

General Terms and Conditions of Sale of Hamburger Gewürz-Mühle Hermann Schulz GmbH

Version: 03 August 2026

1. Scope of Application

- 1.1 Our General Terms and Conditions of Sale apply exclusively to all offers, deliveries of goods and services to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB).
- 1.2 We do not recognize any conflicting or deviating general terms and conditions of our customers unless we expressly agree to their application in writing. Our General Terms and Conditions of Sale shall also apply if we deliver without reservation despite being aware of terms and conditions of the customer that conflict with or deviate from our General Terms and Conditions of Sale.
- 1.3 The terms stated in our offers and/or order confirmations shall take precedence.
- 1.4 These General Terms and Conditions of Sale do not apply to consumers within the meaning of Section 13 BGB.

2. Offers

- 2.1 All offers are non-binding and, unless otherwise stated, are quoted per kilogram and “ex works (EXW) Hamburg, Incoterms 2020”, including packaging.
- 2.2 Customer orders shall become binding upon us only upon our written order confirmation or upon delivery.

3. Prices, Payment Terms, Set-off and Default

- 3.1 Unless otherwise agreed in writing, our prices are “ex works (EXW) Hamburg, Incoterms 2020” plus the applicable statutory value added tax.
- 3.2 In the case of supply contracts and unloading contracts, changes in customs duties, exchange rates, possible new charges and changes resulting from sovereign measures are reserved. Such circumstances entitle us to adjust the contract accordingly, in particular the purchase price.
- 3.3 Payments shall be made net cash within eight days from the invoice date.
- 3.4 The minimum order value is EUR 500,00. If quantities fall below this minimum order value, the customer shall pay an additional handling fee in accordance with the applicable price list, which we will provide upon request.
- 3.5 The customer is not entitled to set off counterclaims or assert a right of retention unless the counterclaims or the right of retention have been acknowledged by us in writing, have been legally established, or the counterclaim is related to the goods invoiced. The customer is free to assert excluded claims in court.
- 3.6 If the customer fails to meet payment obligations, or if, after the conclusion of the contract, we become aware of circumstances that are likely to significantly impair the customer’s creditworthiness and thereby jeopardize the payment of our outstanding claims, we are entitled—subject to further claims—to declare all outstanding claims immediately due and payable, to demand security for such claims, and/or to withdraw from the current contract with the customer as well as from any other contracts already concluded with the customer, and to make future deliveries contingent upon advance payment.
- 3.7 If payment deadlines are exceeded, we shall charge interest at a rate of nine percentage points above the applicable base interest rate of the European Central Bank. In addition, we are entitled to claim the default lump sum of EUR 40 pursuant to Section 288(5) BGB. We reserve the right to claim further and higher damages.

4. Deliveries, Transport Risk and Reservation of Self-Supply

- 4.1 Delivery periods are approximate only and do not constitute fixed dates unless we have expressly confirmed them in writing as fixed.
- 4.2 Unless otherwise provided in Sections 5.1 and 5.2, in the event of delayed delivery the customer shall grant us a reasonable grace period of at least two weeks.
- 4.3 All offers and contracts are subject to correct, complete, and timely delivery to us by our suppliers. This reservation regarding delivery to us applies only if we are not responsible for the failure to deliver. We are not responsible for the failure to deliver the goods if we have entered into a so-called “congruent covering transaction” with the supplier in a timely manner to fulfill our contractual obligations. If the goods are not delivered, we will immediately inform the customer of this circumstance and refund any purchase price and shipping costs already paid.
- 4.4 All offers and contracts are also subject to harvest conditions. If, as a result of a poor harvest, fewer products are available in terms of quantity than could have been expected at the time the contract was concluded, we reserve the right to deliver a correspondingly smaller quantity of product. This applies in particular if the products we have purchased through cultivation contracts are insufficient to fulfill the contracts of all customers. By delivering a smaller quantity for this reason, we fully fulfill our delivery obligations. In such a case, we are not obligated to deliver substitute products and are not liable for damages of any kind. This provision applies accordingly in the event that fewer products are available as a result of a ban on marketing imposed by the competent authorities.
- 4.5 Unless otherwise agreed, we are entitled to make partial deliveries in the customary commercial scope, provided they amount to at least 25% of the order quantity. For contracts whose performance extends over a longer period (deliveries on call), each delivery shall be deemed a separate transaction. A defective or late partial delivery shall have no effect on the portion of the contract that has not yet been fulfilled.
- 4.6 We reserve the right to round the ordered quantity up or down by up to 10%, with a corresponding adjustment of the purchase price, in order to deliver available packaging units.
- 4.7 Unless expressly agreed otherwise in writing, goods are dispatched at the customer’s expense and risk.
- 4.8 All deliveries include the required and necessary packaging. Disposal shall either be carried out by the buyer or the related costs shall be added to the relevant sales prices.

5. Force Majeure

- 5.1 If, for reasons beyond our control, we do not receive deliveries or services from our suppliers, sub-suppliers, or subcontractors—despite having properly and adequately secured these prior to entering into a contract with the customer, that is, despite a contractual agreement with the sub-supplier or subcontractor regarding the quantity, quality, and performance period, the customer’s claim for performance can be fulfilled in accordance with the contract, or if events of force majeure occur—that is, obstacles to performance for which we are not at fault and which are not merely temporary in nature and last for more than 14 calendar days—we will notify the customer in writing in a timely manner. In this case, we are entitled to postpone the delivery or service by the duration of the hindrance or to withdraw from the contract in whole or in part with respect to the unfulfilled portion, provided that we have fulfilled our aforementioned duty to inform and have not assumed the procurement risk or the manufacturing risk. The following are deemed equivalent to force majeure: pandemics and epidemics, natural disasters, strikes, lockouts, government intervention, shortages of energy and raw materials, transportation bottlenecks through no fault of our own, operational disruptions through no fault of our own—such as those caused by fire, water damage, or machinery failure—and all other impediments that, viewed objectively, were not culpably caused by us.
- 5.2 If a delivery or performance date or a delivery or performance period has been agreed upon as binding, and if, due to events described in Section 5.1, the agreed-upon delivery or performance date or the agreed-upon delivery or performance period is exceeded by more than four weeks, or if, in the case of non-binding performance dates, it is objectively unreasonable for the customer to remain bound by the contract, the customer is entitled to withdraw from the contract with respect to the unfulfilled portion. The customer has no further legal rights in this case, in particular no claims for damages.

6. Quality of Goods, Duties to Inspect and Notify Defects, and Defect Claims

- 6.1 The required characteristics of the goods are governed by the contractual agreements. However, unless otherwise expressly stipulated in writing, these do not constitute any representations of quality or warranties.
- 6.2 Unless otherwise expressly agreed in writing, we sell goods that comply with the legal requirements in effect at the time of delivery in the EU and in Germany for the respective food category (e.g., herbs, spices). The customer is solely responsible for verifying any additional requirements for specific applications (e.g., in dietary supplements or tea) or compliance with legal systems other than those of Germany and the EU.
- 6.3 Unless otherwise expressly agreed in writing, we label the goods we deliver in accordance with the legal requirements in Germany and the EU; this applies in particular to allergen labeling.
- 6.4 Items labeled as “Original Goods” or “orig.” are merely sold by us and are not manufactured or processed by us. A product sold as “Original Goods” is delivered by us exactly as we purchase it from the source; we act solely as a retailer in this regard. The quality parameters of these goods may differ from those we manufacture or process, without this constituting a defect in the goods.
- 6.5 In the case of a sale based on a sample approval, the sample serves only as an illustrative example to demonstrate the characteristics and nature of the goods. Unless otherwise expressly agreed in writing, the characteristics of the sample are neither warranted nor guaranteed.
- 6.6 In the case of a sale based on approval of analysis, the specifications and quality of the sample shall be deemed agreed upon unless the customer expressly notifies us in writing of any defects in the sample sent within the specified time limit and we have informed the customer in writing, at the start of the time limit, of the intended significance of his silence. The deadline for this is two weeks from the day following the delivery of the sample. In all cases, the customer shall bear the costs associated with the inspection.
- 6.7 A right to delivery from a specific harvest exists only if this has been expressly agreed to in writing.
- 6.8 Natural and harvest-related variations in the goods’ shape, color, texture, and active ingredient content do not constitute a defect in natural products, unless the goods deviate from express written agreements with the customer regarding these factors or the variations significantly exceed the usual range.
- 6.9 Any obvious defects must be reported to us in writing immediately, but no later than three business days after delivery of the goods to their destination. The buyer must carefully inspect the goods—or have them inspected—immediately upon delivery to their destination, even if samples or specimens had been sent beforehand. Hidden defects that could not be detected during a timely and careful inspection must be reported to us in writing immediately, but no later than three business days after they become known. If the obligations to inspect and give notice of defects as set forth above are not fulfilled, the goods shall be deemed accepted.
- 6.10 The goods shall also be deemed accepted if the buyer processes or resells them, unless the defect was not detectable upon proper inspection.
- 6.11 In the event of timely and justified complaints, the customer’s claims for defects shall, at our discretion, initially be limited to a replacement delivery or rectification of the defect. If the subsequent performance fails, we may attempt subsequent performance once more.
- 6.12 If our attempt at subsequent performance fails, the customer may, at his or her discretion, reduce the purchase price or rescind the contract. Claims for damages under Section 7 remain unaffected.
- 6.13 If the defect is attributable to a delivery made to us by a third party, the customer may only demand that we assign our claims against the third party to the customer. Only if the customer’s prior attempt to seek redress from the third party fails may the customer make a claim against us.

6.14 Warranty claims against us may not be assigned.

7. Liability

7.1 We are liable for damages only in the event of our own fault. Our liability for damages arising from slight negligence, in particular due to a breach of duty, a delay in performance, or failure to perform or performance that does not meet contractual obligations is excluded. This does not apply in the case of a breach of essential contractual obligations due to slight negligence; in this case, however, our liability is limited to the foreseeable, direct damages typical for this type of contract. An essential contractual obligation exists if the breach relates to an obligation whose fulfillment is essential for the proper performance of the contract and on whose compliance the customer may reasonably rely.

7.2 Furthermore, we are liable only for willful misconduct and gross negligence.

7.3 The foregoing limitations of liability do not apply to damages resulting from injury to life, body, or health for which we are responsible, or in cases of mandatory liability under the Product Liability Act.

8. Special Conditions for Customer-Supplied Goods and Contract Processing

8.1 The subject matter of contract processing is the processing or treatment (e.g. sterilization, preservation treatment, drying, cutting, grinding, cleaning, mixing) of goods that the customer provides to us for the purpose of contract processing, at the customer's expense, at the location specified by us.

8.2 The processing or treatment of the goods is carried out on the basis of the current state of the art. Nevertheless, unavoidable structural changes, particularly during sterilization and drying, as well as sensory deviations, may occur.

8.3 The processing losses that inevitably occur during processing depend heavily on the quality of the raw materials used. Accordingly, any information provided before processing regarding expected processing losses is always a non-binding estimate. We invoice based on the exact incoming and outgoing weights.

8.4 We perform only a visual inspection of the customer's goods delivered to us prior to processing. Any further inspection, in particular a prior quality inspection, is carried out only if agreed in writing.

8.5 We provide analytical testing of the processed goods at the customer's request and at the customer's expense.

8.6 If, in the course of performing a contract processing order, it becomes apparent that processing will be more expensive than initially assumed due to product-specific factors that were not identifiable at the time the contract was concluded, and we notify the customer accordingly, both contracting parties may withdraw from the contract if they cannot reach an agreement on the additional price.

8.7 Contract processing is a service; no specific result is owed.

8.8 By way of an independent guarantee undertaking, the customer guarantees that the condition and labeling of the goods provided to us ensure proper and safe handling, in particular that the goods can be stored and processed without risk to persons or property and may be placed on the market in compliance with the applicable statutory provisions.

8.9 The required characteristics of the processed goods are governed by the contractual agreements. However, unless otherwise expressly stipulated in writing, these do not constitute any representations of characteristics or guarantee.

8.10 We are entitled, but not obliged, to take retained samples from the customer-supplied goods delivered by the customer in an appropriate quantity. These retained samples shall be deemed processing losses within the meaning of Section 8.9.

8.11 If, when placing the order, the client provides a sample/specification of the desired finished-goods quality, these requirements are to be understood as target specifications that cannot be achieved with certainty due to the uneven nature of natural products. In particular, we do not guarantee that the quality according to the sample will be achieved.

8.12 We assume no liability for defects in the condition of the processed product insofar as these are based on product characteristics beyond our control, such as, for example, the initial microbiological load, natural or growth-related product characteristics, pesticide or heavy metal residues, or other foreign matter in the customer-supplied goods. The customer undertakes to accept the returned goods in writing within one week. If the customer fails to do so, the goods shall be deemed accepted.

8.13 Claims under the Product Liability Act remain unaffected.

9. Limitation Period

9.1 The limitation period for warranty claims shall be one year after delivery of the goods, unless mandatory statutory provisions provide for a longer limitation period.

9.2 The limitation period in the event of supplier recourse pursuant to Sections 445a, 445b and 478 BGB remains unaffected; it shall be five years calculated from delivery of the defective item to our customer.

10. Extended Retention of Title

10.1 The goods delivered by us shall remain our property until the purchase price has been paid in full.

10.2 If the customer has paid the purchase price for the delivered goods, but further liabilities arising from the business relationship with us have not yet been paid in full by the customer, we shall furthermore retain title to the delivered goods until all liabilities have been paid in full. This shall also apply if our individual claims are included in a current account.

10.3 In the event that the goods delivered by us are processed by the customer, we shall be deemed the manufacturer and shall directly acquire ownership of the newly created goods. If processing is carried out together with other materials, we shall directly acquire co-ownership of the new goods in proportion to the invoice value of the goods delivered by us to that of the other materials.

10.4 If the goods delivered by us are combined or mixed with an item belonging to the customer in such a way that the customer's item is to be regarded as the principal item, it shall be deemed agreed that the customer transfers co-ownership of

the principal item to us, namely in proportion to the invoice value of the goods delivered by us to the invoice value, or in the absence thereof to the market value, of the principal item.

10.5 At the same time, it is agreed that the customer shall, at its own expense, safely, properly and carefully store and insure our reserved title/Security interest as well as the sole or joint ownership arising pursuant to Sections 10.3 and 10.4, in each case with appropriate labelling.

10.6 The customer is entitled to resell the goods that are subject to our sole or co-ownership in the ordinary course of business, provided that the customer duly fulfills its obligations arising from the business relationship with us in a timely manner. All claims arising from the sale of goods to which we have retained title are hereby assigned by the customer to us already at the time the contract with us is concluded; if we have acquired co-ownership in the event of processing, combination or mixing, the assignment shall be made in proportion to the value of the goods delivered by us subject to retention of title to the value of the goods sold by the customer.

10.7 Pledges or transfers by way of security to third parties are not permitted for the customer. In the event of attachments or other interventions by third parties affecting our reserved title, the customer shall notify us immediately so that we can protect our rights. If the third party is unable to reimburse us for the judicial or extrajudicial costs of legal enforcement, the customer shall be liable for the loss incurred by us.

10.8 At our request, the customer shall provide all necessary information regarding the inventory of the goods owned by us and the claims assigned to us. Likewise, at our request, the customer shall identify the goods subject to our ownership/co-ownership as such and notify its buyers of the assignment.

10.9 In the event of default in payment by the customer, the customer shall no longer be entitled to resell or process the goods subject to our retention of title. The customer shall immediately surrender them to us, provide all information regarding securities and hand over the relevant documents. The costs of protecting our rights shall be borne by the customer. Revocation of the authority to resell or process shall not in itself constitute a withdrawal from the contract. Our right to withdraw from the contract and to claim damages for non-performance shall remain unaffected.

10.10 If the value of the securities to which we are entitled exceeds the claims to be secured by more than 20% in total, we shall, at the customer's written request, be obliged to release securities selected by us in a corresponding amount in favor of the customer.

10.11 If the retention of title under the provisions of this Section 10 is not effective under the law of the state in whose territory our products are located, the next effective legal security corresponding to retention of title in that state shall be deemed agreed. The customer shall, where applicable, take all measures required for the approval and preservation of such right.

11. Final Provisions

11.1 The place of performance for our obligations and the customer's obligations is Hamburg.

11.2 All agreements made between us and the customer for the purpose of performing the delivery of goods by us shall be recorded in writing. Transmission in text form within the meaning of Section 126b BGB, in particular by fax or email, shall be sufficient to satisfy the written form requirement under Section 126 BGB, unless these General Terms and Conditions of Sale expressly require written form to the exclusion of text form.

11.3 The place of jurisdiction is Hamburg. However, we are also entitled to bring an action against the customer at the customer's registered office.

11.4 The laws of the Federal Republic of Germany shall apply exclusively, excluding the provisions of private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).