

Subject: Fwd: ORDER #16045 – 246 LITERS – DECLARATION OF DEFAULT (VERZUG) Payment Reference: €473.85 via Revolut Instant Settlement (16 January 2026)
From: Dolev Tenenboim <dolev.tenenboim@gmail.com>
To: undisclosed-recipients:
Bcc: Eran Tenenboim <eran.tenenboim@gmail.com>
Date Sent: Tuesday, January 20, 2026 3:27:32 PM GMT+01:00
Date Received: Tuesday, January 20, 2026 3:27:32 PM GMT+01:00
Attachments: WhatsApp Chat with Made in Market.zip

----- Forwarded message -----

From: **Dolev Tenenboim** <dolev.tenenboim@gmail.com>
Date: Tue, Jan 20, 2026 at 3:26 PM
Subject: ORDER #16045 – 246 LITERS – DECLARATION OF DEFAULT (VERZUG) Payment Reference: €473.85 via Revolut Instant Settlement (16 January 2026)
To: Made in Market <info@madeinmarket.eu>, Support Made in Market <support@madeinmarket.eu>
Cc: info@portugal-brasil.com <info@portugal-brasil.com>

I. FORMAL DECLARATION OF DEFAULT

The final deadline set for performance—*Monday, 19 January 2026 at 18:00 (CET)*—has expired without delivery of goods or written confirmation from your side.

You are hereby formally declared to be in default (Verzug) pursuant to §§ 280, 286 of the German Civil Code (Bürgerliches Gesetzbuch – BGB).

I note for the record that you received my detailed communication via WhatsApp on 17 January 2026 at 15:44. You failed to respond in writing.

- * You attempted a single telephone call on *Monday, 19 January 2026 at 13:23*.
- * You left no voicemail.
- * You sent no text message.
- * You provided *zero written response*.

You had approximately five (5) hours between that unanswered call and the 18:00 deadline to confirm your compliance via email, WhatsApp, or any other written medium. You chose silence. A single unanswered telephone call, absent any follow-up, does not constitute performance of the contract, nor does it constitute a valid response to the serious legal allegations set forth herein.

II. REJECTION OF RESCISSION – DEMAND FOR SPECIFIC PERFORMANCE

I hereby explicitly reject any cancellation, withdrawal, or refund.

I have paid for the goods in full. I demand *immediate delivery of the fully paid order without any surcharge* (Erfüllung / Specific Performance).

This order consists of essential food products which constitute a strict necessity for my personal requirements. Your continued non-performance and deliberate silence have already caused foreseeable nutritional disruption.

I expressly reserve all claims for consequential material damages (Verzugsschaden) arising from your delay pursuant to § 280 Abs. 1, 2 BGB in conjunction with § 286 BGB.

III. UNCONTESTED FACTS

My detailed communication sent on 17 January 2026 (15:44) outlines the factual and legal basis of this dispute. As you have failed to contest these points in writing, they are deemed admitted pursuant to standard evidentiary procedure.

The full text of that communication is appended below as *ANNEX A* for the formal record.

IV. LEGAL VIOLATIONS

You are in violation of your own written policies and multiple provisions of EU and German law:

1. *BAD FAITH INDUCEMENT – § 242 BGB (Treu und Glauben)*
You induced me to switch from weekly 70L orders to bulk orders to solve *your* logistics problems, then punished me by removing my 10% discount.

This contradictory behavior ("Veniare contra factum proprium") is a fundamental violation of the Good Faith principle under German law.

2. *CONCLUDED CONTRACT – IMMEDIATE PAYMENT VIA REVOLUT*
I paid via Revolut Instant Settlement on 16 January 2026. Under German case law, demanding and accepting immediate payment concludes the contract instantly. You have *no legal right* to unilaterally alter the price or terms post-payment.
3. *ILLEGAL "BUTTON SOLUTION" VIOLATION – § 312j BGB*
German law mandates that the *TOTAL price* (including all shipping and additional costs) must be clearly visible on the final order button *before* the consumer clicks to confirm payment. Your own policy text admits that you inform customers about extra fees *after* placing the order. This is an *explicit confession* to violating this mandatory statutory requirement. Such clauses are *legally void*.
4. *VOID "SURPRISING CLAUSE" – § 305c BGB (Überraschende Klauseln)*
Your surcharge clause is *buried in micro-text at the very bottom* of your shipping policy (Item 12). Under § 305c BGB, any term in general terms and conditions that is so unusual that the consumer could not reasonably expect it is considered a "Surprising Clause" and is *legally invalid and void*. You cannot retroactively apply hidden clauses that contradict the *"Free Shipping for orders over €99"* clearly advertised at checkout.
5. *ILLEGAL POST-CHECKOUT SURCHARGES – § 312a Abs. 3 BGB / DL 24/2014*
Demanding €150+ *after* I paid €473.85 requires my *express consent*. I did not consent. This surcharge demand is *legally void*.
6. *DRIP PRICING & BAIT ADVERTISING – § 5 UWG / EU Omnibus Directive*
Advertising "Free Shipping" for orders exceeding €99 while concealing mandatory surcharges in the fine print constitutes *misleading advertising* and an *Unfair Commercial Practice* under the German Act Against Unfair Competition and the EU Omnibus Directive (EU) 2019/2161.
7. *AGGRESSIVE COMMERCIAL PRACTICE – EU Directive 2005/29/EC*
Withholding fully paid goods in order to demand an additional surcharge is classified as an *"Aggressive Commercial Practice"* under Article 8 of the EU Unfair Commercial Practices Directive. Such conduct significantly impairs the consumer's freedom of choice through coercion.

V. EXPANDED LIABILITY & DEMANDS

Because you are now in default (Verzug), my claims against you have expanded. I hereby demand:

1. *IMMEDIATE DELIVERY (SPECIFIC PERFORMANCE)*
Release Order #16045 immediately without surcharge.
2. *WAIVE THE SHIPPING SURCHARGE*
The €145-150 shipping fee demand is *legally void*. Remove this charge and release the order for shipment immediately.
3. *CORRECT THE PRICING DISCREPANCY*
The 246L order (Subtotal €479.70) reduces to *€431.73* with my 10% discount. The erroneous "Payment Due" balance of *€150.85* must be waived immediately.
4. *PROCESS THE OVERPAYMENT*
The difference between my payment (€473.85) and the correct discounted total (€431.73) results in a surplus of *€42.12*. This amount must be credited back to my account or refunded immediately.
5. *DEFAULT INTEREST – § 288 BGB*
I claim statutory default interest (5 percentage points above base rate) on the withheld funds, calculated from 19 January 2026 until the date of delivery.
6. *COMPENSATION FOR FUTILE EXPENSES – § 284 BGB*
I have incurred wasted costs in time and labor preparing my storage facility and clearing my schedule for a delivery you failed to make.

I reserve the right to invoice you for these costs if delivery is not confirmed within 24 hours.

7. *RESTORATION OF ACCOUNT STATUS*

I demand written confirmation that my *10% Recurring Discount* and *Free Shipping* status are permanently restored for all future orders, correcting your bad faith manipulation of my account terms.

VI. ESCALATION NOTICE

The deadline of *Monday, 19 January 2026 at 18:00* has expired.

I am now proceeding with filing formal complaints for Unfair Commercial Practices and Breach of Contract with the following authorities and institutions:

- * *Verbraucherzentrale* (German Consumer Protection Agency)
- * *ASAE* (Autoridade de Segurança Alimentar e Económica – Portugal)
- * *Livro de Reclamações* (Portuguese Official Complaints Register)
- * *EU Online Dispute Resolution (ODR) Platform*
- * *Revolut* – Merchant Misconduct Report

I reserve the right to pursue all available legal remedies, including but not limited to claims for specific performance, damages for delay (Verzugsschaden), and compensation for any consequential losses arising from your breach.

VII. FINAL NOTICE

Any further communication regarding this matter must be in writing.

Confirm immediate delivery of Order #16045 to avoid further complications and escalation.

Respectfully submitted,

Dolev Tenenboim
Frankfurt am Main, Germany
20 January 2026

ANNEX A RECORD OF PRIOR COMMUNICATION (Sent via WhatsApp: 17 January 2026, 15:44)

I see that my previous communications are being ignored.

To avoid any misunderstanding: I *explicitly reject any cancellation or refund*. I paid for the goods, and I demand their delivery (*Specific Performance*). This specific order is a *strict necessity* for my requirements and cannot be substituted.

PART 1: ACCOUNT HISTORY & YOUR CONDUCT

1. *Coercion to Bulk Orders:* My purchase history shows I maintained weekly *70L recurring orders* with a *10% discount* and *free shipping*. Your system repeatedly delayed/cancelled these orders, which you then consolidated into a single *180L shipment pre-Christmas*. This proves your logistics team has handled large orders under my original terms before. The transition to this *246L order* was prompted by *your delivery inconsistencies*, not a change in my needs.

2. *Sneaky Discount Removal:* You coerced me into accumulating this bulk order to solve *your* shipping logistics, a sneaky tactic effectively designed to strip my *10% recurring discount*. I was willing to overlook this loss just to secure my supply. To now demand *further surcharges* on top of that is a *spit in the face* of a cooperative customer.

3. *Unresolved Material Breaches:* I have acted with extreme patience despite your prior performance failures. Cartons with *rotten milk, and items contaminated with black sticky substances* constitute material breaches of contract under *§ 433 BGB*.

4. *Logistical Necessity.* I carefully calculated my available storage space, and *246 Liters is exactly the maximum capacity I have*. This is not an arbitrary number; it is a logistical necessity. I have already cleared my schedule and prepared my intake area specifically for this bulk delivery.

PART 2: LEGAL VIOLATIONS

You are currently in violation of your own written policies and multiple EU/German statutes:

1. *Bad Faith Inducement (Coercion) – § 242 BGB:* You induced me to switch from weekly 70L orders to bulk orders to solve *your* logistics, then punished me by removing my 10% discount. This contradictory behavior (*"Veni contra factum proprium"*) is a fundamental violation of Good Faith under German law.
2. *Concluded Contract – Revolut:* I paid via *Revolut Instant Settlement* on January 16th. Under German case law, demanding and accepting immediate payment concludes the contract instantly. You have *no legal right* to unilaterally alter the price post-payment.
3. *Illegal "Button Solution" Violation – § 312j BGB:* German law mandates that the *TOTAL price* (including all shipping) must be clearly visible on the final "Buy" button *before payment*. Your own policy text states you will inform customers about extra fees *after placing the order*. This is an *explicit confession* to violating this mandatory law. Such clauses are *legally void*.
4. *Void "Surprising Clause" – § 305c BGB:* Your surcharge clause is *buried in micro-text at the very bottom* of your shipping policy (Item 12). Any term in general terms and conditions that is unusual and that the customer could not reasonably expect is considered a "Surprising Clause" and is *legally invalid and void*. You cannot retroactively apply hidden clauses that contradict the *"Free Shipping >€99"* clearly advertised at checkout.
5. *Illegal Post-Checkout Surcharges – § 312a Abs. 3 BGB / DL 24/2014:* Demanding €150+ *after* I paid €473.85 requires my *express consent*. I did not consent. This surcharge is *legally void*.
6. *Drip Pricing & Bait Advertising – § 5 UWG / EU Omnibus Directive:* Advertising "Free Shipping" for orders >€99 while hiding mandatory surcharges in the fine print constitutes *misleading advertising* and an *Unfair Commercial Practice*.
7. *Aggressive Commercial Practice – EU Directive 2005/29/EC:* Withholding fully paid goods to demand an additional surcharge is classified as an *"Aggressive Commercial Practice"** under the EU Unfair Commercial Practices Directive.

PART 3: MY DEMAND

Since I have already paid the full amount (€473.85) *"under protest"** to ensure my supply line isn't interrupted, I require you to:

- * *Correct the Pricing Discrepancy:* The 246L order (Subtotal €479.70) reduced to *€431.73* with my 10% discount. I require the erroneous "Payment Due" balance of *€150.85* to be waived immediately.
- * *Process the Overpayment:* The difference between my payment (€473.85) and the correct discounted total (€431.73) results in a surplus of *€42.12*. This amount must be credited back to my account.
- * *Waive the €150 Fee.* This fee is legally void. Remove the shipping charge and release the order immediately.
- * *Future Terms:* I am prepared to consolidate to a *Monthly 200L+ schedule* to reduce your logistical overhead, provided my *10% discount* and *Free Shipping status* are formally preserved.

I am setting a final deadline: Monday, Jan 19 at 6:00 PM.

If I do not receive confirmation that the fee is waived and the shipment is released by this time, I will proceed with filing the formal complaints for Unfair Commercial Practices and Breach of Contract immediately on Tuesday morning.

Expect no further warnings,

Dolev Tenenboim

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Date Sent: Tuesday, January 20, 2026 3:26:42 PM GMT+01:00
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END OF ANNEX A
