Please return completed and signed to
info@tbint.de

Or Postal:

TB International GmbH
Dr.-Robert-Murjahn-Str. 11
64372 Ober-Ramstadt
Germany

NEW ACCOUNT FORM

New Account Form

Please fill in in capital letters

Billing address

Company / legal form

Name

Street

ZIP

City

Country

Phone

E-Mail

Delivery address

☐ Delivery address same as billing address

Company

Name

Street

ZIP

City

Country

Phone

E-Mail

VAT Number

Legal information

Tax number

Commercial register

Commercial register number

VAT Number

Date founded

First and last name of business owner

Date of birth of business owner

Contact person

Title

First and last name

Position

Phone

E-Mail

Mobile

Payment Method

☐ Prepayment

After 3 paid prepayment invoices, customers may order on invoice terms subject to a positive credit assessment.

General Informationen

Please tick as appropriate

☐ We run a retail store (number of stores:_____)

☐ We sell online in our own shop.

☐ We sell online on Amazon

☐ We sell online on additional plattforms

☐ We are working in textile printing and promotion sector

☐ Other

More Information

☐ Yes, I would like to receive the newsletter

E-Mail for newsletter

The customer accepts the general terms and conditions and confirms that he has read the data protection declaration of TB International GmbH.

Place / Date

Signature / Stamp

TB International GmbH
Dr.-Robert-Murjahn-Str. 7
64372 Ober-Ramstadt
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General manager: Heike Becht • Marc Geyer
Tax number: 007 246 04947
VAT number: DE238913546
IDU for textiles: FR270232_11ZVMY

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info@tbint.de
www.buildyourbrand.de
Amtsgericht Darmstadt - HRB 9330

Bank: Sparkasse Dieburg
Account: 0141011643
Bank code: 508 526 51
Swift/BIC-Code: HELADEF1DIE
IBAN: DE53 5085 2651 0141 0116 43

General Terms and Conditions of TB International GmbH

1. Scope
All sales and deliveries made by TB International GmbH are subject to the following Terms and Conditions ("Delivery Terms") which are deemed to be accepted by the buyer with placement of orders or receipt of delivery. These Delivery Terms shall also apply to any future business transactions with the buyer. The buyer's terms and conditions conflicting or supplementary to these Delivery Terms, as the case may be, shall be excluded, even if TB International GmbH has not expressly objected to such terms and conditions.

2. Conclusion of contract
2.1 All offers and prices stated by TB International GmbH are subject to change. A contract shall only be deemed concluded upon, when TB International GmbH has given its written order confirmation and shall be made only in accordance with the specifications provided in the order confirmation and with the present Delivery Terms hereunder. Verbal agreements or assurances shall only be valid if confirmed by TB International GmbH in writing.
2.2 TB International GmbH shall reserve all rights to samples and contract documents (in particular figures, drawings, weights and measures), which must not be made available to third parties and returned to TB International without undue delay, if requested to do so.

3. Delivery periods and dates
3.1 The relevant delivery periods and dates shall be binding only with the written confirmation of TB International GmbH, provided that the buyer of TB International GmbH has furnished or made available all information and documents required for the execution of the delivery in due time and has made the agreed advance payments. The delivery periods shall commence on the date of the order confirmation. In the event of subsequent additional or supplementary orders, the delivery dates shall be rescheduled or extended accordingly. The delivery is deemed to be in due time, if the goods are handed over to the buyer or freight carrier.
3.2 In case of unforeseeable events that are beyond the control of TB International GmbH, and for which TB International GmbH is not responsible (e.g. force majeure, war, natural catastrophes, or labour disputes) ("Faults"), TB International GmbH shall be released from its obligation to make due delivery or service for the duration of any such event. Delivery periods agreed shall be extended by the duration of such fault, and the buyer shall be notified in an appropriate manner of such circumstances. If it is not possible yet to predict the end of such an event or if it continues for more than eight weeks, either party may terminate the contract concluded between them.
3.3 With regard to goods not manufactured by TB International GmbH, the delivery obligation shall be subject to the timely receipt of the correct goods.
3.4 In the event of delayed delivery by TB International GmbH, the buyer may terminate the contract only if such delay was caused by TB International GmbH and a reasonable period of time granted by the buyer to make delivery has elapsed.
3.5 If the buyer is in default with receipt or in breach of other obligations to cooperate, TB International GmbH may, without prejudice to its other rights, appropriately store the goods at the risk and costs of the buyer or terminate the contract.
3.6 TB International GmbH shall be entitled to make partial deliveries for reasonable grounds.

4. Dispatch, packaging, transfer of risk
4.1 Unless otherwise agreed by the parties, dispatch of the goods shall be made on a route of shipment and in the typical packaging according to type or in mixed boxes, as determined by TB International GmbH.
4.2 The risk shall be transferred to the buyer upon delivery, and in case of dispatch purchase, upon supply of the goods to the forwarding agent, freight carrier or other persons or organizations involved in the dispatch process. In case of delayed dispatch or supply of the goods for reasons caused by the buyer, the risk shall be transferred to the buyer on the date of original delivery.

5. Prices, terms of payment
5.1 If the parties have not agreed specific prices, such prices will be determined using the price list of TB International GmbH applicable on the date of contract conclusion.
5.2 All prices stated by TB International GmbH shall be exclusive of any statutory value added tax, unless otherwise agreed.
5.3 TB International GmbH shall be entitled to issue partial invoices for partial deliveries in accordance with section 3.6.
5.4 Unless otherwise agreed between the parties, settlement of invoices issued by TB International GmbH shall become payable within 30 days after receipt, without any discounts. The buyer shall be deemed in default, if payment is not made within the aforementioned period. Payments are considered made when TB International GmbH can dispose over the invoiced amount.
5.5 If the buyer is in default with payment, TB International GmbH may charge default interests as stipulated by law. Any further claims for default shall not be affected.
5.6 The acceptance of bills and cheques shall be subject to special agreement and free of costs and charges for TB International GmbH on the account of performance.
5.7 Claims may be set-off by the buyer only if such claims are undisputed or established by law.
5.8 The buyer may exercise his right to retain to the extent that such claim is based on the same contract and, in addition, undisputed and established by law.
5.9 If TB International GmbH becomes aware of the risk of insufficient performance on the part of the buyer after concluding the contract, TB International GmbH shall be entitled to make due deliveries only against advance payments or security. In the case that such advance payments or securities have not been provided after a reasonable extended period, TB International GmbH may withdraw from individual or all contracts concerned, in whole or in part. Any further rights of TB International GmbH shall remain unaffected.

6. Reservation of title
6.1 TB International GmbH shall reserve the title to the goods delivered until full settlement of any and all receivables arising from the contractual relationship with the buyer ("reserved goods") is made.
6.2 The reserved property shall serve as security for current account claims of TB International GmbH.
6.3 The Buyer shall be entitled to sell such reserved goods only in proper business transactions, but not to pledge, transfer as a security or make other dispositions which may jeopardise such goods or any other property of TB International GmbH. The buyer agrees to assign any claims from the re-sale of reserved goods to TB International GmbH, and TB International GmbH accepts this assignment.
If the buyer sells the reserved goods together with other goods, the assignment of claims shall be deemed agreed only to the amount of the portion equal to the price agreed between TB International GmbH and the buyer, plus a security margin of 10% of such price.
The buyer is revocably authorized to collect any receivables assigned to TB International GmbH in his own name as trustee for TB International GmbH. TB International GmbH may cancel such authorization and right to resale, if the buyer is in default of his material obligations (e.g. payment) towards TB International GmbH. In the event of revocation, TB International may collect such receivables.
6.4 The buyer shall provide TB International GmbH with all necessary information related to the reserved goods or claims that have been assigned to TB International GmbH hereinafter. Access by or claims of third parties to reserved goods shall be notified by the buyer to TB International GmbH without undue delay and provision of the required documents. At the same time, the buyer shall inform third parties of such reservation of title by TB International GmbH. The costs for defending such access and claims shall be borne by the buyer.
6.5 The buyer is obliged to treat the reserved goods with care for the time of reservation.
6.6 If the realizable value of the securities exceeds the amount of the claims of TB International GmbH to be secured by more than 10%, the buyer may request the release of such goods to that extent.
6.7 If the buyer is in default with material obligations – such like payment – towards TB International GmbH, TB International shall be entitled to reclaim the reserved goods and, upon withdrawal from the contract, to dispose of them in order to satisfy due payments against the buyer; any further rights shall remain unaffected. In this case, the buyer shall immediately allow TB International GmbH or its agent access to the reserved goods and hand them over. If release of these goods is demanded by TB International GmbH on the grounds of this provision, this itself shall not represent a withdrawal from the contract.
6.8 Deliveries in other jurisdictions, where the aforementioned provision of the reservation of title is subject to other regulations than in Germany, the buyer shall assist in any and all measures, such like registration, publication, etc. required and helpful for the effectiveness and enforcement of such security rights.
6.9 The buyer shall take out an appropriate insurance for the reserved goods, if requested so by TB International GmbH, submit the insurance police as evidence and assign any claims arising under the insurance contract to TB International GmbH.
7. Quality, buyer's rights in case of defects, duty of inspection
7.1 The goods must be in the agreed quality upon transfer of risk, and in accordance with the precise quality specifications agreed between the parties in terms of properties, features and performance characteristics ("quality agreement").
7.2 Specifications contained in catalogues, price lists and other information materials provided by TB International GmbH to the buyer, as well as product descriptions shall not be considered as a guarantee for special quality and durability of the goods, and such quality or life guarantees must be explicitly agreed in writing.
7.3 The buyer's rights to claim for defects is subject to the provision that the goods delivered are inspected immediately upon receipt and defects notified to TB International GmbH not later than ten working days after delivery in writing; hidden defects must be notified to TB International GmbH in writing immediately upon having been discovered.
7.4 In the event of a claim for defects, TB International GmbH shall be entitled to inspect and check the claimed goods, and the buyer shall give TB International GmbH the time and opportunity required to do so. TB International GmbH may request the buyer also to return the claimed goods to TB International GmbH on the account of TB International GmbH. If a claim for damage raised by the buyer is not justified and this has been evident to him already before raising such claim, he shall compensate TB International GmbH for all expenses (e.g. costs for dispatch) incurred in this connection.
7.5 Defects are, at TB International GmbH's option, remedied by free elimination of the defects or replacement of defect-free goods (jointly "remedy").
7.6 The buyer shall grant TB International GmbH a reasonable period of time and give the opportunity for remedy. Only in urgent cases, and to prevent any disproportionately high damage, or if TB International GmbH has not remedied such defects within the agreed period of time, the buyer shall have the right to remedy himself or have remedied any defects by third parties, after having communicated such defects to TB International GmbH, and claim from TB International GmbH for compensation of the costs incurred in this connection.
7.7 The rights of the buyer in case of defects shall exclude natural wear and tear, or if such defects were caused by the buyer (e.g. due to improper handling, storage or performance of repair works), provided that such defects have not been caused by TB International GmbH.
7.8 The costs incurred in connection with transport, route, labour and materials to remedy a defect shall be borne by TB International GmbH.
7.9 If remedy of defects fails or is of unreasonable effort for the buyer, or if TB International GmbH refuses to perform remedy in accordance with § 439 para. 3 BGB (German Civil Code), the buyer may, at his option, (i) withdraw from the contract or reduce the purchase price, and (ii) claim for compensation according to section 8 or indemnification of his expenses.
7.10 The period of limitation relating to the buyer's rights to claim for defects shall be twelve months after delivery to the buyer. The regulations with regard to the limitation period as set out in § 479 BGB shall remain unaffected. For the rest, the statutory limitation period shall apply to claims for compensation on other grounds than for defects to the goods, and the rights of the buyer in case of fraudulent concealment or wilful defects.
7.11 TB International GmbH takes back articles in their original packing only in special cases and according to prior agreement. The return expenses have to be borne by the buyer. The goods are to be sent to the following address: "WLL Logistik und Service GmbH, Röntgenstr. 6, 64291 Darmstadt-Arheilgen, Germany".
For handling and re-sorting of the articles, handling charges to the amount of 10% of the value of the goods sent back have to be paid.
In particular case other arrangements may apply.

8. Limitation of liability, compensation for damage
8.1 Subject to the provision as set out under section 8.2, the statutory liability of TB International GmbH for damage is limited as follows:
(i) TB International GmbH shall be liable only to the extent which can reasonably be foreseen in the event of slight breaches of material obligations under the contractual relationship;
(ii) TB International GmbH shall not be liable for slight breaches of material obligations arising under the contractual relationship.
8.2 The aforementioned limitations of liability shall not apply in cases of liability as provided by law (in particular, according to the German Product Liability Act), and if guarantee has been assumed or in the event of culpably caused personal injuries.
8.3 The buyer is obliged to take any and all reasonable measures to prevent and mitigate the damage.

9. Miscellaneous
9.1 All changes and supplements to the contract and/or these Delivery Terms, and all side agreements shall be made in writing. This also applies to changes of the written form requirement.
9.2 The parties understand that any or all provisions of this contract and/or of these Delivery Terms may be found invalid or void contrary to their intention. In this case, the parties agree to exclude any doubts as to the validity of the contract and/or the Delivery Terms. If any or all provisions of the contract and/or these Delivery Terms are invalid or void, the contract and/or the Delivery Terms, as the case may be, shall remain valid without doubts, and the parties will undertake to replace any invalid provision by a valid provision which comes as close as possible to the economic purpose of the original provision.
9.3 The exclusive place of jurisdiction for any disputes arising out of the contractual relationship shall be Darmstadt. However, TB International GmbH shall be entitled to sue the buyer at any other court having statutory jurisdiction.
9.4 The laws of the Federal Republic of Germany shall apply to this contract to the exclusion of the United Nations Convention for the International Sale of Goods (CISG).

Last amended: September, 2013

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Dr.-Robert-Murjahn-Str. 7
64372 Ober-Ramstadt
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www.buildyourbrand.de
Amtsgericht Darmstadt - HRB 9330

Bank: Sparkasse Dieburg
Account: 0141011643
Bank code: 508 526 51
Swift/BIC-Code: HELADEF1DIE
IBAN: DE53 5085 2651 0141 0116 43

Privacy policy

1. Data protection at a glance

General notes
The following notes provide a simple overview of what happens to your personal data. Personal data are all data with which you can be personally identified. For detailed information on data protection, please refer to our data protection declaration listed below this text.

Data acquisition
Who is responsible for data collection?
The responsible authority for data processing is:

TB International GmbH, Dr.-Robert-Murjahn-Str. 7, 64372 Ober-Ramstadt, Germany
Phone: +49 (0) 6154 / 574 02 101, E-mail: datenschutz@tbint.de

Responsible party is the natural or legal person who, alone or jointly with others, decides on the purposes and means of processing personal data (e.g. names, e-mail addresses, etc.).

How do we collect your data?
On the one hand, your data is collected when you provide it to us. This may be data that you enter into a new customer form, for example.

What do we use your data for?
To process orders, send newsletters, if desired, or to obtain credit information.

What rights do you have regarding your data?
You have the right to receive information free of charge about the origin, recipient and purpose of your stored personal data at any time. You also have the right to demand the correction, blocking or deletion of this data. For this purpose, as well as for further questions regarding data protection, you can contact us at any time. Furthermore, you have a right of appeal to the responsible supervisory authority.

2. General notes and mandatory information

Privacy
TB International GmbH takes the protection of your personal data very seriously. We treat your personal data confidentially and in accordance with the legal data protection regulations and this privacy policy.
We would like to point out that data transmission over the Internet (e.g. communication by e-mail) can have security gaps. A complete protection of data against access by third parties is not possible.

Note on the responsible authority
The responsible authority for data processing is:

TB International GmbH, Dr.-Robert-Murjahn-Str. 7, 64372 Ober-Ramstadt, Germany
Phone: +49 (0) 6154 / 574 02 101, E-Mail: datenschutz@tbint.de

Responsible party is the natural or legal person who, alone or jointly with others, decides on the purposes and means of processing personal data (e.g. names, e-mail addresses, etc.).

Revocation of your consent to data processing
Many data processing operations are only possible with your express consent. You can revoke a previously given consent at any time. For this purpose, an informal notification by e-mail to us is sufficient. The legality of the data processing that took place until the revocation remains unaffected by the revocation.

Right of appeal to the competent supervisory authority
In the event of violations of data protection laws, the person concerned has a right of appeal to the competent supervisory authority. The competent supervisory authority in data protection matters is the data protection commissioner of the federal state in which our company is located. A list of the data protection officers and their contact details can be found at the following link:
https://www.bfdi.bund.de/DE/Infothek/Anschriften_Links/anschriften_links-node.html.

Right to data transferability
You have the right to have data, which we process automatically on the basis of your consent or in fulfilment of a contract, handed over to you or to a third party in a common, machine-readable format. If you request the direct transfer of the data to another responsible party, this will only be done to the extent technically feasible.

Information, blocking, deletion
Within the framework of the applicable legal provisions, you have the right to obtain information free of charge at any time about your stored personal data, its origin and recipients and the purpose of the data processing and, if applicable, a right to correct, block or delete this data. For this purpose, as well as for further questions regarding personal data, you can contact us at any time.

3. Data protection officer

Statutory data protection officer
We have appointed a data protection officer for our company:

normcondata GmbH, Nobelstr. 3, 41189 Mönchengladbach, Germany
Phone: +49 (0) 2161 65 331 70, E-mail: datenschutz@normcondata.de

Processing of data (customer and contract data)
We collect, process and use personal data only to the extent that they are necessary for the establishment, content or modification of the legal relationship (inventory data). This is done on the basis of Art. 6 para. 1 DSGVO, which permits the processing of data for the fulfilment of a contract or pre-contractual measures. We collect, process and use personal data on the use of our Internet pages (usage data) only to the extent necessary to enable or charge the user for the use of the service.
The collected customer data will be deleted after completion of the order or termination of the business relationship. Legal retention periods remain unaffected.

Data transfer upon contract conclusion for online stores, dealers and shipping
We only transfer personal data to third parties if this is necessary for the execution of the contract, for example to the companies entrusted with the delivery of the goods or the credit institution commissioned with the handling of payments. A further transmission of the data is not carried out or only if you have expressly agreed to the transmission. Your data will not be passed on to third parties without your express consent, for example for advertising purposes.
The basis for data processing is Art. 6 Para. 1 DSGVO, which permits the processing of data for the fulfilment of a contract or pre-contractual measures.

4. Newsletter

Newsletter data
If you would like to receive the offered newsletter, we need an e-mail address from you as well as information that allows us to verify that you are the owner of the e-mail address provided and agree to receive the newsletter. Further data will not be collected or only on a voluntary basis. We use these data exclusively for sending the requested information and do not pass them on to third parties.

The processing of the data entered in the newsletter registration form is based exclusively on your consent (Art. 6 para. 1 DSGVO). You can revoke your consent to the storage of the data, the e-mail address as well as its use for sending the newsletter at any time, e.g. via the „unsubscribe" link in the newsletter. The legality of the data processing operations already carried out remains unaffected by the revocation.

The data you have provided us with for the purpose of subscribing to the newsletter will be stored by us until you unsubscribe from the newsletter and deleted after you have cancelled your subscription. Data that has been stored by us for other purposes (e.g. e-mail addresses for the member area) remains unaffected.