

General Terms and Conditions

1. Scope of Application, Operator

The present General Terms and Conditions (referred to as "T&C" hereinafter) shall apply to the relationship between you and us regarding your purchase from AFGHAN IPTV UG.

The website is operated by:

AFGHAN IPTV UG
Sergai Shir
Daimlerstr. 2-4
50354 Hürth (near Cologne)
Germany

(defined as „we” or “us” hereafter).

Contradicting or additional terms and conditions of the customer shall not become part of the contract.

2. Distinction between Entrepreneurs and Consumers

Some of the provisions of the present T&C do not apply in relation to any and all customers but only in relation to consumers or only in relation to entrepreneurs. Where the scope of application of the present T&C is limited in such aforesaid manner it will be specially indicated hereinafter.

„**Consumer**“ shall, for purposes of the present T&C and in accordance with the statutory definition in section 13 of the German Civil Code ("Bürgerliches Gesetzbuch", abbr. "BGB"), be each natural person who enters into the business relationship with us for a purpose which is outside its trade, business or profession.

„**Entrepreneur**“ shall, for purposes of the present T&C and in accordance with the statutory definition in section 14 of the German Civil Code ("Bürgerliches Gesetzbuch", abbr. "BGB"), be each natural person who enters into the business relationship with us for a purpose which is outside its trade, business or profession.

3. Conclusion of Contract and Contract Language in case of distance sales

For the conclusion of the contract via fax, email, phone or letter (i.e. not for a conclusion of contract in presence of the parties) the following shall apply:

a.

The presentation of our goods and/or services on the website shall not constitute a binding offer by us. You can order an offer via the contact form on the website. We will then send you an offer (if any) by email. Only if and once you accept such offer (by email or otherwise), the contract will be concluded.

b.

Languages made available for conclusion of the contract shall be English and German.

c.

In case of technical problems within the first year with the Box, we will repair or replace it. We (Afghan IPTV) will decide whether the Box should be repaired or replaced.

If we make changes to the supplied Streams or services after the one-year warranty for technical or safety reasons then the warranty of the device will be extended for another one year.

After the extended warranty there is no right of consumers and customers to receive any services from us, but only we if decide to do so.

4. Payment

Where advance payment is agreed, payment is due immediately after conclusion of the contract.

5. Delivery

If you are an Entrepreneur the following shall apply:

Where we are not responsible for a delay of shipping, like e.g. in case of lack of energy, import difficulties, traffic congestions, strikes, force majeure or delays of our suppliers, the time period for performance shall be prolonged correspondingly. Should we not be able to perform even after adequate prolongation, the customer and we ourselves shall be entitled to terminate the contract.

6. Retention of Title

a.

We shall retain title in the goods delivered by us until full payment (referred to as "Goods Delivered Under Retention Of Title" hereafter).

b.

If you are an Entrepreneur the following shall apply in addition:

(aa)

We shall retain title in the Goods Delivered Under Retention Of Title until we will have received any and all payments under the business relationship with the customer. We shall release such aforesaid securities upon the customer's request to such extent as the value of our securities exceeds the value of the secured debt of the customer at more than 10%; in such event we shall be entitled to select, at our free discretion, the securities which are to be released.

(bb)

The customer shall be entitled to sell the Goods Delivered Under Retention Of Title to third parties within the ordinary course of business; however, the customer hereby already assigns to us any and all claims accruing to him from such resale to third parties.

7. Cost of Return Shipment in Case of Revocation

In case that the customer makes use of a given right of revocation, you shall bear the regular cost of return of the goods to us, provided that the delivered goods correspond to the goods ordered and provided that the price of the goods to be returned does not exceed an amount of 40 Euro or, where the price of the thing is higher, you have, by the time of revocation, not yet paid the consideration or a contractually agreed part payment. Otherwise the return of the goods will be free of charge to you.

8. Right of Revocation

Consumers have the following right of revocation:

Revocation Instruction

Right of Revocation

You may declare the revocation of your contractual statement in text form (e.g. letter, fax, email) within a period of 14 days or, if you receive the thing before expiration of such aforesaid period, by returning the thing. The revocation does not have to contain any grounds. The revocation period commences upon receipt of this revocation instruction in text form, but not before the recipient received the goods (or, in case of repeated deliveries of the same type of goods, not before receipt of the first partial shipment) and not before fulfilment of our duties of information under section 246 § 2 in connection with § 1 para. 1 and 2 EGBGB ("Einführungsgesetz zum Bürgerlichen Gesetzbuch" – Introductory Act to the German Civil Code) as well as our duties under § 312g para. 1 sentence 1 BGB ("Bürgerliches Gesetzbuch" – German Civil Code) in connection with section 246 § 3 EGBGB ("Einführungsgesetz zum Bürgerlichen Gesetzbuch" – Introductory Act to the German Civil Code). The aforesaid time limit for the declaration of revocation shall be deemed observed by the timely dispatch of the declaration of revocation. The revocation is to be addressed to:

AFGHAN IPTV UG
Sergai Shir
Daimlerstr. 2-4
50354 Hürth (near Cologne)
Germany

E-Mail: info@afghaniptv.de

Consequences of Revocation

In case of a valid revocation, all mutually received performances are to be restituted and emoluments taken (e.g. interest), if applicable, are to be returned. If you are unable to reconstitute or return, as applicable, the received performance and emoluments (e.g. benefits of use) to us in full or in part or if you can only reconstitute or return them in a deteriorated condition, then you have to compensate us for their value to such extent. Such compensation for the deterioration of the thing and emoluments taken will only apply if and to the extent that the emoluments or the deterioration is caused by a handling of the thing which goes beyond the examination of its qualities and functionality. "Examination of the qualities and functionality" means the testing and trying out of the applicable goods, as such is possible and customary e.g. in a retail store. Things which are suitable for shipping via parcel post are to be returned at our risk. You have to bear the regular cost of return of the goods to us if the delivered goods correspond to the goods ordered and if the price of the goods to be returned does not exceed an amount of 40 Euro or, where the price of the thing is higher, if you have, by the time of revocation, not yet paid the consideration or a contractually agreed part payment. Otherwise the return of the goods is free of charge to you. Things which are not suitable for shipping via parcel post will be picked up at your location. Obligations to reimburse payments must be fulfilled within 30 days. For you, such time period starts at the time of dispatch of your declaration of revocation or of the thing. For us, it starts at the time of receipt of same.

End of the Revocation Instruction

According to section 312d para. 4 Nr.1 BGB (Bürgerliches Gesetzbuch = German Civil Code) the right of revocation, unless otherwise provided, does, among others, not apply to the delivery of goods which are manufactured according to customer specifications, or which are clearly tailored to personal needs.

9. Claims arising from Defects/ Warranty

a. Warranty in relation to Consumers:

The default rules under the applicable laws shall apply.

b. Warranty in relation to Entrepreneurs:

(aa)

The Customer shall inspect the goods promptly after receipt. The customer shall notify us in writing of apparent defects within a period of two weeks from receipt of the respective goods or - if the defect should become apparent only after such aforesaid time period - within two weeks from the discovery of the defect. The timely dispatch of the notice shall suffice to preserve the customer's rights. Should such notice not be given or not be given in time, the goods shall be deemed approved.

(bb)

If and to the extent of a defect of the purchased goods, we shall, in the first place, provide warranty by way of cure. We shall perform such cure, at our choice, either by way of remedying the defect or by way of replacement delivery. Should such aforesaid cure fail, the customer shall be entitled to abate the remuneration or - in case of significant defects - to terminate the contract.

(cc)

The warranty period is one year from delivery of the thing to the customer, unless the defect was fraudulently concealed. This shall not apply to claims for damages arising from the violation of life, body or health, and based on a negligent breach of an obligation by us or from on an intentional or grossly negligent breach of an obligation by one of our legal representatives or by a person assisting us in the performance of our obligations, or to claims for other damages based on a grossly negligent breach of an obligation by a legal representative of us or by a person assisting us in the performance of our obligations; to such claims the applicable limitation period provided for under the applicable laws shall apply.

10. Liability Limitation

Our liability for damages shall be subject to the following:

In case of intention or gross negligence, also on part of any persons assisting us in the performance of our obligations, we shall be liable in accordance with the applicable laws. The same shall apply in case of a damage caused by negligent violation of life, body or health.

In case of a damage to property or a financial damage, we ourselves as well as any persons assisting us in the performance of our obligations, shall only be liable in case of breach of an essential contractual obligation, subject, however, to a maximum amount equal to the damage which was foreseeable at the time of conclusion of the contract and typical for the contract; essential contractual within the aforesaid meaning are such obligations the fulfilment of which is a prerequisite for performance of the contract and which the other party may generally expect to be complied with.

Otherwise, any liability for damages of any kind, regardless of the respective underlying cause of action, shall be excluded, except if and to the extent that we are liable under the applicable laws, including without limitation because of the acceptance of a guarantee or under the German Product Liability Act ("Produkthaftungsgesetz").

11. Choice of Law, Jurisdiction

German law shall apply exclusively. The UN sales convention shall not apply. Where the customer is a consumer, such choice of law shall only apply to the extent that it does not affect mandatory provisions of the country where the customer has its habitual place of abode.

For dealings with merchants, legal persons under public law or separate estates under public law, the courts at the seat of our company (Hürth) shall have jurisdiction over all conflicts arising hereunder. However, we shall be entitled, at our choice, to file a lawsuit at the customer's location instead.