



General terms and conditions of trade

2B FermControl GmbH FERMENTATION TECHNOLOGY & OENOLOGY

1. Application

The following terms and conditions will apply for all deliveries, services and offers to consumers and merchants, if the contract is used within a commerce, legal entities or special funds under public law. These conditions will also apply for all future deliveries even if they haven't been expressly agreed again. Divergences of our terms of trade or deviations of a buyer by reference to his own conditions are invalid. Any divergences of our conditions have to be formally confirmed by 2B FermControl GmbH in writing.

2. Offers and conclusions of contracts

All our offers and information are not-binding and non-binding. Orders and arrangements become obliging for us only by our written confirmation of order or by achievements and deliveries within the scope of these conditions. Verbal additional agreements and assurances need our written confirmation to her effectiveness.

3. Non-disclosure

All Confidential Information delivered by one party to the other pursuant to this Agreement shall be and remain the confidential and proprietary property of the Disclosing Party. If one of the parties is noncompliant to these rules a dispute shall be arbitrated amicably. If there is no way to do this an arbitration tribunal will decide on base of actual laws.

4. Ordering and price regulations

Orders are made by a written mutual agreement and are binding for both parties. With the reception of these General terms and conditions the ordering party has accepted them, if there is no other agreement. An antinomy can be done within 14 days after receipt. The terms and conditions are accepted with the order and binding. The place of jurisdiction is in Germany. For any disputes the German laws of BGB or HGB will apply.

5. Liability

2B FermControl GmbH is not liable for the correct use of the products. Improvements or changes of introductions, receipts or instruction manuals by a client will lock out the responsibility of 2B FermControl GmbH. 2B doesn't guarantee the success of its products. 2B isn't liable for faults or damages due to any causes by resellers. 2B FermControl informs to the best of its knowledge and belief. All recommendations and declarations are based on data we have today and aren't binding and doesn't claim to be complete. All data are not binding.

6. Payment

At least 30 days after the reception of invoice it has to be paid if there isn't another agreement. After this period of time the client will be in default. The interest of delay will be factored lawfully (8 percentage points over base rate), disadvantage can be claimed. 2B FermControl GmbH will not be liable for any further delivery or service until the full payment has been done. In this case 2B has the possibility to accept future orders of deliveries only after prepayment or cash payment. If 2B has founded doubts to the creditworthiness of a client cheques can be honoured immediately. Future business can be done per prepayment. 2B can enforce the property acquired under reserve and resign a contract or claim damages due to non-fulfilment.

7. Data handling

The client agrees to the fact that all data for this business will be saved in our data processing.

8. Place of jurisdiction and applicable law

Place of fulfilment for our achievements and payments is Breisach, the place of jurisdiction is Freiburg im Breisgau.

The right of the Federal Republic of Germany is valid for these conditions and the whole legal relations. Should it be ineffective one or several regulations of these conditions or a regulation within the scope of other arrangements or should it become ineffective, the effectiveness of all other regulations or arrangements is not touched from this.

Carsten Heinemeyer Dipl. Ing. Oen. (FH)
01.02.2008

Amtsgericht Freiburg. i.Br, HRB: 702029 · Geschäftsführer: Dipl. Ing. Oen. Carsten Heinemeyer
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