

General Terms and Conditions of the Research Center Weihenstephan for the Sale of Brewing Yeasts and Starter Cultures for Beverage Production

§ 1 General, Scope of Application

(1) These General Terms and Conditions ("GTC") shall apply to all contracts with regard to the sale of yeast between the Research Center Weihenstephan for Brewing and Food Quality of the Technical University of Munich, Alte Akademie 3, 85354 Freising, Germany, as producer and seller (hereinafter also referred to as "we" or "us") and its buyers (also referred to as "customers"). The present General Terms and Conditions in their respective version shall also apply as a framework agreement for future contracts with the same buyers, without us having to refer to them again in each individual case.

(2) Our GTCs shall apply exclusively. Deviating, conflicting or supplementary General Terms and Conditions of the Buyer shall only become an integral part of the contract if and to the extent that we have expressly agreed to their validity. This requirement of consent shall apply in any case, for example, even if we provide services or have goods delivered without reservation and being aware of the customer's terms and conditions. However, individual agreements made with the customer in individual cases (including collateral agreements, supplements and amendments) shall take precedence over these General Terms and Conditions.

(3) Legally relevant declarations and notifications to be made to us by the customer after conclusion of the contract (e.g. setting of deadlines, notification of defects, declaration of withdrawal or reduction) must be in writing to be effective.

(4) These General Terms and Conditions and all legal relations between us and the customer shall be governed by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

(5) The place of jurisdiction is Freising, Germany, if the customer is a merchant or a legal entity under public law or a special fund under public law. The same shall apply if the customer does not have a place of general jurisdiction in Germany or if the place of residence or habitual abode is not known at the time the action is filed.

§ 2 Services of the Research Centre Weihenstephan, conclusion of contract

(1) Our offers are meant with only few exceptions only for buyers being active in business, for public authorities and associations. We offer our customers high-quality yeasts and starter cultures for food production. The assortment is based on our product list, which can be viewed and downloaded on our website in its current version. We also produce yeasts and starter cultures based on individual specifications and customer-specific product samples stocked by us.

(2) Our offers are subject to change and non-binding. This shall also apply if we have provided the customer with catalogs, technical documentation or records - also in electronic form - to which we reserve ownership and copyrights.

(3) The submission of an order in writing or by telephone by the buyer shall be deemed a binding offer of contract. Unless otherwise stated in the order, we shall be entitled to accept the contract offer within 7 days of its receipt by us. Acceptance can be declared either in writing (e.g. by means of an order confirmation) or by executing the ordered delivery.

(4) Place of performance is Weihenstephan. At the request of the customer, we shall ship the goods to the place requested by the customer using suitable carriers.

§ 3 Duties of the customer

(1) The customer undertakes to support our activities to the necessary extent. He shall create free of charge all spatial and technical prerequisites in his sphere of operation, in particular to be able to receive cooled goods and to continue to cool them professionally, unless they are immediately used in production. Upon receipt of the goods, they are to be examined for any quality defects; a yeast, for example, should be examined microscopically and the result documented. All possible defects or factual deviations from the order (e.g. the delivery of goods other than those ordered) must be reported immediately in writing.

(2) Furthermore, the customer shall ensure that all documents necessary for the execution of the order are submitted to us in good time, that we are provided with all information and that we are informed immediately of all relevant processes and circumstances, even if these only become known later. We may demand that the customer confirms in writing the correctness and completeness of the documents submitted by him as well as his information and oral statements.

(3) At our request, the customer shall name a contact person who shall be responsible for all questions in connection with the execution of the order.

§ 4 Prices, expenses/travel expenses, value added tax

(1) Our prices shall apply in accordance with the list of services and products valid at the time of the order, unless otherwise contractually agreed.

(2) Packaging and freight costs will be calculated separately depending on the place of delivery or country and the desired delivery conditions and will be invoiced in detail additionally.

(3) Unless otherwise stated, our prices are exclusive of the applicable value added tax. This tax will be shown separately on the invoice at the statutory rate on the day of invoicing.

§ 5 Terms of payment

(1) Our invoices are due for payment without deduction within 4 weeks of the invoice date to the account specified by us.

(2) The invoice amounts are payable in Euro only, plus statutory duties and value added tax.

(3) The customer shall only be entitled to offsetting if his possible counterclaims have been recognized by us or have been established as legally binding. The customer shall only be entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

§ 6 Protection and use of the work results, secrecy

(1) The reports, plans, drafts, lists and calculations prepared by us may only be used for the contractually agreed purposes. Any non-contractual use of these work products, in particular their publication, requires our prior written consent, unless the publication is made in order to comply with statutory notification obligations. The above provisions shall also apply if the product provided is not subject to special legal rights, in particular copyright.

(2) We are entitled to use the yeasts for our own scientific evaluations and publications. In this case, we are obliged to neutralize the results and to refrain from any reference to the customer and his interests. Publications with mention of names are only permitted with the consent of the customer.

(3) We shall be obliged to maintain secrecy about all matters and processes, in particular business and trade secrets, which come to our knowledge in the course of our work for the customer. We shall impose the same obligation on any sub-contractors we may use. The obligation to maintain secrecy shall also apply to the period after the end of the cooperation with the customer.

§ 7 Liability

(1) The statutory provisions shall apply to the Customer's rights in the event of defects of quality and defects of title.

(2) Outside the liability for material defects and defects of title, we shall be liable without limitation if the cause of the damage is based on intent or gross negligence. We shall also be liable for the slightly negligent breach of material obligations (obligations whose breach puts the fulfilment of the purpose of the contract in jeopardy) as well as for the breach of cardinal obligations (obligations whose fulfilment makes the proper execution of the contract possible in the first place and on whose compliance the customer regularly relies), but in each case only for the foreseeable damage typical of the contract. We shall not be liable for the slightly negligent breach of other obligations than the above obligations.

(3) The limitations of liability in the preceding paragraph shall not apply in the event of injury to life, body or health, for a defect after a guarantee has been given for the quality of the product, and in the event of defects which have been fraudulently concealed. Liability under the Product Liability Act shall remain unaffected.

(4) If our liability is excluded or limited, this shall also apply to the personal liability of our employees, representatives and vicarious agents.

§ 8 Data protection notice

(1) The customer is aware and agrees that the personal data required for the execution of the contract will be stored by us on data carriers. In all data processing procedures (e.g. collection, processing and transmission) we proceed in accordance with the legal regulations according to Article 5 and Article 6 of the General Data Protection Regulation (GDPR).

The data of the customer necessary for the business transaction will be stored and disclosed to service providers commissioned by us for the order processing and order fulfillment only to the necessary extent. The stored personal data will of course be treated confidentially by us.

(2) The customer has the right to revoke his consent at any time with effect for the future. We are then obliged to immediately delete the personal data of the customer. In the case of ongoing business relations, the deletion will take place after termination.

(Status November 2020)