

GESA General Terms and Conditions of Delivery

1. Conditions

The provisions contained in our order confirmation or in our contract shall apply exclusively. For any amendments, mere reference to any acknowledgement of the general terms and conditions of purchasing shall not be sufficient under any circumstances. Order confirmations from contracting parties must always be confirmed by GESA Gemüsesaft GmbH in order to be legally binding.

2. Orders, Performance, Delivery dates

Orders shall be binding only if received in writing. Delivery dates must be expressly confirmed by both parties. GESA Gemüsesaft GmbH may not be held liable for any non-delivery or delays in delivery attributable to any events of force majeure, such as natural disasters, fire, strikes, disturbances, transport disruptions or official measures of any kind (including the denial of export permits).

3. Inspection on receipt

In the absence of express written notice to the contrary received within 48 hours of the goods being delivered, the quantity and quality of those goods shall be deemed to have been accepted following the inspection performed on receipt. If microbiological or other specific pre-delivery inspections have been agreed, the goods shall be held in quarantine (typically for a period of 10 days). Under no circumstances may GESA Gemüsesaft GmbH be held liable for the consequences of the goods being forwarded before the quarantine period has expired. Any provisions to the contrary must be expressly approved in writing.

4. Deliveries, Packaging

If the goods are delivered ex works or collected, GESA Gemüsesaft GmbH reserves the right to have the packaging, containers or tankers cleaned at the customer's own expense (or to refuse to fill them altogether) if they do not comply with food regulations or applicable legal provisions (hygiene). If such measures result in delivery delays, partial deliveries or non-delivery, GESA shall not be held liable for this under any circumstances. Containers and packaging shall remain the property of GESA, even if a deposit is payable on their return. GESA is not obliged to take back disposable packaging or to collect or dispose of it after the event.

5. Defects, Warranty period

GESA Gemüsesaft GmbH warrants that the goods supplied by it have been produced and bottled in accordance with the rules of the General Food Law Regulation's Good Manufacturing Practice (GMP). The only characteristics assured at the time of delivery shall be those that have been expressly specified in the order confirmation, in the framework agreement or in any approved specifications. The warranty period shall lapse once the specified shelf life has expired. Any complaints or defects must be notified to us in writing (defect notification) immediately upon being discovered. If there is any evidence of poor-quality goods or incorrect production, the warranty shall be limited to a replacement delivery (free of charge) or an appropriate reduction in price. Any claims for damages relating to consequential loss or damage (either direct or indirect) are expressly excluded.

6. Prices, Billing, Storage costs

If it has been agreed that billing will take place in accordance with product-specific parameters (e.g. °Bx, Vol%), the details specified on the delivery documents shall as a general rule apply. A mere deviation from analysis values alone shall not entitle the customer to any deductions of any nature. If any deviations in quantity or quality are discovered, a third sample must always be analysed by a neutral laboratory.

If deliveries are delayed beyond the dates agreed in the contract, or are made in different quantities to those agreed, or made after the agreed delivery dates, GESA shall invoice the cost of handling, storage and other related costs retroactively.

7. Changes, Withdrawal, Force majeure

In cases of force majeure, bad harvests, harvest-related undersupply or changes to certification procedures, GESA Gemüsesaft GmbH reserves the right to withdraw from the contract (either partially or completely) or to postpone the performance thereof, and shall not be liable for damages in consequence. Contracted or reserved goods, or goods that have already been paid for, may be removed from storage or transferred without consulting the customer. The production and storage location shall be determined exclusively by GESA Gemüsesaft GmbH.

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