

Brandit

INDIVIDUAL WEAR

New Customer Registration

Please fill out, sign and send back to us:

Email: info@brandit-wear.com

FAX: +49 (0)221 - 933 844 -11

or by post to

BRANDIT Textil GmbH
Spichernstraße 6 A
50672 Köln

Deutschland

CUSTOMER REGISTRATION

New Customer Registration Please fill out in capital letters

BILLING ADDRESS

company name

legal form

street / house no

post code

city

country

phone

fax

e-mail

DELIVERY ADDRESS delivery address is the same as billing address

company name

legal form

street / house no

post code

city

country

phone

fax

e-mail

VAT number

LEGAL DICLOUSURES

VAT number

date of foundation

name and surname of business owner

date of birth of business owner

METHOD OF PAYMENT

PREPAYMENT

Geschäftsführung
Lars Engels, Marco Freudling
Amtsgericht Köln
HRB 74617
USt. - Id.: DE 269802201

Sparkasse KölnBonn
BLZ: 370 501 98
Kto.: 192 976 07 73
IBAN: DE61 3705 0198 1929 7607 73
BIC: COLSDE33XXX

Commerzbank
BLZ: 380 400 07
Kto.: 125 131 300
IBAN: DE23 3804 0007 0125 1313 00
BIC: COBADEFFXXX

CONTACT

_____ title

_____ name and surname

_____ position

_____ phone

_____ fax

_____ e-mail

_____ mobile

ACCOUNTING CONTACT

_____ title

_____ name and surname

_____ position

_____ phone

_____ fax

_____ e-mail

_____ mobile

PURCHASE CONTACT

_____ title

_____ name and surname

_____ position

_____ phone

_____ fax

_____ e-mail

_____ mobile

GENERAL INFORMATION

tick and fill in as appropriate

stationary trade (stores): _____

selling in our own webstore: www. _____

selling on amazon

selling ebay

selling on further platforms: _____

embroiderer

we are carrying the following brands:

NEWSLETTER

Yes, we want to subscribe to the newsletter*

_____ E-Mail-address for newsletter subscription

SOCIAL MEDIA

we are at: # of followers:

- * Facebook _____
- * Instagram _____
- * Twitter _____
- * Tumblr _____

Connected with the Brandit newsletters/emails I receive, I hereby grant my consent for Brandit Textil GmbH to collect and process data on if and when I open the newsletter/email, which links in the email I click on, as well as the email client I use. I can revoke my consent for future use at any time by clicking on the link at the bottom of the any email or by writing an email to: info@brandit-wear.com
The withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal.

By signing this form the customer accepts the GTC of the Brandit Textil GmbH.
You can find the privacy statement: www.brandit-wear.com/datenschutz

_____ date / place

_____ signature / stamp

Geschäftsführung
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GENERAL TERMS AND CONDITIONS

1. Validity and Conclusion of Contract

- 1.1. Any delivery of goods and services by us shall be subject exclusively to the Terms and Conditions set forth herein, which the Customer has acknowledged and agreed to by placing an order or accepting delivery.
- 1.2. All deviations from these Terms and Conditions – in particular the applicability of the customer's Conditions of Purchase – require our express written approval.
- 1.3. Our offers are non-binding and subject to approval. Orders shall only be binding for us insofar as we have confirmed them or fulfilled the order by shipping the goods. Any verbal side agreements relating to orders shall only be valid if they are confirmed in writing.
- 1.4. We reserve the right to make alterations to our products that may be necessary due to technical or practical considerations. We reserve the right to make changes to our prices.

2. Delivery

- 2.1. Delivery dates are only binding if we have expressly confirmed these in writing. Confirmed delivery dates are contingent on the timely delivery of goods from our suppliers.
- 2.2. Unpredictable events such as force majeure, delivery or transportation delays or labor disputes release us from our duty to deliver punctually for the duration of such disruptions. Delivery times shall be extended by a period equivalent to the duration of the disruption. Should the disruption last longer than 3 months, either party may elect to withdraw from the contract. In such circumstances, the Customer is not entitled to make a claim for damages.
- 2.3. If we fail to fulfill our obligations to deliver, the Customer is only entitled to withdraw from the contract after the Customer has set an adequate grace period for delivery and after the expiration of such a grace period. All claims for damages shall be excluded.
- 2.4. All deliveries shall be made directly from the factory or warehouse. The shipment shall always be carried out at the Customer's risk, including cases where freight-free delivery has been agreed upon. The transfer of risk occurs at the point in time when we have transferred the products ordered to a carrier or transport company or have loaded the products at our own risk for purposes of transport. We reserve the right to make partial deliveries; subsequent deliveries will, as a matter of principle, incur additional shipping costs.

3. Prices and Terms of Payment

- 3.1. The current prices effective on the day of the delivery shall form the basis for calculating the prices charged. The currently valid price list shall apply. With the publication of a new price list, all other price lists shall become invalid immediately. Changes in the price list do not require prior written approval. All prices quoted are ex warehouse Cologne, Germany and do not include the legally mandated VAT.
- 3.2. As a matter of principle, delivery is made pending pre-payment or after a credit assessment with an invoice and a bank direct debit. Alternative terms of payment require our approval in writing. At our option, we can issue a separate invoice for partial deliveries.
- 3.3. Should the Customer be in default on payment obligations, we are entitled to demand penalty interest payments. The right to claim further damages shall remain unaffected.
- 3.4. All our demands for payment shall become due immediately if the terms of payment are not fulfilled without a valid reason or if after the conclusion of the contract we become aware of a significant worsening of the Customer's financial circumstances.
- 3.5. As stipulated in section 14 subsection sentence 1 of the German Value Added Tax Act (Umsatzsteuergesetz – UStG), the invoice recipient must give permission for the electronic transmission of invoices. We, therefore, request that you indicate an email address to which you wish to have the invoices sent. If you do not do so, we will send you invoices once a month by post.
- 3.6. Offsetting or withholding payment for counterclaims by the Customer is not permitted, except in cases where such counterclaims have been determined to be legally binding in a court of law.

4. Retention of Title

- 4.1. All delivered goods shall fully remain our property until the Customer has paid all receivables – including any outstanding balances – resulting from this business relationship. Before full payment of receivables due, the Customer may resell the products in the normal course of business on the condition that there is an appropriate retention of title such that the Customer grants us receivables resulting from the sale in the amount of the outstanding receivables owed to us as well as granting us the right to waive the retention of title. We hereby waive our right of retention to title and accept this assignment of receivables. Any other disposal that concerns our property is excluded.
- 4.2. The Customer is authorized to collect receivables assigned to us and to hold such funds in trust. We can revoke this authorization as well as the right to resell the product if the Customer fails to or does not properly fulfill existing obligations to us.
- 4.3. The Customer shall, at all times, provide us with all requested information about the products and receivables assigned to us. The Customer is obliged to notify us of seizures of or claims by third parties to products by providing us with the necessary documentation. The Customer shall immediately notify the third parties of our retention of title. Moreover, the costs of a defense against such seizures or claims shall be borne by the Customer.
- 4.4. Should the Customer be in default of payments, we have the right – notwithstanding our other rights – to repossess the products and to otherwise dispose of them in order to recover the claims due against the Customer. In this case, the Customer shall provide us, or our representative, immediate access to the products and release the products. Should we demand the return of products as stipulated in this provision, this shall – to the extent allowable by law – not be considered a termination of contract.
- 4.5. Granting liens on or the transfer of reserved goods or assigned receivables as guarantees is not allowed. We must be notified immediately of any seizures along with the name of the creditor. In principle, the simple, extended and expanded retention of title shall apply. In cases of insolvency or settlement, the right to separation shall apply.

5. Warranty

- 5.1. We warrant that products delivered are free of defects that would negatively affect or nullify their value or suitability for customary or contractually stipulated use.
- 5.2. The Customer must inspect the goods immediately upon receipt for defects in quality and functionality. Should the Customer fail to do so, the goods shall be deemed as accepted. Any potential variations in the appearance of the goods that are customary in the industry, such as variations in color, grading, minor deviations from the product illustration or sample, will not be accepted as evidence of defects. Defects and damage due to improper handling during transport must be reported by the Customer immediately upon receipt of the goods to us as well as to the transportation company, who is responsible for handling all claims. The Customer must notify us within 3 days of receipt of delivery of any obvious defects that are not a result of improper handling in transport and must provide an exact description of the defect. In all cases, the Customer is obliged to provide us with sufficient information so that we can investigate the type and extent of the defect.
- 5.3. The warranty period shall be one month from the delivery of the goods or the transfer of goods to the carrier (cf. 2.4.).
- 5.4. Defective products (quantities of 5 or more units) can be returned free of charge provided the Customer has notified us and received prior approval from us. We reserve the right to refuse returns that have not been preapproved or returns that are not in the original packaging. The costs associated with such unauthorized returns shall be borne by the Customer.
- 5.5. Upon return of defective goods, we may at our option elect to either replace the goods or to rectify the defect and deliver the goods free of charge to the Customer.
- 5.6. All other claims are excluded unless otherwise specified in these Terms and Conditions.

6. Liability

- 6.1. To the extent allowed by law, our obligations to pay compensation for damages, for whatever legal reason, shall be limited to the invoice value of our merchandise directly involved in the incident causing the damage.

7. Final Provisions

- 7.1. If any individual provisions of the present Terms and Conditions are or will become invalid wholly or in part, the validity of the remaining provisions shall remain unaffected. An invalid provision of these Terms and Conditions shall be replaced by an appropriate provision that comes nearest to the intended economic results of the invalid provision.
- 7.2. All modifications and additions to this agreement must be made in writing to be legally binding.
- 7.3. These Terms and Conditions are subject to the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The court of jurisdiction for all disputes that may arise in connection with business conducted under these Terms and Conditions shall be Cologne, Germany.