

Hello,

Thank you for your registration on our portal www.servoprax.com,
which we are pleased to confirm.

To activate your customer account, please fill out the integrated PDF **master data form** and the **customer declaration for the supply of drugs**. The return must be made by post. You are also welcome to send us the documents in advance by e-mail to stammdaten@servoprax.de so that we can speed-up the activation process.

After receipt of the documents your customer account will be activated and you will have online access to all functions of the shop. You will then receive your customer number by e-mail and requested documents and catalogues will be sent by post.

Please use the attached cover sheet to return the form and the required documents.

We are very much looking forward to a successful cooperation.

With kind regards

Your Servoprax Team

SEPA



If you decide to pay by SEPA corporate direct debit, we will send you the authorisation form after activating your account.


QUESTIONS



In case of any questions you may have, we are glad to assist you.

Please contact us:

 **Denise Löw**

 +49 281 95283-15

 denise.loew@servoprax.de

MASTER DATA ACQUISITION

To create or change your customer account



Company name			
Address	Postal address	Delivery address	
Street & house number			
Postcode & City			
Country			
Contact	Phone		Fax
e-mail			
Legal information			
Compäy Structure			
↳ founded on		register number	
Owner/managing director (first and last name):			
↳ born		VAT ID No.	
Company focus			
Accounting	Invoice by e-mail?	YES	NO
e-mail			
Phone			
Purchasing			
e-mail			
Phone			
Terms of payment			
Delivery against advance payment with the payment target of 2% discount within 8 days			
We expressly confirm the knowledge and acceptance of the terms and conditions of business and delivery of Servoprax GmbH.			
Date	Stamp & legally binding signature		
Place			
INTERNAL PROCESSING DATA – TO BE COMPLETED BY SERVOPRAX			
Knd.-Nr.:	Knd.-Gruppe:	Limit:	AD:
erfaßt/geändert am:	von:	Sonstiges:	

Customer declaration for the supply of medicinal products on the basis of the German Medicinal Products Act (AMG)


With this document the company declares:

Name of the customer (company stamp)

Customer no. at Servoprax GmbH ¹

¹If not yet known, please leave blank.

to its supplier Servoprax GmbH as follows:

We have a valid wholesale permit according to §52a AMG.	YES*	NO
We have a valid pharmacy operating licence according to §1 ApoG.	YES*	NO
We possess a valid manufacturer's license according to §13 AMG.	YES*	NO
We have a valid GDP certificate in accordance with Art. 111 of Directive 2001/83/EC.	YES*	NO
We are retailer, do not supply physicians, veterinarians, Hospitals or other distributors and possess Notification according to § 67 AMG	YES*	NO
We are the end user of the medicinal product	YES	NO
We are doctors/veterinary surgeons / hospitals and have a valid permit	YES*	NO
 *If YES , please attach a copy.		

INFO




We are bound by the German Medicinal Products Act and can only carry out your orders for medicines (e.g. hand disinfectants) if we have this declaration from you.

QUESTIONS



In case of any questions you may have, we are glad to assist you.

Please contact us:

 Denise Löw

 +49 281 95283-15

 denise.loew@servoprax.de

Furthermore, we declare to Servoprax GmbH that we will inform you immediately, if one of the above positively marked documents fails or becomes invalid.

Name in block letters	
Position in the company	
Place & Date	
Stamp & legally binding signature	

servoprax GmbH

GENERAL TERMS AND CONDITIONS OF BUSINESS

valid 01. March 2015

§ 1 Scope of Application / Other Regulations

(1) The deliveries, services and offers of servoprax GmbH (hereafter called "we") shall be based exclusively on these general business terms. These terms and conditions shall also apply to all the future business relationships, unless otherwise agreed upon.

(2) Deviating terms and conditions or a constructive obligation that goes beyond those terms shall be excluded. This applies particularly to general business terms of the customer, even though we accept an order in which the customer refers to his general terms and conditions and/or the customer adds his general terms and conditions and this is not objected to by us.

(3) § 312i (1) sentence 1 no.1, 2 and 3 and § 312i (1) sentence 2 BGB (German Civil Code), which in case of contracts in electronic commerce provide for certain obligations are expressly excluded.

(4) We are selling only to persons who, act on the conclusion of the contract in the exercise of their commercial or independent professional activity as well as legal persons of public law and special funds under public law.

§ 2 Contract Conclusion / Procurement Risk

(1) Our offers are subject to change. No contract is brought about until we either confirm the order in writing (order confirmation) or deliver the goods ordered.

(2) The customer is bound to his offer to conclude a sales contract - failing other express arrangements in his order - for two weeks.

(3) Upon conclusion of the contract we do not assume any procurement risk.

§ 3 Delivery

(1) Unless otherwise agreed delivery shall take place „ex works Wesel“ (EXW) in compliance with Incoterms 2010.

(2) Partial deliveries are permitted, provided these are not connected with unreasonable effort for the customer. Partial deliveries can be invoiced separately.

§ 4 Prices and Terms of Payment

Orders with a value of less than 50.00 €, (excluding VAT, net discounts) will attract a 12.00 € low order surcharge to cover administration costs. If a direct delivery is required, we charge a handling fee of 5.00 € for each dispatch address.

(2) For orders with a value of less than 250.00 € (excluding VAT, net discounts) and for supplies to the German border, forwarding expenses apply according to current transportation conditions as well as for the transportation from the border to the domicile of the customer. This is also the case for goods being marked in our sales' lists or not comprised therein or with special agreement on prices.

(3) If we agree on the withdrawal of goods out of goodwill, we reserve the right to demand administrative charges for checking the returned goods and their stockpiling of 15% of the order value, at least 20.00 €. The return and exchange of sterile goods and diagnostics is excluded.

(4) All prices quoted are exclusive of value added tax.

(5) Unless otherwise agreed, settlement is due within 14 days of date of invoice and receipt of delivery less 2 % cash discount or 30 days after receipt of invoice and delivery net.

(6) In case of agreed SEPA direct debit to facilitate payment, the basic period of time for information before payment of 14 days can be shortened to maximum 1 day. Additional costs due to reverse entries caused by the customer are to be borne by the customer.

§ 5 Default of Payment / Set-Off and Retention

(1) In the event of a delay in payment, as well as if there are substantiated doubts as to the solvency of the customer, we are entitled -without any prejudice to any other rights of termination -to demand prepayment for deliveries which have not yet been made, to revoke granted terms of payment, and declare immediately due all claims arising from the business relationship. Our obligation of delivery shall be suspended while the customer is in default on any due payment. The customer in default obliges himself to refund eventual reminder, collection and information costs.

(2) The customer can only offset amounts from claims with counterclaims or assert the right of retention unless we have acknowledged his claim or his claim has the force of law.

§ 6 Delivery Disorders / Fixed Business / Default Consequences

(1) Interruption of operations as far as such obstacles are unforeseeable or strike, lock-outs, decrees by the authorities or an act of nature free us, for the duration of the disruption and for the duration of their repercussions from our delivery obligations.

Should the delivery be delayed by more than 2 weeks as a result, either party, to the exclusion of all further claims, may withdraw from the contract in respect of the quantities affected by such delay.

(2) The customer shall assert claims concerning cases of damage in transit within a period of 5 days. A damage report with a description of the defect must be drawn up at once according to the standards of the carrier.

(3) When the delivery date has not been expressly confirmed in writing as a binding delivery date, delivery is being effected as contractually stipulated if it is received within 1 week after the nonbinding delivery deadline.

(4) The customer can only withdraw from the contract according to legal regulations, as far as we are responsible for the delay in delivery. No change of burden of proof to the disadvantage of the buyer is connected with the preceding provision. The customer is obliged at our request to state within 2 weeks whether he wishes to

withdraw from the contract due to the delay in delivery, or insists on delivery, or demands damage compensation.

§ 7 Complaints / Claims for Defects

(1) The customer shall be obliged to inspect the products delivered immediately on receipt and to file a specified complaint. Visible defects shall be notified without delay, hidden defects immediately after detection under specification of the order date and the invoice number. Customer may not reject receipt of supplies because of petite defects.

(2) We are particularly liable for the goods having the agreed quality at the time when the risk passes to the customer. The features and quality of the delivered goods result from the offer and refers to the product description.

(3) We shall be obliged, at our option, to remove any defects, or make a replacement delivery if the delivery items are defective.

(4) If the goods are not repaired or replaced within a reasonable period or if the defect repair fails, is impossible, is not achieved by seller within a reasonable amount of time, would be unreasonable for the customer or if it is impossible to eliminate the defect or effect the substitute delivery within the appropriate period of grace provided by the customer, the customer shall only have the right to either withdraw the contract or reduce the purchase price. The customer can withdraw the contracts at once if special circumstances exist which justify immediate notice of termination.

(5) Defect claims of the customer lapse 12 months after delivery of goods. This shall not apply if the defect was concealed with intent to deceive.

§ 8 Limitation of Liability

(1) We are only liable for damages as far as they:

a) are caused by us intentionally or through gross negligence.

b) are caused by us slightly negligently and material breach of duties jeopardizing the purpose of agreement, or breach of duties whose fulfilment makes the due performance of the contract at all possible and on whose performance the customer may regularly rely.

Furthermore, our liability is excluded irrespective of the legal ground, unless we are not forcibly liable by law, especially in case of injury to life, limb or health of a person, a given guarantee, fraudulent concealment of a defect or product liability law. Guarantees are to be expressly marked as such and confirmed by us in writing.

(2) In cases of sec. (1) b) and in cases of gross negligence by ordinary servants (not agents or members of the management) our liability shall be typical and foreseeable damage of such contracts.

(3) In cases of sec. (2) the liability for indirect damage and consequential harm caused by defects and lost profit shall be excluded. The parties assume that the "typically foreseeable damage" in relation to an order must not exceed the net pay of the given order in all cases.

(4) The foregoing limitations of liability shall also apply to any claims against our agents and employees.

§ 9 Title Retention

(1) The goods of the contract remains our property until the fulfilment of all claims owed by the customer through the business relationship. The taking back of the goods under reserve shall only be considered a withdrawal from contract if we have expressly declared this in writing.

(2) All accounts receivables from the re-sale of goods of which we are the owner, including bills of exchange and checks for safeguarding our claims shall hereby be assigned to us. We herewith accept such assignment. In the event of sale of goods of which the co-owners, the assignment shall be limited to the part of the claims corresponding to the part of our co-ownership.

(3) As long as the customer is willing and able to fulfil his obligations to us in due order, he shall be entitled to dispose of the goods belonging to us or goods where we have co-ownership in a proper commercial transaction and collect the accounts assigned to us himself. Disposals such as pledging, collateral assignments and all other assignments may only be conceded by the customer with our previous written consent.

(4) If the value of the securing means exceeds our claims in total by more than 20%, we release the excessive securities over 20% upon demand of the buyer/ orderer.

§ 10 Applicable Law / Place of Performance / Jurisdiction

(1) Legal relations between the customer and ourselves are governed by the law of the Federal Republic of Germany (under exclusion of references to foreign law and of UN-purchase right).

(2) The place of performance for the obligations of both parties is Wesel.

(3) So far as the customer is a merchant within the meaning of the German Communication Code, a legal entity under public law or a special asset body under public law, the exclusive place of jurisdiction for all and any disputes which may arise from or in connection with the business relationships shall be the courts competent for Wesel, Germany. Correspondingly it shall apply if the customer does not have a general national jurisdiction, changes his residence or common place of living after conclusion or place of habitual abode from a domestic address or if their place of residence or place of habitual abode is not known. The court having jurisdiction for all disputes and summary proceedings over supplier's domicile remains unaffected as well as exclusive competent courts, which cannot be derogated from by contract. We are, however, entitled to sue the customer before the court with jurisdiction over his or her place of residence.

Servoprax GmbH
Stammdaten
Am Marienbusch 9
46485 Wesel
Germany

Hello Servoprax,
enclosed we send you our filled out forms
and copies of the required documents.

With kind regards

Copy of documents



If applicable, please send a copy
from your records:

- Valid wholesale permit according to §52a AMG.
- Valid pharmacy operating licence according to §1 ApoG.
- Valid manufacturer's license according to §13 AMG.
- Valid GDP certificate according to Art. 111 of Directive 2001/83/EC.

Catalogue



Would you like to receive catalogues in printed form? Please mark with a cross.

medical products	General catalogue with prices	Z1 93-P
medical products	General catalogue without prices	Z1 93
emergency products	Your emergency catalogue	Z1 98-PL
X-ray products	Your radiological specialist catalogue	Z1 22
gyn products	Your gynaecological specialist catalogue	Z1 120
pflege aktuell	Everything for nursing	Z1 40
schnell-diagnostik	Quick tests for the practice, the laboratory	Z1 04-07-03



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Create an account now and
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account, subscribe to the
newsletter right here:

servoprax.de/en/newsletter

