

1. General - Scope of application

1.1 These General Terms and Conditions of Business (hereinafter: Terms & Conditions) apply only to entrepreneurs (Section 14(1) of the German Civil Code (BGB)), legal entities under public law and special funds under public law within the meaning of Section 310 BGB.

1.2 The Terms & Conditions apply to the entire business relationship between the Client and the Contractor.

The Contractor for the following is German SeaFrozen Fish Handelsges. mbH.

The Client is the respective contractual business partner in the context of so-called B2B business.

The Client and the Contractor are also referred to below as the Parties.

1.3 The Terms & Conditions are also deemed to have been agreed for all subsequent transactions between the Parties, even if the Contractor does not expressly refer to them again. This applies in particular to new orders placed for an existing business relationship, change requests or requests for the extension of existing contracts.

1.4 Conflicting or deviating terms and conditions of the Client shall only be deemed to have been accepted if this has been expressly confirmed in writing by the Contractor. Otherwise, the Contractor shall not recognize any conflicting terms and conditions of the Client. This shall also apply if the Contractor provides services without reservation in the knowledge of conflicting and/or deviating terms and conditions of the Client.

1.5 Specific agreements made with the Contractor in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these Terms & Conditions. A written contract or our written confirmation shall regulate the content of such agreements.

1.6 Legally relevant declarations and notifications to be made by the Client to the Contractor after conclusion of contract (e.g. setting of deadlines, notification of defects, declaration of withdrawal or reduction) shall be made in writing to be effective, unless stated otherwise in these Terms & Conditions.

2. Offers, conclusion of contract

2.1 Unless stated otherwise in the offer, individually prepared written offers from the Contractor shall be valid for 30 days from receipt of the offer. All offers made by the Contractor, whether verbally, in writing or by email, are non-binding and do not oblige the Contractor to perform. They are to be understood as a request to the Client to submit a contract offer to the Contractor.

2.2 The Client's order is a binding offer. Acceptance by the Contractor shall only take place by issuance of an order confirmation within two weeks, calculated from the date of receipt of the order, or by shipping of the ordered goods to the Client within this period.

2.3 Changes to the order after conclusion of contract are only effective if they have been agreed in writing between the Parties.

2.4 The Contractor shall be entitled to refuse performance if, after conclusion of contract, there is justified concern that its claim to remuneration is jeopardized due to the Client's inability to pay, in particular a deterioration in its financial circumstances. If the Client is not prepared to effect counter-performance or provide security concurrently with the Contractor's performance even after expiry of a reasonable deadline set for it, the Contractor may withdraw from the contract.

2.5 Only the information provided by the Contractor in the order confirmation or information provided by the Contractor in the form of a separate confirmation shall be deemed to specify the quality required of the delivery item. The descriptions of goods, weights and/or quantities, in particular in catalogs, brochures, on the internet, in price lists and advertisements of the Contractor are only guide or approximate values. They do not constitute binding quality specifications unless the Contractor has expressly confirmed the quality specifications in writing.

The properties of samples or specimens shall only be binding if they have been expressly agreed as qualities of the goods. Quality and durability specifications and other information shall only be binding if they have been expressly agreed and designated as such.

2.6 Deviations from bindingly agreed product specifications are permitted provided they are only to the extent customary in the industry, are necessary due to unforeseeable circumstances for the Client and are not unreasonable for the Client to accept after weighing up the mutual interests.

2.7 Contractually agreed specifications, qualities and intended use do not constitute a guarantee within the meaning of Section 443 BGB. Provision of such a guarantee requires a written agreement.

3. Delivery and performance dates, force majeure, transfer of risk

3.1. Unless agreed otherwise in the contract, delivery shall be ex works (ExWorks) in accordance with the latest version of Incoterms.

3.2 Delivery dates/delivery times shall result from the agreements between the contracting Parties; the order confirmation of the Contractor is definitive. Delivery dates and delivery periods specified by the Client are non-binding unless they have been expressly confirmed in writing by the Client. Compliance with binding delivery dates/delivery periods by the Contractor requires resolution of all commercial and technical issues between the contracting Parties. Compliance with a binding delivery date/delivery period is also subject to timely

fulfillment of the contractual and ancillary obligations assumed by the Client, in particular payment of the agreed remuneration and, if applicable, provision of agreed securities; if this is not the case, the delivery time/delivery period shall be extended accordingly.

Compliance with delivery dates/delivery periods is subject to correct and timely delivery to the Contractor by upstream suppliers. The Contractor shall not assume any procurement risk. If the Contractor is unable to meet binding delivery dates/delivery times for reasons for which it is not responsible (non-availability of a service), it shall inform the Client of this immediately and at the same time notify the Client of the expected new delivery date/delivery time. If the service is also not available by the new delivery date/within the new delivery time, both Parties shall be entitled to withdraw from the contract in whole or in part; any remuneration already provided by the Client shall be reimbursed immediately.

3.3 All events and circumstances the occurrence of which is beyond the reasonable control of the Contractor, which are not reasonably foreseeable at the time of conclusion of contract and the effects of which cannot be reasonably avoided shall release the Contractor from its contractual obligations for the duration of the disruption and a start-up period reasonable in view of the extent of their effects. Delivery and performance deadlines shall be extended accordingly. This also applies to the Client's remuneration and counter-performance obligations. The Contractor shall inform the Client of such events or circumstances without delay. In such cases, the Client is not obliged to place a replacement order or otherwise arrange a replacement for the service. The above shall also apply insofar as the events and circumstances make the execution of the transaction in question uneconomical for the Client in the long term or insofar as they affect the Client's upstream suppliers.

In the absence of proof to the contrary, the following events or circumstances shall be presumed to constitute an event or circumstance within the meaning of this Section VIII. para. 4: (i) war (declared or undeclared), hostilities, aggression, acts of foreign enemies, large-scale military mobilization; (ii) civil war, riot, rebellion and revolution, military or other seizure of power, insurrection, acts of terrorism, sabotage or piracy; (iii) currency and trade restrictions, (partial) embargos, sanctions; (iv) lawful or unlawful official acts, compliance with laws or government orders, expropriation, confiscation of works, requisition, nationalization; (v) plague, epidemic, pandemic, natural disasters or extreme natural events; (vi) explosion, fire, destruction of equipment, prolonged unavailability of means of transportation, telecommunications, information systems or energy supply; (vii) general industrial unrest such as boycotts, strikes and lockouts, slowdowns, occupation of factories and buildings.

If the events or circumstances within the meaning of this clause 3.3 last longer than 2 months or if, in individual cases, it is not reasonable for one of the Parties to adhere to the contract even before the expiry of this period and taking into account their mutual interests, both the Contractor and the Client shall be entitled to withdraw from the contract with exclusion of claims for damages in relation to the delivery quantity or (partial) performance affected by the disruption. The right to withdraw from the entire contract shall only exist if the Contractor is responsible for the impediment to performance and the Client has no interest in the partial performance rendered. The Contractor shall inform the Client of such events or circumstances without delay.

3.4 If the Client is in default of acceptance or violates other obligations to cooperate, the Contractor shall be entitled to demand compensation for the damages incurred in this respect, including any additional expenses (e.g. storage costs). The right to assert further claims remains reserved.

The Client shall be in default 24 hours after the goods have been made available ex works of the Contractor and a corresponding notification of readiness for dispatch has been issued.

3.5 The risk of accidental loss or accidental deterioration of the ordered goods shall pass to the Client at the point in time at which it is in default of acceptance or payment.

3.6 Partial deliveries and services are permitted to an economically reasonable extent.

3.7 In order to minimize damages, the Contractor is entitled to utilize the goods by reselling them in the event of default of acceptance by the Client. The proceeds of the sale shall be offset against any damages incurred by the Contractor.

4. Warranty

4.1 Claims for defects on the part of the Client presuppose that the Client has properly complied with the inspection and complaint obligations of Section 377 of the German Commercial Code (HGB). Complaints about defects in fresh goods shall be reported to the Contractor immediately after receipt of the goods. Complaints about defects in frozen goods shall be made immediately to the Contractor, at the latest 48 hours after receipt of the goods.

Quantity deviations and obvious errors shall be reported immediately, at the latest within 48 hours of receipt of the goods. The time of receipt of the complaint by the Contractor shall be definitive.

4.2 Cases of liability for defects shall be dealt with directly with the Contractor. Negotiations with independent representatives who are not directly employed by the Contractor do not constitute negotiations within the meaning of Section 203 I BGB.

4.3 The Client is obliged to store delivered frozen goods properly and not to break the deep-freeze chain of minus 18°C (-0.4°F) at any time. If the Client does not comply with this, any warranty on the part of the Contractor shall lapse.

4.4 The Client shall allow and enable the Contractor to inspect the goods claimed to be defective. If the Client culpably fails to do so, the Client shall have no warranty or other rights due to this defect.

4.5 If the goods are defective and the Client has duly notified the Contractor of this in accordance with Section 4.1, the Client shall be entitled to the statutory warranty rights with the following conditions:

a) The Contractor shall initially have the right, at its discretion, either to remedy the defect or to deliver a defect-free item to the Client (supplementary performance).

b) The Contractor's right to refuse supplementary performance under the statutory conditions shall remain unaffected. The Contractor shall be entitled to make supplementary performance dependent on the Client paying the purchase price due. However, the Client is entitled to retain a reasonable part of the purchase price in proportion to the defect.

c) The Contractor reserves the right to make two attempts at supplementary performance. Should the supplementary performance fail or be unreasonable for the Client, the Client may either withdraw from the contract or reduce the purchase price. However, there is no right of withdrawal in the event of a minor defect.

d) The expenses necessary for the purpose of inspection and supplementary performance, in particular transport, travel, labor and material costs and, if applicable, removal and installation costs shall be borne or reimbursed by the Contractor in accordance with the statutory provisions if a defect actually exists. Otherwise, the Contractor may demand compensation from the Client for the costs incurred as a result of the unjustified request to remedy the defect (in particular inspection and transport costs), unless the lack of a defect was not recognizable to the Client.

e) Clause 7 shall apply to claims for damages and compensation for futile expenses due to a defect.

4.6 The warranty periods are regulated under 8.

5. Prices

5.1 Unless stated otherwise in the order confirmation, prices are "ex works" (Bremerhaven) in euros (€), excluding costs for packaging, shipping and transportation and excluding statutory VAT and, in the case of export deliveries, excluding customs duties, fees and other public charges.

5.2 The prices agreed on conclusion of contract are based on the cost factors valid at that time. Should these cost factors change between conclusion of contract and the agreed delivery/performance time, in particular with regard to materials, wages, energy, duties, freight costs, etc., the Contractor shall be entitled to make a corresponding price change. The Contractor shall take into account increases and decreases in costs overall and notify the Client of the price adjustment in text form. As soon as the fee increases by more than 5%, the Client is entitled to withdraw from the contract with a notice period of two weeks after receipt of the adjustment notification, but no later than the start of provision of the contractually agreed service by the Contractor.

5.3 Value added tax shall be charged in accordance with the statutory provisions. Any increases in the VAT rate between order and delivery shall be borne by the Client.

5.4 If the Contractor takes into account changes requested by the Client after conclusion of contract, the Client shall be entitled to charge the Client for the additional costs incurred.

6. Payment, rights of retention, assignment

6.1 Payments are due immediately and shall be made to the Contractor within 30 days of delivery and invoicing without any deductions, unless agreed otherwise in writing. However, the Contractor shall be entitled at any time, even within the framework of an ongoing business relationship, to make a delivery in whole or in part in return for advance payment only. The Client shall declare a reservation of this sort at the latest with the order confirmation.

6.2 Payments shall only be deemed to have been made on the day on which the Contractor is able to dispose of the invoice amount.

6.3 If the Client is in default of payment, the Contractor shall be entitled to demand default interest of 9% above the base interest rate at the time. If the Contractor can demonstrate higher damages caused by default, it shall be entitled to claim these.

6.4 If the Client is more than 14 days in arrears with the payment of an invoice or if other circumstances arise which indicate a significant deterioration in the Client's financial circumstances after conclusion of contract, the Contractor shall be entitled to provide the services currently to be rendered for the Client only in return for advance payment or to withhold them and not to restart them until outstanding amounts, including interest, have been paid to the Contractor. This does not apply if the invoice amount was deferred.

6.5 The Client may only assign claims against the Contractor to third Parties with the Contractor's prior written consent.

6.6 The Client shall only be entitled to rights of retention or the right of offset insofar as its counterclaims are undisputed or have been legally established. Rights of retention may only be asserted if they are based on the same contractual relationship. Rights of retention due to defects may only be asserted under the above conditions in reasonable proportion to the defects that have occurred.

7. Other liability

7.1 Unless stated otherwise in these Terms & Conditions including the following provisions, the Contractor shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the relevant statutory provisions.

7.2 The Contractor shall be liable for damages – irrespective of the legal grounds – in the event of intent or gross negligence.

In the event of simple negligence, the Contractor shall only be liable

- for damages resulting from injury to life, limb or health;
- for damages arising from the breach of a material contractual obligation (an obligation the fulfillment of which is essential for the proper execution of the contract in the first place and on compliance with which the contractual partner regularly relies and may expect to rely); in this case, however, the liability of the Client is limited to compensation for the foreseeable, typically occurring damage.

The limitations of liability resulting from this clause 7.2 shall also apply in the event of breaches of obligation by persons (including in their favor) for whose fault the Contractor is responsible in accordance with the statutory provisions.

7.3 The limitations of liability resulting from clause 7.2 shall not apply if a defect has been fraudulently concealed or a guarantee of the quality of the goods has been provided. The same applies to claims of the Client under the Product Liability Act.

7.4 The Client may only withdraw from or terminate the contract due to a breach of obligation that does not involve a defect if the Contractor is responsible for the breach of obligation.

7.5 In the event of a delay in delivery for which the Contractor is responsible, the Contractor shall be liable in accordance with the statutory provisions, whereby compensation for damages caused by delay shall only be paid if the Contractor, its legal representatives or vicarious agents may legitimately be accused of intent or gross negligence. Compensation for damages caused by delay shall be limited to the foreseeable, typically occurring damage.

8. Expiry

8.1 Claims for defects/warranty and other claims of the Client, in particular claims for damages, shall lapse one year after delivery of the goods (unless otherwise agreed: provision ex works). In place of this one-year period, the statutory limitation periods shall apply in the following cases:

- a) in the event of liability due to intent or gross negligence;
- b) in the event of fraudulent concealment of a defect;
- c) for claims against the Client due to defects in the goods if they have been used for a building in accordance with their normal use and have caused defects in it;
- d) for claims arising from injury to life, limb or health;
- e) in the event of recourse by the Client on the basis of the provisions on the sale of consumer goods (“supplier recourse”);
- f) for claims under the Product Liability Act;

g) in the event of claims in rem for restitution by third Parties (Section 438(1) No. 1 BGB).

8.2 The statutory provisions on the commencement of the expiry period, suspension of expiry, suspension and recommencement of time limits remain unaffected.

8.3 Insofar as the Contractor owes the Client compensation for damages due to or as a result of a defect in accordance with 7, the statutory expiry periods of the law on sales (Section 438 BGB) shall also apply to competing non-contractual claims for damages, unless the application of the regular statutory expiry period (Sections 195, 199 BGB) leads to a shorter expiry period in individual cases. The expiry periods of the Product Liability Act remain unaffected in any case.

9. Retention of title / Withdrawal

9.1 The Contractor shall retain title to all goods delivered by it until all claims arising from the business relationship have been paid. This shall also apply if the purchase price for certain deliveries of goods designated by the Client has been paid. In the case of a current account, the reserved title to the reserved goods shall serve as security for the Contractor's balance claim.

9.2 Pledging or transfer by way of security of the object of purchase prior to full payment is not permitted.

9.3 In the event of breach of contract by the Client, in particular non-payment of the purchase price due, the Contractor shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods on the basis of the retention of title. The demand for return does not at the same time constitute a declaration of withdrawal; rather, the Contractor is entitled merely to demand the return of the goods and reserve the right to withdraw from the contract. If the Client does not pay the purchase price due, the Contractor may only assert these rights if it has previously set the Client a deadline without success or if setting such a deadline is dispensable according to the statutory provisions.

The Contractor may withdraw from the contract in whole or in part with immediate effect if:

insolvency or (provisional) suspension of payment is applied for on behalf of the Client or if the Client applies for this itself or if the Client is declared insolvent, (provisional) suspension of payment is granted or the Client is placed under fiduciary administration, management or supervision on the basis of a statutory provision.

9.4 If the reserved goods are combined, processed or mixed with other goods not belonging to the Contractor, the Contractor shall be entitled to a co-ownership share in the new item in the ratio of the value of the purchased item to the other combined items at the time of combination, processing or mixing. If the Client's item is to be regarded as the main item or if the Client acquires sole ownership of the new item, the contracting Parties agree that the

Client shall grant the Contractor co-ownership of the new item in proportion to the invoice value of the combined reserved goods and shall store it for the Contractor free of charge.

9.5 Resale of the reserved goods is only permitted in the course of regular business. However, the Client hereby assigns to the Contractor all claims arising from the resale against its customers or third Parties. The Contractor accepts the assignment. The Client shall remain authorized to collect this claim even after the assignment.

This shall not affect the Contractor's right to collect the claim itself. However, the Contractor undertakes not to collect the claim as long as the Client meets its payment obligations from the proceeds collected, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed and payments have not been suspended.

If this is the case, the Contractor may demand that the Client informs the Contractor of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtor (third party) of the assignment. If the goods subject to retention of title are resold together with other goods, regardless of whether it is with or without combination, the advance assignment agreed above shall only apply to the amount of the invoice value of the goods subject to retention of title that are resold together with the other goods.

9.6 The Client shall notify the Contractor immediately of any seizure by third Parties of the goods delivered by the Contractor or intervention in a claim assigned to the Contractor from the resale of these goods, notifying the Contractor of all circumstances that are of significance for safeguarding the Contractor's rights. The costs of any intervention to safeguard the rights of the Contractor shall be borne by the Client. The Client shall support the Contractor in the intervention as instructed at its own expense.

9.7 The Contractor is entitled to demand information from the Client at any time about the whereabouts of the delivered goods.

9.8 The Client shall store the reserved goods for the Contractor free of charge. It shall insure them against the usual risks such as fire, theft and water to the customary extent. The Client hereby assigns to the Contractor its claims for compensation to which it is entitled against insurance companies or other parties liable for compensation as a result of damage of the aforementioned type in the amount of the invoice value of the goods. The Contractor accepts the assignment.

10. Export, cross-border deliveries

10.1 Cross-border deliveries to other EU countries and third countries shall only be made with advance payment. Any regulation deviating from this requires the express written confirmation of the Contractor.

10.2 Payments to the Contractor shall be made in the currency specified in the order confirmation.

10.3 In the case of deliveries abroad, the Client is obliged to ensure that the Contractor has the documentary (export) evidence required for VAT exemption of deliveries of the goods to the respective country in accordance with the tax regulations. In the event that the Client fails to fulfill the above obligation, the Contractor shall be entitled to charge the VAT rate applicable to deliveries within the Federal Republic of Germany. As proof that the delivered goods have been transported abroad, the Client is obliged to issue a confirmation in accordance with the tax regulations that the delivered goods have been transported abroad at the request of the Contractor.

10.4 Deliveries abroad are subject to the proviso that there are no obstacles to fulfillment due to national or international regulations, in particular export control regulations, embargoes or other sanctions.

10.5 The Client is obliged to inquire with the local authorities of the country in which it is based or to which the delivery is to be made about the conditions under which the ordered goods may be imported there; the goods shall be declared by the Client to the competent authorities and any fees incurred paid by the Client. The Client shall check with the local authorities whether the ordered goods may be imported and used. The Client is also obliged to ensure that the technical properties specified by the Contractor comply with the legal requirements of the country into which the goods are imported.

10.6 Prior to the further export of goods delivered by the Contractor on the part of the Client, the Client shall obtain any export licenses that may be required. The Client is prohibited from selling or passing on the goods supplied by the Contractor directly or indirectly to companies, persons or countries if this violates export control laws or regulations.

10.7 The Client is not entitled to return goods or claim damages if an export license is refused. The Contractor shall not be liable in the event that the Client transgresses the law. The Client shall indemnify the Contractor against all claims or other sanctions asserted against the Contractor due to violations of export control law in connection with the goods delivered by the Contractor to the Client.

10.8 Any delays due to export controls shall suspend delivery times/delivery periods.

11. Place of performance, language, place of jurisdiction, applicable law

11.1 Unless expressly agreed otherwise, the place of performance for both Parties is Bremerhaven.

11.2 The contractual language is German. In the event of a conflict, the German version of these Terms & Conditions shall take precedence over other language versions of these Terms & Conditions.

11.3 The exclusive place of jurisdiction – including internationally – for all legal disputes arising directly or indirectly from the contractual relationship and from its creation and effectiveness is the registered office of the Contractor.

11.4 The law of the Federal Republic of Germany shall apply exclusively. Application of the Vienna UN Convention on Contracts for the International Sale of Goods is excluded. The conditions and effects of the retention of title under 9 are subject to the law of the respective location of the item, insofar as the choice of law made in favor of German law is inadmissible or ineffective.

German Seafrozen Fish Handelsges. mbH
Am Lunedeich 15-23, 27572 Bremerhaven
Deutschland/Germany
Tel: +49 471 90206 - 0
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