



1. All eggs delivered on kg basis are weighed at the customer. In the case of disputes arising from differences, the customer's weight shall be used for invoicing.
2. Unless otherwise agreed, the invoice to be sent to us always goes to Egg Center Germany GmbH, Schwalbenstrasse 1, D-49459 Lembruch, or rather to Global Ovo Trade GmbH, as you can see clearly on the order confirmations. The terms and conditions set out in the purchase/confirmation confirmations and items are binding if the contractor/client has not made a written objection within 24 hours.
3. All offers submitted by or in connection with Egg Center Germany GmbH / Global Ovo Trade GmbH are non-binding. An agreement shall not be concluded on the basis of a simple acceptance by the contractual partner, but only after Egg Center Germany GmbH / Global Ovo Trade GmbH has confirmed this to you in writing or has executed the agreement or has begun its implementation.
4. Since our written orders are always based on an industry-specific telephone arrangement, the order is only a written confirmation of the previously confirmed telephone confirmation. The receipt of the order is acknowledged with the fax confirmation and therefore does not need to be confirmed. Should legal disputes arise, German law will in principle apply.
5. Unless otherwise agreed, we shall work according to the latest version of Incoterms. That means:

-**FCA** in the **sales confirmation** (order from the customer) assumes your full meaning from the respectively valid Incoterms

-**FCA** in the **confirmation of purchase** (order to supplier) means that the seller of the goods assumes full responsibility for the correct loading of the goods on the vehicle provided by the purchaser and has to prevent them from slipping and falling. The property shall be transferred to the buyer only after the consignment note has been signed by a recipient of the goods commissioned by Egg Center Germany at the destination after the goods have been unloaded. Until then, all risks of transportation and unloading will be borne by the seller. The driver of the freight forwarder employed by ECG shall only record for the duly accepted quantity, not for whether the goods are well or badly loaded. When loading in tankers, the relevant cleaning certificate must be checked and a loading carried out only if it is found to be in order.

-**DAP** in the **sales confirmation** and **DAP** in the **purchase confirmation** will be taken fully from the respectively valid Incoterms.



6. All prices of the Egg Center Germany GmbH / Global Ovo Trade GmbH are net prices plus VAT  
If after presentation of an offer or after end of an arrangement a rise of the purchase prices appears for raw materials, wages and/or other factors with the Egg Center Germany GmbH / Global Ovo Trade GmbH and such a prize increase influences the price, the Egg Center Germany GmbH / Global Ovo Trade GmbH is entitled to charge for these costs to you. In so far as this case should appear, nevertheless, within three months after realisation of the arrangement, you can request of the resolution of the arrangement if the Egg Center Germany GmbH / Global Ovo Trade GmbH liked to maintain the rise also in this case.
7. If a customer processes the product (for egg products or finished products such as noodles, etc.), the customer is obligated to process the goods only if they are absolutely viable and meet the requirements for their product
8. Upon delivery of the goods, you must undergo a thorough examination, in any case within 24 hours. Notice of defects concerning quantities and other matters such as faults or deviations from the specifications must be indicated on the receipt confirmation. In addition, this must be informed of us within this term of 24 hours – and in so far as this was absolutely impossible – anyway immediately still their statement, but at the latest within seven days after delivery – under clear information of the kind and the extent of the fault rebuke in writing. Any further processing of the delivered goods is only with the written consent of the Egg Center Germany GmbH / Global Ovo Trade GmbH. Your claim for a complaint shall be forfeited if the complaint has not been submitted in time or if the items concerned have been processed in full or in part or have been delivered.

It must enable to the Egg Center Germany GmbH / Global Ovo Trade GmbH to check the things in a state unchanged from the delivery, so that the Egg Center Germany GmbH / Global Ovo Trade GmbH can find out immediately whether the fault rebuke is really founded or not, and further can take the necessary measures to limit possible damages so far as possible. Should this not be allowed to the Egg Center Germany GmbH / Global Ovo Trade GmbH, the right on fault rebuke goes to ruin.

You must ensure that you have such a quantity of products already in your store or that you can receive them quickly so that notifications of defects or a few days without the delivery of new products do not lead immediately to an interruption or to other possible damages in your production process. Egg Center Germany GmbH / Global Ovo Trade GmbH is not liable for damages that could have been prevented in this way.



In the case of a justified complaint, Egg Center Germany GmbH / Global Ovo Trade GmbH is solely obligated to either reimburse the respective products free of charge or make an appropriate compensation. However, this indemnity shall never be higher than the total invoice amount of the goods delivered, with the following absolute maximum: € 50,000.00 (in words: 50,000 euros).

9. KAT Ware: the current KAT guidelines are part of the contract.
10. Should the delivered goods be reclaimed by the recipient and the supplier is not satisfied with the complaint, we shall commission a neutral person to assess the goods. The supplier bears the costs if it becomes apparent that the complaint is justified.
11. The right to ownership of goods delivered by Egg Center Germany GmbH / Global Ovo Trade GmbH will only be transferred to you after you have paid to Egg Center Germany GmbH / Global Ovo Trade GmbH all the amounts you have to pay for the delivery of the goods , which includes not only the purchase price, but also possible interest payments and other costs.

You already grant the prior consent of Egg Center Germany GmbH / Global Ovo Trade GmbH to the withdrawal of the delivered goods and to carry out all necessary measures if you are in default with respect to the timely payment or it is shown that this is the case will be.

If the goods are delivered with roller containers, pallets, cartons, egg cartons or similar, the respective tools remain the property of Egg Center Germany GmbH / Global Ovo Trade GmbH. You are obligated to make these tools available again at the latest eight days after the delivery of the Egg Center Germany GmbH / Global Ovo Trade GmbH, unless the price is clearly indicated in the purchase price. Should you fail to comply with this obligation, you must pay the new value of the respective aid as a compensation to Egg Center Germany GmbH / Global Ovo Trade GmbH at that time. The accountancy of Egg Center Germany GmbH / Global Ovo Trade GmbH will consider this dispute as sufficient proof with regard to the exact number of tools used.

12. Payment shall be made within thirty days of the date of the invoice, in so far as payment is not made in due time, you will be entitled to the payment of the collection charges of 15% of the total amount, except for interest payments of 1.5% per month from the due date Egg Center Germany GmbH / Global Ovo Trade GmbH with a minimum amount of 100, - Euro. All payments must always be made without deductions. You cannot rely on a set-off or a right to suspend, except and to the extent that the right of your claim or suspension right between us is established.

If an invoice is not repaid in due time, Egg Center Germany GmbH / Global Ovo Trade GmbH is entitled to suspend all possible additional obligations until the outstanding amounts have been



*Global Ovo Trade GmbH*



**Sales specification of Egg Center  
Germany GmbH and Global Ovo Trade  
GmbH,**

Stand 01.01.2021

paid or, for this purpose, as at your discretion of the Egg Center Germany GmbH / Global Ovo Trade GmbH. In addition, Egg Center Germany GmbH / Global Ovo Trade GmbH is entitled to demand such security before delivery if there are reasonable doubts that you cannot meet your obligations under the agreement.

13. When canceling an agreement, you are obliged to pay a fixed compensation of at least 50% of the purchase price to Egg Center Germany GmbH / Global Ovo Trade GmbH. If the Egg Center Germany GmbH / Global Ovo Trade GmbH can prove that the damage is caused by the cancellation, you are obliged to pay the costs for this higher damage. In addition, Egg Center Germany GmbH / Global Ovo Trade GmbH is entitled at all times to demand compliance with the agreement and does not have to agree to a dissolution of the agreement.
14. If it is due to an animal disease / bird flu to a ban on movement or Failure of our pre-supplier, we are entitled to cancel this delivery without any restriction or extra costs.
15. German law applies to all legal transactions from and with Egg Center Germany GmbH / Global Ovo Trade GmbH. In the case of disputes, the court in Diepholz is entitled to a judgment in this regard, without prejudice to the right of Egg Center Germany GmbH / Global Ovo Trade GmbH to submit the dispute to the judge who is authorized by the normal jurisdiction.
16. This specification is constantly being expanded. This means that every customer / supplier is obliged to keep up-to-date on innovations.