

Customer application for business customers

You can use the Iden customer card to shop at the locations of the Iden Group.

We act in common.

Please fill out the customer application correctly and provide us with a copy of your business registration or proof of business with VAT identification number or tax number. You will then receive your customer card from us which you can use to shop at the following locations of the Iden Group:

Berlin

Iden System
Grosshandels GmbH
Wilhelm-Kabus-Strasse 75
D-10829 Berlin

Golssen

Iden Logistikcenter GmbH
Ernst-Iden-Ring 1
D-15938 Golssen

Hamburg

Iden Hamburg GmbH
Von-Bronst-Strasse 5
D-22885 Barsbuettel

Leipzig

Iden Grosshandelshaus Berlin e.K.
Niederlassung Sachsen
Im Mittelfeld 3
D-04509 Leipzig-Krostitz

Nuremberg

Iden Nuernberg GmbH
Drahtzieherstrasse 3
D-91154 Roth

Your details (* required fields)

<input type="text"/> (Company)Name* (incl. legal form)	
<input type="text"/> Street*	<input type="text"/> Email*
<input type="text"/> Post code*	<input type="text"/> Website
<input type="text"/> City*	<input type="text"/> VAT ID or company tax number*
<input type="text"/> Phone*	<input type="text"/> Industry*
<input type="text"/> Mobile	<input type="text"/> Name of owner/Managing Director*
<input type="text"/> Fax	<input type="text"/> Date of birth*

Internal notes

(to be completed by Iden)

<input type="text"/> Kundennummer
<input type="text"/> Kundenart
<input type="text"/> Sonstige Vermerke

Please provide together with the application:

- Copy of company registration or proof of business with VAT ID no. /tax no.

Declaration of consent

- I accept the standard terms and conditions, version: 11/2017, annex to the customer account application.
- I hereby acknowledge that I have read and understood the privacy policy, version 06/2018, annex to the customer account application.
- I agree that the headquarters of the Iden Group (Iden System Grosshandels GmbH) may in some cases use my data to perform credit checks through economic information services.

I hereby consent to the head office of the Iden Group (Iden System Großhandels GmbH) using my data provided during registration for the following purposes

- postal advertising to the address specified above email advertising to the email address

specified above and the sending of information about promotions and offers from the above-mentioned companies belonging to the Iden Group. I can revoke this consent in whole or in part at any time by making the relevant declaration to Iden System Großhandels GmbH. The privacy policy contains further information on data protection and my rights.

Date, place

Customer's signature, stamp

Please send the signed application incl. additionally required documents to:

Email: idenberlin@iden.de
 Fax: +49 30 547070-310 (Headquarters)
 Postal address: Iden System Grosshandels GmbH, Wilhelm-Kabus-Strasse 75, 10829 Berlin, Germany (Headquarters)

GENERAL TERMS AND CONDITIONS

1. Scope of application

These terms and conditions apply to all declarations of intent, agreements and contractual or similar legal acts of the following companies: Iden System Großhandels GmbH, Iden Logistikcenter GmbH, Iden Hamburg GmbH, Iden Nürnberg GmbH und Iden Großhandelshaus Berlin e.K. (summarized as „Iden Group“). Terms and conditions of the customer that deviate from these terms and conditions do not apply. Counter-confirmations of the customer with reference to their own terms of business and/or purchasing terms and conditions is expressly excluded; these are not part of the agreement, unless the conditions are confirmed in writing.

These terms and conditions also apply to all future legal transactions between the customer and the companies the Iden Group from first-time inclusion.

As far as this text refers to "we" or "us", the company or the companies of the Iden Group is meant, with which the customer has entered into contract.

2. Conclusion of the contract, withdrawal

Information provided by us in catalogues, brochures and on internet pages does not represent a legally binding offer of contract. By placing their order, the customer is entering into a binding offer to conclude a purchase contract. We can accept this offer within two weeks by issuing an explicit declaration. The sending of the ordered goods or an invoice to the customer shall be equivalent to an express declaration of acceptance.

If, after conclusion of the contract, circumstances come to light which place the creditworthiness or solvency of the customer in serious doubts, we may withdraw from the contract, if the customer is unwilling to provide performance upon counter performance or security. We reserve the right to immediate withdrawal from the contract, should insolvency proceedings be initiated over the assets of the customer or the insolvency proceedings are rejected for lack of assets.

3. Prices

All prices and fee information exclude statutory sales tax.

Unless otherwise agreed, the prices that are listed in our price list that is valid on the order day shall apply. If the time between the order and the delivery - for reasons which we cannot be held responsible - exceeds 6 weeks, then we have the right to charge the prices that correspond to our price list that is valid on the day of delivery.

Agreements may exist that result in subsequent payment reductions.

4. Non-delivery by suppliers, obstacles to delivery

Availability depends on delivery by the supplier and if this delivery fails for reasons for which we cannot be held responsible, we are entitled to withdraw from the contract. The customer is not entitled to claim for damages arising from such a withdrawal. The same applies if delivery is prevented by exceptional events, such as in particular fire, flood, labour disputes, disruptions of business operations and official orders and the events for which we are not responsible and which cannot also be attributed to our operational risk.

The customer will be informed immediately about the lack of availability in the above cases. Instalments paid by the customer on the purchase price or in any other way provided will be refunded immediately.

5. Delivery, shipping

The goods will be shipped on account and at the risk of the customer. The customer is responsible for any insurance coverage. The risk of accidental loss or accidental deterioration of the goods to be shipped passes to the customer with delivery of the goods to the contracted carrier.

If the customer makes no provisions as to the desired shipping method and destination upon conclusion of the contract, shipment will be made according to dutiful discretion.

Partial deliveries are allowed, unless the customer clearly has no interest in them or they are clearly unreasonable. Shipping costs are calculated only once.

Upon acceptance of the goods, the customer must have any visible external damage to the packaging and any visible damage to the goods based on this certified by the carrier.

6. Minimum order value, shipping costs

The conclusion of the contract requires reaching a minimum order value whose amount is indicated separately.

All prices are excl. shipping costs according to our shipping list, applicable at the date of order. Express consignments are shipped exclusively freight collect. No shipping costs are calculated, if goods are pick up by the customer.

In case of customer-designated delivery outside Germany, the agreed prices apply ex works.

7. Duty of investigation and notification, warranty

The customer must inspect the goods immediately upon receipt and they must immediately inform us if a fault is discovered. If the customer fails to inform us, then the goods are deemed approved, unless the fault was not identified during the inspection. If such a deficiency later shows up, this must be reported immediately after its discovery; otherwise, irrespective of this fault, the goods are considered approved. This also applies, if goods other than the ordered goods or a quantity other than the ordered quantity of goods is delivered, unless the delivered goods do not obviously differ significantly from the order so that the approval of the customer must be regarded as excluded.

The complaint must be issued in writing, indicating the number of the packaging slip. The customer has no right of retention due to defective goods, unless the customer's counterclaim is undisputed or legally ascertained.

Initially, fulfilment of the warranty is limited at our discretion to repair or replacement. If one form of subsequent performance is associated with significant disadvantages for the customer, they are entitled to demand the other kind of subsequent performance. The customer shall grant

us, in writing, a reasonable deadline for subsequent performance.

If subsequent performance is unsuccessful, the customer is entitled to reduce the purchase price or to withdraw from the contract at their discretion. Subsequent performance shall be deemed unsuccessful after the unsuccessful second attempt.

The warranty period shall be one year from date of delivery. Section 479 of the BGB remains unaffected. The aforementioned warranty does not apply to liability due to intent and fraudulent concealment of the fault. Also, it does not apply to claims for damages due to defects in cases of loss of life, injury to body or health, claims under the Product Liability Act or claims for damages due to an intentional or grossly negligent breach of duty.

8. Payments, due date

An invoice is considered to have been accepted if the customer does not object in writing within 4 weeks of receipt of the invoice.

The purchase price is due immediately.

In case of several outstanding receivables, payments of the customer are used initially to settle those receivables which we consider to be least secure, in case of several receivables of equal security to repay that which is most importunate, in case of equally importunate receivables to settle the oldest one.

If the customer does not settle an outstanding claim despite reminder or complaint, all outstanding receivables shall become due immediately. In this case, we are entitled to make further deliveries only against advance payment or adequate security.

9. Retention of title

The delivered goods, including packaging, remain our property until full compensation of the debt owed on the basis of the purchase contract.

If third parties access goods whilst they are still our property, in particular during a legal seizure of goods, the customer must immediately inform the third party of the ownership and inform us immediately about access by sending or submitting all required documentation.

The customer shall bear all the costs which associated with the removal of access and replacement of the goods, unless they borne by third parties.

The customer is entitled to resell the delivered goods in the context of ordinary business transactions. The goods under reservation of ownership may not be assigned by way of collateral.

The customer hereby assigns all claims, which they acquire from resale against their buyers, in the full amount with all ancillary rights by way of security until all outstanding claims arising from the business relationship with us have been settled. The customer is revocably authorized to collect these receivables. We will only withdraw the authorization to collect receivables and collect the assigned receivables ourselves, if the customer defaults on their payment obligations towards us or an application for the commencement of insolvency proceedings over the assets of the customer is lodged. In the case of the revocation of the authorization to collect, we can demand that the customer discloses the assigned receivables and names their debtors to us, provides all information necessary for the collection, delivers the corresponding documents and notifies us of the debtors of the completed assignment.

We are obliged to release the securities at the request of the customer in so far as their value exceeds the existing total receivables by more than 10%. We shall be responsible for selecting which securities to release.

The assignment of receivables shall expire upon full payment of the goods.

10. Place of jurisdiction and fulfilment

The law of the Federal Republic of Germany applies. The applicability of the CISG is excluded.

If the customer is a merchant, a corporate body under public law or special fund under public law, the sole jurisdiction for all disputes resulting from this contract shall be Berlin. Place of fulfilment at the time of conclusion of the contract is the corresponding business address.

Date: 11/2017

PRIVACY POLICY

The purpose of this document is to inform you about the personal data we store when you submit your account application and use your Iden customer card and the purposes for which we process this data.

I. Data controller

The data controller responsible for the collection and processing of your data is Iden System Großhandel GmbH, Wilhelm-Kabus-Straße 75, 10829 Berlin, Germany, idenberlin@iden.de (hereinafter referred to as „Iden, „We“, „us“).

Within the Iden Group, we are responsible for the administration of customer accounts and customer cards.

You can contact our data protection officer, Mr. Thorsten Feldmann, via JBB Data Consult GmbH, Thorsten Feldmann, Christinenstrasse 18/19, 10119 Berlin, Germany, feldmann@jbbdataconsult.de.

II. What are „personal data“?

„Personal data“ means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

III. The personal data we process

1. If you wish to register as a new customer with us, we will ask you to provide us with certain information, which may include personal data. This may include, but is not limited to, your name, address, industry, VAT reg. number, your telephone number, email address, the name of the owner and/or managing director of the company (if relevant), business registration or a suitable proof of business as well as your date of birth.

The registration cannot be completed without the data marked as mandatory in the account application form.

We use this data to manage your customer account; we use the information about your business to verify that you are a commercial customer.

2. When you give us your consent in the account application to send you information about special promotions and offers by fax and/or email, we store the information that you have given us the relevant consent in addition to your fax numbers or e-mail address.

3. When you set up your customer account, we assign you a customer number, which is linked to your customer account and which we can use to identify you.

4. When you make a purchase in one of the Iden Group's locations, we store the respective invoice with the information it contains about your purchase and link this information to your customer account.

5. If you would like to participate in customer surveys, you can do so in principle without providing us with your personal data.

Nevertheless, you have the option to enter your customer number.

If you do this, we will process the customer number as personal information to process the information you provide in the survey (for example, contact information, verification of your details and response to your concerns, etc.).

IV. For what purposes, on what legal basis and how long do we process personal data?

1. We process personal information in order to set up and manage your customer account in order to fulfil our contractual obligations to you (e.g. delivery of goods, handling of complaints) and to contact you, as necessary (Art. 6 (1) (b) GDPR).

We use the information about your company to verify whether you are actually a business customer.

This check is necessary because our products and services are only intended for business customers.

In addition, we are obliged to store certain data due to our statutory retention obligations under Article 147 of the German Tax Code (AO) and Article 257 of the German Commercial Code (HGB).

The legal basis for processing for this purpose is Article 6 (1) (c) GDPR.

2. Where we or another company belonging to the Iden Group are required to provide you with advance performance, we may use your personal data to obtain credit information from credit reference agencies.

This purpose also represents our legitimate interest, which is our legal basis for processing your data (Article 6 (1) (b)).

3. Unless you have objected to this, we may use your contact information for postal advertising purposes.

Advertising constitutes a legitimate interest, which is our legal basis for processing your data (Article 6 (1) (b) GDPR).

4. If you have given us consent to send you promotional materials by fax and / or by email, we will use your contact information to provide you with information on promotions and current offers of the Iden Group.

In these cases, the use of the relevant data is based on your consent (Article 6 (1) (a) GDPR).

5. We retain the user data associated with your customer account for the duration of the customer account relationship.

Furthermore, we retain personal data as long as we need it to process your query (if you communicate with us) and to provide you with the results to assist you as our customer and to meet our obligations under the concluded contracts and assert or enforce all claims arising from such contracts.

If you have given us your consent, for example, to receive our newsletter, we will store your data until you withdraw your consent.

In addition, we are required to retain personal data contained in invoices and contracts or

business letters and other documents relevant to taxation for 10 or 7 years from the end of the year in order to comply with our statutory retention requirement.

V. Recipients of personal data

1. We may transfer personal data to third parties, where necessary to assert or enforce claims of companies belonging to the Iden Group if and to the extent that you have given your consent or where we are required to do so by law or in accordance with a court or administrative order.

2. In the event that credit information is solicited (see Section IV.2), we provide the necessary data to the relevant credit reference agencies.

VI. Your rights

1. You have the right to obtain from us confirmation as to whether or not personal data concerning you are being processed.

If this is the case, you have the right to obtain information about the personal data concerning you and, among other things, information about the purposes of processing, the categories of personal data to be processed, and the recipients or categories of recipients to whom the personal data has been or will be disclosed.

2. In addition, you have the right without undue delay to rectification of inaccurate personal data concerning you and to have incomplete personal data completed.

3. If you have given us your consent to process personal data, you can withdraw this consent at any time by making the relevant declaration, e.g. by letter, email or telephone.

You can unsubscribe from our email newsletter by clicking on the relevant link in our newsletter. The withdrawal of consent does not affect the lawfulness of processing based on consent before its withdrawal.

4. You have the right to have your personal data erased without undue delay where the personal data are no longer necessary in relation to the purposes for which they are collected or otherwise processed, where you have withdrawn your consent and there is no other legal ground for processing, or if you object to the processing of personal data concerning you, where we have processed your personal data unlawfully, when the erasure is necessary to fulfil a legal obligation and/or if there is another legal reason.

In addition, you have the right to obtain from us restriction of processing, if you contest the accuracy of the personal data, the processing is unlawful and you oppose the erasure of the personal data and we no longer need the personal data, but you require the data for establishment, exercise or defence of legal claims or if you have objected to processing pending the verification whether our legitimate grounds override yours.

5. You have the right to receive the personal data concerning you, which you have provided to us, in a structured, commonly used and machine-readable format and have the right to transmit those data to another controller without any hindrance from us, where the processing is based on your consent or on a contract and the processing is carried out by automated means.

6. You have the right to object, on grounds relating to your particular situation, at any time to processing of personal data concerning you.

We will then only continue to process your data if we can demonstrate compelling reasons for the processing worth protecting, which prevail over your interests, rights and freedoms, or if the processing serves to enforce, exercise or defend legal claims.

Where personal data are processed for direct marketing purposes, you have the right to object to such processing at any time.

7. In addition, you have the right to lodge a complaint with a supervisory authority, in particular in the Member State of your habitual residence, place of work or place of the alleged infringement if you consider that the processing of personal data relating to you infringes applicable law.

VII. Your obligation to provide data

You are under no obligation to provide us with your personal data. However, if you do not provide us with the data that is marked as mandatory, we will not be in a position to conclude the contract with you.

Moreover, if you do not provide us with the data, this may have different consequences, for example, it may hinder us to reach you through a particular communications channel.

VIII. Automated decision-making

We do not use automated decision-making, which produces legal effects concerning you or similarly significantly affects you.

Stand: 06/2018