

GENERAL TERMS AND CONDITIONS

§ 1 Scope

- (1) All offers, deliveries and services of Deutsche See GmbH (hereinafter: Deutsche See) and the associated contracts shall be based exclusively on these Terms and Conditions.
- (2) Deviating and/or supplementary terms and conditions of the customer/buyer or a broker shall be non-binding for Deutsche See and shall not obligate Deutsche See even if Deutsche See does not expressly object thereto. Deviating agreements shall only apply if Deutsche See expressly confirms them in writing and shall only be applicable without effect on any future dealings.

§ 2 Conclusion of the contract

A purchase contract shall only be deemed concluded with the delivery.

§ 3 Delivery and services

- (1) Deliveries shall be made "free domicile" in Germany and the EU, unless otherwise agreed in writing. Deliveries outside the EU shall be made DAP in accordance with the Incoterms valid at that time, unless otherwise agreed in individual contracts.
- (2) The minimum order value is €250.00 per delivery.
- (3) The Deutsche See reusable crates provided by Deutsche See as transport aids for fresh fish (shown as such on the invoice) remain the property of Deutsche See. They must be handled with care and may not be used for purposes other than the storage of the produce. The customer/buyer shall be liable for damage resulting from non-compliance with this condition unless it can prove that it is not responsible for the damage. The deposit fees will be refunded after the boxes have been returned or the returned boxes will be credited to the deposit account.
- (4) Deutsche See shall be entitled to commission third parties to transport and deliver the goods at its own expense. If the shipment to the agreed place of receipt is carried out by Deutsche See or arranged by Deutsche See, the transport insurance will be assumed by Deutsche See within Deutsche See's usual scope. Otherwise and in all other cases, especially in the case of collection by the customer, the customer/buyer shall bear the risk from the place of performance.

§ 4 Force majeure

- (1) Force majeure is any unforeseeable event beyond the control of a contractual partner that prevents a contractual partner from fulfilling its obligations in whole or in part. The impossibility of obtaining means of transport, strikes and lockouts as well as the failure of digital infrastructure due to cyber attacks shall be deemed equivalent to a case of force majeure.
- (2) In cases of force majeure and disruptions in their ability to perform due to pandemics, epidemics, state-ordered quarantine measures or similar events, the contractual partners shall be released from their performance obligations for the duration of the disruption and the extent of its effect, even if they are in default. Such events shall not represent grounds for automatic termination of this agreement. The contractual partners are obligated to inform the other party immediately of such an obstacle and to adjust their obligations to the changed circumstances in good faith.

§ 5 Prices, invoicing, terms of payment

- (1) Deliveries are always made at the agreed prices. The prices are net prices within the meaning of the Value-Added Tax Act (UStG). VAT is added to the prices at the statutory rate.
- (2) Due to the increased energy prices, Deutsche See charges the following energy surcharge for each free delivery, depending on the respective invoice value of the delivery:
 - a) Invoice value up to €250.00: Energy surcharge €4.00;
 - b) Invoice value €250.00 to €380.00: Energy surcharge €3.50;
 - c) Invoice value over €380.00: Energy surcharge €3.00.
- (3) The aforementioned invoice values and the stated energy surcharge are each exclusive of statutory value-added tax. Deutsche See reserves the right to adjust the aforementioned energy surcharges accordingly in the event of future changes in energy prices.

(4) The customer/buyer must check the invoice within a reasonable period of time. Deutsche See will no longer consider complaints about invoicing after 3 months.

(5) Payment shall be due immediately upon receipt of the invoice without any deduction. Payment shall be settled by direct debit using the SEPA company direct debit procedure (SDD B2B). The customer/buyer shall issue a corresponding direct debit mandate separately. Any other method of payment requires the consent of Deutsche See.

(6) If the customer/buyer is in default of payment, Deutsche See shall be entitled to demand interest of 9 percentage points above the base rate of the European Central Bank applicable at the time the default occurred, but at least 10%. We reserve the right to assert further damage caused by default in payment.

§ 6 Retention of title

(1) All goods delivered by Deutsche See – including in the future – shall remain the property of Deutsche See until all claims from the business relationship with the customer/buyer have been paid in full. This shall also apply if the purchase price for certain deliveries of goods designated by the customer/buyer has been paid, since the retention of title secures all current open balance claims.

(2) The buyer shall be entitled to resell the reserved goods in the normal course of business; it hereby assigns to Deutsche See all claims accruing to it from the resale against its customer or against third parties in the amount of the invoice amount including sales tax, regardless of whether the goods subject to retention of title were resold with or without processing. Deutsche See accepts the assignment. The buyer remains authorized to collect the claim against its customers. Deutsche See shall be entitled to revoke this authorization if the buyer does not meet its payment obligations. In this case, the buyer is obliged to notify Deutsche See of the assigned claims and their debtors, to provide all information required for collection, to provide the documents required for enforcement and to notify its customers of the assignment. Disposal of these claims by the buyer shall only be permitted concurrently with payment of the proceeds to Deutsche See, namely until Deutsche See has completely settled the outstanding (balance) total claim.

(3) The customer/buyer shall treat or process the goods subject to retention of title for Deutsche See without any obligations arising for Deutsche See as a result. If the reserved goods are processed, combined, blended or mixed with other goods that do not belong to Deutsche See, Deutsche See shall acquire co-ownership of the new item in the ratio of the invoice value of the reserved goods to the invoice value of the other goods. The customer/buyer shall store the new item for Deutsche See free of charge.

(4) If the customer/buyer behaves in breach of contract, Deutsche See shall be entitled to take back the reserved goods; the customer/buyer is obligated to surrender. Taking back the reserved goods in this way shall not constitute a withdrawal from the contract unless Deutsche See declares this in writing.

(5) The customer/buyer is obligated to insure the reserved goods adequately at its own expense against theft, breakage, fire and water damage.

(6) The retention of title is conditional in such a way that ownership of the goods subject to retention of title passes to the customer/buyer without further ado upon full fulfillment of Deutsche See's outstanding total claim against the customer/buyer.

(7) At the request of the ordering party/buyer, Deutsche See shall, at its option, release securities to which it is entitled, insofar as their value exceeds Deutsche See's total claim to be secured by 20%.

(8) In the event of serious doubts as to the solvency of the customer/buyer or in the event of a delay in payment or in the event of an application for the opening of insolvency proceedings against the assets of the customer/buyer, Deutsche See shall be entitled to demand the return of the reserved goods at any time without setting a grace period – in the event of default in payment after setting a grace period – to the extent that appears necessary to cover all of Deutsche See's claims. For this purpose, Deutsche See shall be entitled to enter the customer's/buyer's premises where the goods are stored and to take possession of the goods. This right shall also extend to the premises of third parties if the goods are stored with third parties. The customer/buyer must ensure that access to these premises can be exercised unhindered. The customer/buyer shall bear the costs of the return.

(9) Once the customer/buyer stops making payments or if insolvency proceedings are filed against its assets, the customer/buyer shall no longer be authorized to sell the reserved goods and must immediately store and label the reserved goods separately. Furthermore, the customer/buyer must have the amounts received from claims assigned to Deutsche See credited to a separate account.

§ 7 Guarantees and liability

- (1) The assurance of properties or the assumption of guarantees shall only be binding to the extent that Deutsche See has specifically confirmed this to the customer/buyer in writing.
- (2) Claims for damages by the customer/buyer from contractual or other liability are excluded – regardless of the legal basis – with the exception of claims under the Product Liability Act (ProdHaftG).
- (3) The exclusion of liability shall not apply insofar as liability exists in cases of intent or gross negligence on the part of Deutsche See or its vicarious agents or the damage is due to the lack of a property specifically guaranteed in writing, the assurance of which should protect the customer/buyer from such damage.
- (4) Furthermore, the exclusion of liability shall not apply insofar as Deutsche See or its vicarious agents are liable in the event of a negligent breach of essential contractual obligations. Deutsche See's obligation to compensate shall always be limited to foreseeable damages.

§ 8 Incoming goods inspection and notification of defects

- (1) The recipient must carefully inspect the goods for damage and shortages in good time before acceptance/acknowledgment, object to them immediately, state them in full on the delivery note etc. and have them confirmed in writing. In the event of a complaint, the recipient must have all the necessary measures, including the assessment of the facts, carried out in good time and in the correct form. It must notify Deutsche See immediately. In addition to the aforementioned checks, the customer/buyer must immediately check the goods upon receipt for the correct quantity, type and quality.
- (2) Any complaints must be made within 24 hours of arrival for fresh and smoked goods, and within 3 days for products that require refrigeration (such as marinades, fine marinades and pollock products).
- (3) In the case of other goods (such as frozen products and full preserves), any complaints regarding quantity and type must be made within 3 days at the latest; the quality complaint no later than 8 days after delivery of the goods.
- (4) Notice of latent defects must be given promptly after they are detected.
- (5) If the notification period is missed, warranty claims can no longer be asserted.
- (6) Deutsche See is not obligated to make subsequent deliveries as long as and to the extent that the customer/buyer does not fulfill its contractual obligations. The warranty obligation shall not exist if the customer/buyer treats the goods improperly.
- (7) Weight specifications for fresh and smoked goods refer to the weight determined at the Bremerhaven shipping point. The customer/buyer shall bear the natural loss of weight resulting from the nature of the goods. The weight values from freely programmable additional devices are marked on the label with the scale number/ID. The calibrated weight values can be viewed.

§ 9 Assignment

The customer/buyer cannot assign the rights and obligations from the contracts concluded with Deutsche See to a third party without the consent of Deutsche See. If an assignment made without the consent of Deutsche See is nevertheless effective in accordance with Section 354a HGB (German Commercial Code), Deutsche See's right to offset any counterclaims against the new creditor (cessionary) shall not be affected.

§ 10 Data protection

In application of Section 24 BDSG (Federal Data protection Act) in conjunction with Art 6 GDPR, the customer/buyer is advised that the personal data generated in connection with its business relationship with Deutsche See is used for the purposes of business transactions at Deutsche See and also at companies with which Deutsche See cooperates in this context. Further information on data protection can be viewed at <https://deutschesee.de/datenschutz>.

§ 11 Confidentiality

- (1) Partner undertakes to treat all business and trade secrets of which it becomes aware as part of the business relationship with Deutsche See as strictly confidential and only make them accessible to third parties to the extent that this is absolutely necessary to fulfill the orders.

(2) Partner shall ensure that data carriers – of whatever type – containing business and trade secrets of Deutsche See are only reproduced to the extent that this is absolutely necessary for the fulfillment of the contract and that they are released to Deutsche See immediately and completely after the conclusion of an individual order or the termination of the contractual relationship, unless their storage is required for tax and commercial reasons. A right of retention to data carriers – of any kind – is excluded. Files that are no longer needed must be irrevocably deleted. The deletion must be confirmed to Deutsche See in writing.

(3) Partner shall be liable to Deutsche See for any damage that arises as a result of the disclosure of business and trade secrets or data carriers to third parties for which it is responsible. In this respect, it shall be liable for the actions of its employees and vicarious agents as for its own actions.

§ 12 Place of performance, applicable law and court of jurisdiction

(1) The place of performance for the delivery shall be the distribution warehouse from which the goods are shipped.

(2) Place of performance for payment shall be Bremerhaven.

(3) German law shall apply to all contractual relationships with the exception of UN sales law and with the exception of provisions of international private law that may refer to another legal system.

(4) The place of jurisdiction is – as far as legally permissible – Bremerhaven.

(5) The invalidity of individual provisions of these terms and conditions or of the delivery contract concluded with the customer/buyer shall not affect the validity of the remaining provisions. A valid provision that comes as close as possible to its economic content shall replace an invalid provision.

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