Applicable to all suppliers globally, including suppliers outside the European Union

Governing law: Federal Republic of Germany

1. Scope and Applicability

1.1 These supplier terms and conditions ("Terms") apply to all purchases of raw materials, ingredients, herbs, spices, botanicals, tea, tea blends, packaging materials, and related services (collectively "Products" or "Services") supplied to YOGI Tea GmbH ("YOGI" or "Buyer").

1.2 These terms apply exclusively and supersede any conflicting supplier terms unless explicitly accepted in writing by buyer.

1.3 Acceptance of a blanket purchase order (“BPO”) or purchase order ("PO") constitutes acceptance of these terms.

2. Blanket Purchase Orders and Purchase Orders

2.1 A BPO or PO becomes binding upon written confirmation by supplier or upon commencement of fulfillment.

2.2 Supplier must review all BPO or PO details for compliance, accuracy, and feasibility.

2.3 Buyer may request modifications to the BPO or PO where reasonable; Supplier shall cooperate in good faith.

2.4 Buyer may cancel all or part of a BPO or PO if supplier fails to comply with delivery, quality, or regulatory obligations.

2.5 The price indicated in the order shall be binding. All prices shall include the statutory rate of value added tax.

3. Delivery and Logistics Requirements

3.1 Supplier shall deliver products in the quantities, formats, and timelines indicated in the PO.

3.2 Deliveries must comply with EU logistics standards, including accepted EU pallet formats (e.g., EUR-1 120x80 cm).

3.3 Supplier must notify buyer promptly of delays and take corrective action at supplier’s cost when required.

3.4 Supplier shall conduct the work instruction written on the PO. All shipments must include: packing list, COA (where applicable), PO number, lot codes, product description, and weight details.

3.5 Products must be packaged to avoid transport damage and comply with EU packaging and labelling laws.

4. Quality, Food Safety & Compliance

4.1 Supplier confirms that all products comply with EU food law, including but not limited to:

- EU Organic Regulation (EC) 2018/848
- EU General Food Law (Reg. (EC) 178/2002)
- EU Contaminants Regulation (EU) 2023/915
- EU Pesticide MRL Regulation (EC) 396/2005

4.2 Supplier must ensure products are safe, traceable, and suitable for human consumption.
4.3 Supplier must provide documentation demonstrating compliance upon request, including certificates, test reports, and origin details.
4.4 Supplier agrees to promptly inform buyer of any potential food safety issue, contamination, non-compliance, or recall risk.

5. Product Conformity & Traceability

5.1 Supplier must maintain full traceability of raw materials, intermediates, and finished products.
5.2 Any change to raw material source, process, facility, or specification requires prior written approval from buyer.
5.3 Signing buyers' raw material specification forms the basis of the business relationship. Non-compliance with the specification will result in rejection of the goods. Any costs incurred shall be borne by the supplier (see 11.1)

6. Sustainability & Human Rights (CSDDD-Compliant)

6.1 Supplier must operate in compliance with internationally recognised human rights, labour rights, and environmental standards.
6.2 Supplier shall comply with the EU Corporate Sustainability Due Diligence Directive (CSDDD) where applicable.
6.3 Supplier must prevent and address: forced labour, child labour, discrimination, unsafe working conditions, and environmental harm.
6.4 Suppliers outside the EU must demonstrate equivalent due diligence processes.
6.5 Supplier must sign and comply with Yogi Tea´s current version of Supplier code of conduct.

7. Customs, Origin and Trade Compliance

7.1 Supplier must provide accurate country-of-origin information and comply with EU customs law.
7.2 Upon request, supplier must provide long-term supplier declarations or certificates of origin.
7.3 Products imported into the EU must meet all applicable import, phytosanitary, and documentation requirements.

8. Intellectual Property & Confidentiality

8.1 All specifications, documents, designs, formulas, and information provided by buyer remain buyer's exclusive property.
8.2 Supplier shall not use buyer's confidential information for any purpose other than fulfilling the agreement.
8.3 Confidential information may not be disclosed to third parties without prior written approval.

9. Data Protection (GDPR Compliance)

9.1 Supplier shall comply with the EU General Data Protection Regulation (Reg. (EU) 2016/679) when processing personal data.
9.2 Supplier shall process buyer-related personal data only to the extent necessary and maintain adequate safeguards.

9.3 Upon request, supplier shall sign a Data Processing Agreement (DPA).

10. Use of Artificial Intelligence Systems (AI Act Compliance)

10.1 Supplier must disclose any use of AI systems in production, quality control, documentation, or communications.
10.2 Supplier may not use AI tools on buyer's data without explicit written consent.
10.3 High-risk AI systems as defined in the EU AI Act require prior written approval.

11. Non-Compliance, Defects & Remedies

11.1 Buyer may reject any non-compliant products and return them at supplier's cost.
11.2 Supplier must immediately replace or correct defective products.
11.3 Buyer may claim damages arising from non-compliance, including costs related to recalls, testing, delays, or production losses.

12. Liability

12.1 Supplier is liable for all damage caused by non-conforming products, including food safety breaches and regulatory violations.
12.2 Supplier indemnifies buyer against third-party claims arising from supplier’s products or actions.
12.3 Liability exclusions are valid only where permitted under German law.

13. Force Majeure

13.1 Events such as natural disasters, war, or government actions may excuse performance temporarily.
13.2 Labour shortages, transport delays, or raw material shortages within supplier’s control are **not** considered force majeure.

14. Termination

14.1 Buyer may terminate the agreement for cause, including repeated non-compliance or endangerment of supply security.
14.2 Upon termination, supplier must return all buyer property, documents, and confidential information.

15. Governing Law & Jurisdiction

15.1 These terms are governed exclusively by the laws of the Federal Republic of Germany, excluding conflict-of-law rules.
15.2 Courts of Germany (preferred: Hamburg) have exclusive jurisdiction.
15.3 The UN Convention on the International Sale of Goods (CISG) does not apply.

16. Alternative Dispute Resolution

16.1 The parties shall first attempt to settle any dispute arising out of or in connection with this agreement by mediation conducted under the mediation rules of a recognized German mediation institution (e.g., IHK Mediation Centre).

16.2 If no settlement is reached within 45 days after the commencement of mediation, the dispute shall be finally resolved by arbitration in accordance with the arbitration rules of the German Institution of Arbitration (DIS).

16.3 The seat of arbitration shall be Hamburg, Germany. The language of the proceedings shall be English.

16.4 German substantive law shall apply.

17. Final Provisions

17.1 Should any clause be invalid; the remaining provisions remain in effect.

17.2 Supplier must inform buyer of any change in ownership, manufacturing site, or legal status.

17.3 Amendments require written agreement.

18. Incorporation of Specifications

18.1 Any product-specific specifications, quality agreements, technical data sheets, or annexes agreed between the parties form an integral part of the contract.

19. Order of Precedence

19.1 In the event of any conflict or inconsistency between the provisions of these General Terms and Conditions and any product-specific specifications, quality agreements or technical data sheets relating to the supplied raw materials, the product-specific specifications shall prevail.