



Husarich GmbH

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General Terms and Conditions of Purchase Husarich GmbH

§ 1 Validity of the general terms and conditions

The following terms and conditions alone and the law of Germany, shall apply for the purchase of goods and services by Husarich GmbH as well as for contractual cultivation. The supplier shall acknowledge our Purchase Conditions at the latest when execution of the delivery or other services begins.

§ 2 Concluding a contract

Orders may be placed in writing or by e-mail, and they shall only be legally binding if they are confirmed in writing or by e-mail. The order is to be accepted by the supplier in writing or by e-mail. This shall not apply if our order is based on a binding offer made by the supplier.

§ 3 Nature of the goods

Husarich GmbH product specifications form is an integral part of this agreement. The supplier guarantees to meet these. The supplier confirms as follows:

- Delivery of goods that completely comply with Husarich GmbH product specifications, the German and European regulations governing food and drugs, including their packaging. The supplier is responsible for quality and hygiene controls to guarantee that the agreed specifications are met throughout the whole and entire process (seeding, cultivation, harvest, drying, cleaning, warehousing, transport, etc.) in line with Good Manufacturing Practice.
- The goods do not contain any additives and have not been treated with gas (in particular methyl bromide, nor ethylene oxide), nor ionizing radiation.
- The goods do not contain any other substances which are harmful, nor endanger the health, nor foreign substances that cause nausea.
- The goods are not genetically altered and do not contain any genetically altered substances and compounds.
- The supplier guarantees that it has informed Husarich GmbH in writing on possible allergens (inclusive cross-contamination) or allergenic ingredients in the meaning of Annex III a of Directive 2003/89/EC prior to conclusion of contract and that the product and the delivery documents have been marked accordingly.



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§ 4 Purchase based on sample approval or analysis approval

If a purchase is based on a sample and analytical results, the contract shall only become valid once the analyzed sample is approved by Husarich GmbH. Husarich GmbH has an approval period of five working days to grant or deny a purchase made on the basis of the received specimen, and an approval period of 20 working days for specimen that is to undergo analytical sampling after the sample has been received. Approval time begins the day after the same is received by Husarich GmbH. If, after arrival of the product, it should turn out that the product contains defects which could not be ascertained by means of testing the pre-shipment / pre-delivery sample we reserve the right to report the product as being defective and to claim that it is in breach of contract.

§ 5 Notification duties

The supplier shall notify Husarich GmbH without delay by submitting proof, if it appears that it will not be possible for him to render all or any of his performance as a result of forces beyond their control, bad harvests or reduced yields, or if this is already the case. Should he fail to notify Husarich GmbH, he shall have to allow himself to be treated as if he were responsible for the impossibility of performance.

§ 6 Passage of title

The supplier guarantees that the product is not encumbered with third-party rights and that it does not infringe upon any rights of third parties, particularly property rights. Husarich GmbH becomes the rightful owner and title owner of the product once it is handover and passes to us (receipt of the product).

§ 7 Contract termination

In case of contracts with partial deliveries/call offs, Husarich GmbH has the right to terminate/withdraw from the overall contract and all other contracts for the same article, if two consecutive deliveries have been claimed for quality or safety reason – as well as to claim for damages regarding the necessary replacement in the market and the compensation for all other damages and disadvantages due to the failure of the contract.

§ 8 Liability

In the event that claims are filed against Husarich GmbH by a customer or customers or third parties based on product liability or other grounds caused by a defective product which we purchased from the supplier and marketed, the supplier shall indemnify us from all such claims and compensate us for any and all damages and losses thereby incurred (intellectually, physically, monetarily, etc.).



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§ 9 Packaging / marking

The supplier shall supply the product in packaging which is suitable for foodstuffs and safe for transportation. Each package shall be individually marked. The minimum requirements for the marking are:

- Husarich batch or lot-number
- Product name
- Net weight
- Country of Origin

§ 10 Confidentiality / Obligation to maintain secrecy

The supplier is obliged to keep all documents and information (verbally or in written format), diagrams and drawings he receives in strict secrecy. This information may only be divulged to third parties with our prior written consent. The obligation to maintain secrecy shall also apply after the end of the contract.

§ 11 Place of fulfilment

The place of fulfilment for all rights and duties created by this contract shall be in the courts having jurisdiction where Husarich GmbH has its principal place of business.

§ 12 Place of jurisdiction

The place of jurisdiction for all disputes arising from this contract shall be the courts where Husarich GmbH has its principal place of business.

§ 13 Applicable law

This agreement shall be subject to the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).