

1. GENERAL

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

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

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

1.4 We expressly reserve the right to make technical changes.

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

1.6 The list of ingredients for our teas in the catalog and online shop is complete to the best of our knowledge, in accordance with currently applicable legal labeling requirements. The list of ingredients is provided for your information only and does not relieve you of the responsibility to check for the intended use and the risk of infringement of any third-party intellectual property rights. For this purpose, we will be happy to send you a complete list of ingredients upon request.

1.7 We permit our clients to use publicly available image and text material for all legally permissible advertising purposes and sales promotion measures. We will provide the required image material in high resolution upon request. All image and text rights are checked to the best of our knowledge and belief; however, we do not exclude any legal claims against third parties.

2. OFFER, CONCLUSION OF CONTRACT

2.1 Our offers without a time limit are subject to change and non-binding in all respects, unless expressly agreed otherwise. They constitute an invitation to the customer to submit an offer to conclude a contract.

2.2 Delivery contracts are concluded by our written order confirmation or by order execution.

2.3 Verbal and telephone agreements not made with one of our managing directors or authorized signatories are only binding for us if confirmed in writing. The authority of our employees is limited in this regard.

2.4 With the order confirmation, all terms and conditions of the order are binding. This means that both parties are bound by the contents of the order confirmation. We therefore ask you to check our order confirmation sent via email! If we do not receive a response from you, subsequent complaints regarding incorrect deliveries, terms, or prices will unfortunately no longer be accepted.

2.5 The contract language is German.

3. PRICES

3.1 Unless otherwise agreed, the prices stated in the price list valid at the time the order is placed shall apply, including packaging, carriage paid within the territory of the Federal Republic of Germany (plus "island surcharge"), and ex works for international transactions.

3.2 For bulk buyers, we reserve the right to adjust our prices in proportion to the total price if cost reductions or increases occur after the conclusion of the contract due to changes in raw material prices or freight rates. Should this occur, the customer will be notified immediately, but no later than 14 days before delivery. We will provide evidence of the additional costs to the buyer upon request. If prices have increased by more than 5% compared to the time of contract conclusion,



the buyer is entitled to withdraw from the order within 7 days of notification of the price increase. For specialist retail customers, the current daily prices listed in our online shop (or our price list) apply (unless otherwise agreed).

3.3 Deliveries within Germany:

Delivery is free of charge for orders over €200.00.

For orders under €200.00, we charge a flat rate of €13.00 for transport and packaging.

Deliveries to the Netherlands:

Deliveries with DPD are free of charge for orders over €200.00.

For orders under €200.00 we charge a transport and packaging fee of €13.00.

Orders of 100 kg or more of tea are delivered on pallets and are also freight-free.

Deliveries within the EU:

For deliveries with DPD, the transport costs are determined based on the order quantity.

For deliveries on pallets, please inquire about the corresponding transport costs in advance.

Deliveries outside the EU:

Please inquire about current transport costs before placing your order and take into account any customs duties that may apply

3.4 Offer prices cannot be combined with other discounts and/or conditions.

4. DELIVERY TIMES

4.1 Unless delivery deadlines are expressly agreed upon as binding, stated delivery deadlines 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 are entitled to make partial deliveries and 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, and obstructive governmental decrees shall suspend the contractual obligations of the parties for the duration of the disruption and to the extent of its effect, even if they render the execution of the affected transaction uneconomical for the foreseeable future. This also applies if one of the aforementioned cases of force majeure occurs at our suppliers and no other delivery option is available or only available under unreasonable conditions.

5.2 If the resulting delays exceed a period of six weeks, both contracting parties shall be entitled to withdraw from the contract with regard to the affected scope of services.

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

6. SHIPPING

6.1 The "first in, first out" principle applies to the shipping of our stock. We ensure that our goods have a minimum shelf life of three months upon shipment.

6.2 All deliveries are made and transported at the expense and risk of the recipient; shipping and packaging are carried out at our discretion.



6.3 The risk shall pass to the customer as soon as the goods have been handed over to the carrier or have left our factory or warehouse. This also applies to freight-free delivery.

6.4 The customer must immediately report any obvious transport damage or incomplete deliveries to us. The matter will be resolved internally with the transport company, and the customer will receive a credit note.

6.5 1% insurance on all items. If you do not wish to purchase transport insurance, we ship exclusively at the buyer's risk, which voids any right to claim for transport damage.

6.6 The return and disposal of packaging and empty containers is not included in our prices and will require reimbursement of costs.

6.7 In the event of dissatisfaction with the goods or errors in the order, compensation will be issued in the form of a credit note after the goods have been returned. Depending on the value of the returned goods, we will charge a 30% discount or a €42.00 processing fee.

7. WARRANTY

7.1 The customer must inspect the delivered goods immediately upon receipt for defects, incorrect deliveries and quantity discrepancies.

7.2 Complaints must be submitted in writing in accordance with commercial law (Section 377 of the German Commercial Code), but no later than 10 days after receipt of the goods, or in the case of hidden defects, within 8 days of their discovery. Complaints will only be accepted if a sample of the delivered goods is enclosed.

7.3 The warranty period is 12 months from delivery.

7.4 In the event of warranty claims, we will, at our discretion, initially supply missing items, provide replacements, or repair the goods. If repair or replacement is not possible, ultimately fails, or is unreasonably delayed, the purchaser may demand a price reduction. The purchaser may demand cancellation of the contract if the contracting parties cannot reach an agreement on the price reduction.

7.5 Returned goods will only be accepted after an express agreement has been made.

7.6 Credits of less than €20.00, for whatever reason, will not be paid out but can be offset against the next payment.

8. LIABILITY

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

8.2 Liability for damages caused by gross negligence on the part of ordinary vicarious agents is limited to the typical, foreseeable damage. This damage will initially be calculated at a flat rate equal to the invoice amount for our services. Evidence of higher typical damages remains unaffected.

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, body or health.

8.4 Liability under the Product Liability Act remains unaffected.

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



9. PAYMENT TERMS

9.1 The first two deliveries are made against prepayment.

9.2 Unless otherwise agreed, our invoices are collected net 30 days after the invoice date by company direct debit. Forms for company direct debit can be requested from us. Pre-notification is included with the invoice.

9.3 If the last order was placed more than 12 months ago, previous payment agreements will no longer apply and the prepayment policy will apply again.

9.4 If the customer is in default, default interest of 8 percentage points above the applicable base interest rate pa will be charged. The right to assert additional or further damages remains reserved.

9.5 If the customer is in default, we are entitled to subsequently charge any discounts granted on our general offer and any discounts granted on the net invoice value, and to process future deliveries against prepayment.

9.6 In the event of returned checks and direct debits for reasons beyond our control, the customer will be charged €25.00 in bank and processing fees.

9.7 The customer may only exercise offsetting and retention rights if their counterclaims have been legally established or are undisputed.

9.8 Customer payments will always be credited to the oldest outstanding invoice.

10. CUSTOM-MADE PRODUCTS

The following regulations apply to the delivery of custom-made products, i.e. items that are not part of our current product range but are manufactured to the customer's specific request and 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 provided by them may be used for the production and distribution of the item. By placing the order, the customer confirms that they have free right to dispose of the templates, etc., provided to us and that they are free of third-party rights. Should third-party rights nevertheless be violated, the customer indemnifies us from all claims and bears the legal costs incurred by us.

10.2 Proofs: Prior to production of the custom-made product, the customer will receive proofs for review and approval. Upon written approval of these proofs, the customer assumes sole responsibility for the accuracy of the content and design.

10.3 For deliveries of custom-made products/own brands, an excess or short delivery of up to 15% is permissible.

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

11. RESERVATION OF TITLE

11.1 The delivered goods remain our property until all our claims against the customer have been paid in full.

11.2 In the event of breach of contract by the customer, we may, without prejudice to our other rights, withdraw from the contract and demand the return of the reserved goods.

11.3 The customer may only dispose of our reserved goods in the ordinary course of business, as long as he fulfills his obligations arising from the business relationship with us in a timely manner.



11.4 The customer is obliged to inform us immediately of any access by third parties to the goods delivered under retention of title and to provide us with the information and documents necessary to assert our rights.

11.5 When processing our goods, we are considered the manufacturer; the processing is carried out on our behalf. We acquire ownership or co-ownership of the newly created goods in proportion to the invoice value of our goods to the other materials used, while the customer's expectant right to our goods continues in the new item. This also applies in the case of combination and mixing.

11.6 Upon placing the order, the customer assigns to us as security all claims against its customers arising from the sale or further processing, or other legal claims that result in our loss of ownership, including all ancillary rights, to the extent of our ownership share in the sold or further processed goods, until all claims arising from the business relationship have been fully settled. The customer is obligated to immediately notify us of any third-party access to the claims assigned to us.

11.7 The customer is entitled to demand the release of the securities if their realizable value exceeds the value of the secured claim by 20%. The customer is entitled to collect the claim as long as it properly fulfills its obligations to us. Upon request, the customer is obligated to provide us with the addresses of its customers and the amount of the claims, along with copies of invoices.

12. PLACE OF PERFORMANCE, 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 location of the warehouse specified in the order confirmation for delivery.

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

12.3 The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods.

13. ONLINE DISPUTE RESOLUTION ACCORDING TO ARTICLE 14 (1) ODR-VO

The European Commission provides a platform for online dispute resolution (ODR), which can be found here: <https://ec.europa.eu/consumers/odr/>. Consumers have the option of using this platform to resolve their disputes. To resolve disputes arising from a contractual relationship with a consumer, or regarding whether such a contractual relationship even exists, we are obligated to participate in dispute resolution proceedings before a consumer arbitration board. The responsible body is the general consumer arbitration board of the Center for Arbitration eV, Straßburger Straße 8, 77694 Kehl am Rhein, www.verbraucher-schlichter.de. We will participate in dispute resolution proceedings before this board.

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