

## General Terms of Conditions - Gilde Handwerk - B2B - English

### 1. Preamble

- 1.1. The following General Terms of Conditions (GTC) govern the contractual relationships between us, the commercially trading

GILDE HANDWERK Macrander GmbH & Co. KG

represented by GILDE Macrander Verwaltungsgesellschaft mbH  
represented by the managing director Renée Macrander-Yazdtchi and Hamid Yazdtchi.

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hereafter referred as GILDE  
and customers.

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- 1.2. Contractual language is German.
- 1.3. These GTC may be made available up in four language versions for the purpose of easier international understanding.

German, English, French and Italian.

In the event of any dispute, the German version shall prevail. In particular, in the event of any disagreement as to the interpretation of individual clauses of these GTC, the terms and definitions of German law shall prevail.

### 2. Definitions

- 2.1. merchant(s):

is either the person who operates a commercial enterprise or the person who has the name of his enterprise entered in the commercial register.

- 2.2. commercial enterprise / business:

Is any undertaking of a commercial nature, unless the nature or extent of the undertaking does not require a business established in a commercial manner.

- 2.3. entrepreneur:

A natural or legal person or a partnership with legal capacity. A person who, when entering into a legal transaction, is acting in the exercise of his or her trade, business or profession.

- 2.4. consumer:

Any natural person who enters into a legal transaction for a purpose that can be attributed neither to his/her commercial nor to his/her independent professional activity.

- 2.5. distance communication:

Communication means that can be used to initiate or conclude a contract without the simultaneous physical presence of the contracting parties, in particular letters, catalogues, telephone calls, telexcopies, e-mails as well as broadcasting, tele- and media services.

- 2.6. contractual text:

The contractual text within the meaning of these GTC is the product description resulting from our internet presentation and the content of the online order. The order confirmation sent by us on the Internet portal is not itself the text of the contract, but only confirms receipt of the order.

- 2.7. text form:

A legible statement identifying the person making the declaration, made on a durable medium.

2.8. durable medium:

Any medium which enables the recipient to retain or store a statement on the data carrier addressed to him personally in such a way that it is accessible to him for a period of time adequate for its purpose and is suitable for reproducing the statement unchanged.

2.9. deficiency damage:

The damage consisting in the fact that the object of purchase, as a result of a defect which can be remedied by subsequent performance, places the customer in a worse position compared to a defect-free object of purchase.

2.10. consequential damage:

The damage which is not remedied by defect-free supplementary performance and which the customer suffers to legal assets other than the object of purchase as a result of the defect which can be remedied by supplementary performance, in particular to body, property, possession and obligations to pay compensation to third parties.

2.11. freight and cartage:

For the purposes of these GTC, these are part of the transport costs of a good to the customer. Cartage shall mean the cost of carriage from GILDE to the forwarding agent and freight shall mean the cost of carriage from the receiving agent at the destination to the consignee.

### 3. Scope of these GTC

3.1. These GTC apply exclusively to all contracts, deliveries and other services.

3.2. We do not recognise any conflicting or deviating terms and conditions.

3.3. Insofar as the customer is a merchant, they shall also apply to all future business relations, even if they are not expressly agreed again.

3.4. We are entitled to amend or supplement these GTC at any time.

Customers have the right to object to such an amendment. If the objection is not made in text form within four weeks of receipt of the notice of amendment, these shall become effective in accordance with the amendment. Customers shall be informed in text form at the beginning of the period that the notice of amendment shall be deemed accepted if no objection is made within four weeks.

3.5. If the customer exercises the right of objection, GILDE shall have the right to continue the contract under the previous conditions or to terminate the contract within one month's notice to the end of the month.

### 4. contracting parties

4.1. Only entrepreneurs or legal entities are accepted as customers.

4.2. Other persons are excluded as customers.

4.3. The customer is obliged to provide truthful information when concluding the contract. The customer is obliged to provide truthful information when registering for an online-trader-area and not to pass on access data and passwords to third parties.

4.4. In the event of falsification of an entrepreneurial status, no purchase contract shall be concluded. Instead, the parties agree on a contractual penalty in the amount of twice the purchase price to be paid by the non-admitted customer.

### 5. Conclusion of contract / storage of the text of the contract and the GTC / service descriptions / unavailability

5.1. In our online shop

5.1.1. The advertising of the products in the online shop represents a non-binding invitation to submit an offer by our customers.

5.1.2. Customers make an offer by going through our order process and clicking on the link "Order & payment" at the end.

5.1.3. Entries can be corrected before submitting the order using the usual keyboard and mouse functions.

5.1.4. We may accept the customer's offer within 5 days at our discretion either by order confirmation or by delivery of the goods.

5.1.5. The text of the contract and these GTC will be saved.

- 5.2. In the case of contracts not concluded outside business premises within the meaning of § 312 b of the German Civil Code (BGB)
  - 5.2.1. The advertising of the products in the online shop represents a non-binding invitation to submit an offer by our customers.
  - 5.2.2. Customers may make an offer orally, in writing, in text form or by conclusive conduct.
  - 5.2.3. We can accept the customer's offer within two weeks either by confirming the order or by delivering the goods.
  - 5.2.4. The text of the contract and these GTC will be saved.
- 5.3. Illustrations, drawings, dimensions, quality specifications, weights and colour shades are approximate values customary in the industry. We reserve the right to make customary deviations and technical changes as well as changes in shape and/or colour and/or quality and/or weight if the change or deviation is reasonable for the customer taking into account our interests. The conclusion of the contract is subject to the reservation that GILDE will not deliver or only partially deliver in the event of incorrect or improper self-delivery.
- 5.4. This shall only apply in the event that GILDE is not responsible for the non-delivery and GILDE has concluded a specific covering transaction with its supplier. In the event of non-availability or only partial availability of the goods, the customer shall be informed without delay and any consideration already paid will be refunded without delay.

## **6. Product presentation and intellectual property**

- 6.1. For product presentations of the contractual products, the customer shall exclusively use images in a design that has been made available to him for this purpose.
- 6.2. Insofar as images are made available, they may not be edited or redesigned.
- 6.3. GILDE transfers the spatially limited, non-transferable, non-exclusive and revocable right to reproduce and publish the images provided for the duration of the contractual relationship, in each case for the purpose of advertising the contractual products in:
  - ad papers (print),
  - promotional sales exhibitions,
  - Inserts (print),
  - illustrated offers or order confirmations,
  - brochures print for promotional use,
  - specialist journals print (advertising use / editorial use),
  - online specialist journals (editorial),
  - posters (promotional use),
  - social media,
  - and
  - in their own webshop, which is not on the marketplace of a third party.
- 6.4. Insofar as products may be used in the company's own Internet shop, this shall only apply under the condition that end customers are given the opportunity to inspect the goods in the customer's shop and can also declare revocation there. Insofar as the images may be used in social media, they may only be used to advertise goods from the customer's own Internet shop or the customer's own shop. The placement of the images in image search engines or in marketplaces of third parties is not permitted. In particular, it is not permitted to grant third parties rights of use to the images.

## **7. prices**

- 7.1. All prices are net without taking into account any discounts agreed with the customer, without cash discount or other reductions, in euros ex GILDE loading station plus the applicable value added tax.
- 7.2. Approved discounts or freight reimbursements shall lapse in the event of court or out-of-court settlement proceedings, insolvency or if the customer is in arrears with payment for more than 2 months.
- 7.3. Packaging, freight, insurance and other fees are charged separately.
- 7.4. In the case of an obligation that is not a continuing obligation, we are entitled to change the prices if cost reductions or cost increases have occurred after the conclusion of the contract. In the event of a price increase, this shall not apply if our performance takes place within four months after conclusion of the contract.
- 7.5. We shall convert payments in currencies other than Euro according to the official exchange rate or, in the absence thereof, according to the market rate on the day of the credit entry on our account. The costs of the conversion and the credit note in Euro shall be borne by the customer.

- 7.6. Payments by the customer shall first be credited against the debt due, among several debts due against the debt which offers us the lower security, among several debts of equal security against the debt which is more onerous for the customer, among several debts which are equally onerous against the older debt and, in the case of debts of equal age, against each debt proportionately. If costs and interest have already been incurred, payment shall first be made on the costs, then on the interest and finally on the main claim (main performance).
- 7.7. Cheques and bills of exchange shall only be accepted by special agreement and only on account of performance, with all collection and discount charges being charged. Payment shall only be deemed to have been made when the cheque/bill of exchange has been honoured or the amount of the cheque or bill of exchange has been credited unconditionally and finally.
- 7.8. If the customer culpably falls into arrears with payment, we shall be authorised to call in the entire remaining debt. In this case, we shall also be entitled to demand the provision of security to the extent of the debt with which the customer is culpably in arrears. The customer has the right to choose the type of security pursuant to § 232 BGB (German Civil Code). We shall also have the same right to demand security if it becomes apparent to us after conclusion of the contract that the customer is not creditworthy or if the customer has made false statements about his creditworthiness before or at the time of conclusion of the contract. If the customer does not provide the security upon request, we may withdraw from the contract.

## **8. Delivery dates / Partial delivery / Delivery periods / Transfer of risk**

- 8.1. Delivery dates indicated by the customer in its order shall be subject to our confirmation in order to be valid.
- 8.2. Partial deliveries are permissible to the extent that they are reasonable for the customer.
- 8.3. The commencement of the delivery period specified by us shall be conditional upon the customer providing all information, documents and items to be made available by it in accordance with the agreement. The delivery period shall be deemed to have been complied with if the delivery item has left our works or our warehouse by the expiry of the period or if we have notified the customer that the delivery item is ready for dispatch.
- 8.4. The delivery period shall be reasonably extended in the event of industrial disputes, in particular strikes and lock-outs or official requirements or orders, as well as in the event of unforeseen obstacles beyond our control, provided that such obstacles are beyond our control. Insofar as such hindrances demonstrably have a significant influence on the completion or delivery of the item to be delivered. This shall also apply if the circumstances occur during delivery.
- 8.5. The risk of accidental loss and accidental deterioration of the items to be delivered shall pass to the customer upon handover to the forwarding agent, the freight the forwarding agent, the carrier or any other person designated to carry out the shipment. The handover shall be deemed to have taken place if the customer is in default of acceptance. In addition, the risk in respect of goods to be delivered shall pass to the customer upon receipt of the notice of readiness for dispatch.
- 8.6. In the absence of an express agreement to the contrary, the route, method and means of dispatch shall be left to us without any guarantee as to the fastest and cheapest transport. The interests of the customer shall be reasonably taken into account. On request, we will insure the goods to be delivered against theft, breakage, transport, frost, fire and water damage as well as other risks to be named by the customer. other risks to be named by the customer, insofar as this is possible.
- 8.7. If dispatch is delayed at the customer's request, we shall, starting one month after notification of readiness for dispatch, charge the customer for the costs incurred for storage, we shall charge the costs incurred for storage.

## **9. Insurance and packaging, freight and delivery costs (incl. dropshipping)**

- 9.1. Deliveries within Germany:
- 9.1.1. Goods are insured for transport by GILDE.
- 9.1.2. The packaging and insurance costs in the amount of 2.1% shall be borne by the customer.
- 9.1.3. Delivery shall be ex works, unless otherwise agreed or unless otherwise provided for in these GTC.
- 9.1.4. For shipments by parcel service, the customer's share of the freight costs is:
- up to 5 kg 5,90 €,
  - up to 10 kg 7,95 €.
  - up to 15 kg 9,95 €.
  - up to 20 kg 11,95 €
  - up to 25 kg 14,95 €
  - up to 31,5 kg 17,95 €

- 9.1.5. Heavier consignments are sent by forwarding agent. For freight forwarding deliveries up to, the customer's share of the freight costs amounts to
- up to 500,00 € value of goods 6,0 % of the value of goods,
  - up to 1.000,00 € value of goods 4,0 % of the value of goods,
  - up to € 1,500.00 value of goods 2.5 % of the value of the goods,
- over this amount no freight costs will be charged.
- 9.1.6. Any costs incurred for deliveries on fixed dates are always charged to the customer, currently in the amount of € 19.80.
- 9.1.7. Insofar as shipments have to be notified, the customer shall bear the costs in the amount of € 5.90.
- 9.1.8. Express shipments are always carriage forward.
- 9.1.9. A minimum quantity surcharge of € 5.00 will be levied for small consignments with a value of goods of less than € 100.00.
- 9.2. Deliveries on export, outside Germany:
- 9.2.1. Goods are insured for transport by GILDE.
- 9.2.2. The packaging and insurance costs shall be borne by the customer. A packaging surcharge of 1.5% of the value of the goods and an insurance surcharge of 1.38% of the value of the goods will also be charged.
- 9.2.3. Delivery shall be ex works, unless otherwise agreed or unless otherwise provided for in these GTC.
- 9.2.4. For export, supplementary freight and delivery costs, minimum order and payment conditions apply in accordance with the current freight and delivery cost table of GILDE about which the customer can inform himself before placing an order.
- 9.3. Direct delivery to end consumers (dropshipping) is not covered by GILDE.

## **10. Terms of payment**

- 10.1. GILDE delivers on prepayment, invoice or cash on delivery.
- 10.2. Unless otherwise agreed, GILDE shall automatically delivers against advance payment.
- 10.3. Invoices are to be paid within 14 days after the invoice date. We grant a 2.00 % discount for payment by direct debit.
- 10.4. In the event of a delayed payment, GILDE shall be entitled to payment of a reminder lump sum of € 40.00 in the event of a reminder.

## **11. 11.Invoicing**

- 11.1. Pursuant to § 14 UStG, invoices may be sent electronically subject to the consent of the recipient.
- 11.2. GILDE is entitled to send invoices as pdf invoices by e-mail (electronic invoice dispatch).

## **12. 12. Liens / Retention of title / Property rights**

- 12.1. We retain title to the goods vis-à-vis our customers until full settlement of all claims arising from the current business relationship. Insofar as we agree with the customer on payment of the purchase price debt on the basis of the cheque/bill of exchange procedure, the reservation shall also extend to the payment of the purchase price debt. payment of the purchase price debt on the basis of the cheque - bill of exchange procedure, the reservation also extends to the redemption of the bill of exchange accepted by us by the customer and does not expire by crediting of the crediting of the cheque received by us.
- 12.2. We undertake to release the securities to which we are entitled at the customer's request to the extent that the realisable value of our securities exceeds the value of the claims to be secured by more than the value of our securities. Value of our securities exceeds the claims to be secured by more than 20 %; The choice of the securities to be released shall be at our discretion.
- 12.3. A transfer of the object subject to the reservation of title or to our ownership by way of security to a place other than the place of delivery or a place other than the place of delivery or to sell it without our express consent. At our request, the customer is at our request, the customer shall be obliged to mark these items in a clearly visible place with a sign indicating our ownership. The customer is also obliged to inform us immediately of any access to the goods by third parties, for example in the event of seizure or any damage, or the destruction of the goods without delay. Furthermore, he shall be obliged to inform us of all other rights and obligations according to the law of the location of the goods. Of the location of the goods subject to retention of title or in our ownership by way of security, in order to maintain our ownership without restriction, also with effect against third parties. Insofar as the third party is not in a position to reimburse us for the extrajudicial

and judicial costs of an action pursuant to § 771 ZPO (Code of Civil Procedure) or similar foreign legal remedies, the customer shall be liable for the loss incurred by us. A change of possession of the goods as well as the customer's own. The customer shall notify us without delay of any change in possession of the goods and of its own change of domicile or place of business.

- 12.4. The customer is obliged to treat the goods to which we have retained title or ownership by way of security with care, to insure them adequately against theft, breakage, fire and water and, at our request, to apply for a security confirmation from the insurer in our favour (security certificate) from the insurer in our favour and, at our request, to assign to us the claims against the insurer and the damaging party and the damaging party to us at our request. Insofar as care, maintenance and inspection work is required, the customer must carry this out at his own expense in good time. The customer shall observe the laws and legal regulations applicable to the possession and use of the goods, observe. Should the customer fail to comply with the insurance obligation even after we have set a reasonable deadline, we shall be entitled to insure the goods delivered under retention of title accordingly at the customer's expense. For the rest, the customer shall bear the retention of title, the customer shall bear the risk of accidental loss of the goods.
- 12.5. The customer hereby assigns to us all claims arising from the resale or any other legal ground in respect of the delivered goods subject to retention of title or the goods included in our retention of title. Goods delivered or the goods which are our property by way of security in the amount of the final invoice amount (including value added tax)
- 12.6. of our claims, including all ancillary rights. of our claims, including all ancillary rights, with priority over his other claims, which are due to him from the resale to the buyer or for any other legal reason. from the resale to the buyer or for any other legal reason against third parties. This shall apply irrespective of whether the delivered goods have been resold without or after processing or mixing or blending. We accept the assignments. After the assignment, the customer shall be entitled to collect the claim irrespective of our own authority. However, we undertake not to collect the claim ourselves insofar as the customer duly meets his payment obligations and is not in default of payment. Obligations and is not in default of payment and, in particular, no application has been made to open insolvency or composition proceedings against his assets or composition proceedings have been filed against the customer's assets or the customer has suspended payments. If this is the case, however, we may demand that the customer informs us of the assigned claims and their debtors and hands over all documents required for collection, documents necessary for collection and to inform the debtors or third parties of the assignment.
- 12.7. The processing of the goods subject to retention of title or of the goods which are our property by way of security by the customer we shall acquire co-ownership of the new item in the ratio of the value of the goods delivered by us (invoice - final amount plus VAT) to the value of the new item to the other processed objects at the time of processing. The same shall apply to the the same shall apply to the item created by processing as to the purchased item delivered under reservation of title. This also applies if the customer acquires sole ownership through activities according to sentence 2. The preservation for us shall be free of charge. If the object of sale is inseparably mixed with other objects that do not belong to us, we shall acquire co-ownership of the new object in the ratio of the value of the objects delivered for us to the value of the other objects. In proportion to the value of the goods delivered for us (final invoice amount plus VAT) to the other mixed objects at the time of mixing. The other mixed objects at the time of mixing. If the mixing takes place in such a way that the customer's item is to be regarded as the main item, it is agreed that the customer transfers co-ownership to us on a pro rata basis. The customer shall store the sole ownership or co-ownership thus created for us free of charge.
- 12.8. In the event of a breach of contract by the customer, in particular in the event of default in payment, we shall be entitled, after setting a reasonable period of grace or to demand the return of the delivered goods. The taking back - also by way of seizure - of the object of sale and the and the demand for return by us shall constitute a withdrawal from the contract. We shall be entitled to realise the object of sale after it has been returned to us; the proceeds of realisation shall be credited against the customer's liabilities - less reasonable realisation costs.
- 12.9. During normal business hours, our agents shall be entitled to inspect the delivered goods subject to retention of title or the goods in our ownership by way of security. The customer shall be entitled to inspect the delivered goods subject to retention of title or the goods which are our property by way of security at the customer's premises during normal business hours and may mark them as belonging to us.
- 12.10. For all services and measures in connection with the creation, administration, release and realisation of collateral as well as in connection with the we may charge an appropriate fee within the scope of § 315 of the German Civil Code (BGB) for all services and measures in connection with the provision, release and realisation of collateral as well as the use of co-obligated parties. In addition, the customer shall bear all other expenses and ancillary costs incurred in this connection, in particular storage charges, storage costs, costs of supervision, intermediary commissions and legal costs.

## 13. Damages for non-performance

- 13.1. To the extent that GILDE is entitled to claim damages against the customer in the event of total or partial non-performance of the contract by the customer, GILDE may claim at least 25 % of the purchase price for the goods not delivered as a contractual penalty. The customer shall be at liberty to prove that a lesser damage has actually been incurred. The customer is expressly permitted a damage or a reduction in value has not occurred at all or is significantly lower than the lump sum. We shall be entitled to prove that a higher damage has been incurred.
- 13.2. In the event that the goods are taken back by GILDE for reasons for which the customer is responsible, GILDE reserves the right to claim for refurbishment, the right to claim reconditioning costs and depreciation in value, without prejudice to the assertion of further claims for compensation.

## 14. Obligation to give notice of defects

- 14.1. If the purchase is a commercial transaction for both contracting parties, the buyer shall inspect the goods immediately after delivery by the seller, insofar as this is feasible in the ordinary course of business, and, if a defect becomes apparent, notify the seller without delay. In this case, immediate means no later than ten calendar days.
- 14.2. If the buyer fails to give notice, the goods shall be deemed to have been accepted unless the defect was not apparent on inspection.
- 14.3. If such a defect becomes apparent at a later date, the notification must be made immediately after discovery; otherwise, the goods shall be deemed to have been accepted also in respect of such defect.
- 14.4. If we have fraudulently concealed the defect, we may not invoke these provisions.

## 15. Liability for defects / limitation period

- 15.1. In principle, there is a statutory right of liability for defects, unless otherwise stipulated.
- 15.2. If the delivered item does not have the quality agreed between the customer and us or if it is not suitable for the use presumed under our contract or if it is not suitable for normal use and has a quality which is usual for items of the same type and which the customer can expect according to the type of item or if it does not have the qualities which he could expect according to our public statements, we shall be obliged to remedy the defect.
- 15.3. An insignificant defect or insignificant reduction in suitability is irrelevant. Defects and consequential damage caused by improper use or handling of the goods by the customer shall also not be covered by the warranty rights. The same shall apply to excessive use, i.e. use not in accordance with the contract, of wearing parts.
- 15.4. The supplementary performance shall be effected vis-à-vis entrepreneurs at our discretion by remedying the defect (subsequent improvement) or by delivery of new goods, vis-à-vis consumers at the customer's discretion.
- 15.5. We may refuse supplementary performance without prejudice to § 275 para. 2 and 3 German Civil Code (BGB) if it is only possible at disproportionate cost.
- 15.6. Customers may only assert claims for damages on account of a defect if subsequent performance has failed. Their right to assert further claims for damages in accordance with the section "Liability" remains unaffected.
- 15.7. For entrepreneurs, the limitation period for new goods shall be one year from the passing of risk; for used goods, liability for defects shall be excluded. This shall not apply to claims for damages and reimbursement of expenses due to defects in accordance with clause "Liability". The limitation period shall also remain unaffected in the event of a delivery recourse according to §§ 478, 479 German Civil Code (BGB); it shall be five years from delivery of the defective item.

## 16. Liability

- 16.1. We exclude our liability for slightly negligent breaches of duty, unless damages resulting from injury to life, body or health or claims under the Product Liability Act are affected or guarantees are concerned. Furthermore, liability for the breach of obligations the fulfilment of which is a prerequisite for the proper performance of the contract and the observance of which the customer may regularly rely on (material contractual obligations) shall remain unaffected.
- 16.2. In the event of damage to property and pecuniary loss caused by negligence, we shall be liable only in the event of a breach of an essential contractual obligation, but limited in amount to the damage foreseeable at the time of the conclusion of the contract and typical for the contract.
- 16.3. The same applies to breaches of duty by our vicarious agents.

## **17. Prohibition of set-off**

The entrepreneur is not entitled to set off his own claims against our claims for payment unless the claims are based on the same contractual relationship or they are undisputed or have been established as final and absolute.

## **18. Right of retention**

The entrepreneur is only entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

## **19. Register numbers**

WEEE: DE 13 20 36 54

LUCID: DE 17 16 24 70 47 36 6 - V

## **20. Severability clause (partial invalidity)**

Should any of the provisions be or become invalid, the validity of the remaining provisions shall not be affected thereby.

## **21. Applicable law, place of jurisdiction, ancillary agreements**

21.1. The contract, including these GTC, shall be governed by the substantive law of the Federal Republic of Germany. The provisions of the Vienna UN Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not apply. This choice of law does not apply if the consumer is thereby deprived of mandatory provisions of the law of the state, of the country in which he has his habitual residence.

21.2. In the event of legal disputes, our registered office shall be the place of jurisdiction if

21.2.1. the customer is a merchant or the customer has no general place of jurisdiction in the territory of the Federal Republic of Germany or

21.2.2. the customer is a legal entity under public law.

21.3. We are also entitled to bring an action at any other place of jurisdiction provided by law.

21.4. Sub-agreements have not been made.