

Nicola Bernard



-services for foreign trade affairs-

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GENERAL TERMS AND CONDITIONS

I. Obligations of the customer / business partner

- the customer / business partner is committed to provide complete and true information which are essential and generally relevant on the intended / current business (import or export) buying or selling intentions for later import or export procedures (document creation, payment processing, freight business, etc.) based on foreign trade law and to agree with check on its own initiative in terms of export controls on dual-use goods by the service bureau.

- He is committed to the further disclosure of the entire scope and duration of these operations (this is significantly requested later for possibly simplified / special customs procedures).

- He also undertakes to ensure compliance with Regulation (EC) No 2580/2001, 881/2002 and 753/2011 business partners and personnel to check on the basis of EU anti-terrorism lists according to this description. For this he is may use following German link:

http://www.ausfuhrkontrolle.info/ausfuhrkontrolle/de/arbeitshilfen/merkblaetter/merkblatt_ebt.pdf

-The customer / business partner agrees to place the needed documents into trustworthy hands of the service office of Nicola Bernard.

-he is also willing to comply immediately with the requirements of the company Nicola Bernard and gives in case of placing an order the following safety statement:

that:

Goods transported produced on behalf of Authorized Economic Operators (AEO), stored, delivered to them or taken from them, produced in secure business premises and secure loading places, stored, treated or processed and shipped during the production, storage, working or processing, loading and transport are protected against unauthorized access and the material used for production, storage, treatment or processing, loading and transport of these goods is reliable personnel. Business partners who are acting on our behalf are informed that they also need to take measures to secure the above supply chain.

(This is for your own benefit, the avoidance of foreseeable or unforeseeable consequences, delays, barriers to tariff, penalties that can be caused by expiration, time limits under Foreign Trade Law, LC rules, bill of lading contents etc.)

Based on the services sector, Invoices from the company Nicola Bernard are payable immediately without deduction.

II. Obligations of the Company Nicola Bernard

-the company Bernard Nicola undertakes its assigned tasks to the best of its knowledge and belief while protecting the interests of the customer and with due care of a responsible businessman carry out details, refer to your individual consulting and service contract.

-it also agrees to use through training and practice skills acquired capabilities fully in the service of its customer.

III. Responsibility and limitations of liability

-The Company Nicola Bernard is not liable for damage caused before the start of the request by the customer malpractice or its agents.

-This also applies to all damages caused by non-compliance with the contract or breach of treaty obligations of the customer or its authorized representative.

-For damages which were evidently caused by negligence (§ 276.278 Civil Code) of the Company Nicola Bernard this adheres to a maximum amount of 50,000.00 EUR per claim, but not liable for further compensation claims such as loss of income, sales losses, loss of production or standstill, but only for direct financial losses. This does not apply to damage within the meaning of § 139 of the Civil Code (human body), so in case of injury to body, life and health.

- Claims that have not been noted within six months after knowledge of the occurrence of the damage in writing to the company Nicola Bernard forfeited no later than one year.

IV. Place of jurisdiction and fulfillment

In the case of the inevitable legal disputes applies to both parties:

Place of performance: Friedberg
place of Jurisdiction: Augsburg

Friedberg, the 09/11/98 (Euro Conversion / 31.12.2001)
(brought into line with the reformed law of obligations 1.1.2002)
(AEO certification from 8/27/09 number DE101102)