



Rudolf Ölz Meisterbäcker GmbH & Co KG

General Conditions of Purchase

1. These General Conditions of Purchase are applicable to all purchases made by the Rudolf Ölz Meisterbäcker GmbH & Co. KG (hereinafter only "ÖLZ" from the Partner of this contract and for all deliveries between the partners of this contract.
2. These General Conditions are always applicable even when no reference is made to them in individual orders or in other business papers.
3. Other General Conditions of the parties to this contract, in particular those of the partner of this contract are not applicable. This is so agreed generally even if a partner to this contract makes reference to their General Conditions in a paper of the relevant transaction such as the order, the confirmation of the order, the certificate of delivery or the bill. The other side is not obliged to make any reservation to this respect in the individual case.
4. Amendments or alterations to this contract can only be made in writing including signatures of the persons entitled to represent the partners. This would in particular be so in case of alteration or modification of this requirement of the written form and signature.
5. The particular economic business conditions (type of articles, amount, number of items, price, conditions of payment) will be fixed by the parties for individual or repeated deliveries in separate agreements. The place and date of delivery will be defined by the order of ÖLZ.
6. Place of fulfilment for a delivery and for a payment is the so defined place of delivery.
7. The handover of all documents agreed upon or usual (such as bills, freight documents, certificates of origin, declarations of conformity, letters of warranty, technical documentations, instructions of use) is a prerequisite for the effective fulfillment of a delivery and precondition for the payment.
8. The partner of this contract is obliged to provide all information to ÖLZ necessary to be able to prove to anybody concerned the fulfillment of all legal and other obligations, in particular of the obligations under regulations EC 178/2002, 1935/2004 and 1907/2006 REACH). This necessary information comprises in particular all certifications about enacted examinations, calculations and analyses und the results found in such examinations.
9. The partner of this contract is obliged to sign a certification for the package material (declaration of provider) otherwise ÖLZ can rescind from this contract after having fixed a further time limit.
10. Any delivery must be completely traceable to its origin.
11. A reservation of property is excluded.



12. ÖLZ explicitly excludes any obligation to examine goods delivered and excludes any obligation to make a complaint in respect of a defect immediately upon receipt of the goods.

13. The period of warranty can only begin when a hidden fault of the goods can be discovered.

14. The partner of this contract has to inform ÖLZ by writing in sufficient time and without special further request in advance about any changes in their products, techniques of production, composition of goods and recipes, deliverers and parts of delivery. The partner may their products, techniques of production, composition of goods and recipes, deliverers and parts of delivery change only after prior acceptance of ÖLZ by writing.

15. In the case of changes of their products and recipes the partner has to provide ÖLZ without further request with new declarations, certificates or other confirmations of and about the contents of the goods including certificates of conformity, kosher und halal certificates, genetically modified organisms and certifications of freedom of risks of allergens.

16. All legal relations between ÖLZ and the partner to this contract are governed by Austrian material law. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

17. The exclusive place of jurisdiction for all legal disputes will have to be Dornbirn, Austria.

18. On the other hand ÖLZ is entitled to submit the partner of this contract to the jurisdiction of any other court that is legally competent for the partner of this contract.

19. If any clause of a concrete contract concluded or of these General Conditions of Purchase should be invalid or not enforceable the remaining contract or the remaining General Conditions of Purchase will remain valid.

20. Regulations that prove to be invalid or not enforceable have to be substituted by valid and enforceable provisions such as understanding partners would have concluded them to reach the economic goal.
