

**General terms and conditions
for the individual disposal and disposal of slaughterhouses**

I GENERAL INFORMATION

1. The following terms and conditions shall apply to all our offers and services which we provide, in particular for the performance of regulatory tasks in accordance with Regulation (EC) No. 1069 / 2009 laying down health rules concerning animal by-products not intended for human consumption, the Animal By-products Disposal Act, the Animal Diseases Act and the relevant statutory ordinances and the Meat Hygiene Ordinance. These terms and conditions shall also apply to all our future offers and services, even if they are not expressly agreed upon again. Deviating agreements are only legally binding for us if we have confirmed them in writing.

2. Our terms and conditions of business shall be deemed to have been accepted and bindingly acknowledged by the first-time sending or handing over, at the latest upon acceptance of our services. Silence on any deviating provisions of the customer shall not be deemed to be recognition or consent. Terms and conditions of the customer are only legally binding for us if we accept them in writing for the respective contract conclusion.

II BID, ORDER, PRICE, CREDITWORTHINESS

1. All offers are subject to change without notice. The offered prices are increased by the statutory value added tax.

2. Contracts shall be performed in accordance with the legal provisions referred to in point I.1. A written order confirmation is not required if disposal is necessary due to legal regulations and/or official orders. Orders of a non-regulatory nature only become legally binding upon our written order confirmation. Further agreements made after the order confirmation as well as verbal collateral agreements and assurances made by our employees require our written confirmation to become effective. Any objection to our order confirmation must be received by us in writing within 8 days.

3. Our services shall be invoiced for orders of a regulatory nature in accordance with the respective list prices valid at the time the order is placed and approved by the competent state administrative authority (Münster District Government) and displayed on our business premises.

4. By placing the order, the client confirms his solvency and creditworthiness.

III COLLECTION DATES

1. The collection of animal by-products shall be carried out in accordance with the legislation referred to in point I. 1. In addition, general dates for the performance of services may be agreed. The dates specified by us for the purpose of disposal (collection) are not legally binding information, but rather dates of performance scheduled for us, unless the date of disposal is specified on the basis of orders issued by regulatory authorities.

2. In the event of unforeseen hindrances which are beyond our will and sphere of influence, and which we could not avert despite reasonable care in the circumstances of the case (force majeure), the client shall not be entitled to any claims of any kind.

IV DUTIES, SAFEKEEPING, COLLECTION

1. Until the time of disposal (collection), the Ordering Party shall bear the obligations imposed on him in accordance with the legal provisions mentioned in Section I. 1. and the TA Luft (Technical instructions for keeping the air clean).

2. The resulting animal by-products (animals, parts of animal carcasses, confiscates and other products) are to be collected by the customer without admixtures of other materials such as waste, plastics, rubble, scrap, etc. in containers which can be taken up by our vehicles and stored free of charge until the time of disposal.

3. At the time of collection, the contracting entity shall surrender the animal by-products. In addition, he shall be obliged to provide assistance free of charge (§ 8 para. 3 sentence 2 Animal By-products Disposal Act), in particular to bring the animal carcasses, parts of animal carcasses, confiscates or other products from particularly unfavorably located areas to the next passable road.

4. We undertake - unless otherwise agreed in writing - to collect the animal by-products arising under the contract.

5. If the customer does not comply with the obligations mentioned under items 2 and 3, we shall be entitled to charge additional costs up to three times the net invoice amount without further proof, subject to simultaneous notification to the regulatory authorities.

V PLACE OF FULFILMENT

Place of fulfillment is Heek.

VI TERMS OF PAYMENT

1. In the case of non-commercial slaughterhouses and individual disposal - unless otherwise agreed in writing - the respective invoice amount is due and payable immediately without deduction upon collection, in the case of commercial slaughterhouses, abattoirs and slaughterhouses after the invoice is issued.

2. Cheques are only accepted by us on account of performance after prior written agreement. The assignment of a claim to which the customer is entitled against a third party in lieu of performance is excluded.

3. In the event of default of payment, we are entitled to charge interest at the respective bank rates for overdrafts, but at least 8% (5% for consumers within the meaning of § 13 BGB) above the base rate of the European Central Bank. In addition, the right to assert further damage caused by default is reserved.

4. If circumstances become known to us and if doubts arise which, according to our dutiful, commercial discretion, are suitable to reduce the solvency and creditworthiness of the customer, the customer is obliged to provide us with appropriate securities (directly enforceable bank guarantee etc.) at our request.

VII TRANSFER OF OWNERSHIP

When the order is placed, at the latest at the time of disposal (collection), the ownership of the animal by-products is transferred to us without restriction.

VIII RIGHT OF RETENTION, OFFSETTING

The plea of non-performance of the contract, right of retention as well as set-off due to possible counterclaims of the customer, regardless of the legal basis, are excluded.

IX LIABILITY

Claims for damages, in particular those arising from impossibility of performance, delay, breach of contractual obligations, culpa in contrahendo, tort, are excluded to the extent permitted by law, unless they are based on an intentional or grossly negligent breach of contract by us or one of our vicarious agents. Advice and information are provided to the best of our employees' knowledge, but to the exclusion of any liability.

X PLACE OF JURISDICTION

Ahaus is agreed as the place of jurisdiction in the event that we make claims pending by way of dunning proceedings or in the event that the customer moves his company or domicile or personal residence outside the Federal Republic of Germany after conclusion of the contract or if the company or domicile or usual place of residence is unknown at the time of filing the action. If the customer is a registered trader, Ahaus is the place of jurisdiction.

XI DATA PRIVACY PROTECTION

All information on the collection, processing and use of personal data of customers, contractual partners and others in accordance with the EU Data Protection Basic Regulation GDPR (DSGVO) can be found in the data protection declaration at www.schaap.gmbh.de and in the information on data processing in accordance with Art.13 DSGVO (GDPR). For questions, complaints, etc. we are at your disposal.

XII INVALIDITY OF CLAUSES

Should any of the above provisions be or become ineffective, the ineffective provisions shall be replaced by provisions which come as close as possible to the economic purpose of the contract while adequately safeguarding mutual interests.