

2023



UNITOP AGENCY

CATALOGUE

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Water: Source of Life

Water – the source of Life is the guiding principle of **UNITOP**, a German company that sells water of highest quality, verified in strict procedures.

We are the ideal partner to provide you with pure and healthy mineral water at low costs:

- ▶ The tops of the Alps and other mountain ranges covered with snow in Germany, Austria and Switzerland provide clear springs; therefore, giving a large variety of excellent mineral waters that are famous and popular worldwide for their purity and beneficial effect.

Our mineral water comes from subsurface springs and is of natural purity. UNITOP provides mineral water that has a positive impact on the human body due to its content of minerals and micro-nutrients. Our mineral water is subject to official control and approval.

The assortment of our mineral water is based on careful selection and strict guide lines.

- ▶ Our focus on mineral water and involvement with companies bottling water offers you the best chance to buy first class mineral water and will clearly set your company apart from competition.

Indications such as “forces of nature” or “benefits for body, mind and soul” are not enough to describe our water. UNITOP will provide you with the most pure mineral water and best quality. We examine and compare worldwide all criteria regarding the content of minerals and micro-nutrients. However, the most important factor is: our water – bottled at the source – is absolutely pure and unaltered and, therefore, very healthy!

Below please find some special advantages of a mineral water provided by UNITOP:

- ▶ It is pure, natural, still mineral water from a German mountain range
- ▶ It is perfect for preparation of baby food
- ▶ It is particularly suitable for people with diabetes and/or high blood pressure
- ▶ It has a detoxifying effect, therefore, purifies the skin (better look) and inhibits cellulite
- ▶ Government control ensures best quality
- ▶ The rock formation at the source of the water is made up of schist and quartz, which makes this mineral water enriched with specific nutritionally sound minerals and micro-nutrients.

UNITOP offers a wide selection of mineral water, juices, spritzers, sports and wellness drinks, as well as baby drinks.

All products are manufactured on the basis of pure natural mineral water.

A cold aseptic filling technology is used to fill beverages without preservatives. This procedure complies with consumers demand for natural and healthy nutrition.

Due to the excellent quality of our water and the good conditions of sale, we are confident to provide you with a superb product.



Our Highlight

Our highlight in 2024: QUOX

QUOX

- Due to the very low content of sodium QUOX is perfect for preparation of baby food
- QUOX is pure, natural, still mineral water from a German mountain range
- the rock formation at the source of the water is made up of schist and quartz, which makes this mineral water enriched with specific nutritionally sound minerals and micro-nutrients
- QUOX has a detoxifying effect, therefore, purifies the skin (better look) and inhibits cellulite
- QUOX is particularly suitable for people with diabetes and/or high blood pressure

Our introductory offer

- 500 ml natural mineral water
Minimum order quantity of 10 x 40`ft container (10 x 43,200 bottles)
- incl. label QUOX
- incl. 2000 pieces of a poster A2
- incl. ca. 21,000 bottles (20`ft cont.) a 500 ml for promotion purposes

2013
Highlight
QUOX



The Water and it's History

The Water and it's History

The Mineral water of Unitop originates in a mountainous range that was already inhabited in the Neolithic period because of the healthy and abundant water. In 50 BC the Romans discovered the advantages of the water in this area and built Germany's oldest city at the foot of the mountain range. They named this city "Augusta Treverum" in honor of Emperor Augustus. In modern times it is called „Trier“ (Chinese: 特里尔, Korean: 트리어, Arabic: رييرك). The Romans erected an amphitheatre, which seats approximately 20000 people, and several spas including the Imperial Baths and the huge complex of the Baths of Barbara. At the time of their creation, the Barbara Baths were the second largest bathing and leisure complex in the Roman Empire, only the Baths of Trajan in Rome covered a larger area. A town wall with towers and four gates secured the city. The north gate, the "Porta Nigra" (Black Gate) is preserved as an imposing ruin.

The supply of the city with healthy and soft drinking water was especially favored by its geographical location close to the mountains. The Romans used spring water as beverage and for the operation of the baths. They built aqueducts to convey the mountain water and connected them to the local water supply. The spa facilities were fitted with furnaces to heat the water. The residents could choose between several pools, including a tepidarium (a pool filled with warm water) and a caldarium (a hot pool and dry, sauna-like area). Furthermore, the clear water has been used for cooking and was the most important beverage, even more important than wine.

In 293 Emperor Diocletian granted Trier the privileges of a Roman Imperial Residence. Trier became the political and military center of the Western Roman Empire. Over the next 100 years Trier developed the splendor of an imperial court. The city became the „Roma Secunda“, the second Rome. The Imperial Palace with its magnificent throne room in the center of Trier and the circus, a huge building complex, towered over the city. In the 4th Century Trier had a population of 80,000 making it the most populous municipality north of the Alps. The most notable resident of Trier was the social philosopher Karl Marx.

Porta Nigra





Sparkling mineral water

- Pure natural mineral water enriched with carbon dioxide
- Suitable for a low sodium diet and the preparation of baby food

Sparkling mineral water is available in a 0.5 litre, 1.0 litre and 1.5 litre PET bottle



Still mineral water

- Pure natural mineral water without carbon dioxide
- Suitable for a low sodium diet and the preparation of baby food

Still mineral water is available in a 0.5 litre, 1.0 litre and a 1.5 litre PET bottle



Medium mineral water

- Pure natural mineral water enriched with carbon dioxide
- Suitable for a low sodium diet and the preparation of baby food

Medium mineral water is available in a 0.5 litre, 1.0 litre and 1.5 litre PET bottle



Premium (for hotels and restaurants)

- Low sodium
- Pure natural mineral water enriched with carbon dioxide

Premium is available in a 0.7 litre glass bottle



Water

Water shapes all cultures and guarantees a high standard of living.

Pure water is the basis for social and economic prosperity, health and zest for life.

Soft Drinks



Orange

- Orangeade with pure natural mineral water, contains 4% fruit
- With vitamin C added

Orange is available in a 1.0 a litre PET bottle



Lemon

- Lemon soda with pure natural mineral water
- Natural lemon flavor

Lemon is available in a 1.0 litre PET bottle



Lemon Kiss

- Low-sodium mineral water with a hint of lemon flavor
- No calories, enriched with carbon dioxide

Lemon Kiss is available in a 1.0 litre PET bottle



Crazy Woodruff

- The special for kids
- Flavor of woodruff

Crazy Woodruff is available in a 1.0 litre PET bottle



Sport light

- Isotonic soft drink
- Citrus with one kind of sugar and sweeteners

Sport light is available in a 1.0 litre PET bottle



The sparkling way to quench your thirst

All our products are manufactured on the basis of pure natural mineral water.

Our soft drinks suit the taste of the consumer and provide delicious treat and excellent refreshment for a dry throat.

Spritzers & Fruit Drinks

ACE



- Orange-lemon-carrot multi vitamin drink with pure natural mineral water
- 30% juice content
- Very high rate of vitamin C and E
- Vitamin A from beta-carotene

Available in a 1.0 litre PET bottle

Fruit & More



- Multi-fruit drink with green tea extract and vitamins
- contains 11% orange juice, 5% tangerine juice, 5% apple juice and 4% lemon juice
- With Vitamin C, B6 and B 12

Available in a 1.0 litre PET bottle

Fruity - lite



- made of pure natural mineral water with apple-wild berry flavor
- 20% fruit content
- No colouring or preservatives
- Natural aroma only

Available in a 1.0 litre PET bottle

Fruity - lite



- made of pure natural mineral water with pear-grape-pineapple flavor
- 20% fruit content
- No colouring or preservatives
- Natural aroma only

Available in a 1.0 litre PET bottle



It's all in the mix

Everyone who likes the taste of fruity drinks and the benefit of natural mineral water will love the delicious spritzers and fruit drinks.

HSQ Drinks



Silencio (Apple-Lemon-Plum)

- Apple-lemon-plum soft drink contains green tea extract
- non-carbonated
- On the basis of pure natural mineral water – fine-tuned with extracts of green tea and fruit juices
- No preservatives

Available in a 1.0 litre PET bottle



Silencio (Pear-Quince)

- Pear and quince soft drink contains white tea extract
- non-carbonated
- On the basis of pure natural mineral water – fine-tuned with extracts of white tea and fruit juices
- No preservatives

Available in a 1.0 litre PET bottle



Fruit & Active (Apple-Pear)

- Apple and pear nectar made by fruit juice concentrate
- With sweeteners
- Fruit content 50%
- Pure natural mineral water
- No colouring and preservatives

Available in a 0.75 litre PET bottle



Fruit & Active (Apple-Red currant)

- Apple and red currant made by fruit juice concentrate
- With sweeteners
- Fruit content 50%
- Pure natural mineral water
- No colouring and preservatives

Available in a 0.75 litre PET bottle

For those who care for a particular lifestyle

In addition to the wide range of classic beverages the HSQ line offers a diversity of choice for sophisticated and demanding consumers with a special taste. With the HSQ line we respond to the growing demand for light, low calorie and natural drinking pleasure that fits a health-conscious way of living and modern lifestyle.



Apple-Spritzer

- Apple nectar enriched with carbon dioxide
- Fruit content at least 55 %
- Without additional sugar
- No preservatives

Available in a 0.5 litre and a 1.0 litre PET bottle



Apple-Cherry-Spritzer

- Apple-cherry nectar enriched with carbon dioxide
- Fruit content at least 55 %
- No preservatives

Available in a 0.5 litre PET bottle



Water + Apple

- Low sodium
- Natural pure mineral water with apple flavor
- Fruit content 3.6%
- No colouring or preservatives

Available in a 1.5 litre PET bottle



Water + Raspberry

- Low sodium
- Natural pure mineral water with raspberry flavor
- Fruit content 3.6%
- No colouring or preservatives

Available in a 1.5 litre PET bottle



Water + Cherry

- Low sodium
- Natural pure mineral water with cherry flavor
- Fruit content 3.6%
- No colouring or preservatives

Available in a 1.5 litre PET bottle



Bio Apple



- 60% Fruit Juice
- Complies with European baby food regulations
- Without preservatives, additional sugar and additional aromas
- Organic cultivation
- Gluten free
- Still mineral water (with low sodium)

Available in a 0.5 litre PET bottle

Bio Grape-Pear



- 60% Fruit Juice
- Complies with European baby food regulations
- Without preservatives, additional sugar and additional aromas
- Organic cultivation
- Gluten free
- Still mineral water (with low sodium)

Available in a 0.5 litre PET bottle

Bio Apple-Strawberry-Cherry



- 60% Fruit Juice
- Complies with European baby food regulations
- Without preservatives, additional sugar and additional aromas
- Organic cultivation
- Gluten free
- Still mineral water (with low sodium)

Available in a 0.5 litre PET bottle

Bio Red-Fruits



- 60% Fruit Juice
- Complies with European baby food regulations
- Without preservatives, additional sugar and additional aromas
- Organic cultivation
- Gluten free
- Still mineral water (with low sodium)

Available in a 0.5 litre PET bottle



PRODUCT	ml	PET
<u>MINERAL WATER</u>		
Sparkling Water	500	X
	1000	X
	1500	X
Still Mineral Water	500	X
	1000	X
	1500	X
Medium	500	X
	1000	X
	1500	X
Premium/ Gastro (for Hotels and Restaurants)	700	glass
<u>SOFT DRINKS, the sparkling way to quench your thirst</u>		
Orange	1000	X
Lemon	1000	X
Lemon Kiss	1000	X
Crazy Woodruff	1000	X
Sport Light	1000	X
<u>SPRITZERS AND FRUIT DRINKS, it's all in the mix</u>		
ACE	1000	X
Fruit & More	1000	X
Multi-fruit - Slightly fruity (Apple-Wild Berry)	1000	X
Multi-fruit - Slightly fruity (Pear-Grape-Pineapple)	1000	X
<u>HSQ, for those who care for a particular lifestyle</u>		
HSQ Silencio - Apple Lemon- Plum	1500	X
HSQ Silencio - Pear-Quince	1500	X
Fruit & Active - Apple-Pear	750	X
Fruit & Active - Apple-Red currant	750	X
HSQ Apple-Spritzer	500	X
	1000	X
HSQ Apfel- Cherry- Spritzer	500	X
HSQ Water + Apple	1000	X
	1500	X
HSQ Water + Raspberry	1000	X
	1500	X
HSQ Water + Cherry	1000	X
	1500	X
<u>BABY'S WORLD</u>		
Bio Apple	500	X
Bio Grape-Pear	500	X
Bio Apple-Strawberry-Cherry	500	X
Bio Red-Fruits	500	X
Bio Apple-Orange-Pineapple	500	X

Packaging, Labeling & Delivery

Order

Minimum Order Quantity: one 40 ft. container

Supply Ability: 500,000 liters per week

Weight of bottle with cap:

518 g per 500 ml bottle

800 g per 750 ml bottle

1040 g per 1000 ml bottle

1563 g per 1500 ml bottle

Packaging & Delivery

Time of delivery (from the day of order): 44 days

Packaging:

500 ml bottles: PET, shrink wrapped, palletized; 12 bottles per case, 144 cases per pallet, 25 pallets per 40 ft. container.

1 l bottles: PET, shrink wrapped, palletized; 6 bottles per case, 175 cases per pallet, 22.5 pallets per 40 ft. container.

1,5 l bottles: PET, shrink wrapped, palletized; 6 bottles per case, 126 cases per pallet, 22.5 pallets per 40 ft. container.

Labeling

The Customer can choose from different label designs. Each design is available in all languages.

OEM is available, i.e. upon customer's request Unitop will provide labels according to customer's specifications without any additional costs.





LABORUNION

Prof. Höll & Co. GmbH

Institut für Analysen, Gutachten, Beratung und Qualitätssicherung
Heilwasser, Mineralwasser, Trinkwasser, Pektide, Gase

Sachverständige und
Gegenprüfungsverständige

Zugelassene Untersuchungsstelle nach:
§ 4 AMG für Heilwasser und Pektide
TrinkwV 2001 und § 44 ff. LSG

Nach DIN EN ISO / IEC 17025
akkreditiertes Prüflaboratorium
DAP-Nr. 2999/99 und
AKS-Nr. 20305-EU Staatliche Akkreditierungsstelle Hannover

Analysen-Nr.: LE10214 - G003

Seite 2 von 4
zum Schreiben vom 24.09.2010

Chemische Untersuchungen IONENBILANZ

		Massen- konzentration mg/l	Äquivalent- konzentration mmol/l	Äquivalent- anteil	Verfahrens- kennzeichen
Natrium	Na ⁺	2,3	0,100	29,263%	DIN ISO 9984 - 3
Kalium	K ⁺	0,55	0,014	4,133%	DIN ISO 9984 - 3
Magnesium	Mg ²⁺	1,7	0,140	41,097%	DIN EN ISO 11885
Calcium	Ca ²⁺	1,7	0,087	25,508%	DIN EN ISO 11885
Strontium	Sr ²⁺	< 0,05			IV-LU D3: Sr-AAS
Eisen	Fe ²⁺	< 0,01			DIN EN ISO 11885
Mangan	Mn ²⁺	< 0,01			DIN EN ISO 11885
Ammonium	NH ₄ ⁺	< 0,01			DIN 38406 E 5
Summe		6,3	0,34	100,0%	
Fluorid	F ⁻	< 0,20			DIN EN ISO 10304-1
Chlorid	Cl ⁻	3,6	0,100	41,413%	DIN EN ISO 10304-1
Bromid	Br ⁻	< 0,050			DIN EN ISO 10304-1
Bromat	BrO ₃ ⁻	< 0,002			DIN EN ISO 16061
Iodid	I ⁻	< 0,005			DIN 38406 D 33
Sulfat	SO ₄ ²⁻	2,1	0,044	18,032%	DIN EN ISO 10304-1
Nitrit	NO ₂ ⁻	< 0,005			DIN EN 26777
Nitrat	NO ₃ ⁻	< 0,50			DIN EN ISO 10304-1
Hydrogencarbonat	HCO ₃ ⁻	6,0	0,098	40,555%	DIN 38409 H 7
Summe		11,7	0,24	100,0%	

< = unterhalb der Bestimmungsgrenze; mit der angegebenen Methode nicht bestimmbar
- = Spur, d.h. noch nachweisbar, jedoch unterhalb der Bestimmungsgrenze

Geschäftsführer:
Dr. Joachim Hälsche
Peter Kern

11813 1723
Amtsgericht
Chemnitz
11543NR-UF141243728

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Das Laborunion gilt für die Zwecke aufgeführten Verfahren. Das Laborunion wird für die Zwecke aufgeführten Verfahren. Das Laborunion wird für die Zwecke aufgeführten Verfahren.

LABORUNION

Prof. Höll & Co. GmbH

Institute for analysis, appraisals, consulting and quality assurance,
medicinal water, mineral water, drinking water, peloids, gases

Authorized experts and expert cross-checking

Authorized laboratory according to:
Sec. 14 German Medicines Act with
respect to medicinal water and peloids
Drinking Water Ordinance 2001 and sec.
44 et seq. Infection Protection Act

According to DIN EN ISO/IEC 17025
accredited testing laboratory
DAP- PL-2999.99 and AKS-P-20305-EU
National Accreditation Body Hannover

No. of analysis: LE10214-0003

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to the letter of 24.09.2010

Chemical analysis

Ion balance

		Mass concentration mg/l	Normality mmol/l	Milliequivalent	Standard
Sodium	Na ⁺	2,3	0,100	29,263%	DIN ISO 9964 - 3
Potassium	K ⁺	0,55	0,014	4,133%	DIN ISO 9964 - 3
Magnesium	Mg ²⁺	1,7	0,140	41,097%	DIN EN ISO 11885
Calcium	Ca ²⁺	1,7	0,087	25,508%	DIN EN ISO 11885
Strontium	Sr ²⁺	<0,05			HV-LU 03: Sr-AAS
Iron	Fe ²⁺	<0,01			DIN EN ISO 11885
Manganese	Mn ²⁺	<0,01			DIN EN ISO 11885
Ammonium	NH ₄ ⁺	<0,01			DIN 38406 E 5
Sum		6,3	0,34	100,0%	
Fluoride	F ⁻	<0,20			DIN EN ISO 10304-1
Chloride	Cl ⁻	3,6	0,100	41,413%	DIN EN ISO 10304-1
Bromide	Br ⁻	<0,050			DIN EN ISO 10304-1
Bromate	BrO ₃ ⁻	<0,002			DIN EN ISO 15061
Iodide	I ⁻	<0,005			DIN 38405 D 33
Sulfate	SO ₄ ²⁻	2,1	0,044	18,032%	DIN EN ISO 10304-1
Nitrite	NO ₂ ⁻	<0,005			DIN EN 26777
Nitrate	NO ₃ ⁻	<0,50			DIN EN ISO 10304-1
Bicarbonate	HCO ₃ ⁻	6,0	0,098	40,555%	DIN 38409 H 7
Sum		11,7	0,24	100,0%	

General Terms and Conditions

1. Controlling Provisions

The following terms and conditions shall apply to all business relationships between Hochwald Sprudel Schupp GmbH (hereinafter called "Seller") and the customer (hereinafter called "Buyer"). No terms and conditions other than the terms and conditions contained herein shall be binding upon Seller unless accepted in a writing signed by the Seller. Seller hereby objects to and rejects any proposal by Buyer for additional or different terms in connection with the goods provided. By accepting delivery of the goods from the Seller the Buyer acknowledges receipt of these terms and conditions and thereby agrees to be bound by these terms and conditions and further acknowledges that these terms and conditions comprise the only terms and conditions under which goods are supplied and that they shall not, and shall not be deemed to be, altered or varied to any extent by any previous correspondence between the Seller and the Buyer or by provision by the Buyer to the Seller or any other terms and conditions in respect of the Seller's goods.

2. Datas

The Buyer agrees to the collection, processing and use of his name, business address and other datas essential to fulfill an order.

3. Orders, Prices, Delivery

- a) Any offer is subject to change. Prices are calculated on the basis of the price list valid on the day of delivery.
- b) All offers are subject to confirmation and shall not be binding with reference to quantities, price and delivery time.
- c) Any order issued by the Buyer shall not be binding on the Seller until it has been agreed upon and confirmed by the Seller in writing.
- d) All prices are CIF (Incoterms 2010) to the port of destination indicated by Buyer and confirmed by Seller.
- e) All prices are in € (Euro) and do not include VAT.
- f) Prices are binding on Seller for the period of the contract agreed upon. If, however, there is any change of any legal provision between the date of contractual agreement and the date of delivery and if this change of law is having any influence on the contractual obligation such as additional duties or any other charges, then the Seller shall have the right to increase the purchase price accordingly.
- g) The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

4. Substitutions and Modifications

Seller will have the right to make substitutions and modifications at the specifications of goods sold, provided that such substitutions or modifications will not materially affect overall product performance.

5. Inspection and acceptance

- a) Upon delivery the Buyer shall immediately check quantities, weight and packaging and record any objections thereto.
- b) In case of any defect or non-conformity to applicable specifications of the goods or any part thereof that can be ascertained by a visual inspection, the Buyer shall notify the Seller within fourteen (14) days after delivery. The notice must clearly specify the defect and/or the reason of non-conformity.
- c) Failure of the Buyer to give written notice to the Seller within the term of 14 days after delivery shall constitute an irrevocable acceptance by Buyer of the goods as delivered free of defects and in conformance with the order, unless the defect or the non-conformity can not be ascertained by visual inspection.

6. Sellers warranties

- a) The Seller warrants that all goods delivered will be free from defects in material and workmanship, conform to applicable specifications, and are suitable for the purposes intended by the Buyer.
- b) All causes of action against Seller arising out of any defect or non-conformity shall expire unless brought within two years after delivery of the respective goods. If the goods are perishable - like bottled water - this period is limited by the sell-by date indicated on the packaging of the goods.
- c) The Buyer shall notify the Seller in writing and indicate defects or non-conformity, that could not be ascertained by visual inspection at delivery, within two weeks after their discovery. Upon Seller's request Buyer shall return samples of goods which Buyer considers defective or non-conform to Seller's office at Seller's expense.
- d) With respect to goods not in accordance with any such warranties, the Buyer may require the Seller
 - to replace such goods at the Seller's risk and expense;
 - in case replacement fails or Seller is unable to replace the goods or if costs of replacement are unproportional or if expenditure for replacement is unreasonable, Buyer has the right either to claim refund of such portion of the price as is equitable under the circumstances or to revoke the order. If the defect or non-conformity is trivial the Buyer does not have the right to revoke the order.
- e) Seller shall not be responsible for any losses or damages, unless liability is compulsory, e.g. according to the German Product Liability Law or in case of damage from injury to life, body or health due to negligent breach of duty by the Seller or intentional or negligent breach of duty by a legal representative of the Seller or a person used to perform an obligation of the Seller or for other damage arising from a grossly negligent breach of duty by the Seller or from an intentional or grossly negligent breach of duty by a legal representative of the Seller or a person used to perform an obligation of the Seller or because of the violation of essential contractual obligations by the Seller or by a legal representative of the Seller or a person used to perform an obligation of the Seller. Claims for damages due to violation of essential contractual obligations are, however, limited to the contract-typical, predictable and direct average damage, provided damage is not caused by intent or gross negligence.

7. Force Majeure

- a) Seller shall have no obligation to Buyer of any kind and shall not be liable for loss, damage, detention, or delay, nor be deemed to be in default from causes beyond the reasonable control of Seller, including without limitation, fire, flood, storms or other acts of God, strikes, labor difficulties, acts or omissions of any third party, any governmental authority or of Buyer, compliance with governmental regulations, insurrections or riots, acts of terrorism, embargoes, delays or shortages in transportation or inability to obtain necessary labor, materials or manufacturing facilities from usual sources, defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes or any other cause similar or dissimilar to the foregoing.
- b) In any such event, the delivery date will be deemed extended for a period equal to the delay.

8. Terms of Payment

- a) Buyer is entitled either to make payment of all of the purchase price in advance on the date indicated on Seller's confirmation of Buyer's order or to furnish the Seller with an "irrevocable letter of credit at sight" (L/C) issued by the Buyer's bank and securing the purchase price until delivery was made in full and accepted by the Buyer.
- b) In case Buyer opens with his bank an "irrevocable letter of credit at sight", in favor of the Seller, for the purchase price, this L/C needs to be confirmed through the bank of the Seller. The covering L/C must reach the Seller before the Seller delivers any goods. The L/C is to remain valid at least 60 days after the confirmation of the bank of the Seller, failing which the Seller reserve the right to cancel the contract without further notice and to claim from the Buyer compensation for losses resulting therefrom.
- c) The price of the goods specified in the price list does not cover any federal, state or local property, sales, service, use, excise, value added, or other like taxes of the country of destination which may be applicable to, measured by or imposed upon or with respect to an order of the goods sold by Seller. Unless prohibited by law, Buyer is responsible for and shall pay the taxes indicated in the foregoing sentence. In the event Seller is required to pay any such tax, fee or charge at the time of sale or thereafter, the Buyer shall reimburse Seller therefore.

9. Retention of title

- a) Title to any goods supplied at any time to the Buyer by the Seller shall not pass to the Buyer, notwithstanding delivery of any goods or any documents representing them, until Buyer has discharged all claims arising from the business relationship and payment in full for any and all such goods supplied and all other amounts on any account whatsoever due from the Buyer to the Seller has been made in full by the Buyer.
- b) If the value of the goods subject to retention of title outvalues Seller's claims for more than 20%, Seller is obligated to release the excessive security.
- c) Notwithstanding the foregoing, risk in the goods shall pass on delivery of the same to the Buyer, and until such time as title in the goods has passed to the Buyer, the Buyer shall insure such goods to its replacement value and the Buyer shall forthwith, upon request, provide the Seller with a certificate or other evidence of such insurance.
- d) Until the passing of property, the Buyer shall be the bailee of the goods for the Seller and shall keep the goods in its possession and control, intact and in good condition. The Buyer shall have the right to dispose of the goods delivered in the ordinary course of business.
- e) In the event of any third party action against the goods delivered by Seller under retention of title the Buyer shall inform such third party of Seller's property and shall inform Seller about such action.
- f) If Buyer shall be in breach of contract, in particular in payment default, he shall, upon demand, immediately return to Seller all goods delivered under retention of title.

10. Buyer's duties

- a) Buyer shall inform Seller on all legal requirements on the goods and their packaging in the country of destination, including requirements on the recycling of packaging.
- b) Buyer shall at its own expense apply for and obtain any permits and inspections required for the import and sale of the goods.
- c) Seller makes no promise or representation that the goods will conform to any federal, state or local laws ordinances, regulations, codes or standards.
- d) Buyer is obliged to handle the goods in an appropriate manner and transport and store them cool, protected from frost, sun and light. Seller is not liable for any damage due to an inappropriate handling of the goods by Buyer.

11. Delivery time

- a) Seller shall use reasonable efforts to make prompt deliveries in a commercially reasonable manner.
- b) Delivery dates and estimates are not guaranteed, unless time of delivery is explicitly confirmed by Seller as „binding time of delivery“.
- c) Claims for damages due to exceeding the time of delivery are excluded.
- d) In case delivery is delayed more than two weeks Buyer is entitled to fix a reasonable term for delivery. If Seller fails to meet this term, then Buyer has the right to revoke the respective order.
- e) In any case the Seller shall not be held responsible and shall not bear any responsibility for failure or delay in delivery of all or a portion of goods in consequence of Force Majeure as indicated in No. 7.

12. Shipments

- a) All goods are shipped CIF (Incoterms 2010) to a harbor indicated by Buyer and confirmed by Seller.
- b) Risk in the goods including all risks of loss or of damage to the goods shall pass to the Buyer at such time as the goods pass the ship's rail at the port of shipment.
- c) The Seller packs the goods according to the package standard for shipments of its factory. The cost of any special packing or special handling caused by Buyer's requirements or requests shall be added to the amount of the order. If Buyer causes or requests a shipment delay, or if Seller ships or delivers the goods erroneously as a result of inaccurate, incomplete or misleading information supplied by Buyer or its agents or employees, storage and all other additional costs and risks shall be borne solely by Buyer.

d) Seller will endeavor to ship all orders complete or as complete as reasonably possible. Seller will, however, ship incomplete orders upon written authorization by Buyer. In that event, Seller shall have no liability for such short or incomplete order.

e) To preserve any claims against carriers for damages or short shipments, Buyer must report any damage or short shipments in writing to Seller. This must occur as soon as possible after receipt of the goods, but in no case should exceed fourteen (14) days.

f) Buyer shall be responsible for costs and risks of unloading goods from ship and storage thereafter.

g) Seller will inform Buyer of an approximate delivery date upon order acceptance and of the actual scheduled delivery date as soon as reasonably practicable thereafter.

13. Assignment

The rights and obligations of the parties under these terms and conditions shall not be assignable unless consent to the assignment is in writing and signed by Seller and Buyer.

14. Governing Law

All orders and contracts under these terms shall be governed by and construed in all respects in accordance with German law. The UN Convention on the International Sale of Goods (CISG) shall not apply.

15. Place of Jurisdiction

The parties consent to the exclusive jurisdiction of the courts of the city of Munich, i.e. Amtsgericht München and Landgericht München I, with respect to all litigation, claims, causes of action, demands or disputes among the parties, and Buyer hereby consents to the jurisdiction of such courts.

16. Severability

If any provision hereof is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be fully severable and the terms and conditions herein shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been made a part hereof. The remaining provisions herein shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provisions or by their severance herefrom.



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