

# General terms and conditions of GO IN GmbH Germany

The products offered in our onlineshop are exclusively available for commercial customers.

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## § 1 Introduction, Scope

1.1 These General Terms and Conditions of Business (GTC) shall apply in their respective valid version. They shall only apply to customers who are legal entities in accordance with the regulations laid down in §§ 14 para. 1 and 310 para. 1 of the BGB (German Civil Code). With his order, the customer confirms the use of the goods within the framework of his commercial and free-lance activity and accepts these Terms and Conditions.

1.2 GO IN shall not recognize different, contradictory or additional clauses, unless GO IN has expressly confirmed their validity in writing.

1.3 The conclusion of the contract shall take place in German, in English or in French in the case of non-German-speaking countries.

1.4 These Terms and Conditions shall be available to the Customer on the GO IN website for its information in the context of the conclusion of the contract. On request, GO IN shall also send these Terms and Conditions by e-mail or post.

## § 2 Conclusion of the Contract, Prices

2.1 GO IN offers are subject to change without notice. Technical amendments as well as amendments to shape, colour and/or weight remain reserved to a reasonable extent.

2.2 In ordering the goods, the customer bindingly declares himself willing to purchase the goods ordered. Orders shall take place online, in writing, verbally or over the telephone, however under no circumstances should they be submitted twice, e.g. via both online and via e-mail. Costs which arise through double orders and double shipping shall be invoiced to the customer by GO IN. GO IN shall be entitled, however not obligated, to accept the offer of a contract present within the order within two weeks of its receipt. Acceptance can either be declared in writing pursuant to 2.6 of these Terms and Conditions or through the delivery of the goods to the Customer.

2.3 The conclusion of the contract shall ensue conditional to the correct and timely delivery of GO IN by its suppliers. This shall apply only for the event that the non-delivery is not the responsibility of GO IN, in particular in the event of the conclusion of a congruent covering transaction by the GO IN supplier. The customer shall be informed of the non-deliverability of the goods or service.

2.4 The prices quoted by GO IN in printed and electronic media and on the GO IN website are not binding. The concrete agreed prices and conditions shall apply. The prices shall apply ex stock in Landsberg.

2.5 All prices are subject to the legal rate of value-added tax. German value-added tax is not applicable to EU customers who can provide a certified VAT Reg. No. and proof of export into an EU country upon placement of order.

2.6 Orders submitted to GO IN shall only be valid with a written or electronic order confirmation from GO IN, in which the price and these Terms and Conditions are specified.

### § 3 Purchasing of Samples

At the request of the customer, individual sample pieces can be sent. GO IN reserves the right to exclude individual articles in the sales programme from the delivery of samples. The list price for the sample and any shipping costs must be paid by advance payment. GO IN shall not take back the sample piece.

### § 4 Packaging, Assembly, Instructions for Use and Care

4.1 All purchase objects are protected by warehouse packaging and, in the case of delivery to a place other than the place of performance, by additional shipping-appropriate transport packaging. The costs for the transport packaging are to be borne by the customer and are contained in the flat rate for freight costs.

4.2 The customer shall be obliged to dispose of the packaging material at his own expense.

4.3 In some cases, the goods are delivered unassembled. Liability for faulty assembly by the customer is excluded. If the customer receives faulty assembly instructions, GO IN shall be obliged only to deliver fault-free assembly instructions and this only when the error in the assembly instructions prevents correct assembly.

4.4 Within the framework of due diligence, the customer is obliged to observe and follow any assembly and care instructions regarding goods and materials that are provided by GO IN.

4.5 When the assembly service at the customer's location is availed of, the contractual basis shall be the checklist, sketches/floor plans supplied by the customer and the details in the order confirmation. The costs for the assembly service are shown on the order confirmation and are to be borne by the customer. The assembly service on site can be executed by an external sub-contractor of GO IN. The work of the assembly service shall be considered to have been correctly performed with the customer's signing of the final inspection confirmation. Thereafter, complaints are excluded. Within the framework of the assembly service, only the Terms and Conditions of GO IN shall apply. The German Construction Contract Procedures shall not apply.

## § 5 Conditions of Payment, Invoicing, Delayed Payment and Offsetting

5.1 The purchase price must be paid by one of the methods provided, regularly by advance payment, credit card or Paypal and – subject to a credit check – possibly on account.

5.2 The customer shall be invoiced electronically by e-mail to the e-mail address provided by the customer. It shall waive the delivery of the invoice by post in paper form. As a recipient, the customer must ensure that all the electronic deliveries of invoices by GO IN can be duly sent to the e-mail address specified by the customer and it must adapt technical equipment such as filter programs or firewalls. The customer must inform GO IN of any change to its e-mail address in good time and in writing.

5.3 For ongoing business relationships, and at the request of the customer, the opening of a transfer account with a credit line to be negotiated is possible. The level of the credit line is dependent on the credit rating of the customer. The customer undertakes to observe a term of payment of 14 days. In the event of this term of payment being exceeded and a first reminder being issued, GO IN shall be entitled to close down the arranged credit framework up to the point of settlement of the receivable account and, in the event of a second reminder, to cancel it completely. GO IN shall then be entitled to refuse every further delivery on account to the customer.

5.4 The customer shall only be entitled to rights of set-off if its counterclaims are legally established, undisputed, acknowledged by GO IN, or in a close two-way relationship, as is the case with warranty claims for example. The customer may only exercise a right of retention if its counterclaim is based on the same contractual relationship.

## § 6 Delivery Time, Default of Acceptance

6.1 Adherence to the delivery commitment by GO IN is subject to the prerequisite that the customer shall fulfill his obligations in a prompt, complete and correct manner. GO IN reserves the right to claim non-performance of the contract. For all contracts which are concluded with prepayment, production or delivery shall only commence on receipt of payment by GO IN. In the case of a sale involving the carriage of goods, delivery deadlines shall refer to the date of „receipt by the customer“ and are non-binding due to uncertainties surrounding transport.

6.2 If the customer is in default of acceptance or culpably infringes other obligations to cooperate, GO IN shall be entitled to demand compensation from the customer for the losses incurred by GO IN, including any additional expenditure. The right to assert further claims is reserved.

6.3 Under the circumstances specified in the above paragraph, the danger of accidental perishing or accidental deterioration of the purchase object shall pass to the customer at the point at which acceptance default or lack of timely performance occurs.

6.4 In the case of default in delivery, GO IN shall be liable in accordance with the statutory stipulations, provided the delivery default is the result of an intentional or grossly negligent violation of the contract on the part of GO IN; in the case of negligent violation of the contract, the compensation liability of GO IN is limited to the foreseeable damage which typically occurs. For the rest, GO IN shall be liable for every full week of the delay only within the framework of a flat rate compensation for delay amounting to 2 % of the value of the goods to be delivered, but with a maximum of not more than 5 % of the value of the goods to be delivered.

## § 7 Passing of the Risk, Sale by Delivery to a Place other than the Place of Performance, Transport Packaging

7.1 The danger of accidental perishing or accidental deterioration of the goods shall pass to the customer as soon as the goods have left the GO IN warehouse in Landsberg (handover). The handover shall still apply when the customer is in default of acceptance (see 7.3 of these Terms and Conditions).

7.2 For sales shipment, GO IN commissions a logistics service provider on behalf of the customer to make the delivery against payment of a lump-sum freight charge. In the case of delivery on a DDP basis (Incoterms 2020), the forwarder merely makes the goods ready for the customer to unload at the agreed address.

7.3 Collection by the customer from the warehouse in Landsberg is to be agreed in good time and explicitly between the customer and GO IN. If the customer has the goods collected from the GO IN warehouse in Landsberg by his own forwarding company, he himself shall be responsible for, and liable for, the costs of appropriate transport insurance. In the case of collection by the customer, the customer shall also bear the costs of the transport packaging.

7.4 The customer undertakes to examine the goods upon receipt for completeness, correctness of the article and obvious transport damage. Where damage or shortfall is determined, the customer must note this on bill of lading and have it confirmed by the forwarder. Where transport damage applies, the customer must notify GO IN without delay. The transport packaging is to be stored by the customer for the return shipment of the goods. 9.3 of these Terms and Conditions shall apply.

7.5 Also in the event of collection by the customer, the customer shall be obliged to examine the goods immediately upon hand-over for completeness, correctness and condition. GO IN staff are to be notified immediately of any shortfall or faults. Otherwise the goods shall be considered to have been received according to contract from this point in time. Thereafter, claims for obvious and concealed transport damage can no longer be asserted by the customer.

## § 8 Reservation of property rights

8.1 GO IN shall retain ownership of the goods up to the receipt of all payments from the sales contract and, beyond that, up to the point of complete settlement of all outstanding accounts from the current business relationship.

8.2 The customer shall be obliged to treat the goods with care. Where maintenance or service work is required, the customer shall undertake same regularly at his own expense.

8.3 The customer shall be obliged to inform GO IN immediately of any seizure of the goods by third parties in the case of attachment, as well as any damage or destruction of the goods. The customer must notify GO IN immediately of any change of ownership of the goods as well as any change of its official business address.

8.4 GO IN shall be entitled, in the case of conduct in contravention of the contract on the part of the customer, in particular in the case of delayed payment or infringement of an obligation in accordance with the above Item 9.3, to withdraw from the contract and demand the return of the goods.

8.5 The customer shall be entitled to re-sell the goods in the usual course of business. Even at this stage, he assigns to GO IN all outstanding accounts to the level of the invoice sum to which he is entitled vis-à-vis third parties through the sale. GO IN accepts the assignment. Following the assignment, the customer shall continue to be authorized to collect the receivable account. However, GO IN reserves the right to collect the receivable account itself, as soon as the customer fails to duly observe his payment commitments and is in default.

8.6 The processing and working up of the goods through the customer shall always ensue in the name of, and on behalf of, GO IN. If the processing of items covered by the GO IN reservation of proprietary rights ensues, GO IN acquires co-ownership of the new items in the ratio of the value of the goods delivered by GO IN to the other processed items. The same shall apply when the goods are mixed with other items not belonging to GO IN.

## § 9 Warranty, Inspection and Notification Obligation

9.1 As properties and condition of the goods, only the product description issued by GO IN shall be considered agreed. In contrast, public expressions, promotions or advertising of GO IN do not constitute contractually agreed details of the properties and condition of the goods. 2.1 of these Terms and Conditions shall also apply.

9.2 The warranty period is two years, provided that the defect is verifiably based on a material defect and/or a defect in the workmanship or consists of a restriction of the functionality when the products are used correctly. Excluded from this are defects that are caused by materials provided by the customer, unless the defect is based on incorrect processing by GO IN. Any other warranty is excluded. The warranty shall lapse in the event of a use not for the intended purpose and in the event of a technical change to the goods delivered by GO IN. The same shall apply in the case of a failure to observe the usage and care instructions pursuant to 4.4 of these Terms and Conditions.

9.3 Should the customer notice a discrepancy between the goods delivered and the goods contracted for delivery upon inspection, GO IN must be notified of this in writing within two weeks of receipt of the goods. Otherwise a claim cannot be asserted under the warranty. The same applies should the customer use the goods despite being aware of the deficiency, e.g. complete assembly and/or use of the goods. The prompt sending of the notification shall be considered adherence to the deadline. The customer shall bear the full burden of proof in relation to all requirements for making a claim, in particular for the defect itself, for the timing

of the identification of the defect and the timeliness of the claim. Should the claim not be submitted before the deadline, all claims under the warranty shall be invalidated, insofar as standard and prompt inspection of the goods for defects, quantity deviations, incorrect deliveries and damage could have identified the shortcomings. Slight deviations in dimension, colour and finish of the goods shall not entitle the customer to make warranty claims. Should shortfalls be legitimately reported, the missing goods shall be subsequently delivered.

9.4 In the case of proven defects, GO IN shall fulfil the warranty by remedy of the defect or a replacement delivery (supplementary performance), whichever option GO IN shall deem to be appropriate. In the case that the supplementary performance should be insufficient, GO IN shall grant the customer an appropriate price reduction. As an exception to this, if GO IN and the customer have expressly agreed upon conversion or replacement during the guarantee period, as in paragraph 10.2, GO IN shall be justified in making this dependent on the customer paying a usage fee for the duration of his past usage. In the case of indoor products this shall amount to 20%, and for outdoor products 25%, of the net value of goods per year. Should there be construction-related defects, the customer shall be obliged to discontinue using the goods. Other warranty claims, specifically compensation claims, also resulting from consequential damages, shall be excluded.

9.5 The costs undertaken by the customer to remedy the defect shall not be assumed by GO IN, unless expressly agreed with GO IN.

9.6 The customer shall not receive guarantees in a legal sense from GO IN. Any manufacturer's guarantees shall remain unaffected by this.

## § 10 Personal data, order documents

10.1 GO IN shall process data that is collected during an order process as explained in the [data privacy statement](#)<sup>[link]</sup>.

10.2 If the customer requires documents relating to its orders again, for example after loss, GO IN shall make such order data available on the customer's request, in exchange for an appropriate flat rate fee if applicable.

## § 11 Final Provisions

11.1 The laws of the Federal Republic of Germany shall apply. The provisions of the CISG shall have no application.

11.2 Place of performance and court of jurisdiction for both parties shall be Landsberg am Lech. The same shall apply when the customer does not have a general court of jurisdiction in Germany or his place of residence or current whereabouts at the time of the filing of the complaint is unknown. GO IN shall, however, be entitled to take a case against the customer at his place of residence.

As at: April 2022

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