



General Terms and Conditions

Dresden.Gold GmbH
An der Frauenkirche 20
D-01067 Dresden
- hereinafter referred to as supplier –

§ 1 Scope

- (1) All commercial transactions of the supplier are based solely on the following General Terms and Conditions in the version valid at the time of order.
- (2) Our General Terms and Conditions are applicable exclusively. Contrary or divergent conditions introduced by the customer will not be accepted unless any differences or additions have been explicitly confirmed by us.

§ 2 Conclusion of a contract

- (1) Offers advertised on www.dresden.gold are subject to change and represent non-binding invitations to place an order. By placing an order on our website, the customer transmits a binding offer to enter into a contract.
- (2) Dresden.Gold will confirm the receipt of internet orders automatically by email. This order information does not represent a binding declaration of acceptance. We may accept your order within 2 working days by issuing a declaration of acceptance by email.

§ 3 Payment, Arrears

- (1) Prices indicated on our website at the time of the order apply. All prices published include VAT, but exclude shipping fees.
- (2) Payments may be made by either prepayment via bank transfer or in cash when picking up the goods in store.
- (3) In case the customer is in arrears we are entitled to charge interest on arrears of 5.00 % above the prime rate issued by the European Central Bank. In case we ask for a higher compensation the customer is entitled to show that there has been either no damage to us or that the damage is significantly below the sum requested.

§ 4 Reservation of ownership

Any goods delivered remain our property until the invoice sum has been received in full and all claims resulting from the contractual relationship with the customer have been settled.

§ 5 Delivery

- (1) When shipping, the delivery will be made to the address provided by the customer once the full invoice amount has been received, unless something else has been agreed upon.
- (2) All delivery times are indicated in the detailed product description. The beginning of delivery times requires the correct and timely fulfilment of the customer's duties, especially providing a correct delivery address.
- (3) In case Dresden.Gold GmbH is unable to provide goods ordered because of their supplier failing to fulfil his contractual duties, the customer will be informed without delay. Payments already made will be reimbursed without delay. Statutory rights are not concerned by this.
- (4) Provided the customer is a business customer the risk is passed as soon as the goods are passed to our haulage contractor or have left our warehouse for shipping. In case there is a delay in shipping or handing over of the goods because of reasons the customer is responsible for, risk is passing on the day notice of the goods being ready for shipment is given.

§ 6 Default of acceptance

- (1) If the customer is in delay to accept or culpably breaches his duties to co-operate we are entitled to damages and compensation of additional expenses resulting from this. We reserve further rights and claims.
- (2) During the time of delay, the invoice amount is subject to interest. Interest is charged at 5.00 % above the prime rate issued by the European Central Bank. In case the customer is a business customer, interest is charged at 8.00 % above the prime rate.
- (3) The customer is entitled to show that there has been either no damage to us or that the damage is significantly below the sum requested. The danger of an accidental deterioration or accidental setting of the purchase passes on to the customer at the time when he is in delay to accept or in debtor delay.

§ 7 Liability for defects

- (1) In case of a material deficiency the customer may choose whether he wishes for substitute delivery or remedy of defects as subsequent performance. The subsequent performance chosen may be denied when it is either impossible or only possible causing unreasonably high costs.

(2) In case subsequent performance fails or we denied it altogether, the customer may either withdraw from the contract or reduce the payment owed. Statutory rights regarding compensation are not concerned by this.

(3) In case the customer is a business customer as stated in § 14 BGB (German Civil Code) the following is agreed regarding liability for defects: The customer needs to give notice concerning evident defects without delay in writing, and within 14 days at the latest. Concealed defects need to be reported in writing without delay, and within 14 days after their discovery at the latest.

For any defects not reported in due time, liability towards the customer is excluded. This does not apply in case the supplier did conceal the defect and / or took over a corresponding guarantee. Liability for defects comes under the statute of limitations within one year of delivering the goods. This does not apply to claims regarding compensation.

§ 8 Limitation of liability

The claim for compensation for infringement of essential contractual obligations is limited to the foreseeable damages typically expected for this type of contract as far as there are neither intent, gross negligence, nor fraudulent concealment of a material deficiency and liability is not based on physical injury, harm to health or loss of life.

Infringement of non-essential contractual obligations that do not put the contract into danger does not result in any legal claims.

§ 9 Privacy

We treat your personal data confidentially and according to legal data protection regulations. We will not pass your data on to third parties without your explicit consent, unless this is necessary when fulfilling the contract.

§ 10 Applicable law, Place of jurisdiction

(1) For all legal relationships German law applies excluding CISG. In case the customer placed an order from abroad German law applies excluding CISG unless this is contradicted by obligatory rules and regulations of the country from which the order was made.

(2) The place of jurisdiction corresponds to the place of business of Dresden.Gold in case the customer or seller is a businessman, unless an exclusive court of jurisdiction has been established. This also applies when the customer has no place of residence within the European Union.

§ 11 Final provisions

In case one or more provisions of these General Terms and Conditions are or become invalid the effectiveness of all other provisions will not be affected.