

General Terms and Conditions (GTC) of i3 Design and Consulting LLC Products and Services

March 2017

1. Scope of application
 - 1.1. The following General Terms and Conditions govern all goods and services as agreed between the contractor (“CO”) – i3 Design and Consulting LLC - and the client (“CL”).
 - 1.2. Target group of the products and services provided by i3 Design and Consulting LLC are exclusively businesses which use the products in the framework of their professional, industrial or official activities.
 - 1.3. Use of the CL’s Terms and Conditions is explicitly excluded unless expressly authorized in writing by the CO.
 - 1.4. Should the CL reject these Terms and Conditions in all or partly, this shall be deemed a rejection of the quotation and a submission of a new proposal by the CL, which the CO will be free to accept, reject or negotiate.
2. Orders/ contracts
 - 2.1. Any order the CL places through the CO’s web shop is to be understood as an offer for the conclusion of a contract. The CO may accept the offer within a period of two working days. The contract is deemed to be concluded if the CO confirms acceptance of the order in writing and/ or delivers the products ordered within the said period. The CO will inform the CL in the case of a rejection of the order. In such case, any down payment the CL may have effected will immediately be refunded.
 - 2.2. In order to be effective all contracts concluded between the CO and the CL must be set up in textual form (e.g. letter, fax or email). As a rule, contracts are concluded through the personal signatures of both parties.
 - 2.3. If the CL accepts a quotation by the CO with amendments, this shall be deemed a rejection of the CO’s quotation and a submission of a new proposal by the CL, which the CO will be free to accept, reject or negotiate. A contractual agreement will only be reached if the CO has agreed to these amendments in writing.
 - 2.4. The return of products and the cancellation of corresponding contracts is permitted only in exceptional cases. Any return is a gesture of goodwill and requires the consent of the CO.
3. Prices, invoice and payment
 - 3.1. Prices are quoted net subject to value-added tax at the rate applicable at the time of submitting the order.
 - 3.2. Invoices are due within two weeks of receipt.
 - 3.3. In the case of delayed payment, the CO shall be entitled to charge overdue fees.
 - 3.4. The CO reserves the right to deliver products and services only against prepayment.
 - 3.5. The CO reserves the title to and the rights connected with the goods and services delivered until the invoice has been paid in full.
 - 3.6. US Sales Tax and/or VAT will be shown separately on the invoices. Partial or complete absence of such data shall not affect the payability of the invoice.

- 3.7. A set-off with another undisputed claim or a claim that has become res judicata shall not be allowed. Exercise of a retention right not covered by the contract as agreed between the CL and the CO shall not be allowed.
4. Data privacy
 - 4.1. The contractual parties undertake to maintain secret all matters which become known to them in connection with their business relationship. They are as such subject to strict secrecy.
 - 4.2. The CL shall comply with the legal requirements of data protection. Any transmission of information to a third party is allowed only within the framework of existing legislation.
 - 4.3. The CL shall not be allowed by any means whatsoever to reproduce or pass on documents containing secret information to a third party, neither partly nor complete, without the CO's prior consent in writing.
5. Final provisions
 - 5.1. All agreements between the CL and the CO are contained in these GTC, any related contractual documents and annexes to these documents. Further agreements do not exist.
 - 5.2. If any provision of these General Terms and Conditions (GTC) is held or becomes invalid, the validity of the remaining provisions or agreements shall not be affected or impaired thereof.
 - 5.3. Waiver: The terms of this agreement may be waived only in writing and no failure or delay in enforcing rights hereunder shall be construed as a waiver. The waiver by either of the parties of any breach of any provision hereof by the other party shall not be construed to be either a waiver of any succeeding breach of any such provision or a waiver of the provision itself.
 - 5.4. Force Majeure: Either party shall be excused from fulfillment of any obligation under this agreement (other than payment obligations) only to the extent that and for so long as such performance is prevented or delayed by any cause beyond its reasonable control. In such event or cause, the obligated party shall promptly notify the other party who may extend the time of performance required to remedy such breach, to an amount equal to the time loss caused by the event.
 - 5.5. The place of jurisdiction shall be the court having jurisdiction over i3 Design and Consulting LLC registered office.
 - 5.6. The present contract and the legal relations between the contractual partners resulting thereof are subject to US State and Federal Laws.

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