

## **General Terms and Conditions of Hanse-Agro - Consulting and Development GmbH**

Status 1. August 2024

### **§ 1 Scope of application**

1.1 These General Terms and Conditions shall apply to all contracts between Hanse Agro-Beratung und Entwicklung GmbH (Contractor), hereinafter referred to as HA B+E, and its clients. Conflicting or deviating terms and conditions of business, contract and/or purchase shall not be recognised unless their validity has been agreed in writing.

1.2 Insofar as individual contractual agreements have also been made between the contracting parties, these shall take precedence over the provisions of these General Terms and Conditions. These General Terms and Conditions shall then only apply in addition, unless and to the extent that the individual contract contains provisions to the contrary.

### **§ 2 Services provided by Hanse Agro**

2.1 HA B+E provides various services in the field of crop cultivation consultancy, development and research in the field of crop cultivation and consultancy in the field of business management for agricultural enterprises and other companies active in agriculture. These include in particular

- a. Consultancy in all areas of cultivation: Development of farm-specific and sustainable strategies with a holistic approach: plant protection and fertilisation measures, long-term problems (mechanisation, crop rotation planning) in the form of face-to-face or online consulting.
- b. Creation of tools and detailed elaborations such as application maps, basic fertilisation planning, fertiliser balances, etc. to support/accompany the consultation. These are products that are independent of technical production advice.
- c. Farm management consulting: farm branch analysis and horizontal farm comparison in a working group of arable farms and as individual consulting.
- d. Organisation of seminars, training courses and workshops on a wide range of topics
- e. Information subscriptions (digital/written/telephone) in the above-mentioned areas.
- f. In addition to the above-mentioned points, the scope of the order can be extended by mutual agreement in accordance with the future service catalogue/offer.

The services or service areas described under a. to f. are each independent services that are commissioned separately and invoiced according to the applicable remuneration rates in accordance with the applicable fee/price overview.

The Contractor shall not provide any services within the meaning of the German Legal or Tax Consultancy Act. Insofar as advice or recommendations are given on legal or tax law issues, this is non-binding advice that can only be clarified in a binding manner by lawyers or tax consultants who are to be mandated by the Contractor on their own responsibility.

2.2 HA B+E shall only owe the provision of services, but not the production of a work or the achievement of a specific result. The exclusively contractual nature of HA B+E's obligation to provide services shall not change even if HA B+E undertakes to record the results of its services in writing and to prepare and submit corresponding reports, studies and the like. Unless expressly agreed otherwise, such written reports, studies and the like shall in particular not constitute expert opinions, but shall only reflect the essential content of the process and the results of the services.

2.3 HA B+E shall not be obliged to check the information, data or documents provided to it in writing or verbally for their factual or mathematical accuracy, completeness or correctness. However, if HA B+E recognises that the information, data or documents provided to it in writing or verbally are obviously incorrect, incomplete or improper, it shall point this out.

2.4 The client shall be entitled to have any defects rectified. This claim must be asserted immediately. HA B+E must be given the opportunity to rectify the defect.

### **§ 3 Conclusion of contract, duration of contract, prevention, interruption**

3.1 A contract shall be concluded between the client and HA B+E prior to the commencement of activities. The contractual relationship shall commence on the contractually agreed start date. It shall be for an indefinite period.

3.2 The contractual relationship may be terminated by either party with three months' notice to 30 June or 31 December of a calendar year. Any cancellation must be in writing to be effective. HA B+E reserves the right not to accept orders for operational reasons.

3.3 If at least one serious service disruption occurs in the course of the contract, HA B+E shall be entitled to set the client a reasonable deadline to rectify the service disruption. If this deadline expires without success, HA B+E shall be entitled to withdraw from the contract. The client shall have no claim to fulfilment; the contractor's claims arising from this contract shall remain unaffected.

3.4 The possibility of cancellation for good cause remains unaffected by the above. Good cause is in particular the opening of insolvency proceedings or the refusal to open insolvency proceedings for lack of assets over the assets of the client. Termination for good cause is not bound to a specific period of notice. HA B+E may also, in the event of an application for or the opening of insolvency proceedings, make the continuation of its work dependent on the provision of security for the fee claims arising from the work.

3.5 Section 615 of the German Civil Code (BGB) shall apply and the Client shall also remain obliged in the event of interruptions or work restrictions to its activities due to measures to combat pandemics or other events, e.g. quarantine, plant shutdowns or comparable measures for other reasons.

3.6 Section 616 BGB shall apply in the event of interruptions to the Contractor's activities due to measures to combat pandemics or other events, e.g. ordered quarantine, or comparable measures for other reasons.

3.7 Cancellation of the contract with reference to §627 BGB is excluded.

3.8 The cancellation of any power of attorney granted shall not affect the validity of contracts between the client and HA B+E.

3.9 The cancellation of an agreed on-site appointment by the client must be made in text form at least 72 hours in advance. If possible, the parties shall agree a new appointment. If this is not possible within the framework of a consultation round, the client shall bear the travelling time and travel costs incurred in full and not just proportionately within the framework of the consultation round. In the event of a cancellation that is not made at least 72 hours before the appointment, HA B+E may invoice the agreed duration of the appointment, taking into account any expenses saved.

3.10 Registrations for open seminars, training courses etc. can be cancelled free of charge up to two weeks before the date. In the event of later cancellation, the participation fee will be charged in full

3.11 Consultancy and service contracts awarded to HA B+E shall be terminated by the provision of the respective services owed. Standing consultancy contracts shall remain unaffected by this; they shall only end through express written cancellation. If HA B+E notifies the client in writing that all services owed have been provided in full, the client can no longer demand the provision of further services if he does not object in writing to the incompleteness of the services provided within two weeks of receipt of HA B+E's declaration. The invoicing of consultancy services provided on the basis of time spent or a complete flat fee shall be deemed to be a declaration of the complete provision of the service owed (in each case) by HA B+E.

#### **§ 4 Place and time of work**

4.1 HA B+E shall be completely free to organise its working hours. Work shall be carried out in HA B+E's offices, on site at the client's premises or at other locations as required.

#### **§ 5 Schedule**

5.1 Work shall commence at the time agreed in the contract. The necessary activities and the dates scheduled for them shall be agreed between the client and the contractor at short notice.

#### **§ 6 Storage of documents**

6.1 HA B+E shall no longer be obliged to retain the documents handed over to it by the client for the purpose of providing the services owed if three years have passed since the date of termination of the contractual relationship or if six months have passed since a written request to the client to collect the documents.

#### **§ 7 Duty to co-operate**

7.1 The client shall be obliged to support HA B+E to the best of its ability, in particular to provide all information and documents required for the execution of the order and to create all conditions necessary for the proper execution of the order in its sphere of operations.

7.2 In order to calculate the area-related basic fee ("flat rate per hectare"), the client shall be obliged to submit the agricultural land utilisation certificate to HA B+E each year immediately after it has been prepared and submitted.

7.3 The client shall also be obliged to name one or more persons to HA B+E who are authorised to make all binding declarations necessary for the provision of the services owed to the client.

#### **§ 8 Data protection, data transmission**

8.1 The Client agrees that the exchange of data and information in co-operation with the Client and with all project participants may also take place via unencrypted e-mails. If the client does not wish data to be sent via unencrypted e-mails and e-mail attachments, it shall inform the contractor of this in writing - either in individual cases or in general. In this case, e-mail attachments will be sent in encrypted form, which the client can only open with a password. If encryption is required, encryption and decryption methods that can be used with standard software without additional installations shall be used both for sending data from the client to the contractor and vice versa.

8.2 HA B+E shall be entitled to automatically collect, process and store operational and personal data of the client entrusted to it within the scope of its activities and - within the scope of the subject matter of the order - to

transfer such data to a service data centre or other suitable third parties for further commissioned data processing. HA B+E is also authorised to store data from the contractual relationship, including data provided to it by the client, on external cloud systems, provided that the German data protection regulations are complied with. If third parties are engaged, Hanse-Agro-Beratung und Entwicklung GmbH must ensure that they fulfil their obligation to maintain confidentiality.

8.3 HA B+E undertakes to handle the information provided to it in compliance with the GDPR.

### **§ 9 Rights to the work results**

9.1 HA B+E shall be exclusively entitled to all copyrights or rights arising from supplementary protection under competition law to all documents produced by HA B+E for the purpose of providing the services owed.

9.2 The client shall be authorised to use, reproduce and publish such documents produced by Hanse-Agro-Beratung und Entwicklung GmbH for the purpose of providing the services owed only for its own operations for the contractually stipulated purposes.

9.3 The disclosure of HA B+E's work results to third parties shall require the written consent of HA B+E, unless consent to disclosure is already evident from the content of the order.

### **§ 10 Right of retention**

10.1 HA B+E shall have a right of retention to the documents handed over to it by the client for the purpose of providing the services owed until its claims arising from the contractual relationship have been completely fulfilled. This right of retention shall not exist if and to the extent that the client would suffer a disproportionate disadvantage as a result, even taking into account HA B+E's interest in fulfilment.

### **§ 11 Remuneration/fee, payment**

11.1 Unless otherwise agreed, the usual remuneration and the reimbursement of expenses according to the currently valid fee/price overview shall be deemed agreed.

11.2 HA B+E shall be entitled to adjust the fees/prices in line with general cost trends. HA B+E shall inform the client in writing of any price adjustments at least four weeks before they come into effect. If the client does not object to the fee/price increase in writing within two weeks of receiving HA B+E's notification, the increase shall be deemed to have been accepted.

11.3 All fees and prices - including flat rates - are net prices. VAT shall be added to all prices at the statutory rate and paid by the client. Travelling time and costs, accommodation, travel and other ancillary costs shall be invoiced additionally. Travelling time shall be regarded as consulting time.

11.4 Expenses for travelling and travel costs as well as other expenses incurred in connection with the contractor's work shall be reimbursed to the contractor by the client. Special expenses incurred by HA B+E and for which the client wishes to be reimbursed must be agreed with the client in advance.

11.5 Working hours are recorded electronically and invoiced in units of half hours. The minimum billing value is a full hour. For services for which a flat-rate fee is agreed, invoicing shall be carried out exclusively on a flat-rate basis; proof of the working hours required for the provision of these services shall be excluded. Services that are invoiced on a time basis shall be invoiced on a daily basis; no further proof of activity shall be agreed and shall not be provided.

11.6 HA B+E shall be entitled to invoice the services provided every 14 days after the start of the contractual relationship. As a rule, however, the services provided shall be invoiced on a monthly basis. In the case of flat-rate fees, interim invoices shall be issued on the basis of the estimated service status.

11.7 HA B+E shall be entitled to demand appropriate advance payments for consultancy services to be provided and to make the provision of the consultancy services dependent on the advance payment being made.

Notwithstanding the above, basic fees are calculated twice a year on 1 January and 1 July for six months in advance and are payable in advance.

11.8 Newsletters and digital services are invoiced semi-annually or annually in advance and are payable in advance. Seminars are invoiced in advance and are payable in advance.

11.9 Invoices from HA B+E are payable within 14 days of the invoice date, in Poland within 21 days.

11.10 HA B+E may also demand the provision of collateral security at any time to secure its payment claims if this appears necessary

11.11 The client is obliged - even in the case of a cancelled contractual relationship - to accept the planned services from HA B+E until the end of the contract period. If the client does not accept HA B+E's services during the term of the contract, HA B+E shall be entitled to the full contractual remuneration for the scope of services expected to be provided by the end of the contract, less any expenses saved. Agreed basic fees and other lump-sum payments shall always be paid in full without deduction for saved expenses until the end of the contract term.

11.12 The client may only offset HA B+E's claim for remuneration and reimbursement of expenses against undisputed or legally established claims.

11.13 Several clients for the same order shall be jointly and severally liable for the remuneration.

11.14 Upon payment of invoices from HA B+E by the client or third parties commissioned by the client, the claims asserted with the respective invoice and the services invoiced shall be deemed recognised. Claims for repayment are excluded.

11.15 Objections to invoices from HA B+E must be raised within two weeks of receipt at the latest; later objections are excluded.

11.16 If the client is in default of payment for more than two weeks, HA B+E shall be entitled to suspend work without further payment reminders and without setting a further deadline until all due invoices have been settled.

11.17 HA B+E may also demand the provision of collateral or advance payments at any time to secure its payment claims if this appears necessary.

## **§ 12 Confidentiality**

12.1 HA B+E undertakes to maintain confidentiality about all facts that come to its knowledge in connection with the fulfilment of the order, unless the client releases HA B+E from this obligation. This obligation shall not extend to facts that are obvious or generally known or that do not require confidentiality due to their significance. The duty of confidentiality shall not apply if disclosure is necessary to protect the legitimate interests of HA B+E or if a legal or official obligation exists. It shall also not apply if they must be disclosed in state proceedings or to enforce or defend against claims arising from the contractual relationship. Business and trade secrets of HA B+E's customers may not be utilised without authorisation.

12.2 HA B+E shall also be released from the duty of confidentiality to the extent that it is obliged to provide information and co-operation under the terms and conditions of its professional liability insurance.

### **§ 13 Reference**

The client authorises HA B+E to include the client in its publicly accessible reference list, to create a reference presentation on the website and/or the social media channels and information services of HA B+E and also to use the client's logo for this purpose. The client further agrees that HA B+E may, at its own discretion, name it as a reference for potential new customers in individual cases, also stating the nature of the activities. The client cannot derive a right to be named as a reference from this.

### **§ 14 Liability**

14.1 The liability of HA B+E for damages to the client is excluded, unless there is an intentional or grossly negligent breach of duty; in the case of negligence, it is limited to EUR 100,000.00 per claim. However, HA B+E shall be liable for damages resulting from culpable injury to life, body and health as well as damages resulting from the culpable breach of essential contractual obligations (so-called cardinal obligations); in the latter case, however, liability in the event of slight negligence shall be limited to the amount of typical contractual damages foreseeable at the time of the commencement of the contract. HA B+E shall not be liable for loss or reduction of production or earnings or loss of profit for the client. Liability for the success or achievement of specific objectives of the client is generally excluded, unless expressly agreed otherwise in writing.

### **§ 15 Statute of limitations**

15.1 All claims of the client against HA B+E resulting from the contractual relationship shall become time-barred after 2 years. Notwithstanding this, the statutory limitation period of 3 years shall apply if HA B+E is guilty of intent.

### **§ 16 Final provisions**

16.1 All claims arising from or in connection with the business co-operation between the client and HA B+E shall be governed exclusively by German law.

16.2 The place of jurisdiction shall be the district court responsible for HA B+E's registered office. However, HA B+E may also sue the customer at its general place of jurisdiction.

16.3 Should individual provisions of these terms and conditions be or become invalid, this shall not affect the validity of the remaining provisions.

16.4 The addresses of both the contractor and the client stated in the contract shall be deemed to be the address for service for all matters. This shall apply until one party notifies the other party in writing of a different address for service.

16.5 These GTC shall also apply in relation to persons other than the Client, in particular other companies of the Client, insofar as contractual or non-contractual relationships have also been established between the Contractor and these persons in individual cases by way of exception.

16.6 With the publication of these GTC on [www.hanse-agro.de](http://www.hanse-agro.de), all previously published GTC lose their validity.