

Business terms and conditions of SERVISUM Konsular & Visum Agentur GmbH, Hamburg
(referred to as SERVISUM below)

1. Area of application

1.1 Consular services (Section 2.1) and all other services and agreements with SERVISUM are based exclusively on these business terms and conditions. Even if they are not expressly referred to again, they also apply to all future business relationships with SERVISUM.

1.2 General business terms and conditions of the customer that deviate from these business terms and conditions do not apply to orders submitted to SERVISUM or to agreements or contracts entered into with SERVISUM.

1.3 Deviations from these business terms and conditions are only effective if SERVISUM has confirmed them in writing.

2. Order

2.1 Consular services include the submission of visa applications and / or documents for authentication to the applicable consular representatives in Berlin, Hamburg, and Frankfurt. SERVISUM begins providing consular services after it receives the consular services order above as well as the necessary fully completed visa application documentation and / or documents for authentication.

2.2 If the travel dates specified by the customer require submitting an urgent application to the office that issues the visa - which is associated with higher fees - SERVISUM will do so only based on the understanding that the customer advances or reimburses the increased fees to SERVISUM.

3. Liability

3.1 If the documents identified in Section 2 cannot be transported by SERVISUM but by third parties appointed by SERVISUM, this is done at the sole risk of the customer. However, SERVISUM is obligated to assign the right of recourse against third parties to the customer upon request. SERVISUM assumes no liability for the loss of passport jackets or loose sheets inserted into passports.

3.2 SERVISUM will complete orders assigned to it with due diligence and care. However, a guarantee by SERVISUM for the issuance and the quality of a visa or authentication is excluded.

3.3 All claims for compensation by the customer that do not fall under the Product Liability Act and do not result from loss of life, bodily injury, or impairment of health, either against SERVISUM or its assistants or vicarious agents are subject to the following restrictions: Liability for breaches of duty resulting from gross negligence is limited to the legal representatives or managing employees of SERVISUM and, in case of breaches committed by simple assistants of SERVISUM, to breaches of essential contractual obligations. To the extent that damages are caused by slightly negligent breaches of duty, the liability of SERVISUM is limited to the amount of damage that is typical for this type of contact and is foreseeable as a result of breaches of essential contractual obligations.

4. Prices and Payment Terms

4.1 SERVISUM is entitled to compensation from the customer for the orders processed by it. The amount of compensation is based on the prices agreed on by SERVISUM and the customer.

4.2 All prices are quoted including VAT at the respective rate required by law.

4.3 The compensation amount and the consulate fees payable to the consular representative by SERVISUM must be paid to SERVISUM on or before the date the order is placed, unless otherwise agreed. A payment from the customer is only regarded as having been received when SERVISUM has the funds at its disposal.

4.4 The customer only has the right to set-off or retention against claims by SERVISUM if the counter-claims are legally established, recognized by SERVISUM, or undisputed. In addition, the customer can only assert the right of retention if it is based on claims that arise from the same order.

5. Place of Fulfilment, Jurisdiction, and Severability

5.1 The place of fulfilment for all obligations arising from the business relationship with SERVISUM is Hamburg.

5.2 If the customer is a business person in terms of HGB (German Commercial Code), legal person under public law, or special property under public law, the sole jurisdiction for all disputes that arise directly or indirectly from the contractual relationship between SERVISUM and the customer is Hamburg.

5.3 Should one or more provisions of these business terms and conditions or a provision in other agreements between SERVISUM and the customer be or become invalid in whole or in part, the validity of the remaining provisions is not affected.