



1. All eggs delivered on kg basis are weighted at the customer. In the case of disputes arising from differences, the customer's weight shall be used for invoicing.
2. Unless otherwise agreed, the invoice to be sent to us always goes to Egg Center Germany GmbH, Schwalbenstrasse 1, D-49459 Lembruch, or rather to Global Ovo Trade GmbH, as you can see clearly on the order confirmations. The terms and conditions set out in the purchase/confirmation confirmations and items are binding if the contractor/client has not made a written objection within 24 hours.
3. Since our written orders are always based on an industry-specific telephone arrangement, the order is only a written confirmation of the previously confirmed telephone confirmation. The receipt of the order is acknowledged with the fax or mail confirmation and therefore does not need to be confirmed. Should legal disputes arise, German law will in principle apply.
4. Ungraded eggs/ Eggs for Industry/B-Grade Eggs/Eggs good for separation are always bought by us on a **price per Kilogram (kg)**.  
If not, it will be especially written on the confirmation from us, that there is another agreement on prices per piece.
5. Unless otherwise agreed, we shall work according to the latest version of Incoterms. That means:
  - FCA** in the **sales confirmation** (order from the customer) assumes your full meaning from the respectively valid Incoterms
  - FCA** in the **confirmation of purchase** (order to supplier) means that the seller of the goods assumes full responsibility for the correct loading of the goods on the vehicle provided by the purchaser and has to prevent them from slipping and falling. The property shall be transferred to the buyer only after the consignment note has been signed by a recipient of the goods commissioned by Egg Center Germany at the destination after the goods have been unloaded. Until then, all risks of transportation and unloading will be borne by the seller. The driver of the freight forwarder employed by ECG shall only record for the duly accepted quantity, not for whether the goods are well or badly loaded. When loading in tankers, the relevant cleaning certificate must be checked and a loading carried out only if it is found to be in order.
  - DAP** in the **sales confirmation** and **DAP** in the **purchase confirmation** will be taken fully from the respectively valid Incoterms.



6. Payments are always made after 30 days after the goods are delivered by the supplier, net cash and upon presentation of all documents relevant to the settlement. The invoice issuer shall always ensure that an invoice is provided which contains all necessary legal information, as well as all the information required to initiate a payment, to Egg Center Germany GmbH / Global Ovo Trade GmbH. Otherwise, this invoice will not be processed until the corresponding data are available
7. If payment is desired within 10 days, we will deduct 2% discount and within 14 days 1% discount.
8. Industrial products must always have an average weight of at least 58 grams per egg. If this is not the case, the entire lot will be billed as B-Grade at the B-Grade price.
9. Delivery times agreed in the purchase contract must be adhered to. If this is not the case, the truck will be unloaded after consultation with the customer, if the time is for this.
10. If a lot is not delivered according to agreement on a particular day, the costs incurred by the customer will be charged to the supplier
11. If goods are delivered on containers or plastic trays, ECG is not responsible for their whereabouts or returns.
12. In principle, goods ordered by us are to be delivered to CDL, Leopack or Hartmann Trays
13. The eggs delivered to us must be packed into 6 trays in stacks, as it is not possible for other processing companies to process other stacks. In the case of other packing, costs will be borne by the supplier.
14. Quality requirements

Industrial raw materials:	B-Grade
Thin-skinned	Dirty
Not dirtily	glum eggs without open breakage
No open breakage	
No rotten eggs	
No moldy eggs	
No vermin	



- 13a. The air cell at B-Grade and also industrial goods as well as sorted goods may not be used never be more than 6 mm. The eggs are basically not older than 10 days after day of lay and should always have a La Roche value of 12+.
15. The eggs delivered must always be packed in such a way that they can be packaged by an automatic de-stacker, and they can be stored in a cold store for at least 4 weeks.
16. Refrigerated eggs are not accepted
17. Eggs with any kind of medicinal residues, dioxins or nitrofen as well as other residues of plant protection products are not accepted in principle
18. Should eggs be delivered in accordance with Article 15 and 16, the Supplier shall be held responsible for the resulting consequential damages.
19. If large eggs are supplied on delivered trays with industrial goods, this lot is billed as B- Grade.
20. The delivered eggs are checked visually at the entrance. Obvious defects can be displayed within 24 hours. Hidden faults, as well as separating capability of industrial goods can be displayed up to 96 hours after delivery.  
In the case of liquid egg products, the goods are sampled before discharge. The supplier agrees with the results of this sampling and accepts this result. If the result does not meet the requirements of the purchasing specification (declaration on the purchase confirmation), the goods are denied.
21. Complaints must be submitted within 24 hours. Should this truck be rejected as well, a cover purchase will be carried out at another supplier. This is also the case if the supplier does not deliver a new product within 24 hours for a complained lot. Any resulting costs must be borne by the Supplier.

Of course, we always try to keep the damage as low as possible.

22. We generally calculate the following tare weight for goods which is charged for weight from:  
(for pallets weight incl. Intermediate layers)

Raw Tray

Number / Simple Trays

Number / Double Trays



Container 5400	180 / 13,00	210 / 15,00
Pallets 10800	420 / 34,00	480 / 37,00
Container 4300	144 / 10,50	162 / 11,50
Pallets 8640	336 / 28,00	384 / 31,00
Pallets 11880	460 / 41,00	

B-Grade products	Number / Simple Trays	Number / Double Trays
Container 5400	180 / 13,00	210 / 15,00
Pallets 10800	420 / 35,00	480 / 38,00
Container 4300	144 / 10,50	162 / 11,50
Pallets 8640	336 / 29,00	384 / 32,00
Empty Europallets weigh 23 Kg		

23. If rotten or moldy goods are delivered, this will be processed to pet food egg product, if you not pick up again within 24 hours, and settled on the relevant daily rate. This also applies to liquid egg products. If the goods are reclaimed and no actions are taken by the seller to return the truck, Egg Center Germany GmbH will seek a solution to keep the damage as low as possible. If this leads to an immediate processing of the goods at a lower value, the seller already declares himself to agree.
24. The gross weight for deliveries must be checked by the supplier, even if this delivery is carried out by a forwarder. Subsequent complaints will not be accepted.
25. If eggs are not properly marked on the pallets, or if not stamped goods are delivered, we will pass any possible penalties to the supplier in case of problems with authorities. Delayed discharges are also at the expense of the supplier due to missing markings.
26. Should we have to print labels for the supplier, the costs will be debited to the supplier. The supplier has to send these to us within 4 hours after unloading the goods and complaining of the missing labels. After this, we will ensure labeling at the expense of the supplier. Should, however, errors occur in our labeling due to missing information, any fines will be forwarded to the supplier.
27. It is not allowed to deliver to our customers incubated eggs.



28. Should pallets be in such a bad condition that they could fall over within 14 days or threaten to be overturned due to poor packing, they will be repacked at the supplier's expense or the supplier will exchange the goods within 24 hours.
29. If delivered goods are reclaimed by the recipient, and the supplier is not satisfied with the complaint, we will commission a neutral person to assess the goods. The supplier bears the costs if it becomes apparent that the complaint is justified. In the case of egg product is the neutral person of the staff of the laboratory of the customer.
30. If a driver of a supplier makes the unloading of a truck himself, then he is also responsible for any damage to the goods. The resulting damage is deducted from the invoice.
31. A supplier declares in principle that any claims by ECG to the supplier in case of invoice payments to the supplier are deducted.
32. The eggs delivered must comply with the relevant EC Directives
33. If we buy FCA, the supplier is responsible for a correct loading of the goods. This also applies in the event that the driver has to load the truck himself at the supplier's request. If a supplier is unable to load the goods on the vehicle we have provided at the agreed time, ECG is entitled to charge a daily lump sum of € 500 to the supplier.
34. When we buy DAP delivered, the supplier is responsible for proper loading. The eggs must be loaded so that the goods can be unloaded without problems. If this is not possible, the pallets are packaged at the expense of the supplier. Should pallets have been approached during loading, the fraction of the goods which has been broken will be deducted from the invoice. This also applies to damage caused by the breakage, such as heavily polluted other eggs
35. Point 32 also applies to pallets which have been sacked during the shipment.
36. Europallets will be exchanged from the end loader if you are of normal quality. Should pallets become unusable, you will not be traded. This decision is the responsibility of the end loader. Should pallets not be exchanged with one of our customers, these can be charged to us after consultation with 5 € per pallet. A higher price is not accepted.



37. Eggs ordered by us are to be supplied in principle in non-refrigerated or heated thermal trucks. If this is not the case, the acceptance may be refused and a subsequent delivery may be requested.
38. Should a stable or the company be closed of the supplier after our order on account of a reason at all, the supplier is responsible for the procurement of the product of another supplier. If the supplier does not make so, ECG will do this and the supplier shall be liable for any costs incurred
39. If we order eggs for boiling, we mean eggs of young hens, the shell of which is firm and without hair-cracking.
40. If goods are not delivered on time as ordered, ECG shall be entitled to charge incurred costs to the supplier and, if necessary, to carry out a cover purchase at the expense of the supplier.

Likewise, Egg Center Germany GmbH is in principle entitled to store goods which it has purchased for the avoidance of costs, insofar as there are complaints of the goods, the clarification of which takes a long time. Egg Center Germany GmbH will then properly store the goods, and even if there is a risk that the goods will continue to be spoiled or damaged in the short term, the goods will be processed accordingly. If the supplier is subject to price reductions, the supplier herewith declares his agreement. However, Egg Center Germany GmbH will inform the supplier about this step in advance. If the supplier does not react adequately, Egg Center Germany GmbH is responsible for the damage caused by the delivery.

41. ECG is in principle possible to postpone delivery dates appropriately after consultation with the supplier.
42. Suppliers of Egg Center Germany generally agree that Egg Center will carry out offsetting, provided that supplier invoices and output statements from Egg Center can be compensated. This also applies in the event that the supplier has previously encountered Egg Center as a customer and does not fulfill his payment obligations. Egg Center can then settle with previous deliveries.
43. KAT Ware: the current KAT guidelines are part of the contract.



*Global Ovo Trade GmbH*



**Purchasing specifications of Egg Center  
Germany GmbH and Global Ovo Trade  
GmbH,**

Stand 01.01.2021

44. Only eggs are accepted, which, the current regulations of the European Union and the respectively valid marketing standards. This also applies to labeling requirements, forms of holding and all other conditions prescribed by the legislature.
  
45. This specification is constantly being expanded. This means that every customer / supplier is obliged to keep up-to-date on innovations.