GmbH.
- 5.7) CB Nutrition GmbH is entitled to use payments to settle the oldest debt plus the default interest and costs accrued thereon, even if the buyer has made an opposing allocation.
- 5.8) If payment in foreign currency has been expressly agreed, any devaluation of the foreign currency against the euro in the period between conclusion of the contract and invoicing is borne by the buyer.

- 5.9) CB Nutrition GmbH expressly reserves the right to claim further damages for delay or non-fulfilment. In case of default, the buyer is obliged to reimburse CB Nutrition GmbH for all costs and claims resulting from the assertion of this claim.

VI. Reservation of ownership

- 6.1) Ownership of the delivered goods does not pass to the buyer until the purchase price has been paid in full and all liabilities have been settled. Until the fulfilment of all claims arising from the current business relationship with the buyer, the delivered goods remain the property of CB Nutrition GmbH (retention of title).
- 6.2) The buyer is entitled to dispose of the goods subject to retention of title in the ordinary course of business as long as he is not in default. Pledges or transfers by way of security are not permitted.
- 6.3) If the property of CB Nutrition GmbH is threatened by a third party, the buyer is obliged to inform CB Nutrition GmbH immediately. The third party is to be informed of CB Nutrition GmbH's ownership. The retention of title also extends to the products resulting from processing. Should a bailiff want to seize the delivered goods, CB Nutrition GmbH's ownership is to be asserted to him, with indication of its address. If the goods subject to retention of title are processed, mixed or combined with other goods, CB Nutrition GmbH acquires co-ownership of the resulting products in the ratio of the invoice value of the goods subject to retention of title to the invoice value of the goods owned by third parties or the buyer.
- 6.4) CB Nutrition GmbH is entitled to demand the return of the goods subject to retention of title from the customer without setting a grace period and without withdrawing from the contract if the customer is in default with the fulfilment of his obligation towards CB Nutrition GmbH. Taking back the goods subject to retention of title only constitutes a cancellation of the contract if this is expressly declared by CB Nutrition GmbH.

VII. Warranty and indemnity

- 7.1) In cases of force majeure, in particular due to unusual and unforeseeable events beyond the control of the party claiming force majeure, the consequences of which could not have been avoided despite the exercise of due care, CB Nutrition GmbH is

released from delivery and acceptance for the duration and scope of the disruptions due to force majeure. If the disruption of the delivery and/or acceptance lasts more than 8 (eight) weeks, both parties are entitled to withdraw from the contract.

- 7.2) In case of cancellation, the buyer is not entitled to claim damages against CB Nutrition GmbH. Any compensation for expenses incurred by the buyer is also excluded.
- 7.3) The buyer has to inspect the goods immediately after delivery or receipt.
- 7.4) Notices of defects have to be given in writing within 7 (seven) days of receipt of the goods. Failure to do so invalidates all warranty and compensation claims.
- 7.5) In case of justified notices of defects, CB Nutrition GmbH has the choice to provide a replacement delivery, rectification, supplement or reduction of the purchase price. In any case, the goods must be properly stored by the customer for inspection and handed over to CB Nutrition GmbH upon request at any time. A breach of this obligation is at the buyer's expense and releases CB Nutrition GmbH from all obligations towards the buyer or other third parties.
- 7.6) The warranty period for the delivered goods is 6 (six) months.
- 7.7) Claims for compensation of any kind whatsoever, in particular claims for compensation arising from consequential harms caused by a defect or from a breach of secondary contractual obligations, are excluded in their entirety in case CB Nutrition GmbH or its authorised or attributable persons can only be accused of slight negligence. Any types of claims for compensation are limited in amount to the respective invoice value of the goods affected by the defect. Any protective effects of the contract in favour of third parties are expressly excluded.
- 7.8) The buyer loses any recourse claims arising from the title of product liability if he has not asserted his specific claims within 14 (fourteen) days of notice. If he fails to do so, the buyer loses all claims against CB Nutrition GmbH.
- 7.9) Claims under the Product Liability Act for property damage, consequential damage and financial loss suffered by the buyer, who is an entrepreneur, as a result of a defect in the product, are expressly excluded. CB Nutrition GmbH is not liable for the suitability of the goods for the purpose intended by the buyer, unless this has been expressly agreed in writing. The use of the goods is the sole responsibility of the

buyer. In case of verbal or written advice, CB Nutrition GmbH is only liable for damages caused thereby in case of intentional or grossly negligent conduct.

- 7.10) The presumption of defectiveness within the meaning of § 924 ABGB is excluded to the extent permitted by law.
- 7.11) The buyer has to prove the fault of CB Nutrition GmbH, in particular intentional or grossly negligent fault.
- 7.12) The right of recourse according to § 933b ABGB is expressly excluded.

VIII. Additional Regulations

- 8.1) The buyer is entitled to place the delivered goods on the market only in the intended packaging, with the addition of the statutory or otherwise prescribed labelling, documents, papers and consumer information. In doing so, the buyer has to comply with all applicable regulations.

CB Nutrition GmbH is not obliged to take back sold or delivered goods or to compensate the buyer if he is (was) not entitled to place them on the market due to legal or official regulations. In case of an official order to take back the goods, the buyer is obliged to return them in their original packaging without the addition of other substances or other additives at his own risk and expense. In case of violation, the buyer has to indemnify and hold CB Nutrition GmbH harmless.

- 8.2) The buyer is expressly prohibited from advertising goods and services supplied by CB Nutrition GmbH without its express written consent.
- 8.3) If the purchase or possession of goods is dependent on legal or official permits or licences, the buyer has to provide CB Nutrition GmbH with evidence of such authorisations without delay; at the request of CB Nutrition GmbH, the buyer is also obliged to provide any further evidence required. The buyer has to notify CB Nutrition GmbH of any changes without delay.
- 8.4) In case of violations of these provisions, the buyer is solely responsible and liable for the resulting damage and disadvantage and has to indemnify and hold CB Nutrition GmbH harmless.

IX. Data Privacy

- 9.1) The buyer expressly agrees that personal data provided in the course of the business relationship may be stored and processed by CB Nutrition GmbH with the aid of automated systems. CB Nutrition GmbH is entitled to pass on this data to affiliated companies.
- 9.2) The buyer commits to notify CB Nutrition GmbH immediately of any changes of the delivery address. As long as CB Nutrition GmbH is not notified verifiably of a different delivery address in writing, deliveries/shipments of all kinds are made to the address announced by the buyer with the effect that they are deemed to have been received by the buyer.

X. Final Clauses

- 10.1) CB Nutrition GmbH delivers the goods in condition and packaging customary in trade. The delivery is made in rental or deposit containers, which are labelled as such.
- The costs incurred for the containers or other materials are invoiced separately to the buyer, who is obliged to pay this amount (plus VAT) without delay.
- 10.2) In case of non-acceptance of a delivery, CB Nutrition GmbH is entitled to hand over these materials to an authorised company for disposal or recycling at the buyer's expense. Materials that have become unusable due to delayed acceptance may be disposed of by CB Nutrition GmbH at the buyer's expense.
- 10.3) The place of fulfilment for all liabilities arising from the business relationship is the registered office of CB Nutrition GmbH.
- 10.4) The place of jurisdiction is, at the discretion of CB Nutrition GmbH, its registered office or the general place of jurisdiction of the buyer.
- 10.5) Austrian law applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the dispositive reference norms of the conflict of laws.