

1. GENERAL

1.1 The following terms and conditions shall apply to all business relations with our customers unless otherwise agreed.

1.2 Conflicting terms and conditions of our customers shall not be binding on us, even if we have not expressly objected to them.

1.3 These terms and conditions shall only apply to natural or legal persons or partnerships with the legal capacity to act in the exercise of a commercial or self-employed activity (entrepreneurs).

1.4 We reserve the right to make technical changes.

1.5 Technical color deviations due to new editions are not reason for complaint.

1.6 The listing of the ingredients for our teas in the catalog and online shop is complete to the best of our knowledge in accordance with the currently applicable legal labeling requirements. The ingredient details are provided solely for your information; they do not release you from your responsibility to check for the intended use and the risk of infringement of any third-party property rights. For these purposes, we will gladly send you a complete list of ingredients upon request.

1.7 We allow our customers to use publicly accessible image and text material for all legally permissible advertising purposes and promotional measures. Required images are available on request in high resolution. All image and text rights are examined according to the best of our knowledge and conscience, a legal right to third parties will not exclude.

2. OFFER, CONCLUSION OF CONTRACT

2.1 Non-temporary offers are carried out by us in all parts non-binding and without obligation, unless expressly agreed otherwise. They represent the request to the customer, in turn to give an offer for the contract.

2.2 Delivery agreements shall be concluded by our written order confirmation or by execution of the order.

2.3 Verbal agreements, including those made over the telephone, that have not been made with one of our managing directors or authorized signatories shall only be binding for us if they have been confirmed in writing. The powers of attorney of our employees are limited in this respect.

2.4 With the order confirmation, all order modalities are binding. This means that both parties are bound by the content of the order confirmations. We would therefore ask you to check our order confirmation sent by e-mail. If we do not receive any feedback from you, later complaints regarding incorrect deliveries, conditions, or prices are unfortunately no longer possible.

2.5 The contract language is German.

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3. PRICES

3.1 In the absence of other agreements, the prices shown in the price list are valid and shall apply when the order is placed; includes packaging, carriage paid within the territory of the Federal Republic of Germany (plus "island surcharge"), in the case of foreign transactions ex works.

3.2 We reserve the right, if, after the conclusion of the contract, cost reductions or cost increases occur due to changes in raw material prices or freight rates, to change our prices in accordance with their proportion to the total price. Should this be the case, the customer will be informed immediately, but no later than 14 days before delivery. We shall provide evidence of the additional costs to the customer upon request. If the prices have increased by more than 5% compared to the time of conclusion of the contract, the Buyer shall be entitled to withdraw from the order within 7 days after notification of the price increase. For specialist trade customers (unless otherwise agreed) the daily updated price information of our online shop (or our price list).

3.3 Delivery free of charge: from an order value of EUR 200.00 (net). For an order value of less than EUR 200.00 (net), we charge a transport and packing flat rate of EUR 13.00 (net).

4. DELIVERY PERIODS

4.1 Unless delivery periods are expressly agreed as binding, delivery periods stated are to be understood only as estimated delivery dates and are not binding. Fixed delivery dates require our express written confirmation to be binding.

4.2 We shall be entitled to make partial deliveries and render partial services at any time.

5. FORCE MAJEURE

5.1 Cases of force majeure, in particular strikes, lockouts, war, unforeseeable shortages of raw materials or energy, operational and traffic disruptions for which we are not responsible, as well as obstructive sovereign decrees shall suspend the contractual obligations of the parties for the duration of the disruption and to the extent of their effect, also to the extent that they render the performance of the affected transaction uneconomical for the foreseeable future. This shall also apply if one of the above-mentioned cases of force majeure occurs at our suppliers and another delivery possibility does not exist or exists only under unreasonable conditions.

5.2 If the resulting delays exceed a period of six weeks, both contractual partners are entitled to withdraw from the contract with regard to the scope of services affected.

5.3 Claims for damages by the customer are excluded in cases of force majeure.

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6. SHIPPING

6.1 The principle "First in - First out" applies to the dispatch of our stock goods. It is ensured that our goods have a best-before date of 3 months when they are shipped.

6.2 All deliveries shall always be made and travel at the expense and risk of the recipient.

6.3 The customer shall assume all risks once the goods have been handed over to the carrier, left our facility or warehouse. This shall also apply in the case of a carriage-paid delivery.

6.4 The customer shall notify us immediately of any evident transport damage and incomplete deliveries. Confirmation shall be made internally with the transport company; the customer shall receive a credit note.

6.5 1 % insurance sum on all items. If you do not want transport insurance, we deliver exclusively at the buyer's risk, which voids any claim in case of transport damage.

6.6 The return and disposal of packaging and empty containers is not included in our prices and requires the corresponding reimbursement of costs.

6.7 Reimbursement in cases of order dissatisfaction or goods ordered by mistake shall be given as a credit note with a deduction of 30% or a processing fee of €42.00, once the goods have been returned.

7. WARRANTY

7.1 The customer must examine the delivered goods immediately upon receipt for defects, wrong deliveries, and quantity deviations.

7.2 Complaints must be made in writing within the requirements of commercial law (§ 377 HGB) and within 10 days of receipt of the goods or, in the case of hidden defects, within 8 days of their discovery. Complaints will only be accepted if they are accompanied by a sample of the delivered goods.

7.3 The warranty period shall be 12 months from delivery.

7.4 In the event of warranty claims, we shall, at our discretion, first deliver any shortfall, supply a replacement or remedy the defect. If rectification or replacement is not possible or unjustly delayed, the purchaser may demand a price reduction. The purchaser may demand rescission of the contract if the contracting parties conclusively disagree on the price reduction.

7.5 Returned goods will only be accepted if expressly agreed upon.

7.6 Credit notes under EUR 20.00, regardless of the reason, will not be paid out but may be offset against the next payment.

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8. LIABILITY

8.1 We are liable for intent and gross negligence in accordance with the statutory provisions.

8.2 The liability for damages caused by gross negligence by simple vicarious agents is limited to typical foreseeable damage. This damage shall initially be limited to the flat-rate invoice amount. The proof of a higher typical damage remains at liberty.

8.3 We shall only be liable for simple negligence in the event of a breach of a material contractual obligation and in the event of injury to life, limb, and health.

8.4 Liability under the Product Liability Act shall remain unaffected.

8.5 The customer is responsible for ensuring that the goods purchased from us comply with all applicable marketability regulations in their sales area. We exclude liability for non-compliance with applicable regulations in the customer's sales area. We assume no liability for the use of brand names in the customer's sales area. The customer is responsible for checking any trademark rights.

9. TERMS OF PAYMENT

9.1 The first two deliveries shall require prepayment.

9.2 In the absence of any other agreement, our invoices shall be collected as a company direct debit net 30 days after the invoice date. The forms for the company direct debit can be requested from us. Pre-notification shall be made with the invoice.

9.3 If the last order was placed more than 12 months ago, previous payment agreements are no longer applicable and the prepayment regulation applies again.

9.4 If the customer is in arrears, interest on arrears shall be charged at a rate of 8 percentage points above the respective prime rate per annum. We reserve the right to assert claims for additional or further damage.

9.5 If the customer is in arrears, we are entitled to recalculate granted price reductions on our general offer and granted discounts on the net invoice value and to process future deliveries by prepayment.

9.6 In the event of a returned check or direct debit for which we are not responsible, the customer shall be charged EUR 25.00 bank and processing fees for the resulting costs.

9.7 Offsetting and rights of retention may only be exercised by the customer if their counterclaims have been legally established or are undisputed.

9.8 Payments by the customer shall always be credited against the oldest outstanding invoice.

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10. CUSTOM-MADE PRODUCTS

The following provisions shall apply to the delivery of custom-made products, i.e., items that are not part of our current product range but are manufactured at the special request of the customer and according to the customer's requirements and specifications:

10.1 No liability for design: the customer bears sole responsibility for ensuring that the templates, drawings, designs, images, photos, logos, texts, or slogans they provide may be used for the manufacturing and distribution of the article. By placing the order, the customer assures that they may freely use the templates, etc., provided to us and that they are free of third-party rights. Should the rights of third parties nevertheless be infringed, the customer shall indemnify us against all claims and bear the costs of legal action incurred by us.

10.2 Proofs: Before the production of the custom-made product, the customer shall receive proofs for review and approval. Upon written approval of these proofs, the customer alone shall be responsible for the correctness of the content and design.

10.3 In the case of deliveries of custom-made products/own brands, excess or short deliveries of up to 15% are permitted.

10.4 The prices of a contract agreement only remain valid if the inflation rate is below 4% and the raw material price increase is below 10%.

11. RESERVATION OF OWNERSHIP

11.1 The delivered goods remain our property until full payment of all our claims against the customer.

11.2 In the event of a breach of contract by the customer, we may, without prejudice to our other rights, withdraw from the contract and demand surrender of the goods subject to retention of title.

11.3 The customer may only dispose of our goods subject to retention of title in the ordinary course of business as long as they meet their obligations from the business relationship with us in due time.

11.4 The customer shall be obligated to notify us without undue delay of any seizure by third parties of the goods delivered under retention of title and provide the information and hand over the documents required to assert our rights.

11.5 If our goods are processed, we shall be deemed the manufacturer and the processing shall be carried out on our behalf. We shall acquire ownership of the newly created goods or co-ownership in the ratio of the invoice value of our goods to that of other materials used; while the customer's expectant right to our goods shall continue in the new item. This shall also apply in the event of combination and mixing.

11.6 All of the customer's claims against their customers arising from the sale or further processing or other legal claims that result in our loss of property are assigned to the customer at the time the order is placed until all claims from the business relationship with all ancillary rights have been settled in full within the scope of our ownership interest in the sold or processed goods to us as security. The customer is obliged to notify us immediately of access by third parties to the claims assigned to us.

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11.7 The customer shall be entitled to demand release of the securities to the extent that their realizable value exceeds the value of the claim to be secured by 20%. The customer shall be entitled to collect the claim as long as it duly fulfills its obligations towards us. Upon request, the customer shall be obligated to provide the addresses of its customers and the amount of the receivables with copies of invoices.

12. PLACE OF PERFORMANCE, PLACE OF JURISDICTION, APPLICABLE LAW

12.1 The place of performance for all rights and obligations arising from the contractual relationship shall be Hanover for payment and the place of the warehouse specified in the order confirmation for delivery.

12.2 The place of jurisdiction for all legal disputes arising from the contractual relationship shall be determined by our registered office in Hanover if the customer is a merchant, a legal entity under public law, or a special fund under public law. With regard to non-merchants, the places of jurisdiction of the ZPO (German Code of Civil Procedure) shall apply. We reserve the right to proceed against the customer at one of its places of jurisdiction established under the ZPO.

12.3 The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention.

13. ONLINE DISPUTE RESOLUTION PURSUANT TO ART. 14 ABS. 1 ODR REGULATION

The European Commission provides a platform for online dispute resolution (OS), which you can find here <https://ec.europa.eu/consumers/odr/>. Consumers have the possibility to use this platform for the settlement of their disputes. To resolve disputes arising from a contractual relationship with a consumer or whether such a contractual relationship exists at all, we are obliged to participate in dispute resolution proceedings before a consumer arbitration board. The competent body is the General Consumer Arbitration Board of the Zentrum für Schlichtung e.V., Straßburger Straße 8, 77694 Kehl am Rhein, www.verbraucher-schlichter.de. We will participate in a dispute resolution procedure before this body.

Status: March 2022

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