

General Terms and Conditions (GTC)

Triple Nine Travel GmbH

Status: 05 January 2026

§1 Scope of Application

- (1) These General Terms and Conditions apply to all business relationships between Triple Nine Travel GmbH, Berlin, Germany (hereinafter referred to as the “Seller”) and its business customers (hereinafter referred to as the “Customer”).
- (2) These GTC apply exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB) and to legal entities under public law.
- (3) Deviating, conflicting or supplementary terms and conditions of the Customer shall not become part of the contract unless expressly agreed in writing by the Seller.

§2 Conclusion of Contract

- (1) Offers made by the Seller are subject to change and non-binding unless expressly designated as binding.
- (2) A contract shall only be concluded upon written order confirmation by the Seller or upon delivery of the goods.
- (3) Side agreements, amendments or supplements require written form.

§3 Prices and Payment Terms

- (1) All prices are net prices plus statutory value added tax as well as any shipping, packaging or ancillary costs.
- (2) Unless otherwise agreed, invoices are payable within fourteen (14) days net from the invoice date.
- (3) In the event of default in payment, statutory default interest pursuant to Section 288 (2) BGB shall apply.
- (4) If there are justified doubts regarding the Customer’s solvency, the Seller is entitled to make deliveries only against advance payment or provision of security.

§4 Delivery, Shipping and Transfer of Risk

- (1) Delivery dates are non-binding unless expressly confirmed in writing as binding.
- (2) Delivery shall be made EXW Seller’s warehouse (Incoterms® 2020), unless otherwise agreed.
- (3) The risk of accidental loss or deterioration of the goods shall pass to the Customer upon handover to the carrier.
- (4) Partial deliveries are permissible insofar as they are reasonable for the Customer.

§5 Retention of Title

- (1) The delivered goods shall remain the property of the Seller until full settlement of all claims arising from the business relationship.
- (2) The Customer is entitled to resell the goods in the ordinary course of business.
- (3) Claims arising from resale are hereby assigned to the Seller by way of security.

§6 Special Conditions for Food Products

- (1) Food products are subject to applicable food law regulations, in particular minimum shelf life requirements.
- (2) The Customer undertakes to distribute food products exclusively within the minimum shelf life and in compliance with all applicable legal regulations.
- (3) Customary or production-related deviations in taste, color, packaging or composition shall not constitute a defect.
- (4) Returns of food products are excluded unless a proven quality defect exists.
- (5) The Customer is responsible for compliance with local import, customs, labeling and storage regulations outside Germany.

§7 Special Conditions for Drugstore Products

- (1) Drugstore products within the meaning of these GTC include in particular personal care, hygiene, cosmetic and comparable products.
- (2) The Seller warrants that drugstore products comply with applicable European Union regulations at the time of transfer of risk.
- (3) The Customer is responsible for compliance with local market, import, labeling and distribution regulations as well as proper storage, presentation and sale of the products.
- (4) Customary or production-related deviations in color, smell, consistency or packaging shall not constitute a defect.
- (5) Returns of drugstore products are excluded unless a proven product defect exists.

§8 Special Conditions for Non-Food Products

- (1) Deviations in design, color, material or packaging are permissible insofar as they are customary in the trade or production-related.
- (2) Custom-made products, customer-specific items, promotional and promotional goods are excluded from exchange.
- (3) Technical changes, product developments or assortment adjustments remain reserved.

§9 Warranty

- (1) The Customer shall inspect the goods immediately upon receipt and notify the Seller in writing of any obvious defects within seven (7) calendar days.
- (2) In the event of a justified notice of defects, the Seller shall, at its discretion, provide subsequent performance by repair or replacement delivery.
- (3) Further warranty claims are excluded to the extent permitted by law.

§10 Liability

- (1) The Seller shall be liable without limitation in cases of intent and gross negligence.
- (2) In cases of simple negligence, the Seller shall only be liable for breaches of essential contractual obligations and limited to foreseeable, typical damages.
- (3) Liability for lost profits, indirect damages or consequential damages is excluded to the extent permitted by law.

§11 Factoring / Assignment of Receivables

- (1) The Seller is entitled to assign receivables arising from the business relationship to third parties, in particular factoring institutions.

(2) The Customer agrees to such assignment and undertakes to make payments exclusively to the designated payee.

(3) The assignment shall not affect the Seller's responsibility for delivery and performance.

§12 Returns

(1) Returns require the Seller's prior written consent.

(2) The Customer shall bear the costs of approved returns unless otherwise agreed.

(3) Unauthorized returns will not be accepted.

§13 Confidentiality

All commercial, technical or strategic information obtained in the course of the business relationship shall be treated as confidential and shall not be disclosed to third parties.

§14 Governing Law and Jurisdiction

(1) These GTC shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) Place of jurisdiction shall be Berlin, Germany, insofar as the Customer is a merchant.

§15 Severability Clause

If individual provisions of these GTC are or become invalid, the validity of the remaining provisions shall remain unaffected.