

General delivery and service conditions of the IGV Institut für Getreideverarbeitung GmbH (hereinafter referred to as: IGV) for business with entrepreneurs

1. General provisions, area of application

- a) For all contracts of IGV (in particular delivery and service contracts, testing, research and development and technology transfer contracts) with an entrepreneur (hereinafter referred to as: client) the following business conditions apply exclusively. Contradictory or deviating terms and conditions of purchase or other business conditions of the client shall not apply, unless IGV has expressly agreed to their validity in writing. This also applies if such conditions of the client are not once again contradicted. The following delivery and service conditions also apply exclusively if the delivery/service is performed without reservation in the knowledge of divergent general terms and conditions clauses of the client.
- b) The following delivery and service conditions also apply to all future business with the client.

2. Offers, scope of service

- a) Offers of IGV are not binding. Offers of the client are only considered to be accepted with the express declaration of IGV. The silence of IGV to an offer of the client does not constitute acceptance. Provided an acknowledgement of order is usual, a contract is only formed with an acknowledgement of order by IGV.
- b) Statements of IGV directed towards the conclusion, alteration or termination of contracts must be made in writing without exception.
- c) The written acknowledgement of order by IGV is crucial for the contents of the contract. IGV reserves the right to make technical alterations and model deviations, provided they reflect the latest technical developments and are reasonable for the client.
- d) Changes or requests for additions from the client after the conclusion of the contract only become part of the contents of the contract with the written agreement of IGV. The client shall bear any additional costs.
- e) Samples given to IGV from the client are kept for 2 months and then destroyed or given back to the client. Samples which are not suitable for storage are destroyed or given back 14 days after the creation of the test report.
- f) IGV will carry out the contractually stipulated development, inspection, test, construction or other services in accordance with the principles of professional practice. IGV reserves the right to choose the employees who will perform the services. IGV is authorised to use third parties for the fulfilment of the services which are to be performed.

3. Prices, conditions of payment, date of payment, securities, offsetting

- a) Unless otherwise provided for in contractual agreements, the delivery prices of IGV apply for goods ex warehouse plus statutory value-added tax and plus freight and packing. Costs other than manufacture and handling costs (e.g. travel costs, expenses, costs, charges and fees, costs for experts) shall be invoiced separately.
- b) Unless otherwise agreed, for services which are not compensated with the agreed remuneration (e.g. altered or additional services), the respective hourly rate of IGV

applies, which will be communicated by IGV on request. The lowest billing unit is each commenced quarter of an hour.

- c) Unless otherwise agreed the invoice amount is to be paid immediately. It is to be paid without deduction at the latest within 10 days of receipt of the invoice. After expiry of this deadline the client is in arrears even without receiving a separate reminder. In case of a default of payment of the client IGV is authorised to demand interest on arrears at a statutory rate. The right to prove higher damage caused by default, remains unaffected. The client is entitled to prove lower damage caused by default. However in all cases IGV is entitled to the statutory interest on arrears.
- d) IGV is authorised to request appropriate part payment. Calculated hourly rate services of IGV are deemed to have been accepted by the client, if they have not been objected to in writing within two weeks following presentation.
- e) IGV is not obliged to accept bills of exchange and cheques. However if they are accepted this is done only on account of performance.
- f) IGV is, irrespective of statutory rights, entitled, according to nature and scope, to request the usual securities, even if the claims are conditional or payable at a future date.
- g) The client is only entitled to a right to offset and a right to retention if their counterclaims are legally established or expressly recognised by IGV. The client is only entitled to rights of retention if they are based on the same contractual relationship.

4. Delivery/service

- a) IGV is authorised to involve third parties in the delivery/service. They can perform part deliveries and part services and invoice them separately. Each part delivery or part service results in the partial fulfilment of the contract.
- b) IGV only has to carry out deliveries/services when all technical preliminary questions have been mutually clarified.
- c) Deadline periods and dates for services are in principle only indicative, provided they have not been agreed as binding in individual cases.
- d) As far as the performance of the service of preliminary work or deliveries is dependent on third parties the deadline periods and dates for services are subject to punctual delivery.
- e) In cases of non-observance of the delivery/performance period the client is authorised and obliged to set an appropriate grace period for the delivery in writing. The grace period must be a minimum of 14 days and is to be combined by the client – in so far as it is divergent from Articles 281, 323 of the German Civil Code – with their statement that they would reject the acceptance of the service after the expiration of time. After a fruitless expiry of this grace period the client can withdraw from the contract; the right to fulfilment is then eliminated.
- f) In cases of force majeure both parties can only withdraw after the expiry of a period of a total of 3 months, unless this period is unreasonable for one of the parties for specific reasons.
- g) Damages instead of the service can only be requested by the client under the statutory requirements as part of clause 6 d) and e) and only when setting a grace period they point

out to IGV that in an absence of delivery they will assert claims for damages.

5. Shipping, transfer of risk, default in acceptance

- a) Provided nothing else has been agreed, the delivery of goods by IGV is carried out ex warehouse.
- b) Shipping takes place – provided there is no express instruction of the buyer - in accordance with commercial practise and without the right to the most favourable shipment.
- c) A shipment always takes place at the risk of the client and even when freight-free delivery has been agreed or the shipment is carried out by transportation of IGV. On request and at the cost of the client transport insurance is also to be taken out for the delivery.
- d) If the client falls behind with the acceptance of the service or neglects to carry it out or delays cooperation which they are obliged to provide, IGV can demand the agreed remuneration for the consequently omitted services, without being obliged to carry out subsequent performance. Claims of IGV for compensation for additional expenditure caused by the default in acceptance remain unaffected.

6. Guarantee against defects, damages, liability

- a) Deliveries and services must be checked immediately by the client for their completeness and faultlessness. This also applies to documents and reports which are sent. Complaints are to be sent to IGV immediately in writing. Otherwise the delivery/service is considered approved, unless it concerns a defect which was not visible during the inspection. If this type of defect becomes apparent later the buyer must complain giving details about this immediately following its discovery. Otherwise the delivery/service is also considered approved with regard to such a defect.
- b) In cases of timely and justified complaint IGV is authorised – unless otherwise agreed – at its own discretion to a substitute delivery, repair or the correction of defects.
- c) If IGV is not willing to do this or is not in a position or delays the measure beyond an appropriate deadline set by the client or if it fails, the client is, according to their choice, authorised to withdraw from the contract or demand a reduction. In cases of deficiency of title the deadline for IGV to eliminate the deficiency of title is four weeks.
- d) The liability of IGV for damages for whatever legal argument and also for non-contractual claims (including claims based on tort) is based on statutory provisions, provided the damage is based on intent or gross negligence by IGV, its legal representatives or vicarious agents. The liability for ordinary negligence is excluded, provided there is no culpable breach of an essential contractual obligation. The limitation of liability does not apply to the injury to life, limb or health of a person and in the case of a liability under a guarantee. The compulsory liability based on the provisions of the Product Liability Act also remains unaffected.
- e) Claims for damages of the client are restricted to typical foreseeable damages. For purely pecuniary damages IGV must pay as damages a maximum of the sum of the counter performance which they are entitled to from the contract. The clauses 1 and 2 do not apply to claims which are based on the deliberate or grossly negligent behaviour of IGV, their legal representatives or vicarious agents; they also do not apply to the liability for damages due to injury to life, limb or health of a person and in the cases of a compulsory

liability based on the provisions of the Product Liability Act.

f) Overall the liability of IGV on all legal grounds is restricted to the total contract value, provided no higher insurance cover or higher claims against third parties exist.

7. Reservation of proprietary rights

- a) The client obtains ownership of objects and documents only after complete fulfilment of all financial obligations to IGV, in particular including the respective balance claims which IGV is entitled to as part of the business relationship. This also applies to future and conditional claims.
- b) If IGV withdraws from the contract the client must return the objects and documentation which is under the reservation of proprietary rights immediately. The client shall bear the cost of returning the items.
- c) The client is obliged to treat the property of IGV with care until the transfer of ownership and take out insurance for the replacement value against fire, water and theft.
- d) If a restriction of the proprietary rights of IGV is threatened by third parties, in particularly through seizure, the client must immediately inform IGV in writing and support it in the exercising of rights.
- e) Unless otherwise agreed, the client is authorised to utilise deliveries and services in the normal course of business in accordance with its normal terms of business and provided they are not in arrears, that they reserve the right of ownership and they transfer the claims from the utilisation to IGV through assignment. At the conclusion of the contract they assign all claims to the value of the final invoice (including VAT), which they make from the utilisation, to IGV. The client remains authorised to collect these claims, provided they meet their payment obligations within the agreed time limit and no suspension of payment is to be expected. Otherwise IGV can demand that the client makes them immediately aware of the claims which have been assigned to them and their debtors, provide all information which is necessary for the collection, hand over the relevant documents and inform the debtors (third parties) of the assignment.
- f) The processing or remodelling of delivered objects by the client will always be carried out for IGV as a manufacturer in accordance with Article 950 of the German Civil Code, without obligation to IGV. In cases of processing with foreign objects IGV acquires the joint ownership of the new item in relation to the value of the delivered goods to the other processed objects at the time of processing. For the goods which are created through processing the same applies as for the goods delivered without reservation.
- g) If goods delivered by IGV are inseparably mixed with foreign objects IGV acquires the joint ownership of the new item in relation to the value of the goods to the other mixed objects at the time of mixing. If the mixing takes place in a way that the item of the buyer is seen as the principal object, the client is obliged to transfer proportional joint ownership to IGV.
- h) IGV will release the securities to which they are entitled upon request of the buyer provided that the claims to be secured are more than 10 %. The choice of the securities to be released is determined by IGV.

8. Copyright, patent and other property rights

- a) The client is, as part of care customary in the trade, obliged to ensure that the services which they commission are possible without the violation of copyright, patent or

other industrial rights (hereinafter referred to as "property rights") of third parties. In so far as IGV are or become aware of contradictory property rights, they will inform the client of the existence of such property rights and obtain the decision of the client regarding their use.

b) The client has the responsibility to ensure that the rights of third parties, in particular copyrights, are not violated through their instructions to IGV. The client must exempt IGV in this respect from all claims which third parties assert due to the violation of their rights.

c) In so far as copyright, patent or other property rights have arisen in or from the work results of IGV, IGV has the exclusive entitlement to them, unless otherwise agreed.

d) Unless otherwise agreed, the client may only publish or make public to third parties the work results of IGV with prior written agreement of IGV and only by mentioning the name of IGV. The publishing of excerpts of expert's reports and test reports requires prior written approval.

e) Each contract party registers the inventions they have made in their own names and at their own cost for property rights. The contract parties shall pay the inventor fee for their own inventors themselves. Joint inventions within the contractual performance are registered jointly corresponding to the share of the contract parties in the invention dividing the costs incurred.

f) The client receives, unless otherwise agreed between the contract parties, an exclusive exploitation right to the result of the overall development for the processing, manufacture and sale of such products. If property rights of IGV which are pre-existing or arise during the development work are included in the development result, the client receives, restricted to the use of these rights in the development result as a whole, a basic, non-exclusive licence against payment. The client can only claim the preceding rights after full payment of our underlying services.

9. Statute of limitation

a) Claims for defects from the client come under the statute of limitation in a period of one year from the delivery or acceptance.

b) Claims of the client for damages due to breaches of duty (Article 280 of the German Civil Code), which are not covered by a), come under the statute of limitation in a period of one year from the statutory period of limitation.

c) The limitation regulations in Clause a) and b) do not apply in the cases of the Articles 438 Clause 1 Nr. 1 and Nr. 2, 634a Clause. 1 Nr. 2 of the German Civil Code and the Articles 478, 479 of the German Civil Code and for claims for damages due to injury to life, limb or health of a person. Furthermore they do not apply to cases in which there is intent of gross negligence of the buyer, their legal representatives or vicarious agents.

10. Applicable law, place of jurisdiction, place of performance

a) For these terms of business and the entire legal relations between the parties the law of the Federal Republic of Germany applies. The UN Sales Convention is excluded.

b) Should one of the provisions of these general delivery and service conditions be ineffective, the validity of the remaining provisions shall not be affected. The parties undertake in this case to replace the ineffective provision with a provision which is as close as possible to the economic intention.

c) Provided the client is a merchant, Potsdam is the exclusive place of jurisdiction for all disputes arising from the contractual relationship.

d) The place of performance is, unless otherwise agreed, the headquarters of IGV in Nuthetal, OT Bergholz-Rehbrücke.

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