

I. General

1. These general terms and conditions apply to all orders placed by purchasers via the website or any other channel of Wollenhaupt Vanille GmbH, Gutenbergstr. 33-35, 21465 Reinbek (hereafter referred to as "we" or "us"). The general terms and conditions (GTC) are an integral part of the contracts concluded between the purchaser and us. Deviating terms and conditions of the purchaser shall not be recognized unless we expressly agree to their validity in writing.

2. Purchasers within the meaning of these GTC are exclusively entrepreneurs within the meaning of § 14 BGB (German Civil Code).

3. If a framework agreement exists between us and the purchaser, these GTC shall apply in addition to this framework agreement and to the individual order. In the event of any inconsistencies between the framework agreement, the individual order and these GTC, the individual order and the framework agreement shall prevail in the aforementioned order.

4. We reserve the right to change these GTC as far as this is reasonable for the purchaser. The purchaser will be notified about the changes immediately. The changed conditions will be sent to the purchaser with emphasis of the changes. This notification may also be carried out by email. Should the purchaser not object within two weeks from notification of the changes, these changes shall be deemed approved and shall also apply to existing contracts. The purchaser will be specifically informed of this in the notification of the changes.

5. In the event that one or more of these GTC are or become invalid or unenforceable for reasons, which are not based on the legal regulations for general terms and conditions according to Sec. 305 et seq. German Civil Code, the validity of the remaining provisions shall not be affected thereby. The invalid or unenforceable provision shall - where possible - be replaced by a statutory provision. In no case will the provisions in these GTC be replaced by a provision in any terms and conditions of the purchaser.

II. Conclusion of contract

1. For orders placed via the website, the contract is concluded as follows:

The purchaser may place the products in the online shopping cart without obligation to buy and correct his entries before sending his binding order by using the correction aids provided and explained for this purpose in the order process. By clicking on the order button which concludes the order process, the purchaser places a binding order for the products contained in the shopping cart. The confirmation of the receipt of the order will be sent immediately by an automated email. This confirmation of receipt does not yet constitute a binding acceptance of the offer, unless the confirmation of receipt of the order and the acceptance are declared in the email. A contract is only concluded when we accept the order. We can accept the order by providing the purchaser with

- a written order confirmation or an order confirmation in text form (email), whereby the receipt of the order confirmation by the purchaser is decisive in this respect,
- the delivery of the ordered products, whereby the receipt by the purchaser is decisive in this respect,
- a request for payment after receiving the purchaser's order.

A request for payment is also made when the bank details are communicated to the purchaser or the purchaser is forwarded to a payment service provider. If several of the aforementioned alternatives occur, the contract shall be concluded when the first of the aforementioned alternatives has occurred.

2. For orders placed not via the website but by email, fax or telephone, the contract shall be concluded as follows:

All offers made by us are without obligation. They solely represent an invitation to the purchaser to place an order. By placing an order by email, fax or telephone, the purchaser bindingly declares his purchase offer. A contract is only concluded when we accept the order. The declaration of acceptance can be made by explicit declaration of acceptance or by delivery of the ordered goods. For orders - even if they are accepted by our representatives - and any agreements solely the content of our confirmation is relevant, unless the purchase objects in writing 24 hours after receipt. This applies in particular to verbal or telephone orders and agreements. Unless otherwise confirmed in writing by us, the invoice shall be deemed to be an order confirmation.

3. In case the order is placed via the website, our contracts with the Customer shall be made in the German or English language, in each case depending on whether the Customer makes the relevant purchase on our English language or on our German language website. Therefore, if the order is made on our German website, the German version of these General Terms and Conditions shall be relevant. If the order is made on our English website, the English version of these General Terms and Conditions shall be relevant.

In the case the order is placed not via the Website but by e-mail, fax or telephone, the German language version shall prevail in the event of any discrepancy between the German and English language versions of these General Terms and Conditions."

4. Any amendments or supplements to the contract require our written confirmation by letter, fax or email in order to be effective. This shall also apply to any deviation from contractual written form requirements. Additional oral agreements do not exist.

5. The contract text is stored by us both for orders via the website and for orders via other order channels and is sent to the purchaser by email.

III. Obligation to perform and delivery dates

1. We base our deliveries on the Incoterms in the version valid at the time of conclusion of the contract. Unless otherwise agreed in individual cases or otherwise stated in our catalogue, our deliveries shall be made ex works, even in the case of delivery "carriage paid", free domestic or foreign station.

2. We are entitled, but not obliged, to insure deliveries in the name and for the account of the purchaser.
3. Irrespective of whether the goods are transported by us, by the purchaser or by third parties, the risk shall pass to the purchaser as soon as loading has begun or on as soon as the purchaser fails to comply with the obligation to accept the goods. The first event to occur in each case is decisive.
4. We shall be entitled to store the goods at the risk and expense of the purchaser for the duration of a default of acceptance from the purchaser. We may also use a forwarding agent or a warehouse keeper for this purpose. The storage costs shall be invoiced at a flat rate of 1% of the net invoice value of the stored goods per month, but no more than Euro 25.00. We shall be entitled to actually prove and invoice higher costs. The purchaser is entitled to prove that no or lower storage costs have been incurred.
5. If the purchaser is in default of acceptance, we have the right to exploit the goods ourselves after we have unsuccessfully set the purchaser a reasonable deadline for collection.
6. The purchaser must check and acknowledge the delivery note. Any objections must be notified to us immediately in writing. Otherwise, the acknowledged delivery quantity shall be deemed accepted.
7. The purchaser is obliged to have visible transport damages certified by the carrier immediately upon receipt in order to assert claims for compensation to the transport company. We shall endeavour to assist the purchaser in handling transport damage. Any damage externally not recognizable must be reported after knowledge by telephone and in writing to the carrier. The purchaser is fully responsible for compliance with the deadline and handling of the transport damage. The purchaser is entitled as a consignee to assert claims against the carrier from the contract of carriage in his own name according to Sec. 421 German Commercial Code.
8. We are entitled to make partial deliveries as far as these are reasonable for the purchaser. These partial deliveries must be accepted and paid for. Any quality differences in a partial delivery do not entitle the purchaser to reject the remainder of the completed quantity.
9. Unless delivery dates and periods have been expressly agreed otherwise, delivery dates and periods shall apply ex works and shall not be binding.
10. The purchaser acknowledges that we rely on the deliveries of our suppliers for the delivery of our products. If, despite the conclusion of a congruent hedging transaction with our supplier, we are not supplied properly or are not supplied on time, without us being responsible for the incorrect or untimely self-supply, we may withdraw from the contract with the purchaser in accordance with the provision in Sec. III. 11. Any liability of us for damages shall be excluded pursuant to the provisions of Sec. XI. (Liability). The purchaser shall be notified of any incorrect or untimely self-delivery as soon as we become aware of it.
11. In the event of operational disruptions for which we are not responsible, official measures or force majeure, in particular also strikes or lockouts and/or other circumstances for which we are not responsible - even if they occur at our suppliers - the delivery period shall be extended to a reasonable extent if we are hindered in our delivery. If the delivery or service becomes impossible or unreasonable due to the aforementioned circumstances, we shall be released from our delivery obligation. If the delay in delivery lasts longer than one month, we and the purchaser shall be entitled to withdraw from the contract.
12. In the event of a delay in delivery for which we are responsible, our liability for compensation for damage caused by delay shall be limited to a maximum of 0.5 % per week, however in total no more than a maximum of 5 % of the gross value (including VAT) of the delayed lot. Claims of the purchaser for damages are excluded in these cases within the limits of the liability regulation in Sec. IX (liability).

IV. Prices

1. The prices listed are quoted in EURO, plus packaging, excluding the statutory value added tax. Any shipping costs will be indicated on the website or in the offer.
2. The prices quoted by us in catalogues and price lists outside our online shop are subject to change. Unless otherwise agreed in individual cases, the prices shall be exclusive of the applicable statutory value-added tax and exclusive of any customs duties or taxes incurred abroad.

V. Terms of payment, set – off, right of retention

1. We request payment on the due date stated in our invoice.
2. When ordering via the website, the following applies: The payment options are limited to the payment methods offered on the website.
3. The purchaser shall only be entitled to set off counterclaims or retention to the extent that the counterclaims are undisputed or have been legally established. A further prerequisite for the assertion of rights of retention is that the underlying claims are directly related to this contract from which our claims are based. The provision in this Sec. V. shall also apply to the assertion of claims based on defects.

4. In the event that the purchaser's financial circumstances have deteriorated significantly or are expected to deteriorate in the future due to objective circumstances and we only become aware of this after conclusion of the contract, we may demand advance payments in cash for further deliveries or temporarily refuse deliveries and invoice the goods upon readiness for dispatch.

5. In the event of default on the part of the purchaser, we may, subject to further claims, demand interest on the outstanding amount at a rate of 10 percentage points above the respective base interest rate as well as costs of € 3.00 per reminder. The purchaser is entitled to prove that we have incurred a share of the costs of less than € 3.00 per reminder. If the purchaser is a merchant within the meaning of the German Commercial Code, interest shall be charged on the claim from the due date at a rate of 8 percentage points above the respective base interest rate.

VI. Retention of title

1. The goods delivered by us shall remain our property until full payment of all our claims arising from the business relationship with the purchaser, including future claims arising after delivery.

2. Our retention of title shall also continue to exist if the retained goods are transferred or portioned into other containers without mixing or other processing. If the purchaser processes retained goods, this shall be done free of charge for us as manufacturer, i.e. legally we are the manufacturer of the new goods within the meaning of Sec. 950 BGB (German Civil Code).

3. In the event of processing, combining or mixing the retained goods with other goods or items, we shall acquire pro rata co-ownership of the newly created item.

4. If the purchaser does not fulfil his obligations of the contract in whole or in part, we may demand the immediate return of the delivered goods without this affecting our rights, in particular our entitlement for performance of the contract. The same shall apply in the event of a significant deterioration in the purchaser's financial situation.

5. The purchaser is only entitled to resell the retained goods within the scope of his ordinary course of business. The purchaser already now assigns to us the claims accruing to him from resale, including any current account balance claims. We hereby accept this assignment. The purchaser is only authorized to collect the claims assigned to us until the authorization is revoked by us.

6. We are entitled to revoke the authorization if the purchaser does not properly fulfil his payment obligations arising from the business relationship with us or if circumstances become known to us which are suitable to considerably reduce the creditworthiness of the purchaser.

7. If the realizable value of the securities existing for us exceeds the total claims against the purchaser by more than 10%, we shall be obliged to release securities of our choice at the purchaser's request.

VII. Observance of specifications and information obligations

1. When using the delivered products in any way, the purchaser must comply with our instructions in the contract documents and the product specifications as well as the applicable statutory provisions and official regulations.

2. In any case of processing and/or resale, the purchaser must ensure compliance with the applicable statutory provisions, in particular those relating to health and food law, by comprehensively labels for marking and labelling of the products.

3. If the purchaser breaches the above obligations and we are therefore held liable by third parties for damages, the purchaser undertakes to indemnify us against any of such claims, including reasonable legal costs, provided the purchaser has been informed immediately of such a claim.

3. The purchaser is obliged to inform himself in good time about the requirements for the documents necessary for importing the goods applicable at the place of destination of the delivery. He shall notify us of these requirements in a timely matter. All costs for obtaining the import documents, their certification and/or legalization shall be borne by the purchaser. Similarly, the costs of any necessary interim storage of the goods until receipt of the documents required for the import shall be borne by the purchaser.

5. We shall not be liable for delay in delivery and/or loss of delivery due to missing or delayed import documents for which the purchaser is responsible.

VIII. Rights in case of material defects and defects of title

1. The purchaser is obliged to inspect the delivered goods immediately and properly at his own expense and to notify us in writing of any defects or shortfalls in quantity.

2. An exclusion period of one week from delivery shall apply to the notification of obvious defects or short quantities. Hidden defects must be reported to us immediately after discovery.

3. Origin, leaf grades, volume and other information about the quality of the delivery item serves to specify the products. In this respect, it does not represent any guarantee of any properties, unless this is expressly stated.

4. Any public advertising/product information provided by third parties or by us shall not be the subject of the contractual product specification unless it is referred to in the offer or the contractual documents.

5. In the event of a defect of the delivered product, the purchaser's claims for defects regarding the right of remediation shall be limited to the request for rectification or the request for replacement of the product. We have the right to choose. Any quality defects of a partial delivery shall not entitle the purchaser to reject the remainder of the completed quantity, unless the purchaser can prove that acceptance of only part of the delivery is unreasonable for the purchaser considering the circumstances. Damages caused by external influence, improper handling, faulty operation, normal wear and tear or corrosion are excluded from liability for defects. Warranty claims do not exist in the case of only insignificant deviations from the agreed quality or usability. We are entitled to carry out a reasonable number of attempts to remedy defects or replacement deliveries, but at least three. If the attempts to remedy the defect or the replacement of the products fail or if they do not lead to success within a reasonable period of time, the purchaser shall have the right to either withdraw from the contract regarding the affected delivery or to reduce the purchase price, notwithstanding any claims for damages pursuant to Section IX.

6. Warranty claims of the purchaser shall become statute-barred one year after delivery, unless we are liable due to intent or gross negligence, a guarantee or fraudulent intent, or the liability applies in accordance to the German Product Liability Act, or for damages resulting from injury to life, limb and health, or for damages due to a breach of essential contractual obligations. Further claims, in particular claims for damages, shall only exist in accordance with the provisions of Section IX.

7. If the purchaser has sent the goods to us to carry out repair work or to inspect the defects on the basis of alleged warranty rights and if an inspection reveals that there is no actual defect, the purchaser shall reimburse us for the costs of inspecting the goods, including the shipping and packaging costs incurred.

IX. Liability

1. Liability is excluded for damage to legal interests or goods other than life, limb or health, unless the damage is due to our intentional or grossly negligent conduct, by our legal representatives or by our vicarious agents and the conduct is not a breach of essential contractual obligations for the purpose of the contract. Material contractual obligations are those obligations the fulfilment of which is essential for the proper performance of the contract and on the performance of which the purchaser may regularly rely (so-called "cardinal obligations").

2. If the breach of essential contractual obligations is based on our simple negligence, by our legal representatives or executive employees, or if the breach is based on simple or gross negligence by our other vicarious agents, our liability shall be limited to the amount of damage which was foreseeable by us and typical for the contract at the time of conclusion of the contract.

3. This exclusion of liability shall not apply if claims under the Product Liability Act are affected, if a defect has been fraudulently concealed or a guarantee of quality or durability has been assumed and damage has arisen from the breach of the guarantee.

X. Place of performance, place of jurisdiction, applicable law

1. Place of performance for deliveries and payments is Reinbek near Hamburg.

2. All disputes relating to the quality of the products delivered by us shall be settled by Hamburg Chamber of Commerce Arbitrage or Hamburg Friendly Arbitrage. Both parties are, however, free to take the matter directly to the ordinary courts.

3. If the purchaser is a corporation, limited liability company or commercial partnership or otherwise operates a commercial business ("Kaufmann" within the meaning of Sec. 1 (1) of the German Commercial Code) or is a legal entity or special fund organized under public law, the courts in Reinbek near Hamburg shall have exclusive jurisdiction in respect of all disputes arising out of or in connection with the relevant contract.

4. German law shall apply exclusively under the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

5. If the purchaser has purchased our products and services, we offer to the purchaser information about similar own products and services via the email address sent to us in connection with the purchase (§ 7 III UWG). The purchaser may object to this transmission at any time.

6. We may name the purchaser as a reference customer after conclusion of the contract. We have the right to use the purchaser's name as a reference for advertising purposes. This also applies to advertising on the Internet. Beyond this, press releases require the agreed coordination of the text.

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