

## **Standard Terms of Business of MASTERRIND GmbH for the Sale of Cattle (Attachment 1)**

MASTERRIND GmbH (referred to hereinafter as “MASTERRIND”), Osterkrug 20, 27283 Verden, Germany, sells or auctions cattle in its own name and for third-party account (transactions on commission basis within the meaning of Sections 383 et seq. of the German Commercial Code (HGB)), or in its own name and for its own account (own business). In a transaction on commission basis, or an agency transaction, the Seller is the animal owner, on whose behalf MASTERRIND acts as an agent only. Sales are made by organising auctions and by selling in halls, assembly centres, or on the Seller's premises (farmgate sales).

### **1. Applicability**

These Standard Terms of Sale apply to all business relationships between MASTERRIND and its customers, even when MASTERRIND acts only as a commission agent or intermediary. They are not applicable to business relationships with consumers (Section 13 of the German Civil Code (BGB)).

The Standard Terms of Sale, as amended from time to time, shall also operate as a framework agreement for future contracts with the same Customer, without MASTERRIND having to draw attention to the applicability of the Terms of Sale. Any standard terms of business used by the Customer that differ from, conflict with or add to these Standard Terms of Sale shall become an integral part of the contract only if and insofar as MASTERRIND has expressly agreed in writing to their applicability. This principle shall also apply in the event of unconditional delivery by MASTERRIND in awareness of the Customer's standard terms of business.

### **2. Agreement on health and physical condition of livestock**

#### **2.1 Used goods within the meaning of the law**

In view of the fact that all animals undergo changes after birth as a result of barn effects and feeding/vaccination management, MASTERRIND sells all animals as used goods, within the meaning of the law, in the condition they are in at the time the contract is concluded (required condition).

#### **2.2 Breeding/Health certificate**

In the case of breeding animals, the Buyer shall receive, for each individual animal, a breeding certificate containing details of parentage and, if required by law, the relevant health certificates.

#### **2.3 Sales standards**

The following sales standards apply (required condition):

##### **2.3.1 Parentage, catalogue details**

Breeding animals are described, in the breeding certificate and, where applicable, in the auction catalogue, in terms of parentage, age, performance and service dates in

accordance with the breeding book regulations of the respective breeders' association. If there are any inconsistencies or ambiguities, the details provided in the breeding certificate shall apply in cases of doubt. The Seller bears responsibility for the details published in the catalogue.

### 2.3.2 Pregnancy

An animal shall be deemed to be pregnant if at least twelve weeks have elapsed between the last service date and the transfer of risk. A pregnancy shall be considered normal if the period between the last service date and calving does not exceed 295 days. The service date or period shall be determined exclusively on the basis of the details provided by the Seller.

### 2.3.3 Veterinary status:

The farms of origin of the animals sold are subject to continuous supervision by an official veterinarian. The Seller warrants compliance with the applicable veterinary regulations governing livestock transport.

### 2.3.4 Mating and insemination by male breeding animals:

The condition of a breeding bull as fit for breeding, in terms of its pedigree and external appearance (i.e. its fitness for breeding within the meaning of the breeding book regulations), shall be deemed agreed and owed only after prior certification examination and express confirmation by MASTERRIND. The ability of a breeding bull to mate and fertilise is not part of the agreed condition and is not owed. Stud bulls shall mate and fertilise only on condition that they are properly kept and fed. This required condition as a stud bull is met if, in herds with undisturbed fertility, more than 50% of at least ten animals in good heats and served once become pregnant within six weeks of service by the bull. The risk of a bull being unable to mate and fertilise may be the subject of a separate agreement, to be concluded in writing and for which a separate fee is payable, which can be concluded with MASTERRIND for the benefit of the Seller and Buyer. The inability to mate and fertilise must be documented in a veterinary certificate which must be presented by the Buyer if a deficiency is asserted, and which must be verified, in the form of an expert opinion by a court-appointed expert, in the event of dispute. The consequences of such an inability to mate and fertilise are governed by the separate written agreement.

### 2.3.5 Anatomical infertility

Female animals, calves sold for breeding and young cattle shall be free of anatomical deformities of the reproductive organs that rule out their use for breeding purposes.

### 2.3.6 Hidden congenital defects in breeding animals

Congenital defects in breeding animals, such as umbilical hernia, etc., have not been surgically removed.

### 2.3.7 Udder health and the condition of birth canals

The following principles apply to udder health and the condition of birth canals in dairy-bred cattle: Pregnant and freshly calved cows shall be free of blind udder quarters and teat occlusions at the transfer of risk. Udders and birth canals shall be deemed to be clinically healthy on the basis of a veterinary certificate obtained shortly before the transfer of risk.

#### 2.3.8 Milk flow

Having calved breeding heifers have normal milk flow. Ten days after being moved to the Buyer's barn, the animals in question shall not have significantly worse milk flow than comparable barn companions, given proper milking equipment and competent personnel. Normal milk flow, established according to the rule defined by the German Cattle Breeders' Federation (ADR), is an average milk yield per minute of at least 1.8 kg per minute.

#### 2.3.9 Delivery of the animals

Unless otherwise agreed in writing, the Seller shall deliver the animal designated for sale in the agreed condition, risk free and free of charge, and freight paid to the place of use/point of delivery. It shall ensure compliance with the statutory requirements governing the identification and reporting of the animal, in particular the beef labelling regulations and the Livestock Transport Regulation, and that the required documents are presented. It is also responsible for veterinary examinations when these are required for the sale of animals or serve to protect other animals from being infected. It consents to data and documents in this regard being disclosed to the Buyer and, in the case of examinations required under veterinary law, to MASTERRIND and the Buyer.

#### 2.3.10 Absence of active agents not permitted under food law

The Seller guarantees that the animals are free of active agents that are not permitted under food law. If animals are treated with prohibited medicines, the Seller shall disclose the use of any licensed pharmacologically active substances, their withdrawal period and the date of administration. It also bears responsibility for ensuring that the animals meet the veterinary and sanitary requirements and are free of material deficiencies.

#### 2.3.11 Meat hygiene

In the case of beef cattle, the Seller shall provide a slaughtering permit and evidence that the examination of the beef cattle in accordance with the Meat Hygiene Regulation did not give rise to any cause for objection.

#### 2.3.12 Weight of productive livestock

If weight measurement of productive livestock is subject-matter of the purchase contract, the weight measured by MASTERRIND, or in lieu thereof by the Seller, shall apply with a tolerance of +/- 5%.

#### 2.3.13 Non-pregnancy of productive livestock for fattening

The productive livestock offered for fattening shall not be pregnant.

#### 2.3.14 Beef cattle

In the case of beef cattle, only fitness for human consumption is agreed.

#### 2.4 No further agreements on condition

No further condition other than that described in item 2.3 above is owed with regard to performance, health or other properties. MASTERRIND does not accept any liability for the accuracy of the details stated on the animal health certificates/medical certificates. Attention is expressly brought to the fact that the health examinations certified therein each apply only for the time of the examination performed and that, due to potentially longer incubation periods or diagnostic errors, conclusions cannot necessarily be drawn with regard to freedom from the respective diseases, and therefore that the latter is neither agreed nor guaranteed.

### 3. Delivery

#### 3.1 Terms of delivery

Delivery terms are non-binding unless expressly agreed in writing. MASTERRIND has the right to also make partial deliveries if this is reasonable for the Buyer. If call-off delivery is agreed, the Buyer shall call off the amounts within a reasonable period.

#### 3.2 Failure to meet the delivery date

If the delivery date is not met, the Buyer shall grant MASTERRIND a reasonable grace period in writing. If MASTERRIND culpably fails to comply with this grace period, the Buyer has the right to withdraw from the contract.

#### 3.3 Call-off

If the Buyer fails to call-off delivery from MASTERRIND within a reasonable period, MASTERRIND has the right to set the Buyer a ten-day deadline for complete call-off as from the date of the call-off letter sent by registered post or courier to the address specified in the purchase contract. If the deadline expires to no avail, MASTERRIND has the right to sell the animals which have not been called-off through private sale to other parties and to claim from the Buyer any damages incurred by the Seller.

### 4. Duty to report defects

#### 4.1 Duty to inspect and to report defects

The Buyer shall inspect the animals immediately after acceptance or delivery and to notify MASTERRIND without delay, in writing or in text form, if there is any deviation from the agreed condition. The Seller authorises MASTERRIND to receive such notifications of defects on its behalf. If the Buyer fails to notify immediately, the animals shall be deemed approved, despite deviations from the agreed condition.

#### 4.2 Reporting of damage in transit

Visible damage to animals in transit shall be noted by the Buyer on the delivery note, which shall be handed back to the carrier for reporting purposes, and shall be reported without delay to MASTERRIND and additionally to the Seller. If these reports are not made, or with undue delay, the animals shall be deemed to be healthy and properly delivered.

## **5. Payment of the purchase price, set-off**

### **5.1 Due date for payment**

When the purchase contract is concluded, the purchase price plus any commission fees, ancillary costs and value-added tax at the statutory rate (final price to the Buyer) shall be due immediately and shall be paid within ten days at the latest, unless different payment terms are agreed.

### **5.2 Rights of set-off and retention**

MASTERRIND may set off its claims to payment against claims of the other party to the contract. The Seller and the Buyer have rights of set-off and retention only to the extent that their claim is undisputed, proven, or has been established by a final court decision.

## **6. Extended and broadened retention of title**

### **6.1 Scope of the retention of title**

MASTERRIND retains ownership of the sold animals until full payment of all present and future claims (referred to hereinafter as the “secured claims”) arising from the purchase contract and any ongoing business relationship between MASTERRIND and the Buyer.

### **6.2 Impairment of Seller’s rights**

The animals which are subject to retention of title may not be pledged or assigned as security to third parties before full payment of the MASTERRIND’s secured claims. The Buyer shall inform MASTERRIND immediately in writing if and insofar as third parties seize or confiscate the animals belonging to the Seller.

### **6.3 Enforcement of secured title**

If the Buyer acts in breach of the contract, in particular by failing to pay the purchase price due, MASTERRIND has the right to withdraw from the contract in accordance with statutory regulations and to demand the return of the goods on the basis of its retention of title. If the Buyer fails to pay the purchase price due, MASTERRIND may assert these rights only on condition that it set the Buyer a reasonable deadline for payment, to no avail, or statutory regulations obviate the need to set such a deadline.

## 6.4 Right of the Buyer to resell/process

The Buyer is authorised to resell and/or to process the animals subject to retention of title in the ordinary course of business. In such a case, the following additional provisions shall apply:

### 6.4.1 Combination, mixing, processing

The retention of title extends to the full value of the products or fruits (offspring) that ensue from processing, mixing or combining the animals, whereby MASTERRIND shall be deemed to be the producer. If third parties retain their ownership rights when the retained-title goods are processed, mixed, combined or used in usufruct with third-party goods, then MASTERRIND shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods, or of the goods used in usufruct. For the rest, the same principles shall apply to the ensuing product or the offspring produced as apply to the animals delivered under retention of title.

### 6.4.2 Assignment of the Buyer's claims to the Seller

As security, the Buyer hereby assigns to MASTERRIND any and all receivables arising against third parties from the resale of the animals, the products or the offspring, in total or to the amount of any co-ownership share on the part of MASTERRIND pursuant to the preceding sub-section, as applicable. MASTERRIND accepts this assignment. The duties of the Buyer as specified in section 6.2 above shall also apply to the assigned receivables.

### 6.4.3 Buyer's power to collect

In addition to MASTERRIND, the Buyer retains its power to collect the receivable. MASTERRIND shall not collect the receivable as long as the Buyer complies with its duties to pay vis-à-vis MASTERRIND, does not default on payment, no application is made to open insolvency proceedings, and there is no other deficiency in its financial standing (e.g. rejection of direct debits). However, if one of the latter cases arises, the Buyer shall notify MASTERRIND of the assigned receivables and the respective debtors, provide all details needed to collect the receivables, surrender the relevant documents and inform the debtors (third parties) of the assignment. Whatever the case, the authorisation to collect and the right to sell, process, mix or combine the animals, and the ensuing products or fruits (offspring), shall cease to apply when an application is made for insolvency proceedings to be opened against the assets of the Buyer, but no later than a court order for debtor protection, creditor protection, or other security or enforcement measures relating directly or indirectly to the collateral or the claims assigned as security.

If, pursuant to these provisions, the Buyer has the right to collect receivables assigned to MASTERRIND, it shall keep collected funds strictly separate from its other assets and shall immediately use the funds obtained to settle its liabilities vis-à-vis MASTERRIND.

## 6.5 Assignment of compensation claims

In order to secure and all present and future receivables from the Buyer that accrue to MASTERRIND, the former shall assign to the Seller, as security, any claims it accrues against third parties due to damage or destruction or to misappropriation of the animals subject to retention of title, in particular any claims to damages or claims against insurers.

## 6.6 Duty to release

If the recoverable value of the securities provided exceeds the MASTERRIND's receivables by more than 10%, MASTERRIND shall release the surplus securities at its own discretion, if so requested by the Buyer.

## 6.7 Right to information

The Buyer shall provide MASTERRIND, at its first request, with the documents needed to determine the whereabouts of the animals (e.g. slaughter lists, traceability records, etc.).

# 7. Warranty claims of the Buyer

## 7.1 Required condition

The basis for MASTERRIND's liability for defects is the concluded agreement on the condition of the animals, or the product description in the MASTERRIND catalogue, if incorporated as an integral part of the contract. No responsibility is accepted for public statements by the producer of the animals being sold.

## 7.2 Time limit for reporting defects

Any defects in animals that are not already evident on delivery must be reported to MASTERRIND by the Buyer in writing and without delay, but no later than the deadlines specified in Section 8 below. Any other defects that could not be established by a proper incoming goods inspection within the meaning of Section 4 of these Terms must be reported to MASTERRIND without delay, but within no more than three working days after their discovery. The deadline is met if the notification of defects is sent in a timely manner. If the Buyer fails to carry out the proper inspection and/or report a defect in a timely manner, MASTERRIND shall not accept any liability for the unreported defect.

## 7.3 Replacement delivery

If the delivered animal is defective, the Buyer may first demand that an animal free of defects be delivered in order to remedy the defect (replacement delivery). MASTERRIND shall bear any expenses required to remedy the defect, in particular any transport, travel, labour and material costs, provided a defect actually exists. However, if the Buyer's request to remedy a defect proves to be unjustified, MASTERRIND may demand that the Buyer reimburse the costs incurred.

#### 7.4 Recision from contract, reduction in price

If the remedy of defect fails or if a reasonable deadline set by the Buyer for remedy of defect has expired to no avail, the Buyer may withdraw from the purchase contract or reduce the purchase price. However, there is no right of withdrawal if the defect is insignificant.

#### 7.5 Damages

MASTERRIND shall be liable for damages, regardless of their legal basis, only in cases of wilful action or gross negligence.

In the case of simple negligence, MASTERRIND shall bear liability only for damages arising from injury to life, body or health, and for damages arising from a material breach of contract; in such cases, however, the liability borne by MASTERRIND or the Seller shall be limited to compensation for foreseeable, typical losses.

#### 7.6 Non-applicability of liability limitation

The above limitations of liability do not apply if MASTERRIND has maliciously failed to disclose a defect or has provided a guarantee for the condition of the animals, or if MASTERRIND bears liability for injury to body, health or life.

#### 7.7 No compensation for damages

Claims to damages are otherwise ruled out.

#### 7.8 Right to inspect

The Buyer shall send samples of the defective delivery to MASTERRIND and shall keep the defective delivery items ready for inspection by MASTERRIND.

### **8. Handling of warranty claims**

#### 8.1 Exclusion of claims

Unless expressly agreed otherwise in writing, MASTERRIND shall only be liable for compliance with the condition characteristics, as specified in Section 2 above, of animals in the respective sales lot, in accordance with Section 7 above and this Section 8. Further-reaching claims are ruled out.

#### 8.2 Liability for catalogue details and parentage

If the Buyer proves by means of generally accepted genetic engineering methods that the parentage of a breeding animal or embryo differs from the details on the breeding certificate, it has the right to withdraw from the contract or to reduce the price, subject to the following terms:



### 8.2.1 Breeding animals

If the contract is rescinded, the Buyer shall be reimbursed the costs for the genetic analysis, as well as a feed allowance currently amounting to € 3 per day, for the period between receiving and returning the animal. The notification period is three months as from the transfer of risk.

### 8.2.2 Embryos

The Buyer is entitled to reimbursement of the inspection costs and to a reasonable reduction in the purchase price, namely

- by 15% in the case of a female bovine embryo and
- by 10% in the case of a male bovine embryo.

The notification period is twenty months as from the transfer of risk in respect of the parent animal.

## 8.3 Pregnancy

### 8.3.1 Lack of or extended pregnancy

In order to maintain its warranty rights, the Buyer must prove a lack of pregnancy or an extended pregnancy within a period of six weeks after the transfer of risk, in the case of non-pregnancy, and within ten days after the 295th day of pregnancy in the case of an extended pregnancy, and shall do so by means of a veterinary certificate.

### 8.3.2 Non-pregnancy

If a non-pregnancy is alleged, certification that calving can be ruled out must be obtained from the veterinarian. The Buyer has the right to send the animal to slaughter, when ordered by MASTERRIND, and is entitled to the difference between the final price to the Buyer and the slaughtered animal's meat value, plus a feed allowance currently amounting to € 3 per day from the date of risk transfer to the slaughter date.

### 8.3.3 Extended pregnancy

In the case of an extended pregnancy beyond the 295th day as from the last stated service date, the Buyer is entitled to a feed allowance currently amounting to € 3 per day as from the 295th day of pregnancy.

## 8.4 Incorrect veterinary certificates

If the Buyer proves by means of an official veterinary certificate that official or other veterinary certificates accompanying the animal were incorrect, MASTERRIND must be notified thereof in writing within ten days after the transfer of risk, for forwarding to the certifying veterinarians.

#### 8.5. Mating and insemination by male breeding animals

No liability for mating inability and/or infertility of breeding bulls shall be accepted unless MASTERRIND or the Seller maliciously failed to disclose this defect, or provided a guarantee of mating ability and/or fertility. If the Buyer has a written agreement with MASTERRIND that compensation shall be paid in the event of mating inability or infertility of breeding bulls, the Buyer shall notify MASTERRIND in writing of the mating inability or infertility by presenting a written veterinary certificate, within six weeks after the transfer of risk in the case of non-mating, and within four months after the transfer of risk in the case of infertility.

The compensation to which the Buyer is entitled in the case of a justified complaint is 80% of the difference between the hammer price, excluding ancillary fees (net final price to the Buyer) and the meat value of the slaughtered animal.

#### 8.6 Anatomical infertility of female breeding animals

If the Buyer proves by means of a veterinary certificate that the animal is anatomically unfit for breeding (e.g. a chimera, hermaphrodite or freemartin), compensation shall be as follows:

##### 8.6.1 Dairy breeds

The Buyer is entitled to reimbursement of the final purchase price for all dairy breeds. The animal shall remain with the Buyer as compensation for rearing and inspection costs.

##### 8.6.2 Beef cattle breeds

In the case of animals from a beef cattle breed, the Buyer has the right to rescind the contract. It shall also be granted a feed allowance, currently amounting to € 3 per day, as from the risk transfer date until the date on which the defect is discovered. The notification period is 27 months as from the transfer of risk; the above claims to compensation shall lapse if notification is not made in due time.

#### 8.7 Concealed congenital defects

If the Buyer proves by means of a veterinary certificate that an hereditary defect has been surgically concealed, it has the right to rescind the purchase contract. It shall also be granted a feed allowance, currently amounting to € 3 per day, as from the risk transfer date until the date on which the defect is discovered. The notification period is seven days as from the transfer of risk.

#### 8.8 Udder health

Udder defects must be notified to MASTERRIND without delay and in the form of veterinary certificates. The maximum notification periods are as follows:

Three days as from the transfer of risk in the case of calved cattle, ten days as from calving in the case of pregnant cattle, but no more than 45 days as from the transfer of risk.

In the event of proven defects, the Buyer is entitled to the following purchase price reductions:

- milk produced by only three teats: 15% of the hammer price,
- milk produced by only two teats: 20% of the hammer price.

Other udder defects (e.g. fistula, milk duct fused with a teat): the amount of reduction shall be set by MASTERRIND and shall be between 10% and 30% of the hammer price.

#### 8.9 Milk flow

If the Buyer proves, by means of a written certificate issued by its milk supervisory body, that the milk flow in a milkability test conducted in accordance with ADR rules is less than the 1.8 kg per minute average milk yield for an animal sold as calved, it is entitled to a reduction in the purchase price:

- by 15% of the hammer price if the average milk yield is between 1.8 and 1.5 kg per minute,
- by 30% of the hammer price if the average milk yield is between 1.5 and 1.2 kg per minute.

If the average milk yield is less than 1.2 kg per minute, it has the right to rescind the purchase contract or to claim a greater reduction in price.

The notification period is ten days as from the transfer of risk.

#### 8.10 Differences in the weight of productive livestock

Differences in the weight of productive livestock over and beyond the agreed condition must be reported without delay. The Buyer is entitled to a compensatory payment for the weight difference in excess of 5%, multiplied by the respective price per kg deadweight at the Verden cattle trading location on the date of sale.

#### 8.11 Pregnancy of livestock for fattening

If female livestock has been pregnant, this must be proved by means of a veterinary certificate immediately after becoming known. The Buyer has the right to rescind the purchase contract and is entitled to a feed allowance currently amounting to € 3 per day.

#### 8.12 Unfitness for human consumption

If beef cattle are totally or partially unfit for human consumption, the Buyer has the right to reduce the price of the respective animal by € 3 per day until expiry of the waiting period. If the animal is totally and permanently unfit for human consumption, the Buyer has the right to subsequent delivery and to reimbursement of feed costs of € 3 per day.

## **9. Limitation**

In derogation from Section 438 (1) No. 3 of the German Civil Code (BGB), the general limitation period for claims arising from material and legal defects is one year as from the end of the year in which the transfer of risk occurred. If acceptance procedures are agreed, the limitation period begins upon acceptance.

The above limitation periods in the law governing the sale of goods shall apply also to the Buyer's contractual and non-contractual claims to damages in respect of a defect in the animals, unless application of the normal statutory limitation of actions would result in a shorter limitation period in the specific case. The statutory limitation periods shall apply exclusively to the Buyer's claims to damages pursuant to sub-section 7.5 of these Terms.

## **10. Data privacy**

MASTERRIND has the right to store data about its customers on computer equipment and to process and use said data for its operational purposes in accordance with statutory regulations.

## **11. Special features of commission transactions**

### **11.1 Retention of title**

The seller whose animals MASTERRIND sells in its capacity as Commission Agent shall retain ownership of the animals until all present and future claims arising from the purchase contract, and from any ongoing business relationship between it or MASTERRIND and the Buyer, have been paid in full.

Clause 6 shall apply mutatis mutandis, subject to the proviso that the Seller takes the place of MASTERRIND. It authorises MASTERRIND to assert in its own name all its rights and claims arising from the extended retention of title and from the assignment by way of security.

### **11.2 Warranty claims**

Clause 7 and Clause 8 shall apply mutatis mutandis, subject to the proviso that the Seller takes the place of MASTERRIND. It authorises MASTERRIND to assert all its rights and claims in its own name and shall reimburse MASTERRIND any expenses incurred by the latter due to warranty claims asserted by the Buyer.

## **12. Other special features of auctions**

### **12.1 Auction rules, fees**

The auction rules printed in the auction catalogue and the applicable MASTERRIND fee schedule shall apply to all MASTERRIND events. MASTERRIND has the right to make changes to the auction procedure.

## 12.2 Liability for damages

The instructions given by MASTERRIND staff must be obeyed at all MASTERRIND auctions. Each participant (i.e. any person who is at the auction/event on the site of the auction or event in order to buy or sell cattle or to obtain information about the cattle on offer and about sales of cattle) shall bear liability for any damages caused by them, by their vicarious agents or intermediaries (in particular their herdspeople), or by their animals and for any damages caused by non-compliance with instructions issued by MASTERRIND staff.

## 12.3 Bound by bid

Each bidder is bound by their bid. Withdrawing a bid or from a contract is permitted only if expressly agreed, or expressly permitted by statutory regulations.

## 12.4 Conclusion of contract, transfer of risk

A purchase contract is concluded on acceptance of a bid at auction, the contract is otherwise concluded on acceptance of an offer. The risk and liability for the animals sold shall pass to the Buyer on conclusion of the contract.

## 12.5 Removal

Removal of the animals by the Buyer is permitted only if MASTERRIND has given its consent, which may be refused until full settlement of all claims accruing to MASTERRIND from its business relationship with the Buyer.

## 12.6 Commission agent acting in own name

MASTERRIND has the right to take over the animals itself in a capacity as Buyer (commission agent acting in its own name).

## 12.7 Enforcement of all claims by MASTERRIND

The Seller and the Buyer authorise MASTERRIND to enforce all claims arising from the purchase contract vis-à-vis the respective other party to the contract. MASTERRIND has the right but not the obligation to bring court actions itself in order to assert claims in the name of one of the parties against the respective other party to the contract.

## 12.8 Messenger function

The condition of the animals as agreed upon in Section 2 above is agreed directly between the Seller and the Buyer. MASTERRIND is only a messenger in this respect.

## 12.9 No insurance by MASTERRIND

Any animals marketed via auctions are not insured by MASTERRIND; the Seller and the Buyer must each ensure themselves that the animals are adequately insured. The Buyer and MASTERRIND may agree in a separate written agreement, in return for

payment, that MASTERRIND share in risks to the extent specified in the separate agreement.

### **13. Governing law**

These Terms and all legal relations between MASTERRIND and the Customer, and all transactions arranged by MASTERRIND as a commission agent or broker are governed exclusively by the laws of the Federal Republic of Germany, under exclusion of all international and supranational regimes governing contractual law, in particular the UN conventions relating to the international sale of goods and any treaties for determining the governing law.

### **14. Place of jurisdiction**

The place of performance and jurisdiction for all claims and disputes arising from the business relationship with us is Verden, Germany. The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of the CISG and all standards/conventions of international private law. However, MASTERRIND shall also be entitled to take legal action at the customer's general place of jurisdiction.

The above place of jurisdiction shall also apply to any proceedings relating to bills of exchange and cheques as well as tortious, quasi-tortious and other statutory claims/rights.

### **15. Severability clause**

Should any of the above provisions be or become invalid, this shall have no effect on the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced by one that comes closest to what the Parties would have agreed, on the basis of rational commercial judgement, if they had been aware of the invalidity or unenforceability of the provision. The same principle shall apply mutatis mutandis to any supplementary interpretation of the contract,