

General conditions of sale of the INTERDEL Handelsgesellschaft m.b.H.

1. Scope of application:

These business conditions are applicable to all business operations of the INTERDEL Handelsgesellschaft m.b.H. (subsequently called briefly "INTERDEL"), in which the company works as seller of meat products of all kinds to industrialists. The German original version is valid, other versions are merely informative. Adverse or therefrom differing agreements or business conditions in this respect explicitly are not accepted, unless INTERDEL agrees explicitly and in written form. The personnel of INTERDEL explicitly has no authority to agree upon oral exemptions. The fulfillments of contract of INTERDEL are not regarded as agreement to differing terms of contract. The contracting party of INTERDEL concludes the deals within the scope of his company and is subsequently called briefly as "purchaser".

2. Subject:

INTERDEL sells meat products of all kinds to industrialists. Goods, quantity, price, time and place, as well as further determinants of the pick-up or delivery are left to the respective detailed agreement.

3. Price

The agreed price does not include the value-added tax and includes unless otherwise agreed all ancillary services that are connected with the fulfilment of the delivery and the performance.

4. Payment methods:

The invoice must be paid in the absence of other agreements immediately upon receipt. In case of delay INTERDEL is authorized to demand the legally intended default interests for employers' businesses. For any necessary reminders INTERDEL is authorized to charge a flat-rate of reminder fees of € 24,00, attorney's reminders of € 60,00. A default of payment furthermore authorizes INTERDEL to delay and retain any further deliveries until the outstanding requirements are settled.

5. Conditional sale / Passing of risk:

All delivered goods remain in the ownership of INTERDEL until the complete payment of the purchase price in the ownership of INTERDEL, even if they are already partly or wholly further processed. Until the delivery of the goods the agreed goods are at INTERDEL's risk – except at a default in acceptance of the purchaser. In case that the purchaser resells the goods already before the complete

payment, herewith he cedes all claims of this sale to INTERDEL. The purchaser is not authorized to pledge or assign the goods as collateral before transfer of ownership.

6. Default in acceptance:

At a default in acceptance through the purchaser INTERDEL is authorized to stock the goods at the purchaser's expenses (transfer of title with default in acceptance), or to withdraw partly or wholly from the contract after giving an additional time of 14 days. At an imminent deterioration or theft INTERDEL can sell the goods to a third party. The purchaser has to replace the damage that incurred from the culpable default in acceptance.

7. Defects:

The delivered goods must be examined immediately after taking delivery through the purchaser and any possible defects must be indicated immediately in writing.

If INTERDEL does not accept the indicated defects, so the goods must be examined jointly by an independent expert (e.g. SGS). The result of the examination is binding for both contracting parties. If there exist defects, so INTERDEL can exchange or reduce the price at his own free choice. According to the result of the appraisal the losing party has to pay the costs of the appraisal and the incidental other expenses.

8. Disclaimer:

INTERDEL, unless otherwise agreed, is liable only for deliberate or grossly negligent breaches of contract caused by INTERDEL.

9. Choice of law / legal venue:

The contract is subject to Austrian law to the exclusion of IPRG, other referrals and the United Nations Convention on Contracts for the International Sale of Goods. The agreed legal venue for all disputes from or in connection with the contractual relationship is the competent commercial court of Vienna.

10. Severability clause:

In case that parts of the general terms and conditions should be void or invalid, so the validity of the other regulations is not concerned through them. The void or invalid regulation is replaced by such a regulation that allows that the intended purpose is attained as far as possible.