

## **General Terms and Conditions**

These General Terms and Conditions shall apply for all business relations between the company AMViS Vitalii Kaplunenکو, Emil-Krag-Str. 26, 65205 Wiesbaden-Erbenheim, Federal Republic of Germany, (hereinafter "Supplier") and its trading partners (hereinafter "Customer").

### **1. Initial Provisions**

1.1 These General Terms and Conditions are an integral part of all the purchase agreements or invoices, issued by the Supplier, arising on the basis of confirmed orders, with the exception when the Customer is a consumer within the meaning of Section 13 of the German Civil Code (BGB).

1.2 By submitting a binding order, the Customer confirms, that he is familiar with these General Terms and Conditions and agrees with them. Before sending an order the Customer is sufficiently informed of the possibility to familiarize themselves with these General Terms and Conditions and Claim Regulations.

1.3 All technical details contained in the Supplier's catalogues, data sheets, drawings and other sales documentations are made according to the best Supplier's knowledge and diligence. However, they are subject to modification in view of product improvement and the Supplier reserves the right to modify any such technical details even after an order confirmation has been issued, provided that prices, functionality and delivery periods remain unaffected.

### **2. Content of the Contract**

2.1 For the content and scope of deliveries and services, the order confirmation of Supplier shall be binding and shall supersede any other contract documents. Remote data transmission, electronically (E-Mail, etc.) transmitted offers, order confirmations and other contract documents are legally binding without a signature.

2.2 The list of products is listed at the Supplier's website <http://amvis.de> and catalogue.

2.3. Photos of the products serves for the illustrative purposes only and may not exactly correspond to the reality (color, surface).

2.4 Orders can be made by e-mail, by post or by telephone.

2.5 Actual product availability will always be confirmed on the basis of a Sales Offer.

### **3. Prices**

3.1 Prices are quoted in EURO currency, Ex-Works Supplier's warehouse in Wiesbaden (INCOTERMS 2010), and exclude freight, packaging and the respective VAT.

### **4. Delivery**

4.1 Any delivery date indicated by the Supplier shall be an approximation only and time for delivery shall not be of the essence unless explicitly agreed upon between the parties in writing.

4.2. Any extension of specified delivery date will be immediately announced to the Customer with the information about the substitute delivery date. If the Customer does not agree with the changes, he has the right to withdraw from the contract or he may be offered a replaceable product comparable to the original one.

### **5. Transportation**

5.1 If not expressed otherwise agreed upon in writing between the parties, all goods shall be delivered EXW Supplier's warehouse in Wiesbaden (Incoterms 2010) at the time when the Supplier notifies the Customer that the goods are ready for collection.

5.2. The Supplier reserves the right of partial deliveries and partial invoicing.

5.3. Delivery costs are covered by the Customer (including the delivery costs in case of the exchange of the goods within the warranty period).

## **6. Payment Terms**

6.1 Payment for the goods must be credited to the Supplier's bank account prior to dispatch (unless agreed otherwise).

## **7. Complaints and Warranty**

7.1 The warranty period shall be 24 months. The warranty begins at the day of the receipt of the goods by the Customer.

7.2 The warranty covers all manufacturing defects originating during the warranty period.

7.3. When purchasing, the Customer obtains the proof of purchase (delivery note and invoice). These documents contains the following details: purchasing date, the kind and type of product and purchase price. These documents must be kept for any claim.

7.4 The warranty does not cover ordinary wear and tear caused by its customary use and:

7.4.1 Any defects resulting from improper installation, service or adjustment of the product.

7.4.2 Any defects caused by improper handling, inadequate treatment or failure to use and maintain according to the instructions.

7.4.3 Any defects caused by mechanical damage, by natural disasters, weather conditions or mishandling.

7.4.4 Any damage caused during the transport in the case of transport by the Customer. In the case of transport by an external transporter it is necessary to check for any obvious defects and damage on delivery. Any damage must be reported immediately to the transporter and noted in the accompanying carrier's delivery form.

7.4.5 The defects that arise due to natural material changes.

7.5 If the way of settlement of a claim is the exchange of the goods, the warranty period starts again from the day of receiving the new product.

7.6 The cost of dismantling the claimed goods and other related costs shall be covered by the Customer.

7.7 The Supplier is not responsible for any direct nor indirect damages resulting from the operation of the goods and their functional properties. Furthermore they are not liable for damages caused by improper use, external influences and wrong manipulation.

## **8. Privacy**

8.1 The Customer hereby agrees that the information provided by him in the contract will be collected, processed, saved and used by the Supplier for purposes of accounting, credit assessment and customer records. The data is used by the Supplier to ensure compliance with statutory provisions, for the processing of payment transactions and for advertising purposes.

8.2 The Customer has the right to free information over his stored personal data as well as the access, correction or deletion of inaccurate or illegally stored data.

8.3 The consent to storage and processing of personal data or to receive commercial information can be canceled at any time by the Customer by sending an e-mail to: [info@amvis.de](mailto:info@amvis.de) or announcing by telephone.

## **9. Venue and applicable law**

The exclusive place of jurisdiction for all disputes arising from the contract - including any with regard to its existence or non-existence - shall be held at the competent court at the place of Supplier's headquarters, the District Court of Wiesbaden city, Federal Republic of Germany. The application of the UN Sales Convention is excluded.

Wiesbaden, 01.09.2018