



NEW CUSTOMER FORM

Begoni GmbH & Co. KG • Mosaic Sales
Bahnhofstraße 56 • 35390 Giessen • Germany
USt-IdNr: DE277472968

INVOICE ADDRESS

DATE:

Company name

E-Mail

Legal form (e.g. sole proprietorship) *

Street name and number

Legal entity *

Postal code, city

VAT number

Phone number

**Please make sure to fill out all information precisely (e.g. upper cases) and exactly in the same way it is listed in your trade certificate or trade register excerpt.*

Important

Please attach a copy of
your **trade certificate** or
trade register excerpt

SHIPPING ADDRESS

Company name

Contact person

Street name and number

Additional delivery info (e.g. first level)

Postal code, city

Country

E-Mail

Phone number

CONTACTS

Mail address of your buying department

This will later become your access for our B2B portal (for at-once-orders / pre-bookings)

Mail address for invoice reception

If you're having an accounting department, please add the mail address above

Mail address of your marketing department

If you're having a specific person in marketing, please fill in his or her contact

Instagram account

Hereby I confirm my application for routinely receiving a Mosaic newsletter and grant my consent after art. 6 par. 1 S. 1 lit. a GDPR. It is possible to unsubscribe the newsletter at any time.



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BANK INFORMATION

Please make sure to fill out all bank information precisely due to possible repayments.

Account holder

IBAN

Credit institution

BIC / SWIFT

PAYMENT METHOD

Please check your preferred payment method.

SEPA Debit • 5 days • 2% cash discount *

After credit assesment has been successfully approved by our commercial credit insurance **R+V Versicherung AG**
(until we receive a positive notification, prepayment will be the temporary payment method)

Bank transfer • 30 days net • 5 days • 2% cash discount *

After a successfull approval by our factoring partner **Aktivbank AG**
(until we receive a positive notification, prepayment will be the temporary payment method)

Prepayment • via bank transfer

** By choosing the payment method bank transfer or debit you allow us to do a credit assesment and / or obtaining a bank inquiry.
Payment methods can only be changed after a written request and need to be approved first by Begoni GmbH & Co.KG.*

SEPA DIRECT DEBIT MANDATE

SEPA direct debit is only possible with a signed madate form and all bank information above filled out.

By checking this box, you authorise Begoni 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 Begoni GmbH & Co. KG. Creditor Identifier: DE80ZZZ00000073607.

By checking this box, you authorise Begoni GmbH & Co.KG to implement a credit assesment and / or obtaining a bank inquiry.
The correctness of the aforesaid statements is assured. The SEPA direct debit mandate is granted.

DATE:

SIGNATURE:



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GENERAL BUSINESS TERMS

GIESSEN, JANUARY 2021

1. General

(1) These terms and conditions apply to all offers, deliveries and services of Begoni GmbH & Co. KG, - (hereinafter referred to as the "seller"), even if a separate order confirmation is not given in the context of a business relationship. These terms and conditions of sale and delivery also become part of the contract if the seller has not expressly indicated their inclusion.
(2) Our general terms and conditions, with which our customer agrees when placing the order, and also for future transactions, even if no express reference is made to them, but they have been received by the customer with an order confirmed by us.
(3) If the order is placed in a way that deviates from our general terms and conditions, then only our general terms and conditions apply, even if we do not object to them. Deviations therefore only apply if they have been expressly recognized by us in writing.

2. Offers and conclusion of contract

(1) All offers are always non-binding.
(2) Orders are considered accepted if they are either confirmed in writing by the seller or executed immediately after the order has been placed or if they are carried out on time; then the invoice is considered an order confirmation. If the buyer wishes to withdraw from the concluded contract before delivery of the goods (cancellation) and if the seller agrees to this after the supplier has closed the order, the seller is entitled to charge a cancellation fee of 20% of the order value. This applies accordingly to partial cancellations. The buyer is entitled to prove that the cancellation resulted in less damage in individual cases.
(3) Information provided by the seller on the subject of the delivery (e.g. weights, dimensions, utility values, load capacity, tolerances and technical data) as well as representations of the same (e.g. drawings and images) are only approximate unless the usability for the contractually intended purpose requires exact conformity. They are not guaranteed characteristics, but rather descriptions or identifications of the delivery. Customary deviations and deviations that occur due to legal regulations or represent technical improvements, as well as the replacement of parts by equivalent parts are permissible, provided they do not impair the usability for the contractually intended purpose.
(4) If, after the conclusion of the contract, the seller becomes aware of facts which, according to due commercial discretion, indicate a significant deterioration of assets (in particular also default of payment with regard to earlier performances), or if the buyer is in default of payment of an invoice in whole or in part, the seller shall be entitled to demand advance payment, delivery against cash on delivery or corresponding securities, or to withdraw from the contract. It is not possible to assign claims of the buyer to third parties.
(5) Delivery will only be made by cash on delivery if the creditworthiness of the buyer is critically assessed or downgraded by the seller's trade credit insurance, likewise for new customers in the first six months.

3. Data processing

The buyer acknowledges that the seller stores data from the contractual relationship for the purpose of data processing and reserves the right to transfer the data to third parties (in particular trade credit insurers) to the extent necessary for the fulfillment of the contract.

4. Distribution channels

(1) There are industrial property rights and copyrights of third parties on the goods sold. The seller is entitled to conclude a written agreement with the buyer on the sale and resale of the goods. Use of these goods without the express permission of the rights holder is not permitted.
(2) The buyer is not entitled to sell the goods to end consumers in stores other than those approved by the seller.
(3) In the event of an infringement, the seller is entitled to suspend delivery immediately. Claims for compensation by the buyer due to non-delivery are excluded. The seller reserves the right to claim damages.

5. Delivery and transfer of risk

(1) Deliveries shall be made from the seller's warehouse and, even in the case of carriage paid deliveries, at the buyer's risk. If the dispatch or the handover is delayed as a result of a circumstance, the cause of which lies with the buyer, the risk is transferred to the buyer on the day on which the seller is ready for dispatch and has notified the buyer of this. Storage costs after the transfer of risk are borne by the buyer. They amount to 0.25% of the invoice amount for the delivery items to be stored per week that has passed. The right to assert and provide evidence of additional or lower storage costs is reserved.
(2) Deadlines and dates for deliveries and services set by the seller are always only approximate, unless a fixed period or a fixed date has been expressly promised or agreed. If shipment has been agreed, delivery periods and dates refer to the time of handover to the forwarding agent, carrier or other third party commissioned with the transport.
(3) The seller can - without prejudice to its rights in the event of default by the buyer - demand from the buyer an extension of delivery and performance deadlines or a postponement of delivery and performance dates by the period in which the buyer fails to meet his contractual obligations towards the seller.
(4) The seller is not liable for the impossibility of delivery or for delays in delivery, insofar as these are caused by force majeure or other events that were not foreseeable at the time of the conclusion of the contract (e.g. operational disruptions of all kinds, difficulties in material or energy procurement, transport delays, strikes, lawful lockouts, lack of manpower, energy or raw materials, difficulties in obtaining the necessary official permits, official, in particular customs measures or the lack of, incorrect or late delivery by suppliers for which the seller is not responsible.) If such events make the delivery or service significantly more difficult or impossible for the seller and the hindrance is not only of temporary duration, the seller is entitled to withdraw from the contract. In the case of temporary obstacles, the delivery or service deadlines shall be extended or the delivery or service dates shall be postponed by the period of the hindrance plus a reasonable start-up period. If the buyer cannot be expected to accept the delivery or service as a result of the delay, he can withdraw from the contract by means of an immediate written declaration to the seller.

6. Prices and payments

(1) The prices apply to the scope of services and deliveries listed in the order confirmations. Additional or special services will be charged separately. The prices are in EURO ex warehouse plus packaging, statutory value added tax, transport costs, customs duties in the case of export deliveries as well as fees and other public charges.
(2) Insofar as the agreed prices are based on the seller's list prices and delivery is only to take place more than four months after the conclusion of the contract, the seller's list prices valid at the time of delivery apply (less an agreed percentage or fixed discount).
(3) Unless otherwise agreed, the purchase price is due 5 days after receipt of the invoice or, if the buyer receives the goods beforehand, upon receipt.
(4) A cash payment is only permitted if all older invoices have been paid. When paying by direct debit and bank transfer within 5 days of receipt of the invoice, the discount deduction is as follows: 2% when paying by cash on delivery - check or cash - within 5 days; 2%: Payment by bill of exchange are not accepted. Checks are only accepted on account of payment, not in lieu of payment.
(5) The date of receipt by the seller is decisive for the date of payment. If the buyer does not pay by the due date, the outstanding amount shall be subject to interest from the due date at 9% points above the base rate pa; the assertion of claims of higher interest and further damage in the event of default remains unaffected.
(6) If the buyer is in default with the payment of an invoice in whole or in part, all claims of the seller against the buyer are due immediately. The seller can make further deliveries dependent on a previous security deposit or step-by-step payment of the purchase price. If the outstanding amount due or the security is not paid within a reasonable period of grace, the seller is entitled to withdraw from the contract and to demand compensation. The amount of the compensation is 20% of the outstanding net claim amount (flat rate compensation). The parties are free to prove higher or lower damage. The same applies to the costs of non-legal reminder letters, which amount to € 10.00 each.
(7) Offsetting or the assertion of a right of retention on the part of the buyer is only permitted with regard to claims recognized by the seller or legally established. The buyer has no right of retention unless it is based on the same contractual relationship.
(8) The buyer may not offset with counterclaims, unless the counterclaims are undisputed or have been legally established.
(9) The seller is entitled to assign the claims from our contractual relationships.

7. Liability for material defects

(1) The buyer must inspect the goods received for defects, quality and guaranteed properties immediately upon arrival. Patent defects must be reported to the seller in writing within 5 calendar days, other defects must be reported in writing immediately after their discovery. The period begins with the receipt of the goods by the buyer.
(2) If the buyer discovers defects in the goods, he may not dispose of the defective goods and, in particular, not sell them until an agreement has been reached on the handling of the complaint or an evidence preservation procedure has been carried out.
(3) In the event of justified complaints, the seller can choose to either repair or replace the goods. If the seller is more than 5 weeks in arrears with remedying the defect or providing a replacement, if remedying the defect fails after a second unsuccessful attempt, if it is made impossible or has been refused by the seller, the buyer has the right to withdraw from the contract or, at his option, to request a reduction in the purchase price (reduction). Clause 8 of the terms and conditions applies to claims for damages due to a defect. Further warranty claims are excluded. The statutory claims from the assumption of a guarantee for the quality of the item remain unaffected.
(4) Claims under liability for defects become statute-barred one year after delivery of the object of purchase. Section 478 BGB (German Civil Code) remains unaffected.

8. Compensation for damages

(1) The seller's liability for damages, regardless of the legal grounds, in particular for impossibility, delay, defective or incorrect delivery, breach of contract, breach of obligations in contract negotiations and tort, insofar as fault is relevant in each case, is limited according to this clause 8.
(2) The seller is not liable in the event of simple negligence on the part of its organs, legal representatives, employees or other vicarious agents, in the case of gross negligence on the part of their non-managerial employees or other vicarious agents, provided that there is no breach of essential contractual obligations. Essential to the contract are the obligation to timely delivery free from defects as well as any advisory, protection and custody obligations that are intended to enable the buyer to use the delivery item in accordance with the contract or aim to protect the life and limb of the buyers or third party personnel or the buyer's property from significant damage.
(3) Insofar as the seller is liable for damages on the merits in accordance with this clause, this liability shall be limited to damages which the seller foresaw as a possible consequence of a breach of contract at the time of conclusion of the contract or which it should have foreseen taking into account the circumstances of which it was aware or which it should have been aware if it had exercised due care. Indirect damage and consequential damage resulting from defects in the delivery item are also only eligible for compensation if such damage is typically to be expected when the delivery item is used as intended.
(4) In the event of liability for simple negligence, the seller's obligation to pay compensation for damage to property or personal injury shall be limited to an amount of EUR 2,000,000.00 per case of damage (corresponding to the current coverage amount of its liability insurance), even if this involves a breach of material contractual obligations.
(5) The above exclusions and limitations of liability apply to the same extent in favor of the organs, legal representatives, employees and other vicarious agents of the seller.
(6) Insofar as the seller provides information or acts in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by it, this is done free of charge and excluding any liability.
(7) The limitations of this clause 8 do not apply to the seller's liability for willful misconduct, for guaranteed characteristics, for injury to life, limb or health or in accordance with the Product Liability Act (Produkthaftungsgesetz).

9. Retention of title

(1) The seller retains title in the delivered goods until all of its claims against the buyer from the business relationship have been settled. This also applies to balance claims from an existing current account relationship.
(2) In the event of default in payment or suspension of payments by the buyer, as well as in the event of application for or opening of insolvency proceedings against his assets, the seller shall be entitled to take back the entire goods subject to retention of title and the buyer shall be obliged to surrender them. The seller can enter the buyer's business and take the goods away. The seller can also prohibit the resale and removal of the delivered goods. Taking back is not considered a withdrawal from the contract.
(3) If goods subject to retention of title are sold alone or together with goods not belonging to the seller, the buyer hereby assigns the claims arising from the resale in the amount of the value of the goods subject to retention of title with all ancillary rights to the seller with first priority, who accepts the assignment. The same applies to other claims that take the place of the goods subject to retention of title or otherwise arise with regard to the goods subject to retention of title, such as insurance claims or claims from tort in the event of loss or destruction. The value of the goods subject to retention of title is the invoice amount plus a security surcharge of 10%, which, however, shall not be taken into account if it is opposed by third-party rights.
(4) The buyer is only entitled and authorized to resell the goods subject to retention of title in the ordinary and proper course of business and only subject to the proviso that the claims actually pass to the seller pursuant to clause 9 (3). The buyer shall agree a reservation of title with his customer. The buyer is not entitled to dispose of the reserved goods in any other way, in particular pledging or assignment by way of security.
(5) The buyer must inform the seller immediately of any seizures or other interventions by third parties. The buyer is obliged to reimburse the seller for the costs of interventions. If payments are suspended or if insolvency proceedings are applied for or opened, the right to resell and collect the assigned claims expires.
(6) The seller authorizes the buyer, subject to revocation, to collect the claims assigned in accordance with clause 9 (3). The seller will not make use of his own authority to collect as long as the buyer meets his payment obligations (also towards third parties).
(7) In the event of revocation, the buyer must provide the name and address of the debtors of the assigned claims with a precise description of the items acquired by them and notify them of the assignment; the seller is authorized to notify the debtors of the assignment itself.
(8) The seller shall release the goods subject to retention of title as well as the items or claims replacing them upon request at its discretion, insofar as their value exceeds the amount of the secured claims by more than 50%. (The seller shall be entitled to assert its rights arising from the retention of title - in particular the repossession of the goods delivered under retention of title - without prior withdrawal from the respective purchase contract.
(9) Payments by bank transfer, unless otherwise agreed individually, are to be made with debt-discharging effect exclusively to AKTIVBANK AG, Heriotstrasse 1, 60528 Frankfurt am Main, to which we have assigned our current and future claims from our business relationship. The seller has also transferred its reserved ownership AKTIVBANK AG.

10. Consequences of withdrawal

(1) In the event of withdrawal from the purchase contract due to culpable breach of contract by the buyer, the seller can also assert the following claims instead of flat-rate compensation for damages:
a) special expenses arising from the contract (e.g. commission, shipping costs, etc.);
b) remuneration for the transfer of use and the resulting decrease in value. As a rule, the remuneration is calculated as follows, depending on the value: In the event of withdrawal after delivery within the first three months, 30% of the sales price and 3% of the sales price for each additional month.
(2) The place of jurisdiction and applicable law
(1) The place of performance and jurisdiction for deliveries and payments (including actions on checks and bills of exchange) as well as all disputes arising between the parties is the registered office of the seller. The seller is also entitled to sue the buyer at his registered office or, for disputes that fall within the jurisdiction of the local court, before the local court in Frankfurt am Main and otherwise before the regional court in Karlsruhe. The agreement of the place of jurisdiction only applies if the customer is a registered trader.

12. Written form and severability clause

(1) The legal relationship between the seller and the buyer shall be governed solely by the written purchase agreement, including these general terms and conditions of delivery. This fully reflects all agreements between the contracting parties on the subject matter of the contract. Verbal promises made by the seller prior to the conclusion of this contract are not legally binding and verbal agreements between the contracting parties are replaced by the written contract, unless it is expressly stated in each case that they will continue to be binding. Supplements and changes to the agreements made, including these terms and conditions, must be made in writing to be effective. With the exception of managing directors or authorized signatories, the seller's employees are not entitled to make verbal agreements that deviate from this. Transmission by fax is sufficient to maintain the written form; otherwise, telecommunication transmission, in particular by e-mail, is not sufficient.
(2) Should a provision of the contract or these conditions be void, this does not affect the validity of the remaining provisions. The ineffective provision is deemed to be replaced by an effective provision that comes as close as possible to the economic purpose of the ineffective provision intended by the parties. Insofar as the contract or these general terms and conditions of delivery contain loopholes, those legally effective provisions shall be deemed to have been agreed to fill these loopholes, which the contractual partners would have agreed according to the economic objectives of the contract and the purpose of these general terms of delivery, if they had known about the loophole.
(3) All contracts concluded shall be governed exclusively by German law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods and conflict-of-law provisions of German law.

DATE

SIGNATURE

By signing this form, you confirm that you have read and accepted the
General Business Terms constituted by Begoni GmbH & Co. KG.



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BASIC INFORMATION

- Our shipments are usually delivered through our logistic partner UPS
 - For individual cases we might ship through DHL or in cases of enough freight we might commission a forwarder
 - Shipping costs are 5 Euro gross per package within Germany
 - International shipping costs are depending on the place of delivery, weight and / or volume (normally we charge 10 Euro gross per package)
 - Usually we deliver within 24h (for shipments in Germany) and 72h (for shipments in Europe)
 - At-once-orders can be easily placed in our B2B webshop (shop.mosaic-sales.com)
 - We try to ship orders that reach us before 10 AM the same weekday, latest the following day
 - Orders from customers with pre-payment method will be shipped when received
 - Once your order is ready to be shipped, you will receive a system-generated mail including a tracking number, to track the delivery of your shipment
 - For all pre-bookings, we grant you access to our very own online pre-booking tool (you will receive your access via mail after your customer account has been successfully registered in our system)
 - We routinely send our customers a newsletter to inform about new drops, promotion or special deals
-

USEFUL CONTACTS

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