

General terms and conditions for the use of the internet trading platform o-tx.com (as PDF)

(as of 21st of October 2011)

These conditions of participation regulate the use of the internet trading platform “o-tx.com” (hereafter referred to as “o-tx.com” or “o-tx.com platform”) operated by

otx AG, Gelderländer Str. 6, 29456 Hitzacker, Germany

which acts as contractual partner to all users to facilitate the trade of exclusively certified organic produce by producers, traders and commercial market participants.

Opposing terms and conditions of any user are invalid, unless their validity has expressly been agreed upon in writing. In this regard a “user” will be any natural person or legal entity or partnership respectively who or which has entered into a user license agreement with o-tx.com and for whom thus an individualized account has been set up.

1. Operator position of the o-tx.com platform

- a) o-tx.com will neither enter into the mediated commercial trades as offerer or seller nor as inquirer or buyer and will not be a contractual partner in these trade agreements. A guarantee for the creditworthiness of any participants/users is foreclosed.
- b) As sole operator of the platform o-tx.com offers users a technical means to utilize the platform for the publication of their own contents, for the quotation and receipt of contractual offers and notices of acceptance and for individual communication between users. The contents spread by users via these technical means or actions performed will as a rule not be reviewed by o-tx.com, barring any possible special agreements, and do not represent a statement or declaration by o-tx.com.

2. Prerequisite conditions of use

- a) Only those can become members on the trade platform o-tx.com who commercially or as original producers intend to offer certified organic produce for sale or request it for purchase.
- b) Prerequisite for offering produce on the trade platform is documentary proof of possession of a valid EC organic certificate or a different internationally recognized organic certificate. The certificate may either be uploaded directly under the account menu item or submitted to o-tx.com via fax. After upload or submission o-tx.com will validate the certificate against appropriate databases. Only after successful validation will the member account be activated for the trade of produce. o-tx.com reserves the right to exclude members from trade on the platform or to not activate their accounts if in doubt regarding the validity of certificates.
- c) o-tx.com reserves the right to attach conditions substantiated in the respective member to the use or extent of certain features (e.g. organic certificate, trade conduct, remuneration, creditworthiness).
- d) o-tx.com reserves the right to also modify, cancel or exchange for other services the free or charged for features and services or parts of these at any time, as far as can be reasonably

asked of the member. There is no entitlement to the retention of certain services or parts thereof (especially individual functionalities). This in particular applies to services which are not expressly mentioned in clause 3 of these terms and conditions or which are offered by o-tx.com free of charge after conclusion of contract.

- e) The set-up of an user account prerequisites the registration as user. Registration will occur via the electronic registration form on the o-tx.com platform or, on demand, through an employee of o-tx.com. The user license agreement will be concluded by release of the declaration of acceptance by o-tx.com. It shall be concluded for an indefinite period and is terminable according to clause 6 of these terms and conditions.
- f) The nondisclosure of his access code to unauthorized persons and the safeguarding against data spying and the unauthorized access of third parties is solely the responsibility of the user. The user license agreement obliges the user to inform o-tx.com immediately if he has reason to suspect that his user account has been used by a third party.

3. Trading formats while using the o-tx.com platform

- a) o-tx.com is a trading platform on which registered members may for commercial purposes offer and distribute to or buy from other registered members certified organic produce according to EC-Bio (Order No 834/2007) or a different internationally accepted certificate.
- b) o-tx.com will not at any point act as offerer or seller nor as inquirer or buyer in any trade. o-tx.com will not at any point be contractual partner in contracts made between offering and buying members by means of the trade platform o-tx.com.
- c) o-tx.com may be utilized by offerers and inquirers of certified organic produce. The trade will be conducted anonymously. Only the approximate distance to the respective logged in member will be displayed in an posted lot or request. Should a trade contract between members be concluded via o-tx.com, o-tx.com will supply the contractual partners with the respective contact data necessary for fulfilment of contract.
- d) o-tx.com operates the trade platform as an internet-based technical means for registered users to post and accept contract offers and declarations of acceptance and for individual communication between members and the trade platform. The contents spread or actions performed by members via these technical means will not be reviewed by o-tx.com with regard to their accuracy, completeness or legality. Actions performed by members are not at any point induced by o-tx.com. Solely the members are responsible for contents posted by members. These contents do not in any way represent views or statements of o-tx.com.
- e) According to these terms and conditions lots or requests posted on o-tx.com constitute conditional and binding quotations. Any posting of lots or requests and the submission of bids or offers on the o-tx.com trade platform are subject to these terms and conditions. Contract conclusions made via o-tx.com may include supplementary terms and conditions.
- f) o-tx.com reserves the right to translate the contents posted by members into other languages and to publish them for international trade at it's own discretion.
- g) For the expiry, meaning the time frame of public viewability, of lots, requests, bids for lots and quotations to requests on the trade platform the system time displayed in those lots, requests, bids and quotations is applicable.

4. Trade via the o-tx.com platform

- a) The posting of lots, requests, quotations and bids is conducted via the internet. Concerning this please note the description of the trading procedure on the following webpage: <http://www.o-tx.com/de/anleitung/>
- b) o-tx.com imposes fees for trading via o-tx.com. You will find the currently valid price schedule under: <http://www.o-tx.com/de/kosten/>

5. Terms of payment/Billing

- a) Invoices issued by o-tx.com are due for payment immediately after receipt.
- b) The user may only offset debits against fees charged by o-tx.com if these debits have been acknowledged legally and are uncontested.

6. Termination

- a) Users may terminate the user licence agreement at any time. The notice of termination may, at the user's choice, occur through a written statement addressed to o-tx.com or via use of the appropriate termination feature included in the user account management on the o-tx.com platform.
- b) o-tx.com may at any time terminate the user licence agreement with a notice period of 14 calendar days to the end of the month.

7. Limitation of liability

- a) In the case of violation of essential contractual obligations o-tx.com will only be held liable for the culpable action of legal representatives, executive employees or vicarious agent if o-tx.com, its legal representatives, executive employees or vicarious agents are guilty of intent or gross negligence. This limitation of liability does not extend to damages to the user's life, limb or health.
- b) If neither intent nor gross negligence of legal representatives, executive employees or other vicarious agents has occurred the liability towards the user is limited to the sum of, at the time of contract conclusion, typically foreseeable damages. In a case according to clause 7 sentence 1 o-tx.com will also not be held liable for compensation for indirect damage and loss of profit.
- c) In particular no liability is assumed for damages originating from a failure of the o-tx.com platform due to technical reasons. An availability of 98% throughout the year is guaranteed.

8. Final provisions

- a) The contract language shall be German. Any translations of webpages of the o-tx.com platform do not alter this and only serve to facilitate the platform's utilization.
- b) Sole place of jurisdiction for all disputes between o-tx.com and any user is Hamburg, Federal Republic of Germany. The parties remain free to sue the other party at their general place of jurisdiction.