



**Arya-Export GmbH**

## General Terms and Conditions of business

The following terms and conditions of business apply to all contracts with the company Arya-Export and constitute therefore the basis of the contract overleaf. The contract shall be considered as concluded only if the client has agreed to the application of the General Terms and Conditions of Business in their version in force at the time of the conclusion of the contract. By signing the contract, the client confirms to have gained knowledge and accepted the General Terms and Conditions of Business. Any General Terms and Conditions of Business of the client differing from the following provisions shall not apply.

### Section 1

The subject matter of the contract overleaf with the company Arya-Export is returned articles and residual items without lists which the company Arya-Export has purchased from third companies / licensors for resale purposes irrespective of their functionality, condition and quality and without any right of return. The company Arya Export passes the articles thus purchased under the same conditions to its clients. The lists of items included in the contract or its annexes contain only approximately figures and in particular no assurance as to the number, resale value and functionality whether of any single article or the whole delivery. As the said articles are returned articles, the deliveries may also include unpacked and/or opened articles. The company Arya Export is neither in a position nor committed to verify the articles as to their number, condition, quality and functionality before resale. Any guarantee, warranty and right of return of the purchaser are precluded.

### Section 2

The articles purchased by the company Arya-Export are exclusively destined to their resale in a non-European foreign country. The articles may not, either wholly or partially, be sold in a European foreign country or in their country of origin (Federal Republic of Germany). After having been exported, the articles may not, either wholly or partly, be returned to their country of origin (the Federal Republic of Germany) or to a European foreign country for sale purposes. By signing the contract, the purchaser assures to resale the purchased articles exclusively according to the provisions contained in the General Terms and Conditions of Business herein. In case that the articles are, in breach of the contract, wholly or partly sold in or returned for resale purposes to a European foreign country or the Federal Republic of Germany, a contractual penalty to the amount of the obtained or, in the case of articles having been sold yet, obtainable selling price increased by 20% shall be paid to the company Arya-Export.

### Section 3

The shipping charges shall be borne by the purchaser. As long as the articles have not been completely paid, they remain the property of the company Arya-Export. The shipping of the purchased articles shall be undertaken by the company Arya-Export only after the purchase price and the shipping charges have been completely paid through money transfer to the business bank account of the company Arya-Export. In the case of collection of the articles by the purchaser, the articles shall be handed over only after prepayment, i.e. previous money transfer of the amount due to the business bank account of the company Arya-Export. Exceptionally and only in cases of collection of the articles by the purchaser, the payment may, with the prior express written consent of the company Arya-Export, be done in cash at the moment of the handing over of the articles. In such cases, the amount due shall be handed over prior to the delivery of the articles in the premises of the business bank of the company Arya-Export at its usual business hours. After authentication of the banknotes handed over through the employees of the bank, the articles shall be immediately handed over to the purchaser.

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#### Section 4

The purchasers are committed to observe secrecy on the contents of the contract and treat the contractual stipulations confidentially. The purchasers are committed not to enter with third parties not participating in the contract herein into any business transactions / agreements which can be detrimental to or can have a negative effect on current or future businesses of the company Arya-Export. In the case of contravening this provision, the purchaser is obliged to compensate the damage thus caused to the company Arya-Export and to pay to said company an additional contractual penalty to the amount of damage increased by 20%.

#### Section 5

The purchaser may not use the name of the respective licensor of the purchased articles for publicity purposes.

#### Section 6

Any stipulation differing from the contractual provisions herein or any other element of the contract herein must be in writing in order to be valid and is to be signed by both parties to the contract. Both parties to the contract agree to the transmission of the signed copy of the agreement via fax. In the case of an electronic transmission (e-mail) the signed copy is to be attached as PDF document.

#### Section 7

The company Arya Export uses customer data exclusively for the purpose of processing orders. All customer data are saved and processed and are not passed to third parties, in compliance with the provisions of the German Federal Data Protection Act (Bundesdatenschutzgesetz) and the German Tele Services Data Protection Act (Teledienstschutzgesetz).

#### Section 8

Any dispute arising from the contract herein is subject to the law of the Federal Republic of Germany. If the parties to the contract are businessmen, the Court at the place of the registered office of the company Arya-Export shall be competent for the dispute, unless an exclusive venue for the dispute is well-founded. The same court shall be competent for the dispute, in the case that the purchaser does not have any general venue inside the country.

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Place / Date

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Signatur Customer