

# General terms and conditions - provision of services



Version 2.0, valid from June 13, 2014 until further notice

## § 1 General

### **a) Scope of application**

The general terms and conditions shall apply to all business relations concerning medical services between the **IRS- International Rescue Service GmbH**, Muehlhof 2, 95676 Wiesau, represented by its managing directors Mr Robert Konrad, Mr Mohamed El- Attar (**hereafter referred to as IRS- International Rescue Service GmbH**) and its customers as amended in the current valid version at the moment of conclusion of contract. We hereby expressly object to any general terms and conditions of the ordering party that conflict with our general terms and conditions.

### **b) Contract agreement**

The contract languages shall be German and English.

### **c) Conclusion of contract**

The contract shall come into effect by individual agreement between the customer and the IRS- International Rescue Service GmbH about the service designated in the contract. Conclusion of contract shall occur in written form.

### **d) Conclusion of contract concerning technical translations**

The contract concerning a technical translation shall be established by individual verification of the translation volume by the IRS- International Rescue Service GmbH as follows: first, the customer sends the document that has to be translated to the IRS- International Rescue Service GmbH. Thereupon, IRS submits a binding offer to the customer which he/her is able to accept or reject. After acceptance by the customer, the translation shall occur at the agreed price.

## § 2 Scope of service

### **a) General**

The IRS- International Rescue Service GmbH offers its domestic and international customers a wide range of services in the field of lifesaving and emergency medical care and therefore provides services in the domain of rescue, patient transport, repatriation on ground, air rescue and ambulance flights. The IRS- International Rescue Service GmbH also provides services in the organisational area and human resources, in particular expert consulting for projects and personnel issues, organisation and assistance of medical treatments of your clients abroad (Medical Emergency Tourism) as well as the sending of medical experts for projects abroad. Furthermore, the IRS- International Rescue Service GmbH cooperates with tour operators to allow professional medical attendance of travels.

### **b) Technical Translation**

The customer has the opportunity to book technical and specialised translation services from the IRS- International Rescue Service GmbH.

### **c) Part order**

The IRS- International Rescue Service GmbH shall be entitled to make part orders when and insofar this is reasonable for the customer.



#### **d) Delays in performance**

The IRS-International Rescue Service GmbH is not liable for delays in performance due to force majeure and exceptional and unpredictable events which the IRS-International Rescue Service GmbH can not avoid even by exercising due care and attention (this includes in particular strikes, official or judicial orders and events of incorrect or improper self-supply despite hedging transaction). This shall entitle the IRS- International Rescue Service GmbH to postpone the service provision by the duration of the hindering event.

#### **e) Withdrawal**

In case of non-performance of services for the reasons set out above, the IRS- International Rescue Service GmbH may withdraw from the contract. The IRS- International Rescue Service GmbH is committed to immediately inform the customer about the non-availability and to reimburse possible rendered services without delay.

#### **f) Default of acceptance**

If the customer delays in the acceptance of the ordered service, the IRS- International Rescue Service GmbH is entitled to withdraw from the contract after setting an appropriate period of grace and to demand damages due to delay or non-fulfilment.

### **§ 3 Personnel-Services**

If the subject matter of the contract consists in providing services with personnel of the IRS-International Rescue Service GmbH, the IRS- International Rescue Service GmbH shall remain contractual partner for the customer as well as for the employee of the IRS- International Rescue Service GmbH.

### **§ 4 Payment, mode of payment**

#### **a) General**

All prices include sales tax. The payment for booked services shall occur in advance. The payment of the fee according to the stipulated subject of the contract shall occur by transfer to the indicated bank account immediately after conclusion of contract.

#### **b) Default in payment**

The customer defaults the payment if the payment has not been received by the IRS- International Rescue Service GmbH within two weeks after receipt of the invoice. Interest shall be charged for late payment in the amount of 5 percentage points above the prime rate of the European Central Bank, respectively 8 percentage points above the prime rate of the European Central Bank in case of legal transactions where consumers are not involved. If the customer comes in default of payment obligations, the IRS- International Rescue Service GmbH shall reserve the right to demand reminder fees in the amount of 5.00 Euro. The present provision shall not affect the assertion of any further damage. The customer has the possibility to prove that IRS- International Rescue Service GmbH has incurred no damage, or only minor damage.

#### **c) Right of retention**

The customer may assert a right of retention only in case of counter-claims that are due and based on the same legal relationship as the obligation of the customer.

## **§ 5 Cancellation charges**

### **a) Cancellation**

The customer may cancel booked services in writing (by e-mail or by post) even after the deadline mentioned in § 6.

The cancellation charges shall be determined by the following conditions. The cancellation is free of charge if occurred at the latest 14 days before the agreed commencement of contract. Timeliness of the cancellation shall be determined by the date at which IRS- International Rescue Service GmbH has been notified. In case of later cancellation, the cancellation charges are based on the graduated flat charges as follows:

- 25 % of the agreed invoice amount from the 13th to the 7th day before the commencement of the contract
- 50 % of the agreed invoice amount from the 6th to the 1st day before the commencement of the contract
- 80 % of the agreed invoice amount in case of cancellation at a point of time being less than one day before commencement of the contract

The customer reserves the right to prove that IRS- International Rescue Service GmbH incurred no costs or lower costs.

### **b) Repayment**

If applicable, the due repayment of residual balances arising from a cancellation will be immediately refunded to the customer by the IRS- International Rescue Service GmbH after the cancellation.

## **§ 6 Terms of cancellation of service**

**The following terms and conditions of cancellation apply to the customers with distance contracts**

### **Terms of cancellations**

#### **Right of cancellation**

You are entitled to cancel this contract within fourteen days without stating reasons.

The cancellation period ends fourteen days after the contract is concluded.

In order to exercise your right of cancellation, you are obliged to inform us in writing (IRS- International Rescue Service GmbH, Muehlhof 2, D-95676 Wiesau, E-Mail: [info@irs.eu.com](mailto:info@irs.eu.com), Phone: +49 (0) 171 552 49 19, Fax: +49 (0) 3222 342 5501) by stating clearly and unequivocally (via e-mail, fax or by mail) your decision to cancel this contract. You may use the enclosed sample cancellation form (or any other sample form for cancellation)

The cancellation period shall be deemed observed if notice of cancellation is given within the period referred to above.





## **Consequences of cancellation**

If you withdraw from this contract we shall refund you all payments that we have received from you, including delivery costs (with the exception of additional costs that arise if you have selected a form of delivery other than the cheapest form of standard delivery offered by us) without undue delay and within fourteen days at the latest from the date on which we received the notice of cancellation. For this refund we use the same method of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged any fees for this refund.

If you specifically requested that the contracted services should begin within the cancellation period, then you must pay an appropriate amount for the portion of the services that have been provided to you up to that point in time at which you inform us that you will exercise your cancellation right in comparison to the total volume of services specified in the original contract.

- **End of instructions regarding terms of cancellation** -

### **Please note: premature expiration of your right of cancellation**

Your right of cancellation expires prematurely if the contracted service has been executed in full by the contractual partner, and if the contractor started to provide the service only after you specifically approved and confirmed at the same time that you had been informed that you will forfeit the right of cancellation after complete fulfilment of the terms of the contract by the contractor.

## **§ 7 Liability**

### **a) Exclusion of liability**

The IRS- International Rescue Service GmbH as well as its legal representatives and agents are only liable for intent or gross negligence with reservations mentioned hereinafter. In the case of slight negligence, liability shall only concern the infringement of essential contractual obligations, thus concerning obligations whose fulfilment is of particular importance for the achievement of the purpose of the contract. The liability is limited to the predictable, typical contractual direct average damage. In respect of customers that are not consumers, the IRS-International Rescue Service GmbH is only liable with the amount of the predictable, typical contractual direct average damage in the event of a gross negligent infringement of non-essential contract obligations.

### **b) Restrictions on liability**

The preceding exclusion of liability does not concern the liability for damages resulting from injuries to life, body or health.

## **§ 8 Final provisions**

### **a) Place of jurisdiction**

For all disputes concerning this contract, the sole place of jurisdiction is agreed to be the registered office of the IRS- International Rescue Service GmbH in Wiesau, if the customer is a merchant, a legal person under public law or a special fund under public law or if the customer has no place of jurisdiction in the Federal Republic of Germany.

**b) Choice of law**

Unless mandatory legal provisions of the customers country provide otherwise, German law shall be deemed as agreed.

**c) Severability clause**

The ineffectiveness of individual stipulations does not affect the validity of the remaining general terms and conditions.



Wiesau, June 13, 2014

IRS-International Rescue Service GmbH  
Muehlhof 2  
D-95676 Wiesau