

General Terms and Conditions

Art. 1 - General, Scope of Validity

The deliveries, services, and offers of alphacaps GmbH shall only be performed on the basis of these terms and conditions. These shall also apply to any future business transaction even if this is not expressly stipulated. We shall not acknowledge any conflicting terms or terms deviating from these conditions of sales, payment, and delivery, unless we have granted express written consent thereto.

Art. 2 Tender and Conclusion of Contract

1) The offers of alphacaps GmbH are non-binding and subject to confirmation. Orders shall only be binding for alphacaps GmbH if we confirm these or honor the orders by shipping the requested goods.

Oral agreements shall only be binding upon written confirmation.

2) The sales staff, in particular the sales representatives of alphacaps GmbH, are not authorized to make oral agreements or oral assurances that go beyond the content of the written agreement.

Art. 3 Prices

The list prices applicable on the date of contract conclusion shall apply unless other written agreements were reached. Unless stipulated otherwise, the prices shall be in euros and include packaging but exclude applicable sales tax (VAT). We reserve the right to adjust prices due to an increase in material, production, and transport costs and/or due to any rise in wage costs and increase in public charges.

Art. 4 Deliveries

1) Delivery dates or terms of delivery, which may per agreement be binding or non-binding, must be done in writing.

2) The deliveries shall be performed "ex works" according to our packing conditions, unless expressly stipulated otherwise.

3) Even if binding dates and terms have been stipulated, alphacaps GmbH shall not be responsible for delivery or service delays due to force majeure or due to events that significantly impede or render impossible the delivery by alphacaps GmbH, including in particular strikes, lock-outs, government directives, etc., or also due to the occurrence of said events at alphacaps GmbH's suppliers or sub-suppliers. You shall authorize alphacaps GmbH to postpone the delivery or provision of service for the duration of the obstruction, plus an appropriate start-up period, or are entitled to withdraw from the agreement in whole or in part due to non-fulfillment of part of the agreement.

4) If the obstruction lasts longer than four (4) weeks, the contractual partner is entitled upon establishing an appropriate grace period to withdraw from the agreement with respect to the contractual part that remains unfulfilled. If the delivery time is extended or alphacaps GmbH is freed of its obligation, the contractual partner may not derive any claims for compensation therefrom. alphacaps GmbH may only invoke the aforementioned events if it notifies the contractual partner without delay.

5) Any risk is transferred to the buyer once the ordered goods leave the shipping warehouse or are provided to the buyer. Any damages resulting from transport shall be reported to us without delay. If a shipping company is commissioned to perform shipment, the incurred damages shall be noted on the bill of lading. In cases of carriage by rail, the buyer shall request a certificate from the railway and submit this without delay. The buyer is required in the event of transport damages to observe the applicable conditions of the shipping company and assert claims for damages to this party.

6) alphacaps GmbH is entitled at any time to perform partial delivery or partial services.

7) Over- or undersupply by 10% of the contract quantity is permitted.

8) Compliance with the delivery and service obligations of alphacaps GmbH requires the proper and prompt fulfillment of the obligations of the contractual partner.

Art. 5 Warranty

- 1) Samples and prototypes shall be regarded as average quality; descriptions and illustrations of our products are only binding if agreed to in writing.
- 2) Flaws which can be determined upon proper inspection without further action shall be reported within three (3) days upon receipt of goods. Hidden flaws shall be reported without delay upon detection.
- 3) Rejected goods shall be retained by the buyer until our final decision on rejection or acknowledgement of the warranty obligations and may only be returned with our consent. The buyer shall facilitate our inspection of these goods. Our warranty obligation shall include, at our choice, credit, replacement delivery, modification, abatement, or improvement.
- 4) The cost for any analyses performed on behalf of the contractual partner shall not be covered by alphacaps GmbH. Notwithstanding our product designation, the proper statutory foodstuff designation in the sale of goods is the responsibility of the contractual partner.
- 5) The abovementioned warranty claims shall also include the warranty for the products and exclude other claims of any kind, in particular for compensation for consequential damages. If our liability is excluded or limited, this shall not apply to intentional or gross negligence on our part or on the part of our employees.
- 6) All warranty claims based on hidden flaws shall expire if they are not asserted with one (1) year in writing to alphacaps GmbH.

Art. 6 Retention of Title

- 1) All delivered goods remain the property of alphacaps GmbH until the contractual partner settles all accounts receivable, in particular accounts receivable from outstanding bills and checks and accounts receivable from the applicable balance of the business transaction with alphacaps GmbH.
- 2) Goods delivered under retention of title are handled and processed for alphacaps GmbH as manufacturer as defined by Art. 950 of the German Civil Code (BGB), without any resulting liability for alphacaps GmbH. If the customer processes the goods jointly with other goods belonging to or delivered by another company not affiliated with alphacaps GmbH, alphacaps GmbH is entitled to co-ownership of the new object according to the ratio of the invoice value of the goods supplied under retention of title to the invoice value of the processed goods. The same shall apply to combinations.
- 3) If the reserved ownership lapses through combining, processing, and/or mixing, the customer shall immediately relinquish any rights granted to him to the new asset or product to the sum of the applicable invoice value of the goods supplied under retention of title to alphacaps GmbH. The contractual partner shall retain the new asset or product without charge for alphacaps GmbH. The resulting co-ownership rights shall also apply as reserved ownership for the alphacaps GmbH.
- 4) The contractual partner is entitled to resell the reserved goods in the ordinary course of business as long as it is not in payment arrears to alphacaps GmbH. The contractual partner is obligated to arrange retention of title with its customer. The claim of the contractual partner from the resale is now deemed as ceded to alphacaps GmbH to the sum of the purchase price of the goods under retention of title. alphacaps GmbH shall accept this assignment as of the present day. The retention of title shall expire in the event of resale or upon full payment of the purchase price to alphacaps GmbH. If the contractual partner reaches or has reached a current account arrangement with its customer that does not result in the claim from the resale being directly transferred to alphacaps GmbH, the claim resulting from the current account relationship asserted against the customer of the contractual partner is now deemed as ceded to alphacaps GmbH. alphacaps GmbH shall hereby accept this assignment. All claims of the contractual partner resulting from the resale of the reserved goods ceded to alphacaps GmbH as a result of these terms shall serve as collateral for the claims to a sum equal to the value of the reserved goods.
- 5) The contractual partner is nevertheless entitled to collect receivables from the resale. Collection authorization granted to the contractual partner by alphacaps GmbH remains unaffected by the collection authorization of the contractual partner. alphacaps GmbH shall not personally collect the debts as long as the contractual partner properly discharges all its payment obligations. Upon the request of alphacaps GmbH, the contractual partner shall notify the debtor of the ceded claim and of the assignment. The contractual partner shall inform alphacaps GmbH without delay if the reserved assets are subject to seizure by way of execution.
- 6) If the contractual partner acquires claims against the insurer or other third parties as a result of damage, abatement, loss or other destruction of the reserved goods, these claims with all ancillary rights shall now be transferred to the value of the reserved rights at the date of delivery to alphacaps GmbH, who hereby accepts the assignment.

7) The retention of title is thus conditional upon the fact that it expires without qualification upon the full payment of all accounts receivable from the business transaction. At this point in time, the ownership of the reserved goods is transferred to the contractual partner and it is entitled to the assigned accounts receivable.

8) If the value of the collateral exceeds our claims by more than 20%, we shall insofar release the securities at our own discretion upon request of the contractual partner.

Art. 7 Terms of Payment

1) The invoice sums are due within the terms of payment indicated on the invoice, in the currency of account, or the equivalent amount in euros at the official exchange rate without discount. Any objections to the invoice shall be made without delay in writing; the invoice is deemed accepted no later than ten (10) days after the invoice date.

2) A right to refuse performance on the part of the contractual partner is excluded in business transactions with business persons. An offset by the contractual partner is only permitted if his counterclaim is acknowledged in writing by alphacaps GmbH or is upheld by a court of law.

3) If the invoice is not paid, alphacaps GmbH is entitled to demand interest to the amount of the debit interest it is required to pay to its bank, however no lower than the current rate in place.

4) alphacaps GmbH is entitled, notwithstanding any deviating terms of the contractual partner, to charge the payment to its previous debt. In this case, alphacaps GmbH shall notify the contractual partner without delay on the type and sum of the allocation.

5) A payment is only considered completed once alphacaps GmbH has access to the amount; checks and bills of exchange are only accepted as conditional payment.

6) If the contractual partner is in arrears on its payment obligation to alphacaps GmbH by more than seven (7) days, all existing claims are due immediately.

Art. 8 Assignment of Claims

Any existing claims against us may only be assigned with the express written consent of alphacaps GmbH.

Art. 9 Place of Fulfillment/Place of Jurisdiction

Unless otherwise indicated in the order confirmation, the place of business of alphacaps GmbH shall be the place of fulfillment. The place of jurisdiction is the location of our company headquarters.

Art. 10 Final Provisions

1) The execution of the agreement and its legal validation is subject to German law, irrespective of whether the contract was signed in Germany or in a foreign country. In any event, German law shall apply to the exclusion of foreign law or the law of the European Union.

2) In the event of the export of company goods by the contractual partner to areas outside the Federal Republic of Germany, alphacaps GmbH shall assume no liability in cases where third-party rights are breached by the products of alphacaps GmbH. The contractual partner is obligated to pay compensation for these claims that result from the export of goods from alphacaps GmbH, which alphacaps GmbH did not deliver expressly for the purpose of export.