

General Terms and Conditions of Sale and Delivery of Horst Bode Import-Export GmbH for Business to Business

(Status 31.03.2025)

Art. 1 Scope, Conditions of Business of Waren-Verein der Hamburger Börse e.V.

(1) These General Terms and Conditions of Sale and Delivery (hereinafter referred to as "General T&Cs of Sale and Delivery") of Horst Bode Import-Export GmbH (hereinafter referred to as "we/us" or "Seller") apply exclusively with respect to businesses within the meaning of Section 14 *BGB* [German Civil Code] i.e. natural persons or legal entities, that, in respect of the purchase of goods, are acting in the performance of their commercial or independent professional activities (hereinafter referred to as "Customer" or "you").

(2) The General T&Cs of Sale and Delivery apply to all contracts concluded between the Seller and the Customer for the delivery of goods, whether through the Seller's online shop (hereinafter referred to as "Online Shop") or based on other orders of the Customer. Differing terms and conditions of purchase or other differing terms and conditions of the Customer shall not apply unless the Seller has expressly acknowledged them in writing. The Seller's silence regarding such differing terms and conditions shall in particular not be deemed acknowledgment or consent, also not in the case of future contracts.

(3) In addition to these General T&Cs of Sale and Delivery, the Conditions of Business of Waren-Verein der Hamburger Börse e.V., which you can view at https://waren-verein.de/wp-content/uploads/2020/04/Gesch%C3%A4ftsbedingungen-DE_200408.pdf and which we will be pleased to send you free of charge at any time on request, shall apply subordinately in the case of an inconsistency with our General T&Cs of Sale and Delivery.

Art. 2 Contract party

Contract party is Horst Bode Import-Export GmbH, Havighorster Weg 6, D-21031 Hamburg, Managing Director: Frank Bode, Register of Companies HRB 53094, registered office of the GmbH: Hamburg. VAT ID number: DE 154 233 667. Organic products pursuant to the EEC control system control code: DE-ÖKO-003.

Art. 3 Offers and conclusion of contracts

(1) The presentation of goods in our Online Shop or otherwise on our website and in our price list does not constitute an offer of a purchase contract but is only a non-binding invitation for the Customer to order goods and is, therefore, subject to change and not binding.

(2) Ordering process and conclusion of purchase contracts in the Online Shop

- a. The Customer can add goods to its virtual shopping basket by clicking the shopping basket button or "Add to Basket". Before placing the order, the Customer has the opportunity on a displayed web page to identify and

correct input errors before making the contract declaration or to cancel or delete input. By clicking the "Confirm Purchase" button, the Customer places a binding order for the goods contained in the shopping basket. The order can, however, only be made and sent if the Customer has accepted these General T&Cs of Sale and Delivery by ticking the box "I have read and understood the General T&Cs of Sale and Delivery and the privacy policy and agree to the validity of the General T&Cs of Sale and Delivery and the processing of my data pursuant to the privacy policy" and has thereby included them in the Customer's order. By ordering the requested goods online, by selecting and submitting the information to be completed in full in the order screen, the Customer makes a binding offer to conclude a purchase contract with us.

- b. After ordering in our Online Shop, the Customer shall immediately receive an automatic confirmation of receipt by e-mail. This confirmation of receipt does not constitute our acceptance of the offer but is intended to inform the Customer only that we have received the Customer's order.

(3) A purchase contract both for orders through our Online Shop and outside the Online Shop shall only be concluded with us when we acknowledge the order to the Customer by order confirmation or accept the order by delivery of the ordered and deliverable goods. The text of the contract (comprising the order, General T&Cs of Sale and Delivery and order confirmation) shall be sent to the Customer in the order confirmation or in a separate email but at the latest upon delivery of the goods on a durable medium (e-mail or hardcopy) (confirmation of contract). The text of the contract shall be stored while maintaining data protection (see Art. 16 of these General T&Cs of Sale and Delivery).

(4) We are only obliged to deliver from our own stock (obligation to deliver from stock). Assumption of a procurement risk or a procurement guarantee is also not based solely on our obligation to deliver an item which is defined solely by its class. If, at the time of the Customer's order, there are no available specimens of the product selected by the Customer, we shall notify the Customer of this in the order confirmation, in so far as this can already be determined at that time. The Customer is aware that in individual cases the non-deliverability of articles can arise only after the order confirmation has been sent. In such case, we shall send the ordered goods without the non-deliverable articles at that time unless the Customer has indicated "only deliver complete" in the designated box when ordering in the Online Shop, in which case a purchase contract shall not be concluded. A subsequent delivery shall not be made in any case. The Customer may have to reorder articles that cannot be delivered with the next order.

(5) Unless otherwise agreed, delivery shall be made to the delivery address specified by the Customer.

(6) The customer is aware that a certification of our company according to certain quality standards (in particular GFSI standards: IFS, BRC, FSSC22000) does not necessarily require the certification of our suppliers according to the same or a comparable standard and that accordingly the products delivered by us may at least partly also originate from suppliers who are not certified accordingly.

By concluding his purchase, the customer therefore agrees that we may also supply him with products from those of our suppliers who meet the requirements of a GFSI standard (IFS, BRC, FSSC22000) but are not certified accordingly.

Art. 4 Prices and shipping charges

(1) Prices specified in the Online Shop or brought to the Customer's attention in any other form are deemed subject to change in € (euro), unless expressly stated otherwise, and exclude value added tax. This shall be invoiced separately at the respectively valid rate according to respectively applicable provisions of tax law.

(2) Prices shall apply, unless other arrangements have been confirmed in writing, ex works or ex warehouse of the Seller (EXW Incoterms 2020) excluding packaging and shipping charges (see paragraph (4) below) and other additional/associated costs (e.g. customs duties, other fees). Shipping charges shall be added to the Customer's shopping basket in the case of an order through the Online Shop, where delivery is in the Federal Republic of Germany, itemised and indicated, before the Customer completes the order. In the case of an order outside the Online Shop, the shipping charges shall be itemised and indicated in the order confirmation.

(3) Any discounts specified in the Online Shop shall not apply to articles where special customer conditions have been agreed with the Customer.

(4) The following provisions apply in respect of charges for shipping:

- a. Nationwide delivery: the minimum order value per order for nationwide delivery free domicile is **€ 300.00**.
- b. Otherwise, we charge the following shipping flat rates for deliveries within the Federal Republic of Germany:
 - order value up to € 200.00 = € 25.00
 - order value € 200.00 - € 300.00 = € 15.00

Telephone notification for delivery by freight forwarder: € 2.50 per order

- c. Island surcharge: the above flat rates are charges for mainland deliveries. A surcharge shall be incurred in principle for deliveries to islands. We shall inform you of this surcharge on request or in the order confirmation.
- d. For deliveries outside the Federal Republic of Germany, we shall inform you of applicable shipping charges on request and in the order confirmation.

(4.2) Delivery by parcel service provider:

- a. Nationwide delivery: The minimum order value per order for nationwide free delivery is € 100.00.

- b. Otherwise, we charge the following flat shipping rates for deliveries within the Federal Republic of Germany:
- Order value up to € 99.99 = Nationwide delivery € 3.90 / Europe-wide delivery € 5.90 per package à max. 31kg.
 - A maximum of 2 parcels of 31 kg each will be shipped per order. Quantities exceeding this will be shipped by a forwarding agent.
- c. Not all items can be sent by parcel. Items that are suitable for parcel delivery are marked with the parcel symbol.
- d. Island surcharge: The aforementioned flat rates are costs for mainland deliveries. A surcharge for deliveries to islands always applies. This amounts to 12 euros per parcel and is stated in the order confirmation. If payment is made via Paypal in the shop, we will invoice the amount afterwards.

(5) We shall have the right at our reasonably exercised discretion (Section 315 BGB, subject to judicial review according to Section 315 (3) BGB) to increase the prices for our deliveries unilaterally where production costs, material costs and/or procurement/logistic costs (including Diesel surcharges), wage and ancillary wage costs, social security contributions as well as energy costs and costs due to legal requirements, environmental charges, currency regulations, changes in customs duties and/or other public charges increase if these have a direct or indirect impact on the costs of our contractually agreed deliveries and services and increase by more than 5% and if more than 2 months elapse between conclusion of the contract and agreed delivery/service. An increase as mentioned above shall be excluded if the increase in costs for individual or all of the above-mentioned factors is set off by a reduction in costs for other of the above-mentioned factors with respect to the overall cost burden for the delivery (cost balancing). If above-mentioned cost factors are reduced, without the reduction in costs being set off by the increase in cost factors other than those mentioned above, the reduction in costs shall be passed on to the Customer through a price reduction. If the new price based on our right to adjust prices as stated above is 25% or higher than the original price, the Customer shall have the right to rescind contracts not yet executed in full with respect to the part of the contract not yet fulfilled. The Purchaser can, however, assert this right only immediately after notification of the increased price.

Art. 5 Delivery

(1) Delivery time

- a. If the ordered goods are not delivered by a parcel service, delivery will be made by a forwarding agent. Delivery in each case to kerbside. Further details on this are provided in the order confirmation.
- b. As a rule, the delivery period is 2 to 3 working days from the date of loading (Saturday is not deemed a working day). Telephone notification by the freight forwarder shall extend the delivery period by at least one working day. Deliveries are not made on Saturdays and Sundays.

- c. Delivery times and delivery periods specified above are non-binding indications, which we shall endeavour to comply with. The same shall apply to any non-binding or approximate ("circa", "about", "... up to ... days" etc.) delivery times and delivery periods specified in the Online Shop or elsewhere on our website or through any other means. Binding delivery dates and periods must be identified and agreed as such expressly and at least in text form.
- d. According to c.) above, binding delivery periods shall begin upon receipt of the order confirmation by the Customer, subject to prior payment of the purchase price (except in the case of purchase on account, if admissible).
- e. If a delivery is not possible for reasons for which the Customer is responsible, especially because the Customer cannot be found at the specified delivery address, although reasonable notice of the delivery date was given, the Customer shall bear the costs of further delivery attempts.

(2) Delivery quantities

In individual cases, it may happen that we deliver quantities of an article which deviate by up to 10 % and automatically adjust the pricing calculation. We ask for your understanding of such delivery-related deviations.

(3) Delivery of goods requiring refrigeration

When ordering articles requiring refrigeration, it may happen that the order has to be delivered separated according to goods requiring refrigeration and normal goods by two freight forwarders.

Art. 6 Passing of risk, notice of defects and complaints in the case of transport damage

(1) The risk of accidental loss and accidental deterioration shall pass to you as soon as we have delivered the article to the freight forwarder, carrier or person or establishment otherwise entrusted with carrying out the shipment. This shall also apply if partial deliveries are made or the Seller has taken over other services (e.g. shipment).

(2) If shipment is delayed due to circumstances for which the Customer is responsible or shipment is made at the Customer's request at a later date than the agreed delivery date, the risk shall pass to the Customer from the date of notification of readiness for shipment for the duration of the delay. The Seller shall be obliged, at the Customer's request and expense, to effect the insurances requested by the Customer within reasonable and customary limits (e.g. against theft, breakage, transport and fire damage). The Seller shall have no obligation to obtain insurance beyond this. The Customer shall provide any cooperation required.

(3) The Customer shall inspect the goods immediately, at the latest within 24 hours, upon receipt if this is expedient in the ordinary course of business and, if a

defect is found, shall notify the Seller immediately. By negotiating any notices of defects, the Seller shall not waive the objection that the notice was not in due time, was unfounded in fact or otherwise insufficient. Notice must be given in text form (e.g. by e-mail). If the Customer fails to provide this notice, the goods shall be deemed approved unless it is a defect which was not identifiable during the inspection. If such a defect appears later, the notice must be given immediately after its discovery. Provisions of Section 377 HGB [German Commercial Code] going beyond this shall remain unaffected.

(4) Obvious damage sustained during transport or other defects identifiable already at the time of delivery must also be confirmed by the deliverer's signature on the respective delivery note and cartage note when taking delivery. The Customer shall ensure that a corresponding confirmation is provided. A copy is to be sent to us by e-mail or by fax. In this respect, the perfect condition of the foil-wrapped euro pallet is to be checked in particular immediately upon receipt of the goods. In addition, the damage is to be photographed and the photos provided to us as necessary. If you have granted us signature release authorisation, there shall be no entitlement to a refund in the case of damage to goods or missing goods. Damaged goods shall be disposed of or put to another use only after corresponding agreement with us.

Art. 7 Deposit articles, EURO exchange pallets, Deposit return Bananeira

(1) Some articles can only be delivered in deposit containers. After consultation, unless agreed otherwise, return transport is possible taking into account a minimum quantity of 40 crates. Art. 7 (3) of these General T&Cs of Sale and Delivery remains unaffected.

(2) As a rule, our deliveries are made on EURO pallets. Due to the existing deposit system, the Customer is obliged to return the corresponding number and adequate quality (quality A or B) upon collection or delivery. Otherwise, we are entitled to charge the Customer for the missing number of EURO pallets at the applicable price at the time. Further claims remain unaffected.

(3) Reusable packaging of the brands "Bananeira", "Bio&So", "Hierzulande", and "Unverpackt e.V." must be returned to Bananeira GmbH & Co. KG by the Customer at this own expense and in compliance with the relevant provisions of Bananeira GmbH & Co. KG, in their current version available under https://www.bananeira.de/images/download/Pfanderklaerung_Hochformat_30_1_1_2021.pdf.

Art. 8 Packaging size

The specified packaging sizes may change for production reasons.

Art. 9 Youth protection

Pursuant to the provisions of the *Jugendschutzgesetz* [German Youth Protection Act], we do not sell alcoholic drinks and foodstuffs, which contain spirits above negligible level, to Customers under the age of 18. We reserve the right to check that the Customer is of legal age.

Art. 10 Delivery subject to own receipt of delivery and force majeure

(1) If the Seller does not receive deliveries or services from its sub-contractors for the Seller to provide its deliveries or services due under the contract, despite due and sufficient stocking in terms of quantity and quality under its delivery or service agreement with the Customer, for reasons for which the Seller is not responsible, or they are incorrect or not in due time, or events of force majeure occur of significant duration (i.e. of longer than 14 calendar days), the Seller shall notify the Customer in writing or text form in due time. In such case, the Seller shall have the right to postpone the delivery for the duration of the obstruction or to rescind the contract in whole or in part for the part not yet fulfilled if the Seller has met its foregoing duty to provide information and has not assumed a procurement risk. Events of force majeure are in particular explosion, fire, flooding, war, civil unrest, government measures, labour disputes, pandemics, epidemics and any other obstructions which, when considered objectively, were not culpably caused by the Seller.

(2) If a delivery and/or service date or a delivery and/or service period is agreed with binding force and the agreed delivery or service date or the agreed delivery and/or service period is exceeded due to events according to Art. 10 (1) above, the Customer shall have the right, after a reasonable extension of time has elapsed without effect, to rescind the contract for the part not yet fulfilled. The Customer shall have no further claims, especially claims for damages, in such case if the Seller has met its foregoing duty to provide information. The above provisions shall apply accordingly if, for the reasons stated in Art. 10 (1), also without contractual agreement of a fixed delivery and/or service date, the Customer cannot be objectively expected to adhere further to the contract.

Art. 11 Payment, prepayment, default, offsetting

(1) The invoice amount is due for payment net (without deductions) within 10 days of the invoice date unless a different payment term was agreed in writing. Payment must be made only to one of the following accounts.

Bank details:

- Sparkasse Südholstein
IBAN: DE85 2305 1030 0015 0928 28
BIC: NOLADE21SHO
- Deutsche Bank
IBAN: DE66 2007 0024 0974 6033 00
BIC: DEUTDEDBHAM
- Sparkasse Holstein
IBAN: DE02 2135 2240 0020 0131 58
BIC: NOLADE21HOL

(2) Invoices shall be sent by e-mail or by post.

(3) Purchase on account (bank transfer), direct debit or PayPal or advance payment are available to you as means of payment. If you wish to pay by direct debit, please issue us with a [SEPA direct debit mandate](#).

(4) If you order goods from us for the first time, you are obliged to pay in advance if the total value of the ordered goods exceeds € 500.00 (net). The goods will only

be shipped after full payment has been received. Any applicable delivery times will be adjusted accordingly.

(5) We will charge you the respective bank fees for return direct debits if the account is not covered for a SEPA direct debit.

(6) If the Customer defaults in payment, we shall have the right to claim the respectively current applicable default interest at the statutory rate. In addition, a right to payment of a lump sum of € 40 shall exist. We reserve the right to assert further damages. In the case of customer's default, we shall be entitled, in particular, if the statutory requirements are met, to charge any attorney's fees or collection service costs, necessarily incurred by us, in accordance with the statutory fee regulations and by offsetting the aforementioned lump sum.

(7) You are permitted to fulfil the obligation to pay the purchase price by offsetting only if the counterclaims have been recognised by declaratory judgment, are undisputed or recognised by us. Furthermore, you shall be authorised to exercise a right of retention only to the extent that your counterclaim is based on the same contractual relationship.

Art. 12 Retention of title

(1) The Seller shall retain title to the goods until fulfilment of all claims, to which the Seller is entitled against the Customer (Goods Subject to Retention of Title), even if the individual goods have been paid for. Pledging or assignment of Goods Subject to Retention of Title as security is not admissible.

(2) In the event of the admissible resale of Goods Subject to Retention of Title in the ordinary course of business, the Customer hereby assigns to the Seller, by way of precaution, the future claims against its customers (hereinafter referred to as "Buyers") arising for it from the resale until payment of all claims of the Seller, without the need for specific declarations at a later date. The assignment shall also cover balance claims resulting from existing current account relationships or from the termination of such relationships of the Customer with the Buyer. If Goods Subject to Retention of Title are resold together with other items, without a unit price being agreed for the Goods Subject to Retention of Title, the Customer shall assign to the Seller, with priority over the remaining claim, that portion of the total price claimed which corresponds to the value of the Goods Subject to Retention of Title invoiced by the Seller. The Customer shall be authorised to collect the assigned claims from the resale until this is revoked. The Customer shall not, however, have the right to dispose of them in another way e.g. by assignment. At the Seller's request, the Customer shall notify the Buyer of the assignment and shall deliver to the Seller the documents required e.g. invoices to assert its rights against the Buyer and shall provide the required information. All costs of collection and any intervention shall be borne by the Customer.

(3) If the Customer processes Goods Subject to Retention of Title, transforms them or combines them with other items, they shall be processed, transformed or combined for the Seller. The Seller shall become direct owner of the article produced by processing, transformation or combination. If this is not possible for legal reasons, the Seller and the Customer agree that the Seller shall become the owner of the new article at all times during processing, transformation or combination. The Customer shall hold the new article in safekeeping for the Seller

with the due diligence of prudent commercial judgment. Articles created from processing, transformation or combination shall be deemed Goods Subject to Retention of Title. Where an item is processed, transformed or combined with other items that do not belong to the Seller, the Seller shall have co-ownership of the new article in the amount of the portion resulting from the ratio of the value of the processed, transformed or combined Goods Subject to Retention of Title to the value of the new article. In the event of the sale of the new article, the Customer herewith assigns to the Seller, by way of precaution, its claim arising from the sale against the Buyer with all ancillary rights, without the need for subsequent special declarations. The assignment shall, however, apply only in the amount which corresponds to the value of the processed, transformed or combined Goods Subject to Retention of Title invoiced by the Seller. The portion of the claim assigned to the Seller shall take priority over the remaining claim.

(4) If the value of the security exceeds the Seller's claims against the Customer arising from the ongoing business relationship in total by more than 20 %, the Seller shall be obliged, at the Customer's request, to release securities, to which it is entitled, at its option.

Art. 13 Liability

(1) We shall not be liable, in particular not for claims by the Customer for damages or reimbursement of expenses, for whatever legal reason, and/or in the case of breach of duty from the obligation and tort.

(2) The above exclusion of liability shall not apply

- in the case of own intentional or grossly negligent breach of duty and intentional or grossly negligent breach of duty by legal representatives or vicarious agents;
- in the case of violation of material contractual obligations; material contractual obligations are obligations, the fulfilment of which defines the contract, and on which the Customer may rely;
- in the event of injury to life, limb and health, also by legal representatives or vicarious agents;
- in the case of default if delivery and/or service by a fixed date was agreed;
- where the Seller has provided a guarantee for the quality of the goods or the existence of an outcome of performance or assumed a procurement risk;
- in the case of liability under the *Produkthaftungsgesetz* [German Product Liability Act] or other mandatory statutory liability.

(3) If we or our vicarious agents are responsible only for slight negligence and none of the cases specified in bullet points 1., 3., 4., 5. and 6. of paragraph 2 above exists, our liability shall be limited in amount to the damages foreseeable and typical for the contract at the time of concluding the contract, also in the case of violation of material contractual obligations.

(4) Any further liability shall be excluded.

(5) The above exclusion resp. limitation of liability shall apply to the same extent for the benefit of executive and non-executive employees and other vicarious agents as well as sub-contractors of the Seller.

(6) If the Customer is entitled to claims for damages according to this Art. 13, these shall become statute-barred upon expiry of the period of limitation applicable to warranty claims for defects pursuant to Art. 14 of these General T&Cs of Sale and Delivery. Art. 13 (2) of these General T&Cs of Sale and Delivery shall apply *mutatis mutandis*.

(7) There is no connection between the reversal of the burden of proof and the foregoing provisions.

Art. 14 Agreed Quality, Claims for defects

(1) Where we have reached explicit and binding agreements with the Customer – for example based on our offers, order confirmations, etc., concerning the quality, properties, specifications etc. and/or quantity of the ordered goods (“Agreed Quality”), these shall take precedence over the objective requirements of Section 434 (3) BGB. Furthermore, it can be assumed, unless the parties have expressly agreed otherwise, that the goods are suitable for the use presupposed according to the contract as far as they correspond to the Agreed Quality. Section 434 (2) No 3 BGB shall remain unaffected.

(2) Paragraph (1) above shall also and in particular apply to compliance with certain limits, material compositions, etc. resulting from regulations, other statutory provisions and/or official requirements with regard to the use intended by the Customer. These are not owed by us if they do not represent an expressly Agreed Quality in the sense of the above paragraph (1) sentence 1 or if this does not result from a law directly applicable to the product delivered by us.

(3) Furthermore, statutory warranty rights shall exist unless otherwise stipulated below (cf. also Art. 15 (6)).

(4) Claims for defects shall become statute-barred within one year of the passing of risk. This shall not apply in cases of Art. 13 (2) of these General T&Cs of Sale and Delivery.

(5) The assignment of claims for defects shall be excluded unless these are pecuniary claims.

Art. 15 Product liability and product recall

(1) The Customer shall inform us immediately of product faults, of which the Customer becomes aware, complaints from customers, authorities or in general from the market as well as risks when using the products (hereinafter referred to as “Product Liability”). Any warranty claims of the Customer's customers against the Customer resulting from this as well as claims of us against the Customer, in particular in accordance with the following Art. 15 (2), shall remain unaffected by this.

(2) Notwithstanding paragraph 1 above, in the event of a product recall becoming necessary or other related actions such as product warnings, customer information, etc. (hereinafter collectively referred to as “market correction measures”), the Customer shall provide us with appropriate support and comply with the measures instructed by us, insofar as these are reasonable for the

Customer. A claim for reimbursement of costs incurred by the customer as a result of this shall only exist in accordance with Art. 15 (6) (cf. there, in particular lit. c).

(3) If any third-party claims directly brought against us on the basis of product liability are due to the fact that the Customer has modified or further processed products supplied by us, their equipment or their packaging and/or has removed or modified warning notices on them (hereinafter collectively referred to as "Product Modifications"), the Customer shall fully indemnify and hold us harmless against such claims, including any legal fees and/or court costs necessarily incurred by us in the course of such claims, unless the customer is not responsible for the Product Modifications giving rise to the claim. In the event of product changes, claims of the Customer under warranty, reimbursement of recall or product warning-related costs or other damages of the Customer against us resulting from the product change shall be excluded.

(4) Paragraph 3 sentence 1 above shall apply accordingly if claims are brought against us by authorities due to the product changes. Insofar as an indemnification is excluded due to the nature of the claim, the Customer shall reimburse us for all costs, damages, etc. incurred as a result of the authority measure.

(5) If claims are brought against the Customer by its purchasers as a result of a product defect, the customer shall, at our request, give us the opportunity to participate directly in any legal dispute, provided that the product defect at least also falls within our area of responsibility, or to coordinate with us on an ongoing basis in such a dispute. The Customer shall support us to a reasonable and appropriate extent in any legal dispute conducted by us due to product defects, in particular by providing us with any information and/or documents required by us for this purpose relating to the supply relationship with its purchasers, or, if Customer conducts the legal dispute itself in coordination with us, by informing us in advance and coordinating with us in a timely manner about all measures, intended settlements, etc. which may incur costs. The customer shall refrain from any action that could impair our legal position.

(6) A claim of the Customer for reimbursement of costs, damages, etc. incurred by him in the course of market correction measures taken due to product defects by himself, whether voluntarily or due to official order, or by him at our request (cf. Art. 15 (2)), shall only exist within the terms of the provisions of these GTC applicable to warranty and liability (cf. in particular Art. 6, 13 and 14) and of the law as well as in accordance with the following conditions (cumulative):

a. The Customer has fully complied with its information obligations pursuant to Art. 15 para. 1 and has coordinated any cost-initiating measures with us in advance. This shall only not apply if prior information and coordination was unreasonable for the Customer or impossible, for example due to impending danger, which must be proven by the Customer in a suitable manner.

b. Notwithstanding the foregoing, in the event of market correction measures directly ordered by the authorities or to be carried out by the Customer on its own responsibility in accordance with the law, the Customer shall always choose the mildest suitable means - also with regard to the associated costs - in compliance with the official order or the legal requirement. Irrespective of this, the client must always carefully examine the necessity of intended market correction measures in advance. There

shall be no claim to reimbursement of costs incurred by the customer as a result of market correction measures which are not necessary and/or which are not to be taken by the Customer - unless at our request (cf. Art. 15 (2) and lit. c below) - taking into account the official order and/or the relevant statutory requirements.

c. Apart from the aforementioned cases (lit. b) and in the case of Product Modifications, only we are responsible for initiating and implementing market correction measures and are entitled to do so. Insofar as we involve the Customer in market correction measures in accordance with Art. 15 (2), the Customer shall only have a claim to costs incurred by him in the course of such measures if the corresponding measures of the Customer were specifically requested by us or agreed with us in advance, whereby the Customer must also inform us of the expected costs in good time in advance upon request. Furthermore, an obligation to reimburse exists only for such costs which the Customer has proven to us in a suitable form.

Art. 15 (3) sentence 2 remains unaffected by this.

Art. 16 Data protection

Data necessary for order processing shall be processed and stored pursuant to the *Bundesdatenschutzgesetz* ("BDSG") [German Federal Data Protection Act] and the General Data Protection Regulation ("GDPR"). We refer in addition to the privacy policy of Horst Bode Import-Export GmbH, which can be found [here](#).

Art. 17 Language, amendments to the General T&Cs of Sale and Delivery

(1) The German language is available for conclusion of the contract unless the parties have explicitly agreed another language of the contract.

(2) Amendments to and modifications of the contract between the Customer and the Seller shall only be valid when given in writing. This shall also apply to the cancellation of this written form agreement itself. The precedence of an individual agreement - also verbal - pursuant to 305b *BGB* remains unaffected by this.

Art. 18 Applicable law, place of jurisdiction

(1) These General Terms and Conditions are governed by the law of the Federal Republic of Germany, to the exclusion of the UN Sales Convention (CISG).

(2) Exclusive place of jurisdiction is the Seller's registered office. The Seller shall, however, also have the right to bring an action against the Customer at its place of general jurisdiction.