

New Customer Registration

Please use block capitals

For internal use - to be completed by Matthies

Customer No. _____

KKR/ADV/WA-ADV/BK _____ / _____ / _____ / _____

Delivery VH (Tour-No.) 10:00 _____ / 13:30 _____ / night _____

Delivery Presso (Tour-No.) 09:00 _____ / 11:00 _____ / 14:30 _____

Delivery others parcel service

Date - VKHL _____

- Copy of business registration enclosed
- Copy of trade register excerpt enclosed
(required for registered sole trader, partnership or corporation)
- Copy of register of associations enclosed (associations)
- Copy of business card enclosed (freelancer)

Company _____

Owner / Managing Director (Full Name) _____ Date of Birth _____

Street _____

PO Box No. _____

Post Code / City _____

Telephone _____ Fax _____

E-mail Address _____

Website Address _____

E-mail Address for receiving electronic invoice via PDF _____ Additional required format: CSV XML

VAT No. _____ Tax No. _____

Business Activity _____

Authorised Dealer no yes, brand? _____

Private address of owner or managing directors _____

We agree that the "General Conditions of Sale and Delivery" (current version) of Johannes J. Matthies GmbH & Co. KG, Hamburg, represent the basis of our business relationship. We also grant Matthies permission, insofar as is necessary to protect its legitimate interests, to obtain information about our company from a credit agency or bank.

X

.....
Date / stamp and signature of the owner
or legal representative in the case of legal entities

SEPA Core Direct Debit Mandate – it makes sense: 3% discount + saves work and time!

Johannes J. Matthies GmbH & Co. KG, Hammerbrookstr. 97, 20097 Hamburg
Creditor identifier DE30 2200 0000 6747 43

By signing this mandate form, you authorise Johannes J. Matthies GmbH & Co. KG to send instructions to your bank to debit your account and your bank to debit your account in accordance with the instructions from Johannes J. Matthies GmbH & Co. KG. As part of your rights, you are entitled to a refund from your bank under the terms and conditions of your agreement with your bank. A refund must be claimed within 8 weeks starting from the date on which your account was debited. You agree on reducing the deadline for information on maturity and amount to one day before debit entry.

Bank _____

BIC _____

IBAN _____

X

.....
Date / stamp and signature of the owner
or legal representative in the case of legal entities

Your mandate reference will be provided by a separate document.

General Terms & Conditions of Sale of Johannes J. Matthies GmbH & Co. KG (valid as of May 2018)

I. General information

The following terms and conditions apply to all contracts with our business customers and to all offers for concluding contracts, including consultations. Terms and conditions of the customer are only binding for us insofar as we have expressly acknowledged these in writing.

II. Offer and conclusion of contract

1. Our offers are non-binding.
2. A contract is concluded with our written order confirmation or realisation of delivery by us.

III. Product descriptions

1. Illustrations, drawings, dimensions and similar in catalogues, brochures, price lists and other publications are not binding. We reserve the right to make design, production and other detailed changes to product descriptions in the context of current state-of-the-art technological standards, insofar as the interests of the customer are not unreasonably affected and these changes are customary.
2. Descriptions of products in no way guarantee the existence of certain characteristics. An assumption of guarantee is exclusively an acceptance expressly designated as so in writing. No liability is assumed for any misprints in catalogues, brochures, price lists and other publications.

IV. Delivery, transfer of risk

1. Unless otherwise agreed, products are shipped from our headquarters or directly from the distribution warehouse. Shipment shall be realised at the expense and risk of the customer using a mode of transport chosen at our discretion, unless special agreements have been concluded. In the event of us realising delivery with our own vehicles, we are entitled to charge the customer the usual fees for transportation by third parties.
2. If delivery is agreed outside the usual business hours of the customer, we are entitled to deposit the goods at the location agreed with the customer. The goods are insured by us, provided that they are deposited in the storage boxes provided by us.
3. Partial shipments of the right quantity delivered at the right time are permissible and can be invoiced separately.
4. If we are hindered in the fulfilment of our obligation to deliver and perform through force majeure, strike or lockout or the effects of industrial action or by other unforeseen obstacles which we cannot avert, despite reasonable care taken under these circumstances and whether in our enterprise or with regard to a supplier, these including traffic and operational disruptions, material shortages or official interventions, the delivery time shall be extended in an appropriate manner. If, due to circumstances of the aforementioned kind, delivery or performance becomes completely or partially impossible or unreasonable for one of the parties, said party is entitled to withdraw from the contract in whole or in part. Section IX of these provisions applies in all other cases. The provision of the preceding paragraph also applies if the events mentioned occur at a time when we are behind schedule.
5. The right to correct and punctual self-supply is reserved.

V. Prices, payments

1. The price does not include value added tax due at the time of invoicing.
2. Customs, transport and insurance costs and packaging and freight surcharges for express freight and express, postal or special handling shall be borne by the customer. Packaging cannot be returned.
3. Unless otherwise agreed, the invoice amount is due on receipt of the invoice. The deduction of discounts and payment terms require an agreement and must be indicated separately on the invoice. Transport costs, services and cash sales are generally excluded from discounting. If the customer deducts a discount during payment of invoices, the discount then must be recalculated accordingly when settling credit notes.
4. Statutory interest is demanded for delay periods.
5. Insofar as we are obliged to make advance payment, we can refuse our performance if, following conclusion of the contract, it becomes apparent that the counter-performance of the customer is jeopardised by a lack of ability to pay. The right to refuse performance does not apply if the counter-performance is effected or security is provided for it. Details are regulated by Section 321 of the German Civil Code (§ 321 BGB).
6. The customer is only entitled to withhold payments or offset against counter-claims insofar as its counter-claims are undisputed or have been legally established. This does not apply to counter-claims of the customer which relate directly to rectification of defects or reversal of transaction due to a defect which we have not remedied or is to be remedied by us through supplementary performance and which are based on the same contractual relationship as our payment claim.

VI. Retention of title

1. The goods delivered remain our property until full satisfaction of all our claims arising from the business relationship, regardless of the legal reason and until irrevocability of direct debits. In the case of a current account, the reserved property also serves as security for our balance claim.
2. The customer is permitted to resell goods subject to retention of title in the ordinary course of business. This permission is revocable. Resale may only occur for cash payment or subject to retention of title. The customer is not permitted to realise transfers of security, pledges and other dispositions which adversely affect our rights. The customer hereby assigns to us all claims arising from a resale or for any other legal reason with regard to the goods to which it is entitled. At our request, the customer must at any time forward us a list of the claims transferred to us and inform the third-party debtor of the assignment. The customer is authorised to collect the claims assigned to us as long as it meets its payment obligations as agreed. The amounts collected must be transferred immediately to our due claims against the customer.
3. Processing of our reserved goods is realised for us without any obligations arising from this on our part. If the reserved goods supplied by us are processed, combined or mixed with goods owned by third parties, we shall be entitled to co-ownership of the new item or mixed stock in proportion to the value of our reserved goods to the other goods at the time of processing, combining or mixing. If, by law, the customer acquires sole ownership of the new item or mixed stock through processing, combining or mixing, we agree with the customer that it shall grant us co-ownership of the new item or mixed stock in proportion to the value of the processed, combined or mixed reserved goods to the value of the new item or mixed stock at the time of processing, combining or mixing, said being free of charge and performed with the due care and diligence of a prudent businessperson. Clause 2 applies correspondingly to the resale of processed, combined or mixed goods. The claim arising from resale or another legal reason shall already be assigned to us today to the amount of the invoice value of our reserved goods or only to the amount corresponding to our share in the co-ownership if this is lower.
4. The customer must immediately inform us of any access by a third party to the goods delivered subject to retention of title, the items produced from these or claims assigned to us, forward us the required documents (e.g. copy of an attachment (seizure) protocol) and inform third parties about our ownership right.
5. Rights arising from the retention of title and from its aforementioned special forms shall continue to apply until complete release from contingent liabilities (e.g. so-called re-exchanges) which we have entered into in the interest of the customer.
6. If the value of the securities entrusted to us exceeds our claims by more than 10% in total, we undertake to release appropriate securities at the customer's request, provided the said securities are of our own choice. With the repayment of all our claims arising from the business relationship, the ownership of the reserved goods and assigned claims pass to the customer.

VII. Warranty and liability for defects

1. The customer has an immediate obligation to inspect and report complaints. Complaints due to incomplete or incorrect delivery or complaints due to identifiable defects must be made in writing without delay, but not later than 10 days after receipt of the goods, while complaints made due to hidden defects must be made immediately after discovery, but no later than within 7 days after discovery.
2. Changes to construction or design correspond to the respective state of the art. Changes that we or our suppliers generally make after conclusion of contract and which do not affect the quality and functionality of the delivery item shall not entitle anyone to make a complaint. If proven defects exist, we shall replace or repair goods at our own discretion (supplementary performance). If it is certain that supplementary performance has ultimately failed or is impossible or has been ultimately rejected by us, the customer may assert further statutory rights, in particular cancellation of the contract or the assertion of a reduction. If only an insignificant defect exists and if the goods can be used by the customer without any disadvantage, the customer is only entitled to a reduction of the purchase price. No liability is assumed for damages arising from the fact that the delivery item is altered by third parties or through the integration of parts of third-party origin that result in the delivery item being incorrectly put into operation or in a defective construction. In addition, the warranty does not cover damage caused by failure to comply with installation or handling regulations of a statutory nature or such regulations issued by us or our suppliers.
3. Goods which are the subject of complaint must be sent to us. Insofar as shipping costs increase as a result of the goods being transported abroad by the customer or its buyers, the difference shall be borne by the customer. Packing and control labels supplied must be included and attached. If the complaint proves to be correct, we shall deliver the replaced or repaired parts. We are then obliged to reimburse the necessary expenses incurred by the customer as a result of the work. Our right to reject to the manner of supplementary performance pursuant to Section 439 (4) of the German Civil Code (§ 439 Abs. 4 BGB) due to disproportionality remains unaffected. The customer must note that it is only entitled to compensation for "necessary" expenses. The customer must therefore keep costs as low as possible in its own interest and look for a cost-effective solution.
4. The warranty period for new products is 1 year as of delivery. No warranty is assumed for used products. The limitation period in the case of delivery recourse pursuant to Sections 445b, 478 of the German Civil Code (§§ 445b, 478 BGB) remains unaffected by the provisions of the two preceding clauses. Compensation claims for damages due to injury to life, limb or health caused by defects or pursuant to the German Product Liability Act (Produkthaftungsgesetz) are likewise unrestricted by the above provisions. These provisions also do not restrict other legal warranty compensation claims in the event of gross negligence, intent or breach of essential contractual obligations (for the term "essential contractual obligations", see Section IX).
5. IX of these provisions applies to liability for compensation in the context of liability for defects.
6. For services, goods are deemed as accepted on commissioning.

VIII. Return

The return of properly ordered and delivered goods shall not be accepted. In the case of carriage-paid return deliveries made with our consent, we shall charge up to 20% of the net value of the goods for administrative expenses and lost profits. The right to make further deductions due to any impairment in value is reserved.

IX. General liability, reimbursement of expenses

1. Compensation claims for damages of any kind within the scope and beyond the liability for defects due to breach of secondary contractual obligations, default or impossibility, incorrect advice, negligence on conclusion of contract, breach of other contractual obligations, tort or other legal ground and especially for damages not occurring to the delivery item itself (e.g. due to lost profit, loss of production) are excluded. Liability shall only apply in the case of intent or gross negligence, culpable injury to life, limb or health, defects that we have fraudulently concealed, in the event of assumption of a quality guarantee or in the case of defects in the delivery item, insofar as liability for material damage to privately used objects and for personal injury exists under the German Product Liability Act (Produkthaftungsgesetz).
2. We shall also bear liability in the event of culpable violation of significant contractual obligations. In this case, however, liability is limited to contractually typical, reasonably foreseeable damage, except in the case of gross negligence. Essential contractual obligations are those whose fulfilment renders the proper execution of the contract possible in the first place and on compliance with which the contractual partner regularly trusts and may rely.
3. Claims for reimbursement of expenses of the customer pursuant to Section 284 of the German Civil Code (§ 284 BGB) are waived insofar as a claim for compensation for damages instead of performance according to the above provisions is excluded.

X. Place of performance, place of jurisdiction, applicable law

1. The place of performance is Hamburg, Germany.
2. The place of jurisdiction for all disputes is Hamburg, Germany, insofar as the customer is a businessperson, legal entity under public law or a special asset under public law or has no general domestic place of jurisdiction. We may also sue the customer at our discretion at the court competent for its domicile or business headquarters. If the customer does not have a general place of jurisdiction in Germany, the claimant is alternatively entitled to call instead upon the court of arbitration of the German Institution of Arbitration (Deutsche Institution für Schiedsgerichtsbarkeit e.V. – DIS). If this happens, the court of arbitration is exclusively responsible. The place of arbitration is Hamburg, Germany. The language of proceedings is German.
3. The law of the Federal Republic of Germany applies to the contractual relationship.
4. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) are excluded.

XI. Privacy

If and when we process personal data while handling orders, Johannes J. Matthies GmbH & Co. KG, Hammerbrookstr. 97, 20097 Hamburg, is the controller within the sense of the General Data Protection Regulation (GDPR). You will find the contact information for our data protection officer under the section "Privacy" on our website. Whenever an order is placed, we collect your name, company name, address, your capacity as an entrepreneur, payment data and, in the event there are questions requiring clarification, your email address and phone number for the purpose of handling the order in compliance with point (b) of Art. 6 (1) GDPR. We cannot process the order unless we have these data. We transfer the data you provide to payment services and shipping companies and store these data until the contract has been performed in full. They will be erased at the latest 10 years after completion of the final order. We routinely ask a credit bureau or a bank to conduct a creditworthiness check; no other automated decisions regarding data processing are made. No data are transferred to any country outside of the European Economic Area (EEA). You have the right to obtain from us information about the processing of your data. In specific cases, you are entitled to the rectification, erasure and restriction of the processing of data and to withdraw your consent. Moreover, you have the right to request the transfer of the data we have collected to another controller. If you believe that the processing of your data was illegal, you may lodge a complaint with the appropriate supervisory authority.