

Terms and Conditions of Purchase

1. The Terms and Conditions of Purchase of HENRY LAMOTTE FOOD GmbH (Purchaser) are intended exclusively for use with business firms. They apply exclusively for all orders placed by the Purchaser and for all contracts concluded with the Purchaser. Terms and conditions of the Seller which deviate, contradict or supplement the same shall only apply if the Purchaser has expressly consented to such terms in writing. The Terms and Conditions of Purchase shall also apply if the Purchaser, in knowledge of contradictory or deviating terms of the Seller, accepts delivery from the Seller without reservation.
2. The price shown in the order of the Purchaser shall be binding. The Purchaser shall not bear any further costs. In the case of money transfers involving foreign countries, the Purchaser shall only bear the bank charges which arise in the Federal Republic of Germany. The Purchaser shall be entitled to exercise rights of set-off and retention within the scope permitted by law.
3. Should the Seller fail to comply with shipment and loading instructions issued by the Purchaser and damage occur as a result thereof (for example higher freight costs, customs duties or new restrictions on imports to the detriment of the importer or such like), the Seller shall reimburse the Purchaser the additional expense.
4. The order of the Purchaser relates to healthy goods of the usual trade standard and of the indicated quality. Foods and their labelling must comply with all relevant German provisions, including any quality / or marking provisions. The Seller shall bear the responsibility for any damage from defects, including any consequential damage of the defects, which occurs in connection with the delivery of defective goods. The Purchaser shall be entitled to the legal warranty claims without any deduction. The limitation period for legal or material defects shall amount to three years and shall commence with the delivery. The right to claim damages, in particular to claim damages in place of performance, remains expressly reserved.
5. Cases of force majeure shall entitle the Purchaser – regardless of its other rights – to cancel the contract, either in whole or in part, where they are of not insignificant duration. Cases of force majeure shall include e.g. war, riot, unrest, import and export restrictions, official measures, interruptions in operations for which the party is not responsible, strike, lockouts, interruptions of the traffic routes, natural catastrophes such as e.g. extraordinary heat, wetness or frost periods and other events which make it impossible or unreasonable for the Purchaser to perform the contract.
6. In the first priority, the provisions of these General Terms and Conditions of Purchase of the Purchaser shall apply. If and in so far as these contain no provisions, the following shall apply by way of supplementary provisions of the General Terms and Conditions of Business of the Waren-Verein der Hamburger Börse e.V., Hamburg [Association of the Foreign and Wholesale Trade]. The Seller shall, upon request, receive a copy of the relevant terms and conditions from the Purchaser and expressly agrees to their application. In the lowest priority, if and in so far as the provisions in accordance with sentences 1 and 2 do not apply, the law of the Federal Republic of Germany shall apply.
7. All legal disputes arising from or in connection with the business relationship shall be decided by a court of arbitration, namely on the basis of the Rules of Procedure of the Waren-Verein der Hamburger Börse e.V., Hamburg [Association of the Foreign and Wholesale Trade]. The Seller shall, upon request, receive a copy of the relevant terms and conditions from the Purchaser and expressly agrees to their application. The Purchaser reserves the right, at its option, to submit the dispute to an ordinary court of justice. In the event of normal legal proceedings being chosen, the exclusive court venue shall be Bremen provided the Seller maintains a commercial business. Should the Seller wish to sue the Purchaser, it must first give the Purchaser the opportunity of exercising its option. At the request of the Seller, the Purchaser shall exercise its option prior to the institution of legal proceedings. Should the Purchaser fail to exercise its option or to exercise the same within 7 days following receipt of the request of the Seller, the dispute shall be decided in accordance with Clause 7, 1st sentence by a court of arbitration.
8. In its business relationships, Henry Lamotte Food GmbH places great value on compliance with fundamental social standards and responsible dealings with natural resources. These fundamentals have been put together in the code of conduct of the Business Social Compliance Initiative. Henry Lamotte Food GmbH expects the Supplier to comply with these fundamentals.