

General Terms and Conditions of Business of Diskuszucht Stendker GmbH & Co. KG for transactions between enterprises

I. Scope of application and reservation of amendments

1. The following terms and conditions of sale shall apply to all contracts concluded between Vendor and Purchaser concerning the supply of goods to the extent that Purchaser is an entrepreneur within the meaning of § 14 German Civil Code. They shall also apply to all future business relationships even if they are not expressly agreed once more. Deviating terms and conditions of Purchaser which Vendor does not expressly acknowledge shall be non-binding for Vendor, even if it does not expressly challenge them.
2. Vendor shall at any time be entitled to amend or to supplement the General Terms and Conditions of Business, price lists and specifications. The current General Terms and Conditions of Business can be seen on Vendor's website (www.Diskuszucht-Stendker.de) or requested from Vendor by the customer.

II. Quotation, conclusion of contract, creditworthiness

1. All quotations, regardless of whether they are made by telephone, fax, Internet, e-mail or in any other way, shall only be binding for Vendor when they have been confirmed in writing or the goods have been provided for supply and/or an invoice has been issued.
2. Previous quotations shall become invalid with the appearance of a new quotation or an updated price list. Special offers shall apply while stocks last.
3. Dimensions, weights, illustrations, photos, diagrams and other documents forming the non-binding quotations from Vendor shall remain in Vendor's possession and shall only approximately be decisive to the extent that they have not expressly been designated as binding by it.
4. Vendor reserves the right not to render the promised service if it is seen, following conclusion of the contract, that the goods are not available although a corresponding hedge purchase has been carried out. In such a case, the customer shall be notified without delay. All and any consideration already provided by the customer shall be reimbursed without delay. Further claims by the customer against Vendor have been ruled out.
5. Rendering of services shall presuppose the customer's creditworthiness. Vendor reserves the right to make a check of the customer's creditworthiness before or after acceptance of the order. As a prerequisite for the acceptance of an order, Vendor shall be entitled to demand suitable collateral from the customer in the form of advance payments, a deposit or presentation of a surety of a loan institution based in Germany. If the collateral has not been provided within a period of two weeks following the request, Vendor can reject rendering of the service.

III. Scope of performance

Purchaser shall commission Vendor with provision of the goods (ornamental fish, fish food) from the items stated by Vendor in the quotation lists. The foundation of an order shall be the quotation lists as amended at the time in question.

IV. Delivery, prices, performance period

1. Deliveries shall be by freight forwarder "ex works" Warendorf. Freight costs shall be charged to the consignee. From a net goods value of the discus fish of 500.00 Euro per order, Vendor shall supply franco domicile inside Germany. The current national and international freight costs are to be requested from Vendor. Following notification, the customer shall have the possibility of confirming or cancelling the order. Delivery shall be to the address stated by the customer to the extent that no impingement of rights exists as a result thereof.
2. All the prices stated shall be net prices in Euro plus the statutory value added tax and any packaging and transport costs due. Price amendments and errors excepted. Previous quotations shall become invalid with the appearance of a new quotation or an updated price list. Special offers shall apply while stocks last. In international consignments, Purchaser shall bear the customary import value added tax.
3. Immediately after acceptance, the goods shall be examined for transport damage by the customer or its authorised agent. Transport damage which can be established and possible losses shall be notified in writing without delay. Damage to the packaging must be confirmed to the customer in writing by the transport company upon acceptance of the goods.
4. Statements of delivery periods shall be non-binding as a matter of principle unless a certain delivery period has expressly been agreed in writing.
5. If Vendor culpably cannot comply with an expressly agreed period or falls into arrears for other reasons, Purchaser shall grant it a suitable period of grace, starting from the date of the receipt of the written placement in arrears by Vendor or in the event of a period set according to a calendar date. After a fruitless

expiry of the period of grace, Purchaser shall be entitled to withdraw from the contract.

6. To the extent that a delivery has been expressly agreed, it shall commence with dispatch of the order confirmation, albeit not before provision of any documents, approvals, releases to be procured by the customer and before receipt of all and any agreed (advance) payment.

7. Vendor shall be entitled to part deliveries and part renderings at any time to the extent reasonably to be accepted by the customer.

V. Passage of risk, packaging and dispatch costs

1. Delivery shall be at Vendor's risk. As soon as the goods have been provided to Purchaser, risk shall pass to the customer. This shall also apply to part deliveries.

2. Vendor shall calculate the price per transport box required according to the current price list in Euro plus statutory value added tax.

3. Transport and all other packagings according to the provisions of the Packaging Ordinance shall not be taken back with the exception of the original thermo transport boxes in a good condition and Euro pallets as well as other returnable load carriers. Purchaser shall be obliged to ensure disposal of the packaging at its own expense to the extent that nothing to the contrary has been agreed in writing. Return of the transport boxes shall be charged to Purchaser. The value of the returned boxes shall be offset or credited in the next delivery.

4. Deliveries shall be by freight forwarder ex Warendorf. Freight costs shall be charged to the consignee. From a net goods value of the discus fish of 500.00 Euro per order, Vendor shall supply franco domicile inside Germany. The current national and international freight costs are to be requested from Vendor. Following notification, the customer shall have the possibility of confirming or cancelling the order.

5. The following possibilities of dispatch have been provided for by Vendor:

- a) by the "Welfen Logistik Braunschweig GmbH" forwarder: house to house (in Germany, service is by 12:00 midday (except for the islands)).
- b) air dispatch: from Frankfurt, Düsseldorf, Cologne/Bonn, Hannover airports
- c) delivery house to house: calculation according to pro rata freight costs.
- d) collection: possible during our business hours following prior announcement.

The due dispatch costs shall be inquired by Vendor in each case.

VI. Warranty

1. If the purchase is a trade transaction for both parties, Purchaser shall examine the goods received immediately after receipt to the extent reasonable according to a proper course of business and notify Vendor without delay to the extent that a defect can be seen.

2. In dispatch, Purchaser shall the goods received without delay, to the extent that a defect is seen also notify it provably to the freight forwarder and also inform Vendor thereof without delay. The same shall apply if goods arrive with a delay or at excessively low temperatures.

3. If Purchaser fails to make this notification, the goods shall be deemed approved unless it is a question of a defect not recognisable at the examination. Apart from this, §§ 377 et seq., German Commercial Code, shall apply.

4. At Vendor's choice, the claims shall be limited to remedy of the defect or supply of a defect-free object (subsequent performance). If the subsequent performance fails, Purchaser shall have the right to demand a reduction of the purchase price or to withdraw from the contract at its choice.

5. Only animals which appear healthy from the outside are sold. Dispatch shall be at the dispatcher's risk. Arrival alive is guaranteed in a planned course of transport. If there are nevertheless losses, the consignee shall state them in writing on the very same day.

6. Living animals have been excluded from returns, i.e. a return of the fish to the dispatcher is not possible as a matter of principle.

7. Colour deviations between the illustrations on Vendor's homepage and the fish supplied shall not represent a reason for complaint. An exception shall be a development of colour deviating from that ordered.

8. Vendor rejects direct deliveries to Purchaser's final customers as a matter of principle. Exceptions shall be recorded in writing. Claims to complaints against Vendor shall not exist in the event of direct deliveries.

Processing of complaints with the final customer shall be a matter for the purchaser in question. An exception shall be unambiguous proof of gross errors by the commissioned forwarder or by Vendor.

9. Apart from this, warranty shall be based on the statutory directives.

VII. Maturity and payment terms

1. To the extent not agreed to the contrary in writing, Vendor's invoices shall be due for payment within 8 days of invoicing and without deduction.

2. If the customer falls into arrears with the payment of the purchase price, the total of the purchase price during arrears shall bear interest at five percentage points above the basic rate of interest at the time. If Vendor can prove that it has suffered higher damages from arrears, it shall be entitled to claim it.

3. Before complete payment of due invoice amounts, including all subsidiary claims and default interest, Vendor shall not be obliged to make any further delivery from any open contract.
4. If Purchaser is in arrears with a due invoice or if an essential deterioration comes about in its economic situation, Vendor's entire claim shall become due for payment immediately. In such a case, Vendor can demand cash payment before delivery of the goods for deliveries still outstanding from any open contract without a payment period being applicable.

VIII. Retention of title

1. Vendor reserves ownership to the goods (conditional commodities) until receipt of all payments, including all subsidiary claims, from the purchase contract.
2. Customer shall not be entitled to sell the goods to third parties or to take other measures jeopardising Vendor's ownership before complete payment of the purchase price. The customer here and now assigns its future claims against the acquirer to the amount of the purchase price agreed between Vendor and the customer together with interest and subsidiary claims to Vendor. The latter accepts said assignment.
3. Purchaser shall inform Vendor without delay in writing of all seizures by third parties, in particular compulsory enforcement measures and other impairments of its ownership. Purchaser shall reimburse Vendor for all damage and costs incurred as a result of a breach of this obligation and as a result of necessary intervention measures against seizures by third parties.
4. If Purchaser fails to comply with its payment duty despite a caution from Vendor, Vendor can demand return of the conditional commodities still in its possession without prior setting of a period of grace. The transport costs due in this context shall be borne by Purchaser. Seizure of the conditional commodities by Vendor shall always mean withdrawal from the contract. After regaining the conditional commodities, Vendor shall be authorised to exploit them. The exploitation yield shall be offset against Purchaser liabilities – less suitable costs of exploitation.

IX. Data protection

1. We expressly point out that we store necessary data about your person and/or your enterprise in our EDP for the processing of orders and inquiries.

We use your data exclusively for the handling of your order. All customer data are stored and processed by us complying with the relevant directives of the Federal Data Protection Act (BDSG) and the Tele-Service Data Protection Act (TDDSG). At any time, you have a right to free information, correction, blockage and deletion of your stored data.

2. We do not forward your personal data, including your house address and e-mail address, to third parties without your express approval, which can be revoked at any time. An exception from this shall be our service partners who require the transmission of data for order handling (e.g. the dispatch company commissioned with delivery and the loan institute commissioned with handling of the payment). In such cases, the scope of the data transmitted shall however be limited to the necessary minimum. We use technical and organisational safety measures in order to protect your data administered by us against chance or deliberate manipulations, loss or destruction or against access by unauthorised parties.

X. Place of performance

Vendor's place of performance is Warendorf, Germany.

XI. Final provision, applicable law, agreement on place of jurisdiction

1. The relationships between the contracting parties shall exclusively be governed by the law valid in the Federal Republic of Germany. The application of the Standardised Convention on the International Sale of Goods and the Convention on Contracts for the International Sale of Goods has been ruled out.
2. If Purchaser is a merchant, the Court competent for Vendor's headquarters shall be the exclusive place of jurisdiction, also for cheque and bill proceedings. The same place of jurisdiction shall apply if Vendor has no general place of jurisdiction in the Federal Republic of Germany at the time of the initiation of the judicial proceedings.
3. If a regulation of these General Terms and Conditions of Business is or becomes ineffective or unenforceable, this shall not affect the validity of the remainder of the General Terms and Conditions of Business. Instead, a provision coming as close as possible to the invalid provision shall be deemed agreed to the extent admissible by law.