



General Terms and Conditions for Alimentavera GmbH

Scope

These General Terms and Conditions apply to all contracts concluded with Alimentavera, including the services offered on its online portal. When registering for a service, a contractual relationship (framework agreement) is established for an indefinite period, the terms of which are set out in these General Terms and Conditions. It is also possible to register via email.

All services and any contracts concluded with the client are executed exclusively on the basis of these General Terms and Conditions. These Terms and Conditions also represent the framework agreement for any other legal transactions between the contractual parties.

Services

The services commissioned by the client on the Alimentavera GmbH online portal form the basis of the contract. The client undertakes to instruct Alimentavera appropriately. In particular, the client shall provide all the documents and information required for the order.

Third-party involvement

For individual services, especially inspections for other countries (e.g. EU states), Alimentavera may involve third parties in its own name and on its own account. It is responsible for the contractually compliant service provision of any third parties involved.

Deadlines

Alimentavera undertakes to provide all services as quickly as possible, whereby the time required depends on the service. Where deadlines are not explicitly declared as binding, they are indicative.

Confidentiality

Alimentavera maintains the confidentiality of any facts and information that are neither common knowledge nor generally accessible, and whose nature dictates that they should be fairly and lawfully kept secret. In case of doubt, facts and information shall be treated confidentially. This non-disclosure clause applies prior to the conclusion of the contract and continues after the contractual relationship has ended. It applies in particular to enforcement agencies.

Third-party complaints

Third-party complaints regarding product conformity in connection with Alimentavera inspection reports must be communicated to us immediately in writing.

Rates

The applicable rates are specified in the Alimentavera price list.

Invoicing/reminders

The client undertakes to pay for the services provided by Alimentavera in accordance with the current price list.

Alimentavera issues a collective invoice once a month for all the orders created during this period.

In the event of late payment, the contractual partner shall pay Alimentavera a flat-rate reminder fee of CHF 10 plus postage for every reminder sent. In addition, the client shall

reimburse Alimentavera for any costs and expenses arising from reminders or the collection of overdue payments, in particular any collectively agreed out-of-court legal fees, etc., that are required for appropriate prosecution purposes.

Document retention

Inspection reports are generally retained by Alimentavera. Alimentavera is obligated to provide the client with copies of these documents upon request, for which an invoice will be issued. This retention requirement expires ten years after the provision of the service. During this time, Alimentavera may be released from its storage obligations by handing the original documents over to the client.

Right of inspection

Upon request, the client has the right to inspect its data, namely inspection check lists and inspection reports.

Liability

Within the scope of its activities, Alimentavera is only liable for intent and gross negligence.

In the case of direct and consequential damage, Alimentavera is liable up to the amount paid by the client for the order, and no more than CHF 3,000, provided this is caused by slight or medium negligence.

Any other liability is excluded – where legally permissible – in particular liability for any incidental material or immaterial damage that the client or a third party incurs directly or indirectly as a result of the activity undertaken (e.g. financial losses, loss of earnings, reputational damage, etc.).

Any financial consequences that result from a third party failing to accept an inspection report are explicitly excluded.

Contract duration and termination

The framework agreement concluded between the client and Alimentavera is of indefinite duration. It can be terminated at the end of every month. Inspection reports remain valid after the contract has been terminated.

Place of jurisdiction

The place of jurisdiction for any disputes is the Alimentavera registered office. The contractual relationship is subject to Swiss law.

Alimentavera GmbH

16 November 2018