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**Subject:** Binding Confirmation – Reinstated Subscription Agreement  
**From:** Dolev Tenenboim <dolev.tenenboim@gmail.com>  
**To:** Made in Market <info@madeinmarket.eu>, Support Made in Market <support@madeinmarket.eu>  
**Cc:** "info@portugal-brasil.com" <info@portugal-brasil.com>  
**Bcc:** Eran Tenenboim <eran.tenenboim@gmail.com>  
**Date Sent:** Thursday, January 22, 2026 8:00:00 AM GMT+01:00  
**Date Received:** Thursday, January 22, 2026 8:00:00 AM GMT+01:00  
**Attachments:** Binding\_Confirmation\_Reinstated\_Subscription\_2026-01-22.pdf

Hello Made in Market Team,

Please find attached the Binding Confirmation of the reinstated subscription agreement.

As set out in Article V, acceptance may be confirmed by written reply or by performance, namely by processing and shipping the next weekly order.

Respectfully  
Dolev Tenenboim

# **BINDING CONFIRMATION OF REINSTATED SUBSCRIPTION AGREEMENT**

*(Dauerschuldverhältnis pursuant to §§ 311, 314 BGB)*

**ADDRESSEE:** Made in Market / Made in Portugal

**ELECTRONIC MAIL:** info@madeinmarket.eu; support@madeinmarket.eu

**COPY TO:** info@portugal-brasil.com

**DATE OF ISSUE:** 22 January 2026

**REFERENCE:** **Binding Confirmation – Reinstated Subscription Agreement**

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## **PREAMBLE**

**WHEREAS** the Addressee (hereinafter "**Supplier**") has communicated its intention to reinstate the undersigned's recurring subscription service; and

**WHEREAS** the undersigned (hereinafter "**Customer**") has accepted the refund of Order #16045 as cancellation of that specific transaction in consideration for permanent resumption of the weekly subscription; and

**WHEREAS** the parties seek to establish clear, binding terms governing the reinstated subscription;

**NOW, THEREFORE**, the Customer hereby confirms the terms of the reinstated subscription as set forth herein.

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## **ARTICLE I – DEFINITIONS**

For purposes of this Agreement:

1. "**Agreement**" means this Binding Confirmation of Reinstated Subscription Agreement and all terms herein.
2. "**Continuing Obligation**" (*Dauerschuldverhältnis*) means a long-term contractual relationship requiring ongoing performance, governed by §§ 311, 314 BGB.
3. "**Good Cause**" (*Wichtiger Grund*) has the meaning under § 314 BGB and BGH jurisprudence, requiring circumstances so severe that continuation would be unreasonable even for the notice period.
4. "**Force Majeure Event**" means extraordinary circumstances beyond reasonable control, including: acts of war, terrorism, armed conflict; natural disasters; pandemics; government trade/transport restrictions; industry-wide international shipping labour actions.
5. "**HICP**" means the Harmonised Index of Consumer Prices for Food and Non-Alcoholic Beverages (COICOP Category 01) published by Eurostat for the Euro Area.
6. "**Shipping Cost Index**" means the Eurostat Road Freight Transport Price Index for the Euro Area, or such other reputable, publicly available logistics index as the parties may mutually agree in writing.

7. **"Index Election Period"** means the period of sixty (60) calendar days following the Effective Date during which the Supplier may elect to adopt index-linked pricing pursuant to Article III.
  8. **"Products"** means Skimmed Milk Lactose Free 1L cartons, or equivalent products mutually agreed in writing.
  9. **"Effective Date"** means the date on which the Supplier processes and ships the first weekly order following receipt of this Agreement, thereby accepting its terms.
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## ARTICLE II – SUBSCRIPTION TERMS

Section 2.1 – Nature of Agreement. This Agreement constitutes a Continuing Obligation (Dauerschuldverhältnis) under German law. The Supplier shall deliver, and the Customer shall accept and pay for, the Products on a weekly basis.

Section 2.2 – Product Specifications. The initial order quantity is seventy (70) units of Products (70 Litres) per week, subject to modification pursuant to Section 2.7.

Section 2.3 – Pricing (Recurring Discount). The Price shall be the Supplier's standard list price LESS the Customer's ten percent (10%) Recurring Customer Discount. This discount is a material condition of this subscription. Any change to the list price applies automatically, provided the 10% discount is maintained.

Section 2.4 – Shipping. The Supplier shall deliver at no shipping cost (€0.00) for orders meeting the Free Shipping Threshold, in accordance with the Supplier's published policy. No shipping charges, surcharges, or ancillary fees shall apply to qualifying orders.

Section 2.5 – Free Shipping Threshold. The Free Shipping Threshold is €99.00 order value. Orders below this threshold shall be subject to standard shipping charges as published by the Supplier.

Section 2.6 – Payment. The Customer shall pay in full for each delivery via the registered payment method upon invoice generation.

Section 2.7 – Order Quantity Modification. The Customer reserves the right to modify the weekly order quantity by providing written notice at least 48 hours prior to the next scheduled shipment.

Section 2.8 – Duration. This Agreement is of indefinite duration (unbefristet), continuing until properly terminated per Article III.

## ARTICLE III – TERM AND TERMINATION

Section 3.1 – Fixed Contractual Term. This Agreement shall have a fixed initial term commencing on the Effective Date and expiring on January 22, 2027 (the "Fixed Term").

Section 3.2 – Exclusion of Ordinary Termination by Supplier. During the Fixed Term, the right of the Supplier to terminate this Agreement for convenience (ordinary termination) is excluded. The Supplier guarantees the continuous supply of the Products at the agreed Price throughout the Fixed Term.

Section 3.3 – Customer Termination Rights. The Customer retains the right to terminate this Agreement for convenience at any time upon providing thirty (30) days' written notice to the

Supplier.

Section 3.4 – Termination for Good Cause. The right of either party to terminate this Agreement for good cause (wichtiger Grund) pursuant to § 314 BGB remains unaffected. For the avoidance of doubt, the following do not ordinarily constitute good cause, absent exceptional circumstances and concrete proof rendering continuation unreasonable even for the notice period:

- (a) Logistics/Shipping: delivery costs; fuel prices; carrier surcharges; claims that free shipping is unviable; product weight/volume; cross-border complexity.
- (b) Commercial/Business: discontinuing regional service; pricing policy changes; low profit margins; removing customer benefits; administrative burden; restructuring.
- (c) Economic: inflation; currency fluctuations; supplier price increases; market changes; the contract proving less profitable than anticipated.

Section 3.5 – Effect of Termination. Termination ends future performance obligations but does not affect payment obligations for orders already delivered.

Section 3.6 – Continuity of Performance. During any ordinary notice period, the Supplier shall continue weekly deliveries on the agreed schedule and terms. Any cessation, suspension, or reduction of deliveries during such notice period without lawful basis shall constitute a material breach of this Agreement.

#### ARTICLE IV – FORCE MAJEURE

Section 4.1 – Effect of Force Majeure. Neither party is liable for delay or failure to perform to the extent caused by a Force Majeure Event.

Section 4.2 – Suspension, Not Termination. Force Majeure does not, by itself, constitute good cause for termination. Performance obligations are suspended only for the duration of the Force Majeure Event.

Section 4.3 – Notice. The affected party shall notify the other party without undue delay, specifying the nature of the event and its expected duration.

Section 4.4 – Resumption. Upon cessation of the Force Majeure Event, the Supplier shall resume deliveries within fourteen (14) days under the same terms.

Section 4.5 – Exclusions. Force Majeure does not include cost increases, economic hardship, supplier price increases, logistics costs, or circumstances within the Supplier's reasonable control.

#### ARTICLE V – ACCEPTANCE AND FORMATION

Section 5.1 – Acceptance by Performance. By processing and shipping the next weekly order, the Supplier is deemed to have unconditionally accepted all terms herein. Such acceptance is binding and irrevocable.

Section 5.2 – Objection Procedure. Should the Supplier disagree with any term:

- (a) **Timing:** Written objection must be received by the Customer within **seven (7) calendar days** of the Supplier's receipt of this Agreement, and in any event **prior to** processing the next order.
- (b) **Content:** Objection must specify the particular provisions objected to and propose alternative terms.
- (c) **No Delay of Performance:** Filing an objection does **not** suspend the Supplier's obligation to perform under the subscription. Deliveries must continue during any

negotiation period. The objection mechanism relates solely to the specific disputed terms and does not affect the core performance obligation.

- (d) **Maximum Negotiation Period:** If objection is filed, the parties shall negotiate in good faith for a maximum of fourteen (14) days. If no agreement is reached within this period, the Customer's original terms shall govern, and continued performance by the Supplier thereafter constitutes acceptance.
- (e) **Prohibition on Delay Exploitation:** The objection mechanism may not be used to delay, obstruct, or avoid performance obligations. Any attempt to use repeated or frivolous objections to avoid shipping shall itself constitute a material breach entitling the Customer to all remedies under Article VIII.

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## ARTICLE VI – REMEDIES AND DAMAGES

Section 6.1 – Reserved Rights. Upon wrongful termination or material breach by the Supplier, the Customer reserves all rights under German law, including:

- (a) **Cover purchase costs** (*Deckungskauf*) under § 281 Abs. 4 BGB;
- (b) **Additional shipping costs** from alternative suppliers;
- (c) **Consequential damages** under § 280 BGB.

Section 6.2 – Regulatory Action. The Customer reserves the right to file complaints with Verbraucherzentrale, ASAE, Livro de Reclamações, EU ODR Platform, and other authorities.

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## ARTICLE VII – SETTLEMENT AND CONDITIONAL ABEYANCE OF CLAIMS

Section 7.1 – Settlement of Prior Transaction. The Customer, who explicitly and repeatedly rejected the unilateral refund issued by the Supplier on 20 January 2026 and demanded specific performance of Order #16045, now accepts said refund as part of this comprehensive settlement agreement solely in exchange for the permanent reinstatement of the weekly subscription on the terms set forth herein. This acceptance is strictly limited to the financial settlement of Order #16045 and does not constitute an admission that the Supplier's conduct was lawful, nor does it constitute a waiver of the Customer's position that the Supplier's unilateral cancellation, delay, and refusal to perform constituted material breach of contract. This settlement does not waive any rights arising from the reinstated subscription or future performance under this Agreement.

Section 7.2 – Conditional Abeyance of Regulatory Proceedings. Regarding the regulatory complaints (including but not limited to ASAE and Verbraucherzentrale filings) concerning the Supplier's pricing practices, the Customer agrees to hold such filings in abeyance (suspended). This suspension is strictly conditioned upon the Supplier's continued compliance with the Fixed Term and Pricing obligations set forth in Articles II and III of this Agreement.

Section 7.3 – Revival of Rights upon Material Breach. The suspension of proceedings described in Section 7.2 shall automatically terminate, and the Customer's rights to pursue all available regulatory and legal remedies shall immediately revive, in the event that the Supplier:

- (a) Terminates or suspends supply prior to January 22, 2027 (except for valid good cause pursuant to Section 3.4);
- (b) Fails to apply the agreed ten percent (10%) Recurring Customer Discount; or
- (c) Imposes unauthorized shipping charges.

In such event, the Customer reserves the right to claim damages, including the costs of cover purchases (Deckungskauf) for the remainder of the Fixed Term.

Section 7.4 – No Admission of Liability. This Article reflects a commercial settlement and does not constitute an admission of liability by either party regarding the prior dispute.

Section 7.5 – Preservation of Prior Rights. The expiry or termination of this Agreement, including upon completion of the Fixed Term, shall not affect any rights or remedies arising from material breaches occurring prior to such expiry or termination, which remain governed by applicable law.

## ARTICLE VIII – GENERAL PROVISIONS

Section 8.1 – Governing Law. This Agreement is governed by the laws of the Federal Republic of Germany.

Section 8.2 – Entire Agreement. This Agreement constitutes the entire understanding regarding the subject matter and supersedes prior negotiations and agreements.

Section 8.3 – Severability. Invalid provisions shall not affect the remaining provisions.

Section 8.4 – Amendments. Amendments require mutual written agreement.

Section 8.5 – Notices. All notices shall be in writing by electronic mail to the addresses specified herein.

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## EXECUTION

**IN WITNESS WHEREOF**, the undersigned has executed this Agreement as of the date first written above.

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**DOLEV TENENBOIM**

Frankfurt am Main, Federal Republic of Germany

22 January 2026

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## END OF AGREEMENT

*Transmitted via Electronic Mail – Record Retained*