HanseAgro
Beratung und Entwicklung GmbH

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General Terms and Conditions of
Hanse-Agro - Beratung und Entwicklung GmbH

§ 1 Scope of Application

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

1.2 Where 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 apply only in a supplementary capacity, provided that and to the extent that nothing or nothing to the contrary is stipulated in the individual contract.

§ 2 Services provided by Hanse Agro

2.1 HA B+E provides a range of services in the fields of crop production consultancy, crop production research and development, and business management consultancy for agricultural holdings and other businesses operating in the agricultural sector. These include, in particular:

a. Consultancy across all crop sectors: development of farm-specific and sustainable strategies using a holistic approach: plant protection and fertilisation measures, long-term issues (mechanisation, crop rotation planning) in the form of face-to-face or online consultancy.
b. Creation of tools to support or accompany consultancy and detailed documents such as application maps, basic fertilisation planning, fertilisation balances, etc. These are products independent of production-related consultancy.
c. Business management consultancy: analysis of farm sectors and horizontal farm comparisons within a working group of arable farms and as individual consultancy.
d. Organisation of seminars, training courses and workshops on a wide range of topics
e. Information subscriptions (digital/written/telephone) relating to the aforementioned areas of service.
f. In addition to the points set out above, the scope of the engagement may be extended by mutual agreement in accordance with a future scope of services or quotation.
The services or service areas described under a. to f. are each independent services which are commissioned separately and invoiced in accordance with the applicable rates set out in the current fee and price schedule.
The Contractor shall not provide any services within the meaning of the Legal and Tax Consultancy Act. Insofar as advice or recommendations are provided on legal or tax matters, these are non-binding in nature and may only be clarified in a binding manner by solicitors or tax advisers, who must be appointed by the Contractor on its own responsibility.

2.2 HA B+E is only obliged to provide services, but not to produce a specific work or to achieve a particular result. The exclusively contractual nature of HA B+E's obligation to perform remains unchanged even if HA B+E undertakes to record the results of its services in writing and to prepare and hand over corresponding reports, studies and the like. Unless expressly agreed otherwise, such written reports, studies and the like do not, in particular, constitute expert opinions, but merely reflect the essential content of the process and the results of the services.
2.3 HA B+E is under no obligation to verify the factual or numerical accuracy, completeness or correctness of any information, data or documents provided to it in writing or orally. However, should HA B+E recognise that the information, data or documents provided to it in writing or orally are manifestly incorrect, incomplete or irregular, it shall draw attention to this.
2.4 The Client is entitled to the rectification of any defects. This claim must be asserted without delay. HA B+E must be given the opportunity to rectify the defect.

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§ 3 Conclusion of the Contract, Term of the Contract, Inability to Perform, Suspension

3.1 A contract shall be concluded between the Client and HA B+E prior to the commencement of the work. The contractual relationship shall commence on the contractually agreed start date. It is of indefinite duration.

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

3.3 If at least one serious breach of contract occurs during the term of the contract, HA B+E is entitled to set the client a reasonable deadline for remedying the breach. Upon the unsuccessful expiry of this period, HA B+E shall be entitled to withdraw from the contract. The client shall have no claim to performance; the contractor's claims arising from this contract shall remain unaffected.

3.4 The right to terminate the contract for cause remains unaffected by the foregoing. Cause shall include, in particular, the commencement of insolvency proceedings or the refusal to commence such proceedings due to a lack of assets in the client's estate. Termination for good cause is not subject to any specific notice period. Furthermore, in the event of an application for or the commencement of insolvency proceedings, HA B+E may make the continuation of its activities conditional upon the provision of security for the fee claims arising from such activities.

3.5 Section 615 of the German Civil Code (BGB) applies, and the client remains obliged to pay even in the event of interruptions or restrictions to their activities due to measures to combat pandemics or other events, such as quarantine, business closures, or comparable measures for other reasons.

3.6 Section 616 of the German Civil Code (BGB) applies in the event of interruptions to the contractor's activities due to measures to combat pandemics or other events, such as ordered quarantine, or comparable measures for other reasons.

3.7 Termination of the contract on the grounds of Section 627 of the German Civil Code (BGB) is excluded.

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

3.9 Cancellation by the Client of an agreed on-site appointment must be made in writing at least 72 hours in advance. Where possible, the parties shall agree on a new date. Should this not be possible within the scope of a consultancy session, the Client shall bear the resulting travel time and travel costs in full, and not merely on a pro rata basis within the scope of the consultancy session. In the event of a cancellation not made at least 72 hours prior to 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. may be cancelled free of charge up to two weeks before the date. In the event of a later cancellation, the participation fee will be charged in full

3.11 Consultancy and service contracts awarded to HA B+E shall be terminated upon the provision of the respective services due. Ongoing consultancy contracts shall continue unaffected by this; they shall only be terminated by express written notice. If HA B+E notifies the client in writing that all services due have been fully performed, the client may no longer demand the provision of further services unless they give written notice of the incompleteness of the services provided within two weeks of receiving HA B+E's notification. The invoicing of consultancy services rendered on a time-spent basis or as a complete flat-rate fee shall be deemed a declaration by HA B+E that the services owed (in each case) have been fully rendered.

§ 4 Place and time of work

4.1 HA B+E is entirely free to organise its working hours as it sees fit. The work to be carried out shall be performed at HA B+E's offices, on site at the client's premises, or at other locations as required.

§ 5 Timetable

5.1 Work shall commence at the time agreed in the contract. The specific tasks required and the deadlines set for them shall be agreed between the client and the contractor at short notice.

§ 6 Retention of Documents

6.1 HA B+E shall no longer be obliged to retain the documents provided to it by the Client for the purpose of performing the services owed if three years have elapsed since the date of termination of the contractual relationship or six months have elapsed since a written request was made to the Client to collect the documents.

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§ 7 Obligation to cooperate

7.1 The Client is obliged to support HA B+E to the best of its ability, specifically by providing all information and documents necessary for the performance of the contract and by creating, within its sphere of operations, all conditions necessary for the proper execution of the contract.

7.2 The area-based basic fee (“hectare flat rate”) is calculated on the basis of the area size most recently communicated by the client to HA B+E. To enable the calculation of the area-based basic fee (“hectare flat rate”), the Client is obliged to submit the agricultural land use certificate to HA B+E annually, immediately after it has been drawn up and submitted.”

7.3 The Client is also obliged to designate one or more persons to HA B+E who are authorised to make, on behalf of the Client, all declarations necessary for the provision of the services owed.

§ 8 Data Protection, Data Transfer

8.1 The Client agrees that the exchange of data and information in the course of cooperation with the Client and with all project participants may also take place via unencrypted emails. Should the Client wish for data not to be sent via unencrypted emails and email attachments, they shall notify the Contractor of this in writing, either on a case-by-case basis or generally. In this case, email attachments will be sent in encrypted form, which the Client can only open with a password. Where encryption is required, both for data transmission from the Client to the Contractor and vice versa, encryption and decryption methods must be used that are compatible with standard software without the need for additional installations.

8.2 HA B+E is entitled, in the course of its activities, to collect, process automatically and store the Client’s operational and personal data entrusted to it, and – within the scope of the subject matter of the contract – to transfer such data to a data centre or other suitable third parties for further data processing, where necessary. HA B+E is also entitled to store data arising from the contractual relationship, including data provided to it by the client, on external cloud systems, provided that German data protection regulations are complied with. Where third parties are engaged, Hanse-Agro-Beratung und Entwicklung GmbH must ensure that they are bound by a duty of confidentiality.

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

§ 9 Rights to the Work Products

9.1 All copyrights or rights arising from supplementary protection under competition law in respect of all documents created by HA B+E for the purpose of providing the services owed shall vest exclusively in HA B+E.

9.2 The use, reproduction and publication of such documents created by Hanse-Agro-Beratung und Entwicklung GmbH for the purpose of providing the services owed is permitted to the Client solely for its own business operations and for the purposes specified in the contract.

9.3 The disclosure of HA B+E’s work results to third parties requires the written consent of HA B+E, unless consent to such disclosure is already implied by the terms of the contract.

§ 10 Right of retention

10.1 HA B+E shall have a right of retention over the documents provided to it by the client for the purpose of performing the services owed, until its claims arising from the contractual relationship have been settled in full. This right of retention shall not apply if and to the extent that it would cause the Client a disproportionate disadvantage, even taking into account HA B+E’s interest in performance.

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§ 11 Remuneration/Fees, Payment

11.1 Unless otherwise agreed, the standard remuneration and the reimbursement of expenses as set out in the currently valid fee/price schedule shall be deemed to have been agreed. The currently valid fee/price list is published on the HA B+E website. Upon request, this will be sent to the client by email or post.

11.2 HA B+E is entitled to adjust 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 take 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 accepted.

11.3 All fees and prices – including flat-rate charges – are net prices. Value added tax at the statutory rate is to be added to all prices and paid by the Client. Travel time and costs, accommodation, transport and other incidental expenses will be invoiced separately. Travel time shall be deemed to be consultancy time.

11.4 Expenses for travel and transport costs, as well as other expenses incurred in connection with the Contractor's activities, shall be reimbursed to the Contractor by the Client. Any special expenses that HA B+E incurs and wishes to have reimbursed by the Client must be agreed with the Client in advance.

11.5 Working hours are recorded electronically and billed in half-hourly increments. The minimum billing unit is one full hour. For services for which a flat-rate fee has been agreed, billing shall be on a flat-rate basis only; no proof of the working hours required to provide these services shall be required. Services billed on a time-spent basis shall be itemised on a daily basis in the invoice; no further records of activities shall be agreed and are not to be provided.

11.6 HA B+E is entitled to invoice for the services rendered every 14 days following the commencement of the contractual relationship. As a rule, however, invoicing for the services rendered takes place on a monthly basis. In the case of flat-rate fees, interim invoices are issued based on the estimated progress of the work.

11.7 HA B+E is entitled to require reasonable advance payments for consultancy services to be provided and to make the provision of such services conditional upon the payment of such advance payments.
Notwithstanding the above, basic fees are invoiced twice a year, on 1 January and 1 July, in advance for a six-month period, and are payable in advance.

11.8 Newsletters and digital services are invoiced half-yearly 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, at any time, also require the provision of security in rem to safeguard its payment claims, if this appears necessary

11.11 The Client is obliged – even in the event of a terminated contractual relationship – to accept the services provided by HA B+E until the end of the contract term. If the Client does not accept the services provided by HA B+E 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 up to the end of the contract, less any expenses saved. Agreed basic fees and other lump-sum payments shall always be payable in full, without deduction for expenses saved, until the end of the contract term.

11.12 The Client may only set off claims against HA B+E's claims for remuneration and reimbursement of expenses against undisputed or legally established claims.

11.13 Where there are several clients for the same commission, they shall be jointly and severally liable for payment.

11.14 Upon payment of invoices issued by HA B+E by the client or by third parties acting on the client's behalf, the claims set out in the relevant invoice and the services invoiced shall be deemed to have been accepted. Claims for reimbursement 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 more than two weeks in arrears with payment, HA B+E is entitled to suspend work without further payment reminders and without setting a further deadline until all outstanding invoices have been settled.

11.17 HA B+E may, at any time, require the provision of security in the form of collateral or the payment of advance payments to secure its claims for payment, if this appears necessary.

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§ 12 Confidentiality

12.1 HA B+E undertakes to maintain confidentiality regarding all facts that come to its attention in connection with the performance of the contract, unless the client releases HA B+E from this obligation. This duty does not extend to facts that are obvious or generally known, or which, by their nature, do not require confidentiality. The duty of confidentiality shall not apply where disclosure is necessary to safeguard the legitimate interests of HA B+E or where there is a statutory or regulatory obligation to disclose. Nor shall it apply where disclosure is required in the context of state proceedings or for the enforcement or defence of claims arising from the contractual relationship. Trade and business secrets of HA B+E's clients may not be exploited without authorisation.

12.2 HA B+E is also released from the duty of confidentiality to the extent that it is obliged to provide information and cooperate in accordance with the terms and conditions of its professional indemnity insurance.

§ 13 Reference

The Client authorises HA B+E to include the Client in its publicly accessible list of references, to create a reference profile on HA B+E's website and/or social media channels and information services, and to use the Client's logo for this purpose. The Client further agrees that HA B+E may, at its discretion, name the Client as a reference to potential new clients in individual cases, including details of the nature of the work. The Client cannot derive any right to be named as a reference from this.

§ 14 Liability

14.1 HA B+E shall not be liable for any loss or damage suffered by the Client, unless such loss or damage results from a breach of duty committed with intent or through gross negligence; in the event of negligence, liability is limited to EUR 100,000.00 per claim. However, HA B+E shall be liable for damages resulting from culpable injury to life, limb or health, as well as for 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 is limited to the amount of damages typical for the contract and foreseeable at the time the contract commenced. HA B+E shall not be liable for any loss or reduction in production or revenue, or for any loss of profit suffered by the client. Liability for the success or achievement of specific objectives of the client is generally excluded, unless expressly agreed otherwise in writing.

§ 15 Limitation period

15.1 All claims by the Client against HA B+E arising from the contractual relationship shall be time-barred after 2 years. Notwithstanding this, the statutory limitation period of 3 years shall apply if HA B+E is found to have acted with intent.

§ 16 Final Provisions

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

16.2 The place of jurisdiction shall be the Regional Court with jurisdiction over HA B+E's registered office. However, HA B+E may also bring proceedings against the Client at the Client's general place of jurisdiction.

16.3 Should any 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 specified in the contract shall serve as the delivery address for all matters. This shall apply until one party notifies the other party in writing of a different delivery address.

16.5 These General Terms and Conditions shall also apply in relation to persons other than the Client, in particular other businesses of the Client, insofar as, in exceptional cases, contractual or non-contractual relationships have also been established between the Contractor and such persons.

16.6 Upon publication of these General Terms and Conditions on www.hanse-agro.de, all previously published General Terms and Conditions shall cease to be valid.

Version: 4 Date: 1 January 2026

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