



## Shipment Conditions for the Shipment Service

§ 1. Med & IT Trading GmbH (hereafter „MIT“) sells in general ex warehouse or location of good. On demand of the buyer (ordering person) MIT will arrange the shipment of the purchased goods to the location the buyer will forward. The costs for this service are invoiced to the buyer.

§ 2. As far as nothing else has been agreed on, for all goods sold by MIT the payment has to be done prior to pick up of the goods at MIT warehouse or location of goods; either via bank transaction or cash.

§ 3. The buyer shall place the order for the shipment service in writing. The order for shipment service is also agreed on if the buyer does not claim the shipment service fee on the order confirmation or invoice within three working days in writing (e.g. via E-mail) .

§ 4. In case of shipment service order MIT independently decides which transport company will carry out the shipment. Under consideration of time and quality aspects MIT is constantly keen on choosing the most convenient carrier. Should the actual costs for shipment exceed from the price agreed on with the buyer MIT will take over the difference.

§ 5. MIT makes sure that the purchased goods are packed accurately in order to avoid damages while shipment. There are no further costs to the buyer for packaging material, etc. as the below mentioned shipment costs; apart costs for clearing formalities and liked efforts. Service fee will be negotiated separately.

### § 6. Liability

- The moment of transfer of perils is for the shipment service as well as for the sale ex warehouse (location) the moment of transfer of the sold goods to the transport company.
- MIT is only for damages liable if MIT is responsible for gross negligence in terms of an inadequate packaging which resulted in damages to the shipped goods. The inadequate packaging has to be proven to MIT.
- MIT is not liable for wrong or non delivery of the shipped goods. MIT is liable for wrong or non delivery if MIT did not use the delivery address on the shipment documents the buyer has provided.
- MIT is not liable for any delivery delays caused by the transport company. If the buyer does not accept the consignment he has to take over all occurring costs of the transport company. The buyer has to pay the transport company when consignment is delivered.

§ 7. The buyer is liable to inspect all consignments on arrival in order to determine any transport damages to the packaging and/or packaged good. For any determined transport damages the buyer has to get an acknowledgement of the person delivering the good (on delivery paper of Transport Company). Any claim for transport damages that has not been acknowledged on arrival by the transport company (or an employee of them) will not be accepted and the buyer takes the whole risks and all costs.

§ 8. Due to availability we are eligible to do partial shipments.

### § 9. Shipment costs

Shipment costs depend mostly on the transport companies. Therefore MIT will adjust those prices without notice according to market situation.

	Germany (without islands)*	EU*	Other countries*
<b>Small parts and items (parcel shipment possible)</b>			On request
Parcel up to 2 Kg (o TV)	8,--€	20,--€	
Parcel up to 12 Kg (m TV)	12,--€	38,--€	
Parcel between 12,1 and 25 Kg	18,--€	48,--€	
Parcel between 25,1 and 40 Kg	22,--€	58,--€	
<b>Big, heavy items</b>			On request
per EURO palette – day prices according to weight and size	Starting by approx. 80,- €	On request	

With transport insurance until 500 € = (m TV) / without transport insurance = (o TV)

For transport insurance until 2.500,-€ we charge an additional 10,--€\*.

\*all prices are per parcel or palette and excluding German VAT

When returning items purchased the buyer bears the cost of shipment to the buyer and return shipping costs, unless a lack of the sent items existed that was known to the seller at the time of shipment to the buyer and the buyer was not informed of this lack.

§ 10. These shipment conditions complement the General Terms of Sale and apply to them. For all disputes arising from this contract venue shall be Landshut, Germany as far as the Customer represents a businessman, a legal entity under public law or special assets under public law or has no general venue in Germany; this shall also apply for legal proceedings concerning bills, legal documents and checks. However, MIT shall be entitled to sue Customer at his general venue as well. German law shall be exclusively applicable for the legal relationship of domestic contract parties; the application of CISG shall be excluded.