

## **GENERAL TERMS AND CONDITIONS**

### **§ 1 Scope**

- (1) All offers, deliveries and services of Deutsche See GmbH (hereinafter referred to as "Deutsche See") and the associated conclusion of contracts are based exclusively on these terms and conditions.
- (2) Any deviating and/or supplementary terms and conditions of the customer/buyer or an intermediary are not binding for Deutsche See and do not obligate Deutsche See even if it does not expressly object to them. Only insofar as Deutsche See expressly confirms deviating agreements in writing shall these apply, but without effect for future transactions.

### **§ 2 Conclusion of contract**

A purchase contract is only concluded upon delivery.

### **§ 3 Delivery and performance**

- (1) Deliveries in Germany and the EU are "free domicile" unless otherwise agreed in writing. Deliveries outside the EU shall be made DAP in accordance with Incoterms as amended unless otherwise agreed in individual contracts.
- (2) The minimum order value is € 250.00 per delivery.
- (3) The Deutsche See returnable crates provided by Deutsche See as transportation aids for fresh fish (shown as such on the invoice) remain the property of Deutsche See. These must be handled with care and may not be used for purposes other than to store the delivered products. The customer/buyer shall be liable for any damage resulting from non-compliance with this condition unless they can prove that they are not responsible for the damage. The deposit fees will be refunded or the returned items will be credited to the deposit account at the customer's discretion.
- (4) Deutsche See is entitled to commission third parties with the transportation and delivery of the goods at its own expense. If the shipment to the agreed place of destination is carried out by Deutsche See or arranged by Deutsche See, Deutsche See will assume the transport insurance to the extent customary at Deutsche See. Otherwise and in all other cases, in particular, in the case of collection by the customer/buyer, 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 contracting party which prevents a contracting party from fulfilling its obligations in whole or in part. The inability to procure means of transportation and personnel, strikes and lockouts as well as the failure of digital infrastructure due to cyber-attacks are equated with a case of force majeure.
- (2) In cases of force majeure and cases of disruptions to their performance due to pandemics, epidemics, government-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. The contracting parties are obliged to inform the other party of such an obstacle without delay 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 (Umsatzsteuergesetz). VAT will be added to the prices at the statutory rate.
- (2) Due to the increase in energy prices, Deutsche See charges the following energy surcharge for each free delivery, depending on the invoice value of the delivery up to € 500.00:
  - a) Invoice value (without broker-, Nonfood- and returnable articles) up to € 380.00: Energy surcharge € 8.90;
  - b) Invoice value (without broker-, Nonfood- and returnable articles) from € 380.01 to € 500.00: Energy surcharge € 4.90;
  - c) Invoice value (excluding broker-, Nonfood- and returnable articles) from € 500.01: no energy surcharge
- (3) The above-mentioned invoice values and the energy surcharge are exclusive of statutory VAT. 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. After three months, Deutsche See will no longer consider complaints about invoicing.
- (5) Payment is due immediately upon receipt of the invoice without any deductions. Payment is settled by direct debit using the SEPA B2B direct debit procedure (SDD B2B). The customer/buyer issues a separate direct debit mandate. Any other method of payment requires the consent of Deutsche See.
- (6) If the customer/buyer defaults on payment, Deutsche See shall be entitled to charge interest at a rate of 9 percentage points above the prime rate of the European Central Bank applicable at the time of default, but at least 10%. We reserve the right to assert further claims for damages caused by late payment.

## **§ 6 Retention of title**

- (1) All goods delivered by Deutsche See – also in the future – remain the property of Deutsche See until full payment of all claims arising from the business relationship with the customer/buyer. This also applies if the purchase price for certain deliveries of goods designated by the customer/buyer has been paid, as the retention of title secures all current outstanding balance claims.
- (2) The buyer is entitled to resell the reserved goods in the normal course of business; they hereby assign to Deutsche See all claims arising from the resale against their customer or third parties in the amount of the invoice including VAT, irrespective of whether the reserved goods were resold with or without processing. Deutsche See accepts the assignment. The buyer remains authorized to collect the claim against their customers. Deutsche See is entitled to revoke this authorization if the buyer does not meet their payment obligations. In this case, the buyer is obliged to inform Deutsche See of the assigned claims and their debtors, to provide all information necessary for collection, to make available the documents necessary for enforcement and to notify their customers of the assignment. The buyer may only dispose of these claims concurrently against payment of the proceeds to Deutsche See until the outstanding (balance) total claim of Deutsche See has been settled in full.
- (3) The customer/buyer shall process the reserved goods on behalf of Deutsche See without this giving rise to any obligations for Deutsche See. If the goods subject to retention of title are processed, combined, mixed or blended with other goods not belonging to Deutsche See, Deutsche See shall acquire co-ownership of the new item in the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other goods. The customer/buyer shall store the new item free of charge for Deutsche See.
- (4) The buyer is obliged to insure the reserved goods adequately at their own expense against theft, breakage, fire and water damage.
- (5) The retention of title is subject to the condition subsequent that upon complete fulfilment of Deutsche See's outstanding total claim against the customer/buyer, title to the goods subject to retention of title shall pass to the customer/buyer without further ado.
- (6) At the buyer's request, Deutsche See shall release securities to which it is entitled at its discretion, insofar as their value exceeds the total claim of Deutsche See to be secured by 20%.

## **§ 7 Guarantees and liability**

- (1) The assurance of properties or the assumption of guarantees is only binding insofar as Deutsche See has confirmed these to the customer/buyer in writing.
- (2) Claims for damages by the customer/buyer arising from contractual or other liability are excluded – irrespective of the legal grounds – except for claims under the Product Liability Act (Produkthaftungsgesetz).
- (3) The exclusion of liability does not apply in the event of liability for intent or gross negligence on the part of Deutsche See or its vicarious agents or if the damage is based on the absence of a quality specifically warranted in writing, the assurance of which was intended to protect the customer/buyer against such damage.
- (4) Furthermore, the exclusion of liability shall not apply in the event of negligent injury to life, limb or health. Furthermore, the exclusion of liability does not apply to breaches of material contractual obligations on the part of Deutsche See or its vicarious agents. In such cases, however, Deutsche See's obligation to pay compensation is always limited to the foreseeable, typically occurring damage.

## **§ 8 Incoming goods inspection and notification of defects**

- (1) The recipient must inspect the goods carefully for damage and shortages in good time before acceptance/acknowledgement, complain about these immediately, state them in full on the delivery bill etc. and have them confirmed in writing. In the event of a complaint, the recipient must have all necessary measures carried out in good time and in due form, including the recording of the facts. Deutsche See must be informed immediately. In addition to the aforementioned checks, the customer/buyer must check the goods immediately upon receipt for the correct quantity, type and quality.
- (2) Any quality complaints must be reported within 24 hours of receipt at the latest.
- (3) Hidden defects must be reported immediately after their discovery.
- (4) Warranty claims can no longer be asserted if the notification period is missed.
- (5) Deutsche See is not obliged to make subsequent deliveries as long as and to the extent that the customer/buyer does not fulfil their contractual obligations. The warranty obligation does not apply if the customer/buyer handles the goods improperly.
- (6) Weight specifications for fresh and smoked goods refer to the weight determined at the Bremerhaven shipping point. The customer/buyer shall bear the natural weight loss resulting from the nature of the goods. The weight values from freely programmable additional equipment are marked on the label with the scale no./ID. The calibrated weight values can be viewed.

## **§ 9 Packaging**

- (1) Pursuant to Section 15 (1) of the Packaging Act (VerpackG), producers and downstream distributors of transport packaging, sales packaging and secondary packaging that does not typically accumulate as waste with private final consumers after use, sales packaging and secondary packaging for which system participation is not possible due to system incompatibility pursuant to Section 7 (5), sales packaging containing hazardous substances or reusable packaging are obliged to take back used, completely empty packaging of the same type, shape and size as the packaging they put into circulation at the place of actual delivery or in the immediate vicinity thereof free of charge. Manufacturers and downstream distributors in the supply chain may reach different agreements with each other regarding the place of return and the cost arrangements.
- (2) Deutsche See will not take back the packaging specified in Section 15 (1) VerpackG. Deutsche See and the buyer must agree to different arrangements for the return of the goods. These also only apply to packaging purchased from Deutsche See within the meaning of Section 15 VerpackG.

## **§ 10 Assignment**

The rights and obligations arising from the contracts concluded with Deutsche See may not be transferred by the customer/buyer 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 of the German Commercial Code (HGB), this does not affect Deutsche See's right to offset any counterclaims against the new creditor (assignee).

## **§11 Data protection**

In application of Section 24 of the Federal Data Protection Act (BDSG) in conjunction with Art. 6 GDPR, the customer/buyer is informed that the personal data generated in connection with their business relationship with Deutsche See will be stored for the purposes of business processing at Deutsche See and also at companies with which Deutsche See cooperates in this context. Further information on data protection can be found at <https://deutscheese.de/datenschutz>.

## **§ 12 Confidentiality**

- (1) The customer/buyer undertakes to treat as strictly confidential all business and trade secrets of which they become aware in the course of their business relationship with Deutsche See and to make them accessible to third parties only to the extent that this is absolutely necessary for the fulfilment of the orders.
- (2) The customer/buyer shall ensure that data carriers – of whatever kind – containing business and trade secrets of Deutsche See are only reproduced to the extent that this is absolutely necessary for the fulfilment of the contract and that they are returned to Deutsche See immediately and in full after the conclusion of an individual order or upon the termination of the contractual relationship unless their retention is required for reasons of

tax and commercial law. A right of retention of data carriers – of any kind whatsoever – is excluded. Files that are no longer required must be irrevocably deleted. The deletion must be confirmed in writing to Deutsche See.

- (3) The customer/buyer shall be liable to Deutsche See for any damage resulting from the disclosure of business and trade secrets or data carriers to third parties for which they are responsible. In this respect, it shall be liable for the actions of its employees and vicarious agents as for its own actions.

### **§ 13 Place of performance, choice of law and place of jurisdiction**

- (1) The place of performance for the delivery is the distribution centre from which the goods are dispatched.
- (2) The place of performance for payment is Bremerhaven.
- (3) The law of the Federal Republic of Germany shall apply to all contractual relationships to the exclusion of the UN Convention on Contracts for the International Sale of Goods and any provisions of international private law referring to another legal system.
- (4) To the extent permitted by law, the place of jurisdiction is Bremerhaven.
- (5) The invalidity of individual provisions of these terms and conditions or the delivery contract concluded with the customer/buyer shall not affect the validity of the remaining provisions. An invalid provision shall be replaced by a valid provision that comes as close as possible to its economic content.

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