



Der knusprige Genuss

# GCS

## GENERAL CONDITIONS OF SALES

of the company FRITZ & FELIX Ltd., with registered address in Italy, 39100 Bolzano (BZ), Via Waltraud Gebert Deeg Nr. 16 (VAT nr. IT01632130215), with its legal representative Mr. Erwin Reichhalter,

### 1. Scope of application

1.1 The following General Conditions of Sales (GCS) of Fritz & Felix Ltd. (hereinafter “Supplier” or “Fritz & Felix”) govern all present and future offers, acceptance of offers and the entire life of the contractual sales relations with the Buyer. The GCS shall bind the Buyer starting from the moment of acceptance of the sales offer by the Buyer.

1.2 General conditions from the Buyer shall only be deemed to be accepted by Fritz & Felix if they are accepted explicitly and in writing.

### 2. Formation of the sales contract

2.1 If not otherwise agreed upon in writing, offers of Fritz & Felix have a validity of not more than three months. The acceptance by the Buyer of an offer (“Acceptance”) or a direct order constitutes an irrevocable commitment on behalf of the Buyer..

### 3. Delivery, terms of delivery, product examination

3.1 Fritz & Felix’s terms of delivery or/and completion dates are non-binding. Exception to this rule is only made, if the Acceptance of Order contains exceptionally the terms „binding terms of delivery“. Also in case of binding terms of delivery, Fritz & Felix does not assume liability for delays if such delays are due to force majeure (e.g. fallout of a production line) or are due to the wrongdoing of third parties involved in the transaction.

3.2 Fritz & Felix shall be permitted to carry out more than one partial deliveries. Delivery is carried out on euro pallets, which are invoiced to the Buyer at market prices, if at the time of delivery, Buyer does not make available one of its own euro pallets in substitution.

3.3 The Buyer shall send Fritz & Felix within not more than five (5) days from delivery, in the form of an email, or registered mail, a written notice of non-conformity in respect of the goods delivered. Such notice of non-conformity must contain the transportation documents and a detailed description of the non-conformity. Also, in case of hidden non-conformity, the Buyer shall notify Fritz & Felix of such non-conformity not later than five (5) days after the Buyer discovered or ought to have discovered it. A notice of non-conformity delivered beyond such term shall waive any right of the Buyer to hold liable Fritz & Felix for such non-conformity.

### 4. Prices and terms of payment

4.1 All prices are to be considered ex-works INCOTERMS 2010, excluding costs for transportation, insurance, freight, customs, and any other fees, whatever in nature.



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4.2 If not expressly stated to the contrary, prices are exclusive of VAT.

Payments are to be effected at the registered address of the Supplier.

4.3 If the offer does not set anything to the contrary, total sales price shall be effected within thirty (30) days, end of month, from issuance of a valid invoice. Claims or objections, whatever in nature, do not entitle the Buyer to suspend or delay payments. The Buyer shall not be entitled to raise objections or file suit against Fritz & Felix, if not all payments have been effected regularly, including those payments in respect of which such claims or objections are raised.

4.4 In case the Buyer should suspend or delay payment to Fritz & Felix, the affected sales transaction shall be rescinded, at the discretion of the Supplier.

4.5 In case of delayed payment an interest rate shall apply at the rate of the current EURIBOR 6 month + 7%, plus all costs connected to the recovery of the unpaid sums.

#### 5. Warranty

5.1 Buyer is hereby informed that all products have a minimum eat-by date.

5.2 If Fritz & Felix receives a valid non-conformity claim from the Buyer according to art. 3.3, Fritz & Felix shall be entitled to decide in its sole discretion whether to substitute or to reduce the price of the defective products. Such decision shall not be interpreted as admission of any wrongdoing by Fritz & Felix. In addition, Fritz & Felix shall have the unchallengeable right to demand an on-site examination, or to demand return of the products back to its premises. At the same time, the products can be returned back to the premises of Fritz & Felix only in case Fritz & Felix gives express authorization in that respect. In case Fritz & Felix opts for the replacement of the product it shall be liable to pay only the costs for transportation to the Buyer premise.

5.3 Any other claims, such as damages, direct and indirect losses, whatsoever in nature, are excluded.

5.4 In absence of a written statement to the contrary, the Buyer is only allowed to sell the products in the country where the Buyer is established (hereinafter „Country of Destination“). As a consequence, Fritz & Felix can under no circumstances be held liable for material and/or personal damages, which materialize outside the Country of Destination. In particular, Buyer is aware that the product liability insurance of Fritz & Felix does not cover the US-, Canadian and Australian market.

#### 6. Applicable law - jurisdiction

6.1 Italian law shall govern these GCS and all aspects of the contractual relation between Fritz & Felix and the Buyer.

6.2 The parties herewith agree that the court of Bolzano shall have exclusive jurisdiction for eventual court proceedings relating to the contractual relationship between Fritz & Felix and the Buyer.