

## Delivery and Payment Terms International valid starting January 1, 2025

### 1. General Provisions, Jurisdiction, Offers

**1.1** All supplies and services shall be subject to these terms and any other special contractual agreements made. Acceptance of an order does not confirm purchase terms set forth by the customer as contract terms unless expressly accepted by us in writing. These terms apply in cases in which we make an unconditional delivery although we are aware of conflicting or diverging terms. Our General Delivery and Payment Terms apply to all future business relationships with the customer.

**1.2** A minimum annual net purchase volume (January 1 to December 31) of 7,000.00 Euro with the products of the "Märklin", "Trix" and "LGB" brands is required for direct delivery from the factory. For customers, who do not reach this purchase volume, we reserve the right to terminate the business relationship within a period of 3 months.

**1.3** These general delivery and payment terms apply only to legal relations with firms.

**1.4** Our offers are subject to change unless otherwise agreed. Backorder reports shall not be deemed to be confirmation of an order.

**1.5** We reserve the right to supply the customer with goods having acceptable differences in construction and form compared to those originally owed. Acceptable here means in particular such differences, which are to the benefit of the customer, which are minimal, which do not prejudice the objective interests of the customer, or which are necessary from a technical or legal point of view.

**1.6** We retain ownership and copyright to quotes, images, calculations, and similar information, whether in tangible or intangible form – also in electronic form – they may be made accessible to third parties only with our prior written permission. They are to be returned to us immediately at our request if the order is not placed.

### 2. Prices and Payment

**2.1** Our prices are in Euros without value-added tax. Packaging costs are included in the prices.

**2.2** The current shipping conditions and costs are listed in the business terms agreement. The customer bears the shipping costs for items, which we have received for repair or which we have taken back from the customer in credit without legal obligation.

**2.3** We reserve the right to deal with orders on a case-to-case basis for orders accepted for delivery on open account.

**2.4** We reserve the right to request payment of the list price in effect on the day of delivery instead of the price originally in effect. If there should be a price increase between the date of order and the date of supply as agreed upon, the customer can cancel the agreement. Such cancellations are invalid if not made immediately after the customer is informed of the change in price or if we express our willingness to make delivery without the price increase.

**2.5** Payment of the purchase price is due on the deadlines referred to in the current terms, about which the customer has already been informed, unless otherwise stipulated in the order confirmation or order form.

**2.6** If payment is made based on a central settlement agreement by a third party, only the payment dates and discount amounts stated in the central settlement agreement will apply. The dealer will not be released from his liabilities, and the agreed retention of ownership in our favor according to the provisions under Section 5. will not end until the third party has performed for us according to the provisions of the central settlement agreement.

**2.7** If payment is not received from the dealer within the stated payment due date, interest in the amount of our bank credit costs will be charged starting from the due date. There will be no prior notice that this action is being taken.

**2.8** Legal provisions shall apply with regard to the beginning of default and interest to be paid for default.

**2.9** A request may be made for payment in advance or for the provision of security in advance for the following reasons. If the financial situation or solvency of a customer should deteriorate substantially after the conclusion of an agreement,

if we should become aware of a previous deterioration, or if the customer does not fulfill his obligations to pay us, in particular when a check or bill of exchange is not honored or when in the case of a direct debit procedure an amount legally collected by us is cancelled.

**2.10** We reserve the right to cancel a contract for services not yet provided if neither the prepayment nor securities agreed upon are not made available within a appropriate period set by us. Our rights according to § 321 BGB (Uncertainty Defense) remain unaffected.

**2.11** The first orders of new customers must be paid for in advance, unless otherwise agreed.

**2.12** Bills of exchange and checks are only accepted if a specific agreement to this end has been made. They must be payable at a banking center and must be accepted for payment only. We are not obliged to accept any such bills of exchange or checks. Any discount or other costs shall be borne by the customer and must be paid for immediately when the bill of exchange is issued. Any collection charges or foreign exchange and interest losses will be charged to the customer and must be paid by the customer immediately.

**2.13** The customer shall only have the right to withhold payment or to offset payment with other claims, if such claims are uncontested, are legally binding, or have been recognized by us.

**2.14** Should the customer return goods free of defects for credit to his account, we reserve the right to claim from the customer an adequate processing fee to cover our expenses.

### 3. Delivery Terms

**3.1** The deadline for delivery is set forth by an agreement between the contracting parties.

**3.2** The date of fulfillment is the date on which the goods leave the factory or on which they are made available to the customer. The deadline is thus met if the goods for delivery have left the factory by the end of the day in question or if they have been reported as ready for shipment.

**3.3** For a deadline to be met, it is necessary that all commercial and technical questions between the parties have been clarified in advance and that the customer fulfills all his obligations, e.g. provision of requisite documents or any advance payment already agreed. If such problems have not been clarified and such obligations not have been fulfilled, the delivery date may be postponed accordingly. This does not apply however, if we are the party responsible for the delay.

**3.4** The deadline for delivery can only be met if our suppliers have delivered requisite goods to us properly and on time. In such a case, we are then responsible for the delay.

**3.5** If the deadline for delivery is not met due to an Act of God, a labor dispute, or other such occurrences above and beyond our control, the delivery date may be postponed accordingly. We will inform our customers as soon as possible regarding the beginning and end of any such conditions.

**3.6** Any legal rights of rescission by the customer shall not be affected thereby.

**3.7** Partial deliveries are permissible unless they are objectively superfluous for the customer in question.

**3.8** Goods not sold by the customer may only be returned for credit to his account if we have agreed to this in advance and in writing.

### 4. Transfer of Risk and Acceptance (of Goods)

**4.1** The risk of accidental loss or accidental damage to goods for delivery shall transfer to the customer at the moment in which the goods in question have left the factory. This will apply even if a partial deliveries are involved or if we have committed ourselves to providing other services such as meeting shipping costs, delivering directly to the customer and installing the goods in question.

**4.2** If the customer requests a delay in delivery or if he violates other obligations to cooperate, then the risk of accidental loss or accidental damage to goods for delivery shall in this case transfer to the customer at the moment in time in which the customer requests a delay in delivery or otherwise violates obligations to cooperate.

**4.3** If a shipment arrives in damaged condition, then the customer has to have the carrier

immediately assess the damage in order to support his (the customer) claims.

### 5. Ownership Provision

**5.1** We retain ownership of the goods for delivery until complete payment for these goods has been made. In addition, the items delivered remain our property until all current and/or future claims from the existing business relationship have been settled (including the payment of all subsidiary claims, compensation for damages or other forms of compensation for whatever legal reason) and until all bills of exchange and checks provided have been honored. The ownership provision remains in force even if individual claims are included in a current invoice, and accounts are cast and accepted. The ownership provision cannot re-enter into force once all claims from the existing business transaction have been met.

**5.2** The customer is obliged to keep conditionally supplied goods for us for free and to handle them with due care. We are entitled to insure the goods against theft, breakage, fire, water and other damage at the customer's expense if the customer himself has not given proof that he has insured them accordingly. The customer shall then relinquish his claims with regard to the above-mentioned types of damage for compensation against the insurance company or against other obligated parties to us to the level of the final invoice (including value added tax). We accept the assignment.

**5.3** The customer may sell the goods delivered to him as part of his normal commercial activities. He may not, however, charge them, in particular pawn them, or assign them by way of security to a third party without advanced written permission from us. Should the merchant, with our permission, sell the conditionally supplied goods, he thus relinquishes to us all claims to the goods to the level of the final invoice (including value added tax) in addition to all auxiliary rights needed to ensure all of our claims. As long as he is paying his bills on time, the customer has the right to recover any assigned claims. Permission given to the customer to sell conditionally supplied goods as part of his normal commercial activities is considered null and void when revoked by us as a result of a sustained deterioration in the customer's financial situation, however no later than the date on which he ceases payments or on which insolvency proceedings with respect to his assets are applied for or initiated. Direct debit authorization expires when revoked, no later than the date on which the customer is behind payment or when his financial situation has deteriorated substantially. In such a case, we are entitled to inform the taker of the assignment and to press claims ourselves. The customer is required to notify us immediately of any seizures, confiscations or other such actions taken by third parties.

**5.4** Should the customer act in violation of the contract, in particular if he is in default of payment, we are entitled to renounce the contract and to reclaim the goods delivered.

**5.5** An application made to initiate insolvency proceeding against the assets of the customer give us the right to renounce the contract and demand the immediate return of the goods delivered. This also applies if the financial situation of the customer has substantially deteriorated or if a substantial deterioration has become apparent, and the customer has not offered the securities foreseen under paragraph 2.7.

**5.6** We are entitled to make use of the conditionally supplied goods once they have been returned to us. Proceeds from any usage made thereof are to go to meeting the customer's liabilities, minus appropriate costs.

**5.7** At the request of the customer, we commit ourselves to release securities given to us once the acquirable value of our securities has surpassed the securities claims by more than 10%; we reserve the right to choose which security to release.

### 6. Claims for Poor Performance

Should the objects sold evince defects, the customer has the following rights, excluding any further claims but subject to Section 7:

**6.1** The rights of the customer with regard to services not meeting contractual requirements presuppose that he has fulfilled his duties to

investigate and lodge a complaint pursuant to §377 of the German commercial code HGB.

**6.2** Should goods that have been delivered evince defects, we are entitled to choose between subsequently fulfilling our delivery obligations by overcoming the defects in question or furnishing other goods as a replacement. We remain the owners of any replacement parts. We shall meet the costs of any expenditure needed to subsequently fulfil our delivery obligations. Should the type of subsequent fulfillment chosen by us prove to be impossible or to be possible only with unusually high costs, we are entitled to refuse to carry out this type of solution. In such a case, the customer is entitled to demand that the other type of solution be carried out. Should this also prove impossible or possible only with unusually high costs, the customer loses his right to demand that our obligations be fulfilled.

**6.3** Should the goods that have been delivered evince defects, the customer has the right to renounce the contract within the framework of legal provisions if the deadline we have set - taking into account legal exceptions - for fulfilling our obligations has passed without result for material reasons, if the type of solution requested by the buyer has failed or if it is impossible for us to carry it out. Should the defect prove to be insubstantial, the customer shall only have recourse to a reduction in the prices stipulated in the contract in question.

**6.4** Liability for the supply of replacement parts and for subsequent repairs shall be the same as for the original goods delivered, but is limited in time to the end of the period of limitation set for defects in the original goods delivered. The period of responsibility for defects in goods delivered shall be extended by the period that we claim to examine and overcome the defects in question.

**6.5** The persons charged by us with examining defects are not authorized to officially recognize any defects that may be to our detriment unless we have expressly issued a written statement to the contrary.

## 7. Liability

**7.1** We only accept liability - for whatever legal reason - for damages not occurring to the goods delivered as follows:

- In the case of intent or gross negligence, or
- In the case of culpable damage to life, body or health, or
- In the case of defects we have fraudulently concealed, or
- In the case of guarantee concerning the quality and durability of the goods has been given, this guarantee shall be limited to the scope of validity thereof, or
- In the case of defects in the goods delivered, to the extent foreseen in the Product Liability Law for Injury to Persons or Damage to Property, when relating to goods used privately.

We also accept liability for ordinary negligence for culpable infringements of major contractual obligations, though only those, which are typical for the type of contract and which are reasonably predictable at the time the contract is signed.

No other claims for damage beyond this will be recognized, in particular claims for damage to the property of the customer.

**7.2** Instead of receiving compensation for damage, the customer may, within the framework of any claim for damages pursuant to paragraph 7.1, claim compensation for expenditures he has made in good faith and has reasonably been allowed to make in order to receive the goods or services in question, unless the objective thereof could not have been attained without a breach of duty on the part of the debtor.

**7.3** Should we be excluded from or limited in liability, this exclusion or limitation will also apply to the personal liability for our staff members, workers, employees, representatives and assistants.

**7.4** We use items for export to the USA in a special technical design that are not intended for distribution outside of the USA. Note that many items delivered to you currently and in the future are not intended for distribution and use in the USA due to different legal requirements. They must be specially certified and possibly adapted in

individual cases. We assume no liability for any exports to the USA done without such certification. Contact us if you desire such certification and in view of the additional costs for this certification.

## 8. Customer's Right of Recourse

**8.1** The statutory provisions - with the following restrictions - shall apply with regard to any reimbursement claim of the customer in accordance with § 478, paragraph 2, of the German Civil Code (BGB) and the suspension of the limitation period of any claims made for defects.

**8.2** The right of recourse due to claims for compensation for damages is hereby excluded in accordance with § 478, paragraph 4, clause 2 of the German Civil Code (BGB), with the exception of the cases specified under section VII.

**8.3** The right of recourse or any claims made for defects in accordance with § 479, paragraph 2, of the German Civil Code BGB - claims for which the period of limitation has been limited - presuppose that the customer has, pursuant to §377, paragraph 3, of the German commercial code HGB, informed us without delay as soon as the end user of the goods in question has made claims against him.

**8.4** The customer only has a right to recourse for expenses incurred by him with regard to the subsequent fulfillment of our delivery obligation if he has previously given us an opportunity to fulfil such obligations, and if the end user has raised no objections in this connection. Should the customer not have given us such an opportunity, he may only make claims for expenditures to the level of the costs we would have incurred in subsequently fulfilling our delivery obligations.

**8.5** The reimbursement claim in accordance with § 478, paragraph 2 of the German Commercial Code (BGB) and any claims made for defects which could no longer have been asserted without the suspension of the period of limitation in accordance with § 479, paragraph 2 of the German Civil Code (BGB) are hereby excluded, insofar as we concluded a corresponding insurance in favor of the customer at our own expense.

## 9. Limitation Period

**9.1** The period of limitation with regard to claims for defects in the contract goods is normally one year from the legal beginning thereof, subject to paragraph 9.2. This also applies to subsequent defects.

**9.2** A suspension of the period of limitation in accordance with § 479, paragraph 2 of the German Civil Code (BGB) shall not be affected. Any possible suspension of the period of limitation due to ongoing negotiations shall be deemed to be concluded in any case if we declared such negotiations to be concluded in writing to the customer.

**9.3** The legal period of limitation shall apply for claims made for damages arising from gross negligence or an intentional infringement of obligations, or for damage to health, body, or life within the scope of the Product Liability Law, or for damage arising from fraudulence, or for damages that have arisen despite a guarantee given to the contrary. The same applies to claims for compensation due to any unlawful acts.

## 10. Consent Requirement

The customer may only do the following with consent in writing in advance from us:

- Make technical or visual alterations to Märklin, Trix, and LGB items, or sell altered Märklin, Trix and LGB items;
- Sell Märklin, Trix, and LGB items outside the customer's permanent salesrooms;
- Supply Märklin, Trix, and LGB items to resellers; except for those items delivered by Märklin to the latter
- Buy or exchange Märklin, Trix, and LGB items form or with resellers; except for those items delivered by Märklin to the latter
- Export Märklin, Trix, and LGB articles to resellers outside the EU, except for those items delivered by Märklin to the latter

## 11. Termination of the Business Relationship

In the event of termination of the business relationship, we are entitled to take back goods delivered by us at the purchase price, either in whole or in part. If the termination of the business relationship is due to reasons put forth by the customer, the customer will bear costs arising from

the return (such as auditing, review, repair, cleaning and freshening up, repackaging, etc.). If we do not make use of this right within a week of the termination of the business relationship, the customer is then entitled to sell the goods.

## 12. Applicable Law, Legal Venue

**12.1** The court of law in the area in which our company headquarters is situated (the District Court of Göppingen or the Regional Superior Court of Ulm) shall serve as the legal venue for all disputes between us and our customers, and for disputes concerning supply contracts, if the customer in question is a merchant, a legal entity under public law or public separate property. However, we are also entitled to sue a customer in his normal legal venue. The legal venue provision also applies to the personally liable partners of customers, which are business corporations. The legal venue provision also applies to legal proceedings relating to official documents, bills of exchange, and checks.

**12.2** The place of performance of the legal venue is Göppingen unless otherwise agreed.

**12.3** Relations between our customers and us are subject only to the legislation of the Federal Republic of Germany. Explicitly excluded are the provisions of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 and other such international regulations.

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# Delivery criteria for beginner's ranges

January 2025

**märklin**  
**TRIX**



The Märklin, Trix and LGB beginner's ranges are adapted to the special needs and requirements of the target groups of children and beginners in their conception and composition, their packaging design and their technical design. In addition to the legal requirements, e.g. for children's safety, the products fulfil further strict quality requirements.

All items in the beginner's range are characterised by easy handling, are uncomplicated to use and are self-explanatory. The special packaging design means that time-consuming advice from sales staff is not necessary. Intuitive operating and set up concepts make it possible for children and beginners to put the items into operation and to easily restore the function of the models in the event of simple faults.

This business relationship is based on the **Märklin delivery and payment terms** as well as the following **delivery criteria**:

1. the beginner's ranges are offered in shops that generally stock a range of toys or articles of a gift or leisure / hobby nature. Distribution takes place without the involvement of an intermediary.
2. the retail partner shall adhere to the customary local opening hours for shops. Supplementary online or mail order sales can support the stationary business, but must not be the sole form of distribution.
3. the retail partner shall ensure that the products in the beginner's ranges are offered and presented in a brand-appropriate form throughout the year or seasonally. All items in the beginner's ranges will be procured for the customer immediately if they are temporarily out of stock.
4. the customer receives free advice from the retail partner on request. The retail partner shall provide this advice in the usual and customary manner.
5. in the event of a warranty or service claim, it is ensured that the customer is guaranteed rapid assistance appropriate to the brand.
6. the retail partner ensures that goods are presented in shop windows, display cases, catalogues or electronic media in a manner appropriate to the brand.
7. The initial order should amount to at least 1,000 Euros net. Alternatively, initial equipment with a harmonised product range selection, e.g. in form of a sales display, is possible.
8. the minimum turnover with the items of the beginner's range is 2,000 Euros net. If the retail partner falls below the minimum turnover in a calendar year, Märklin is entitled to terminate this contract with a notice period of 6 months to the end of the quarter.
9. invoices will be sent by email. The following e-mail address is stored at Märklin for this purpose; the trading partner must guarantee the smooth receipt of the e-mail:

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Please enter the email address for the receipt of invoices **clearly legible** here

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**Company**

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(customer no.)

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**City, Date**

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**Stamp and signature of the trading partner**