

## About Us

**Golden Bull GmbH**  
Represented by the general manager Dennis Ewig  
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Germany  
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VAT No.: DE303324006  
listed in the commercial register of the local court Hanau  
Commercial register number - Part B of the commercial register - 96301



We are a member of the initiative „FairCommerce“ since 20.09.2016.  
For more information, see: [www.fair-commerce.de](http://www.fair-commerce.de)

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## Standard Business Terms and customer information

### I. Standard business terms

#### § 1 Basic provisions

(1) The following terms and conditions shall apply to all contracts that you, as the supplier (**Golden Bull GmbH**), have concluded with us by means of distance communication, unless otherwise agreed upon in writing by the parties. Deviations or conflicting terms and conditions shall be applicable only upon our express consent.

(2) We shall only offer our goods for sale if you are a natural or legal person or a legal private company, who, when concluding a legal transaction, is running its commercial or independent business (entrepreneur). Conclusion of a purchase contract with the consumers shall be excluded.

#### § 2 Conclusion of the contract

(1) The subject-matter of the contract is the selling of products. The key features of the goods can be found in the respective quote.

(2) We submit individual offers upon request, which shall be sent to you as a hard copy and which we shall be binding for us for a period of 5 days. You can accept the offer by sending us a written confirmation.

#### § 3 Prices, payment terms and shipping costs

(1) The prices stated in the respective offers are net prices. They do not include the statutory VAT.

(2) The dispatch expenses incurred are not included in the purchase price; they are separately accounted unless the delivery is promised to be free of cost. You can find more details in the relevant offer.

(3) Payment options are displayed in the relevant offer. If no other payment period is stated on the invoice

or in case of individual payment types, the payment claims from the signed contract are immediately due for payment. Discount deduction is permissible only if it expressly stated in the relevant offer or in the invoice.

#### **§ 4 Delivery conditions**

(1) The probable delivery date is stated in the respective offer. Delivery dates and terms of delivery are binding only if they have been confirmed by us in writing. With the prepayment method via transfer, the dispatch of the goods does not take place until after our receipt of the full purchase price and the dispatch costs.

(2) If a product ordered by you is not available, contrary to expectations despite a timely completion of the relevant covering transaction, for reasons for which we are not responsible, you shall be informed about the non-availability without delay and in case of a withdrawal, the payments that have already been made by you shall be reimbursed immediately.

(3) The shipping shall take place at your risk. If you wish, the goods shall be shipped with a suitable transport insurance and the costs arising from the same shall be borne by you.

(4) Part deliveries shall be permissible and can be independently specified by you, provided this does not incur additional shipping costs for you.

#### **§ 5 Warranty**

(1) The warranty period shall last for one year from the delivery of the goods. The reduction in time-limit does not apply:

- to damages culpably attributable to us arising from injury to life, limb or health and for other damages caused by wilful intent or gross negligence;
- insofar as we have wilfully concealed the defect or accepted a warranty for the quality of the goods;
- to goods which are used for a building in accordance with their normal use instructions and whose defects were caused by this;
- for statutory recourse claims, which you have against us in connection with warranty rights.

(2) In terms of the quality of the goods, only our own information and the product description of the manufacturer shall be deemed to have been agreed, and not other advertising, public promotions and statements made by the manufacturer.

(3) In case of defects, we provide guarantee through repair or replacement at our own discretion. If the defect is not removed, you can demand a reduction in the price or withdraw from the contract at your discretion. The defect removal is applicable after a failed second attempt, unless the circumstances prove otherwise, in particular due to the nature of the object and/or defect or other conditions. In case of repair, we must not bear the additional costs, which arise from the transfer of the item to a place other than the place of fulfilment, as far as the transfer does not correspond to the intended use of the item.

#### **§ 6 Right of retention, retention of title**

(1) You can exercise the right of retention only if it concerns claims from the same contract relationship.

(2) The goods shall remain our property until the full settlement of all claims from the ongoing business relation. Pledging or assigning the goods as security before the transfer of property of the reserved goods is not permitted.

(3) You can resell the goods in the proper course of business. For this, all claims that arise from the resale

in the amount of the invoice price shall be assigned to us already now; we shall receive the assignment. You shall be further authorised to collect the claim. If you do not properly meet your payment obligations, we shall reserve the right to collect the claim.

(4) In the event of connecting and blending goods that are subject to retention of title, we shall acquire co-ownership in the proportion of the goods' invoice value in relation to other processed items at the time of processing.

(5) We shall be under obligation to release securities that are due to you if and when the feasible value of our securities exceeds the claims that are to be secured by more than 10%. The choice of the securities to be released shall reside with us.

## **§ 7 Choice of law, place of fulfilment, jurisdiction**

The German law shall apply with the exclusion of the UN purchasing law. The place of fulfilment as well the court of jurisdiction shall be our headquarters.

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## **II. Customer information**

### **1. Identity of the seller**

Golden Bull GmbH  
Altwiedermuser Weg 29  
63584 Gründau  
Germany  
telephone number: 060583750587  
E-Mail: info@golden-bull.de

### **2. Information regarding the conclusion of the contract**

The technical steps for forming the contract and the formation of the contract are carried out as per the stipulation of § 2 of our General Terms and Conditions (part 1).

### **3. Contractual language, saving the text of the contract**

3.1 Contract language shall be English.

3.2 The entire contract wording shall not be saved by us.

These SBTs and customer details were created by the lawyers specialising in IT law who work for the Händlerbund, and are constantly checked for legal conformity. Händlerbund Management AG guarantees the legal security of the texts and assumes liability in case warnings are issued. More detailed information can be found on the following website: <http://www.haendlerbund.de/agb-service>.

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## **Data protection declaration**

Unless stated otherwise below, the provision of your personal data is neither legally nor contractually obligatory, nor required for conclusion of a contract. You are not obliged to provide your data. Not providing it will have no consequences. This only applies as long as the processing procedures below do not state otherwise.

“Personal data” is any information relating to an identified or identifiable natural person.

### **Collection, processing, and use of personal data in orders**

When you submit an order, we only collect and use your personal data where this is necessary for the fulfilment and handling of your requests. The provision of data is necessary for conclusion of a contract. Failure to provide it will prevent the conclusion of any contract. The processing will occur on the basis of art. 6 (1) lit. b GDPR and is required for the fulfilment of a contract with you. We will not forward your data to third parties without your explicit consent. This only excludes our service partners which we require in order to handle the contractual relationship or service providers we use to process an order. Along with the recipients named in the clauses of this data protection declaration, these may be recipients in the following categories: Shipping providers, payment service providers, merchandise management service providers, service providers for order processing, web hosts, IT service providers and dropshipping dealers. We will comply strictly with legal requirements in every case. The scope of data transmission is restricted to a minimum.

### **Duration of storage**

After contractual processing has been completed, the data is initially stored for the duration of the warranty period, then in accordance with the retention periods prescribed by law, especially tax and commercial law, and then deleted after the period has elapsed, unless you have agreed to further processing and use.

### **Rights of the affected person**

If the legal requirements are fulfilled, you have the following rights according to art. 15 to 20 GDPR: Right to information, correction, deletion, restriction of processing, data portability. You also have a right of objection against processing based on art. 6 (1) GDPR, and to processing for the purposes of direct marketing, according to art. 21 (1) GDPR.

Contact us at any time. Our contact details can be found in our imprint.

### **Right to complain to the regulatory authority**

You have the right to complain to the regulatory authority according to art. 77 GDPR if you believe that your data is not being processed legally.

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