



## Terms and conditions of payment and delivery conditions of:

Harry-Brot GmbH, Kiebitzweg 15 - 19, 22869 Schenefeld  
BBN 40 71800 2 / GLN 40 71800 00000 8  
Eco Control Number: DE-ÖKO-006  
RSPO certification: BMT-RSPO-0072  
RA\_00116662209

Please contact your Harry supplier directly for all questions and complaints.

These terms and conditions of payment and delivery apply exclusively for B2B transactions. We do not recognise general terms and conditions which differ from, oppose or add to these terms and conditions, including through silence or unconditional contract implementation.

1. We reserve ownership in the delivered goods up to complete payment of all claims from the current commercial relationship with the purchaser. The purchaser is authorized to resell the goods subject to reservation of ownership in the normal course of business. The purchaser hereby assigns its claims from the resale of the goods subject to reservation of ownership to us. The purchaser is authorized to collect the claims assigned to us in its own name and for our account. This does not affect our authority to collect the claims ourselves. If the purchaser defaults on the payment of the purchase price, we have the right to rescind the purchase contract and request the return of the goods subject to reservation of ownership from the purchaser. We undertake to release the securities we are entitled to on request from the purchaser insofar as their value exceeds the claims to be secured by more than 10 %.
2. The purchaser must inspect the goods immediately after receipt and, if there is a defect, notify the seller immediately. As a rule, a notification of defects shall only be considered to have been made immediately if it is made within two days following receipt of the goods. If the purchaser fails to notify of the defect, the goods shall be considered as approved, unless it is a defect which could not be identified during the inspection. If such a defect appears later, the notification must be made immediately after it is discovered; otherwise the goods shall also be considered approved even in consideration of this defect. Errors in invoices are to be reported within six days following receipt by the respective supplier. Late notifications are not to be taken into consideration.
3. The invoice amount is payable immediately and without discount following receipt of the invoice. The goods are not paid for until the invoice amount is either paid in cash or irreversibly received by us in a cashless payment procedure as a credit note or direct debit. For customers who are connected to a purchasing centre / sales chain, the same applies for cash payment, credit note or direct debit in favour of the purchasing centre / sales chain.



4. Pricing carried out at the customer's request shall be carried out at the customer's risk.
5. If the goods delivered or a part of them is defective, the warranty is limited according to the following provisions to subsequent performance in the form of delivery of a new thing free from defects (subsequent delivery). If the subsequent delivery of goods is not possible, the purchaser is authorized to reduce the purchase price accordingly or to rescind the contract to the extent that the subsequent delivery was not possible. The purchaser is to return the goods complained about to us in accordance with the statutory provisions. Otherwise warranty claims are excluded. Liability for damages resulting from injury to life, body or health which are based on a breach of duty by us, a legal representative or vicarious agents is not excluded. The same applies for such damages insofar as they are based on a grossly negligent or intentional breach of duty by us, a legal representative or vicarious agents.
6. The court of jurisdiction for all disputes arising from this contract is Hamburg.
7. We use the personal data collected from our customers within the framework of the business relationship and observe the applicable provisions of data protection law.  
Please find further explanations in Appendix 1
8. Means of transport (pallets, crates etc.) are a loan and must be returned, otherwise they will be charged.



## Appendix 1

### Data privacy statement for business customers

Below we inform you about the collection of personal data using our delivery app in the context of our business relationship with you when delivering goods to you.

#### Data controller

Harry-Brot GmbH  
Kiebitzweg 15-19  
22869 Schenefeld  
Germany  
Telephone: +49 (40) 830 35-0  
[info@harry.de](mailto:info@harry.de)  
<https://www.harry-brot.de/>

#### Contact details of the data protection officer

Personal/confidential  
To the data protection officer of Harry-Brot GmbH

c/o intersoft consulting services AG  
Beim Strohhouse 17  
20097 Hamburg  
E-mail: [datenschutz@harry.de](mailto:datenschutz@harry.de)

#### Information on the processing of your data

Personal data may be processed when delivering to business customers. In particular, using the delivery app, our employees can process email addresses and master data of business customers that enable inferences to be drawn about natural persons.

We process your personal data for communication and delivery purposes in the context of our business relationship. The legal basis for the data processing is the fulfilment of a contract concluded with you in accordance with Art. 6 para. 1 sentence 1 lit. b GDPR.

#### Disclosure and transfer of data

Apart from the cases explicitly mentioned in this data privacy statement, your personal data is only passed on without your express prior consent if this is permitted or required by law. This may be the case, for example, if this processing is necessary to protect the vital interests of the user or another natural person. Before you are redirected to websites of other providers, you are clearly informed of this as a user.



### **Storage period for your data**

We fundamentally only store personal data until the respective purpose for which it was collected has been achieved. We also store the data beyond this period if and insofar as we are subject to statutory retention obligations. These may result, for example, from the German Commercial Code (Handelsgesetzbuch - HGB) or the German Tax Code (Abgabenordnung - AO).

If you have given us your consent for a processing operation, the data relating to the granting of your consent is stored until you revoke your consent or at most for the duration of the processing operation and after the end of the processing operation within the scope of the statute of limitations.

### **Your rights**

You have the following rights against us with regard to the personal data concerning you:

#### **General rights**

You have the right to information, rectification, erasure, restriction of processing, objection to processing and data portability. Insofar as processing is based on your consent, you have the right to withdraw this consent from us with effect for the future.

#### **Right to lodge a complaint with a supervisory authority**

You also have the right to complain to a competent data protection supervisory authority about our processing of your personal data.

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