

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

(Status 12. August 2024)

Art. 1 Scope

(1) These General Terms and Conditions (hereinafter referred to as General T&Cs) of Horst Bode Import-Export GmbH (hereinafter referred to as "we/us" or "Seller") apply exclusively with respect to consumers within the meaning of Section 13 *BGB* [German Civil Code] i.e. natural persons, who, with regard to the purchase of goods, are primarily acting neither in the exercise of their commercial nor their independent professional activity, whether individually or as buying group (hereinafter collectively referred to as "Customer" or "you").

(2) The General T&Cs 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.

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 his/her 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 basket. The order can, however, only be made and sent if the Customer has accepted these General T&Cs by ticking the box "I have read and understood the General T&Cs, including the notification of exercise of my right of withdrawal contained therein and the privacy policy, and agree to the validity of the General T&Cs and the processing of my data pursuant to the privacy policy" and has thereby included them in his/her 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 his/her order.

3) Minimum order value / failure to reach the minimum order value

- a. A minimum order value of 30 euros (hereinafter "minimum order value") must be observed for all orders in our online shop.
- b. The minimum order value refers to the total value of the items ordered after deduction of all discounts or other price reductions and before any shipping costs are added.
- c. If the shopping basket does not reach the minimum order value of 30 euros, it will not be technically possible to complete the order process.

(4) 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, notification of exercise of right of withdrawal 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).

(5) 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.

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

Art. 4 Prices and shipping charges

(1) Prices specified in the Online Shop at the time of the order shall apply, including value added tax at the respectively valid rate but excluding shipping charges (see paragraph 2 below) unless otherwise expressly agreed, especially in the case of ordering processes outside the Online Shop. Shipping charges shall be added to the Customer's shopping basket in the case of an order through the Online Shop, itemised and indicated, before the Customer completes his/her order. In the case of an order outside the Online Shop, the shipping charges shall be itemised and indicated in the order confirmation.

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

(2.1). Delivery by forwarding agent:

- 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

- 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.
- For deliveries outside the Federal Republic of Germany, we shall inform you of applicable shipping charges on request and in the order confirmation.

(2.2) Delivery by parcel service provider:

- Nationwide delivery: The minimum order value per order for nationwide free delivery is € 100.00.
- Otherwise, we charge the following flat shipping rates for deliveries within the Federal Republic of Germany:
 - Order value up to € 99.99 = € 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.
- Not all items can be sent by parcel. Items that are suitable for parcel delivery are marked with the parcel symbol.
- 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.

(2.3) Shipping options for the purchase of products in the Bananeira category

- The products the brands Bananeira, Bio&So, Hierzulande and Unverpackt e.V. are not considered to fulfil the usual minimum order value for a free delivery.
- The delivery conditions apply as under "2.1 Delivery by forwarding agent" for items of the regular Bode Naturkost range (all products except those of the above-mentioned brands).
- Once you have reached the minimum order value, you can add any items from the four brands mentioned above without incurring additional shipping costs. Otherwise, our regular shipping charges will apply.
- If you do not reach the minimum order value of € 300.00 with products of the regular Bode Naturkost assortment, the minimum order value for free shipping is € 500.00 per order. This can then only be achieved with products from the four brands mentioned above.

- e. Delivery by parcel post is not possible for the above-mentioned brands.

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. Binding delivery dates and periods must be identified and agreed as such expressly and at least in text form (see also f.) below).
- 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.
- f. We also offer scheduled delivery as agreed and express delivery. Smaller quantities may be delivered by parcel service. Delivery to self-service kiosks is not possible.

(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 refrigerated goods and normal goods by two freight forwarders.

(4) Passing of risk and complaints in the case of transport damage

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.

If goods are delivered with obvious transport damage, please complain about such faults as soon as possible to the carrier and please contact us immediately. Failure to make a complaint or contact us shall not have any consequences for your legal rights and their enforcement, especially your warranty rights. In addition, the provisions concerning statutory warranty rights shall apply.

Art. 6 Deposit articles

Some articles can only be delivered in deposit containers. We retrieve the corresponding empties in our delivery area (see Art. 5 (1) a)). Return transport is possible outside our delivery area, after consultation, with a minimum quantity of 40 crates.

Art. 7 Packaging size

The specified packaging sizes may change for production reasons.

Art. 8 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. 9 Force majeure

Compliance with any binding delivery dates agreed shall also depend on us not being prevented from doing so by an event of force majeure. Events of force majeure are events for which we are not responsible and which are beyond our control, in particular explosion, fire, flooding, civil unrest, government measures, labour disputes, pandemics, epidemics. We must inform the Customer immediately of the occurrence of force majeure and its duration, if known, and carry out the delivery as soon as the impediment to performance no longer applies.

Art. 10 Payment, 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.

(3) Subject to par. 4 below, purchase on account (bank transfer), direct debit, Paypal or advance payment are available to you as means of payment.

(4) If you are ordering 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 not be delivered until payment has been received in total. Any applicable delivery periods 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 applicable default interest at the statutory rate. We reserve the right to assert further damages. In particular, if the legal requirements are met, we shall be entitled to charge any attorney's fees or collection service costs, necessarily incurred by us, in accordance with the statutory fee regulations.

(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. 11 Retention of title

We shall retain title to the delivered goods until payment has been made in full.

Art. 12 Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period for a purchase contract is fourteen days from the date on which you or a third party designated by you other than the carrier have resp. has taken possession of the goods.

In the case of a contract for several goods which you have ordered in a single order and which are delivered separately, the withdrawal period is fourteen days from the date on which you or a third party designated by you other than the carrier have resp. has taken possession of the last goods.

In the case of a contract for the delivery of goods in several part consignments or items, the withdrawal period is fourteen days from the

date on which you or a third party designated by you other than the carrier have resp. has taken possession of the last part consignment or the last item. In the case of a contract for the regular delivery of goods over a fixed period of time, the withdrawal period is fourteen days from the date on which you or a third party designated by you other than the carrier have resp. has taken possession of the first goods.

To exercise your right of withdrawal, you must inform us

Horst Bode Import-Export GmbH

Havighorster Weg 6

21031 Hamburg

Germany

Telephone: +49 40 739 33 20

Fax: +49 40 739 70 35

e-mail: info@bode.bio

by a clear declaration (e.g. a letter sent by post, telefax or e-mail) of your decision to withdraw from this contract. To do so, you can use the attached Model Withdrawal Form but this is not mandatory. To comply with the withdrawal period, it shall suffice for you to send the notice concerning exercise of your right of withdrawal before expiry of the withdrawal period.

Consequences of withdrawal

If you withdraw from this contract, we must refund to you all payments which we have received from you, including delivery costs (except for additional costs resulting from the fact that you selected a different type of delivery from the most favourable standard delivery offered by us), immediately and at the latest within fourteen days from the date on which the notice of your withdrawal from this contract was received by us. We shall use the same means of payment for this refund which you used for the original transaction unless otherwise expressly agreed with you. Under no circumstances shall you be charged for this refund.

You must return the goods to Horst Bode Import-Export GmbH, Havighorster Weg 6, 21031 Hamburg, Germany or hand them over to us immediately and in any case at the latest within fourteen days from the date on which you notify us that you are withdrawing from this contract. The time limit shall be deemed met if you dispatch or hand over the goods before expiry of the time limit of fourteen days.

You shall bear the costs of returning the goods.

You must bear any loss in the value of the goods only if this loss in value is due to any handling of the goods other than what is necessary to ascertain the nature, properties and functioning of the goods.

Exclusion of right of withdrawal

You shall not have a right of withdrawal for the following contracts:

- 1. contracts for the delivery of goods which are liable to deteriorate or expire rapidly;**
- 2. contracts for the delivery of sealed goods which are not suitable for return for reasons of protection of health or hygiene if they were unsealed after delivery;**
- 3. contracts for the delivery of goods if they were inseparably mixed with other goods after delivery due to their nature.**

Model Withdrawal Form

If you wish to withdraw from the contract, please complete this form and return it to:

Horst Bode Import-Export GmbH, Havighorster Weg 6, 21031 Hamburg, Germany; e-mail: info@bode.bio

- I/We(*) hereby give notice that I/we(*) withdraw from the contract concluded by me/us(*) for the purchase of the following goods(*)/provision of the following service(*):

- Ordered on (*) / Received on (*): _____

- Name of consumer(s): _____

- Address of consumer(s): _____

Signature of consumer(s) (only if notification is in paper form)

Date

(* Delete as appropriate)

End of Model Withdrawal Form

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 the executive and non-executive employees and other vicarious agents as well as the sub-contractors of the Seller.

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

Art. 14 Claims for defects

(1) Statutory rights in respect of liability for defects exist. An additional guarantee for goods delivered by us shall exist only if this was expressly provided in the order confirmation for the respective article.

(2) The limits stipulated in Art. 13 above shall apply to damages or reimbursement for wasted expenditure of the Customer.

Art. 15 Alternative dispute resolution pursuant to Art. 14 (1) ODR Regulation and Section 36 VSBG [German Law on Alternative Dispute Resolution in Consumer Matters]

(1) The European Commission provides a platform for online dispute resolution (ODR). The platform is available at <https://ec.europa.eu/consumers/odr/>.

(2) We do not take part in dispute settlement procedures before a consumer arbitration service, pursuant to Section 36 VSBG.

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 Applicable law, language, amendments to the General T&Cs

(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). Statutory provisions on the limitation of the choice of law and on the applicability of mandatory (consumer protection) regulations, especially of the state in which the Customer habitually resides as consumer, remain unaffected.

(2) The German language is available for conclusion of the contract.

(3) Amendments to and modifications of these General T&Cs shall only be valid when given in text form. This also applies to this requirement of text form. The precedence of an individual agreement (also informal) pursuant to Section 305b *BGB* remains unaffected by this.