

## Order Form

Visa for business customers

We herewith commission Business-Visum to obtain an entry visa for the following countries

Embassy \_\_\_\_\_



Embassy-priority: ☐

### Customer

Customer no. \_\_\_\_\_

Cost center \_\_\_\_\_

Company \_\_\_\_\_

Contact person \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

E-mail \_\_\_\_\_

### Passport holder

Name, given name \_\_\_\_\_

Name, given name \_\_\_\_\_

Name, given name \_\_\_\_\_

Name, given name \_\_\_\_\_

Name, given name \_\_\_\_\_

Name, given name \_\_\_\_\_

### Terms of transport

Please return documents by (date) \_\_\_\_\_



☐ I will pick up myself in ☐ Berlin ☐ Hamburg ☐ Bonn  
☐ Frankfurt ☐ Düsseldorf ☐ Munich

☐ Return to ☐ Customer ☐ Delivery address   
via ☐ UPS Standard 3-4 working days ☐ UPS Saver 1-2 working days ☐ Overnight courier next day until 10 a.m. or 12 p.m.

Phone number of recipient \_\_\_\_\_

### Special notes and comments

### Payment

☐ SEPA Core Direct Debit (only european bank account)

Debitor \_\_\_\_\_

BIC \_\_\_\_\_

IBAN \_\_\_\_\_

Signature \_\_\_\_\_

Upon purchasing our services you get a SEPA Core Direct Debit Mandate.

☐ on account

☐ credit card ☐ Visa ☐ Mastercard ☐ American Express ☐ Airplus

Card holder \_\_\_\_\_

Card no. \_\_\_\_\_

Valid until \_\_\_\_\_ / \_\_\_\_\_

E-mail address to which we will send the invoice: \_\_\_\_\_

(If we cannot send you the invoice by e-mail, there will be additional costs for a paper invoice according to our current price list.)

### Signature

The order to obtain a visa is herewith issued on the basis of the General Terms and Conditions of Business Visum GmbH.

City \_\_\_\_\_

Date \_\_\_\_\_

Signature/ Stamp \_\_\_\_\_

Berlin – Bonn – Düsseldorf – Frankfurt – Hamburg – München

# TERMS AND CONDITIONS OF BUSINESS VISUM GMBH

Date: 01.05.2023

The following Terms and Conditions present the legal basis for the provision of all services by Business Visum GmbH. They are accepted by the customer when placing an order with Business Visum GmbH. The following Terms and Conditions exclusively apply to the contract between Business Visum GmbH and the customer. Other general terms and conditions are not part of the contract content even if Business Visum GmbH does not expressly object to them.

## Conclusion of Contract and Services

A contract with Business Visum GmbH is concluded when the customer's order is expressly accepted by Business Visum GmbH. Business Visum GmbH reserve the right to reject orders also without furnishing a reason. An order from the customer alone does not lead to the conclusion of a contract.

Business Visum GmbH is entitled to assign the provision of services to third parties, either in full or in part.

**Support in obtaining documents:** With regard to the assistance in obtaining documents such as visas, legal documents, A1 certificates or documents for posting of workers the services offered by Business Visum GmbH against payment include all services which are helpful and necessary to obtain these documents for domestic or foreign missions and other authorities provided that they do not affect the sovereign rights of the Federal Republic of Germany and do not constitute a legal consultation.

As the decision on granting a certificate such as a visa or complying with a request for the legalisation of a document solely lies in the responsibility of the domestic and foreign missions resp. responsible authorities, Business Visum GmbH cannot guarantee success of any kind. Business Visum GmbH's obligation exclusively lies in providing the service, which, e.g. serves to obtain the visa and the legalisation.

If the customer has not expressly instructed Business Visum GmbH otherwise, Business Visum GmbH can determine the method of providing the service at its own discretion, while protecting customer's interests, in particular, the form and method of sending his documents. The parties agree that when documents are sent to the customer, the risk is transferred at the time of handover to a carefully selected transport person.

**In-house Seminars:** When conducting in-house seminars, Business Visum GmbH makes suggestions regarding dates, which are agreed on and coordinated with the customer. The maximum number of participants is specified in consultation with the customer. For training sessions at the customer's premises, the customer ensures that the necessary training equipment (room, computer, presentation aids, e.g. board, flipchart, projector etc.) is available. Business Visum GmbH assumes no responsibility for the achievement of the course target by the participants and their future professional qualification. Every participant receives a certificate of participation after successfully completing the course.

## Prices, price changes, other costs

The remuneration to be paid for the use of the services of Business Visum GmbH is based on the price list valid at the time when the order is placed plus the respective applicable statutory value added tax. The price list will be sent to the customer without delay upon request.

In addition, visa and passport fees, shipping costs, travelling costs, accommodation costs, expenses, other consultancy services and external consultancy services will be invoiced according to the actual expenses required.

Subject to a deviating agreement Business Visum GmbH is entitled to charge the invoice amount if the documents are sent per cash on delivery.

It is clear from the nature of the agreed service contract that there is the obligation to pay for the provided services even if an application for a document such as a visa or legalisation was not granted.

If special expenses are incurred for the service to be provided and as far as it is deemed to be required and could not be foreseen at the time of the conclusion of the contract, Business Visum GmbH can demand to be reimbursed by the customer. Business Visum GmbH shall obtain the customer's instructions before incurring any expenses, unless this is not possible due to special circumstances.

## Payment, offsetting

Invoices from Business Visum GmbH are payable immediately without deductions.

The customer falls into payment default if he does not pay after a warning has been issued after due date. Default also sets in without warning at the latest 30 days after due date and receipt of invoice.

If the customer is in payment default, Business Visum GmbH is entitled to charge default interest. Default interest per annum amounts to 5 percentage points above the respectively valid base interest rate. Deviating from this, default interest for legal transactions that do not involve a consumer is 9 percentage points above the base interest rate. In addition, Business Visum GmbH is entitled to charge other default damages incurred beyond this.

Claims against Business Visum GmbH can only be offset with undisputed and legally determined counterclaims. The customer is also entitled to withhold payment with regard to counterclaims from the same contract relationship.

## Liability

In the case of a bad service, the customer is entitled to exercise his legal rights.

The liability for compensation on the part of Business Visum GmbH irrespective of the legal reason (especially in the case of default, defects or other breaches of duty) is limited to the foreseeable damage typical for the contract.

Business Visum GmbH cannot assume any liability for loss, damage and late delivery of documents sent to the customer which were caused by the shipping company. However, Business Visum GmbH undertakes to assign any claims to the customer in full which it may have against the shipping company due the loss, damage or late delivery of documents to the customer.

The above limitations of liability do not apply to the liability of Business Visum GmbH for malicious conduct or gross negligence, for guaranteed quality features, for injury to life, limb or health or according to the product liability law.

## Cancellation

**Support services:** It is possible to cancel an order placed with Business Visum GmbH at any time with a written declaration to Business Visum GmbH. In this case, the customer will be invoiced the costs incurred up to the point of receipt of the cancellation and any fees on a pro-rata basis as well as return shipment costs.

**In-house seminars:** If the cancellation is made up to one week before the start of a seminar, no costs will be charged. If the cancellation is received during the week before the start of the course, 50 % of the agreed lecturers' fees plus any cancellation or rebooking fees for their journey will be charged.

## Final Provisions

Addendums and amendments to the contract including these General Business Terms and Conditions shall require – subject to further validity requirements – a text form in order to be valid.

If the customer is a merchant, legal entity under public law or a separate fund under public law, or if he has no general legal venue in the Federal Republic of Germany, the legal venue for all possible disputes arising from the business relationship between Business Visum GmbH and the customer is Bonn.

The relationship between Business Visum GmbH and the customer is exclusively subject to the law of the Federal Republic of Germany.

Insofar as the contract or these General Terms and Conditions of Business contain loopholes, those legally effective provisions shall be deemed agreed to fill these loopholes which the contracting parties would have agreed on in accordance with the economic objectives of the contract and the purpose of these General Terms and Conditions of Business if they had been aware of the loophole.