

Please make sure you write legibly in block letters. Thank you!

	vita-life® Distribution-Franchise-Partner	vita-life® Referral-Partner
ID-Number		ID-Number
Name, Firstname		Name, Firstname
Customer		
Name, Firstname		
Address		
ZIP / City / Country		
Tel. Nr.		
E-Mail Adresse		

I hereby order services according to the general terms and conditions and the service description as follows

VITA LIFE HandelsgmbH, Trading & Support Center Europe, A-9536 St. Egyden bei Velden am Wörthersee
Tel: +43 4274 4499, Fax: +43 4274 4499 44, E-Mail: tsc-europe@vita-life.com

Check the appropriate box	Art. Nr.	Designation according to service description Service packages (services)	Price EUR	Price CHF (only Swiss)
<input type="checkbox"/>	SPK2	Service package for applicators & accessories	54,-	70,20
<input type="checkbox"/>	SPS2	Service package for systems & control units	115,-	149,50

Object of complaint (What are you sending to vita-life®)

Designation / Modell					
Serial Number (control unit)	Please ALWAYS enter the serial number, even if the control unit is not sent in.				
Delivery Date	Invoice number				
Control unit	Chipcard	Power supply	Accumulator	Charge Unit	Bio-Feedbacksensor
Human - Applicator	Body	Pad	Prob	---	---

Description of the fault/error as precise as possible

Error Prog. Intensity		Duration		min.	

Terms of payment / Delivery / Turnover tax ID

Mastercard	Credit Card	VAT-Nr.:	Bitte UID-Bescheid mitfaxen!
Diners Club	Advance payment transfer		
VISA			
Nr.		Expiry date	/

Note according GDPR: vita-life® shall use your personal data for the performance of this contract in accordance with Art. 6 para. 1 lit. b, c, f GDPR. Further information on data protection can be found on internet at : <https://why.vita-life.com/de/datenschutzerklaerung-und-cookies.html>

☐ I agree that my data may also be used for the transmission of current information and self-advertising across vita-life® by e-mail newsletter, post, telephone or SMS. (This consent can be revoked at any time).

All prices include the legal value added tax. I have been informed about the right of withdrawal or right of revocation according to consumer protection. The service commissioned by me will be started immediately after receipt of order, payment and goods.
 The right of withdrawal for services expires with complete execution. The costs for services are not refundable.

Date:

Legally binding signature customer:

VITA LIFE HandelsgmbH, Trading & Support Center Europe, A-9536 St. Egyden bei Velden am Wörthersee, Firmenbuch FN 153293g, Landesgericht Klagenfurt.
 Austrian Bank account: Volksbank Kärnten AG; IBAN: AT38 4213 0311 0969 0003, BIC: VBOEATWWKLA
 German Bank account: Hypobank Ismaning; IBAN: DE77 7002 0270 5340 1479 03, BIC: HYVEDEMM940
 Swiss Bank account: St. Galler Kantonalbank; IBAN: CH45 0078 1604 6036 0200 1; BIC: KBSGCH22; (Konto-Nr.: CHF: 6046.0360.2001; Bankleitzahl: 781)

Description of Service package

VITA LIFE HandelsgmbH, Trading & Support Center Europe, A-9536 St. Egyden bei Velden am Wörthersee

Service package for checkup, diagnosis and repair cost estimation for repairing malfunctioning vita-life® systems or components and accessories outside the warranty period

After the 24-month warranty period has expired, malfunctioning systems or components and accessories can be sent to the vita-life® European Headquarters in Velden am Wörthersee for inspection, diagnosis and preparation of a cost estimate for repair after ordering one of the two service packages.

Art.Nr. SPK2 Service package for applicators & accessories

Inspection, diagnosis and preparation of a cost estimate for the repair or replacement of applicators (whole body applicator "mat", local applicator "pad" or Probe applicator) and accessories of vita-life® systems) such as biofeedback sensor, chipcard, light goggles, headphones, power supply unit, ... (no control units!)*

The service package for applicators & accessories includes the following services:

- Testing and diagnosis
- Preparation of the offer for maintenance, repair or replacement
- Shipping costs for return or disposal (if desired)

NOTE 1: In some cases a defect can only be diagnosed in the interaction of ALL system components (control unit + "mat" and / or "pad" or biofeedback sensor). In such cases it is absolutely necessary to order the service package for systems & control units.

NOTE 2: If the description in the OPERATING INSTRUCTIONS or consultation with the vita-life® service centre rules out the possibility of repairing a component or accessory from the outset, we recommend purchasing a new component directly.

Art.Nr. SPS2 Service package for systems & control units

Inspection, diagnosis and preparation of a cost estimate for the repair or replacement of the repair of vita-life® control units* or complete vita-life® magnetic field systems*)

The service package for systems & control units & includes the following services:

- *Testing and diagnosis for all components*
- *Error diagnosis*
- *If necessary, preparation of an offer for maintenance, repair or replacement*
- *Cleaning the control unit inside the housing*
- *If necessary: Replace the lithium watch battery (only for eMRS / R systems)*
- *If necessary: Control unit Upgrade to the current firmware (only for eMRS / R systems)*
(Note: Upgrade has no effect on the programs)
- *Shipping costs for return or disposal (if desired)*

*) For all generations of vita-life® magnetic field systems since 1995

- vita-life® SALUT
- vita-life® MRS2000
- vita-life® MRS2000 compact
- vita-life® MRS2000+ (home und med)
- vita-life® eMRS
- vita-life® R-System

The costs for the service packages are not refundable

After ordering the corresponding service package, the complete system or control unit (SPS2 "Service package for systems & control units") or applicators or accessories (SPK2 "Service package for applicators & accessories") can be sent to vita-life®. Please enclose the completed "Complain / Service form" with the package.

After successful inspection and diagnosis, vita-life® will draw up and submit an offer for the repair. Quotations will be valid for 2 weeks from the date of issue.

Only if within this time the cost estimation for repair is ordered separately, the repair will be carried out according to the offer. The repair will then also be invoiced separately. In case the repair is not to be carried out, the goods sent in will be returned unrepaid to the customer request.

VITA LIFE HandelsgmbH, Trading & Support Center Europe, A-9536 St. Egyden bei Velden am Wörthersee, Firmenbuch FN 153293g, Landesgericht Klagenfurt.
Austrian bank account: Volksbank Kärnten AG; IBAN: AT38 4213 0311 0969 0003, BIC: VBOEATWWKLA
German bank account: Hypobank Ismaning; IBAN: DE77 7002 0270 5340 1479 03, BIC: HYVEDEMM940
Swiss bank account: St. Galler Kantonalbank; IBAN: CH45 0078 1604 6036 0200 1; BIC: KBSGCH22; (Konto-Nr.: CHF: 6046.0360.2001; Bankleitzahl: 781)

General Terms and Conditions (GTC)

VITA LIFE HandelsgmbH, Trading & Support Center Europe, A-9536 St. Egyden bei Velden am Wörthersee (hereinafter vita-life®)

1. Scope of application:

These General Terms and Conditions (GTC) shall apply to the entire business relationship between vita-life® and its customers, and to all types of distribution. Other provisions shall be binding only in the event vita-life® has acknowledged them in advance. Oral agreements containing an additional obligation for vita-life® shall be binding only if confirmed in writing by vita-life®.

2. Conclusion and cancellation of contract:

vita-life® accepts purchase orders of customers on the below terms and conditions. Purchase orders of the customer shall be binding offers of purchase; irrespective of whether they have been made in writing, by telephone or online. Conclusion of contract shall be made by the explicit or conclusive acceptance of the offer to buy submitted by the customer. Information contained in catalogues, price lists, leaflets, websites etc. about products of vita-life® shall not be deemed firm offers by vita-life®, but invitations to submit offers to buy. Unless a supplier of vita-life® meets his delivery obligations towards vita-life®, vita-life® shall be entitled to cancel the contract with respect to the respective customer. In such event, vita-life® shall inform the customer of the impossibility to deliver. If already paid, the purchase price shall be immediately refunded to the customer in such case; any further claims by the customer towards vita-life® shall be expressly excluded. Information concerning the right of withdrawal is handed out in a specific document.

3. Delivery:

Delivery shall be ex-warehouse to the delivery address indicated by the customer. Delivery dates given generally shall not be binding unless the indicated delivery date has been said to be binding in particular cases. Partial deliveries shall be admissible. Delivery dates agreed shall be subject to any unforeseen obstacles beyond the influence of vita-life®; in particular, in cases of force majeure, disturbances of operation, lack of material, strikes etc. If such events have a major effect on fulfilling the purchase agreement in due time, the delivery dates shall be extended adequately. In any event, claims for damages or cancellation of contract on the ground of delayed delivery shall be excluded, unless vita-life® has acted with gross negligence or intent.

4. Special features of direct debiting payments:

The delivery address, the building address and the invoice address shall be identical and shall be located in Germany, Austria or Switzerland. If payments are effected by direct debiting, vita-life® shall review and evaluate the data given by the ordering party and shall, if justified, shall exchange data with other companies of the vita-life® group of companies and credit reporting agencies. The result of the review shall have an influence only on the mode of payment, not on the delivery as such.

5. Due date and payment, delayed payment:

The purchase price shall become due upon acceptance of the customer's purchase order. The customer generally shall be obligated to make an advance payment and may settle the purchase price by credit card or direct debiting. Payment shall be considered effected at the date at which vita-life® can dispose of the payment. If the customer has delayed payment, vita-life® shall be entitled to charge interest on arrears amounting to 5 % annually above the base lending rate. If higher damage arises to vita-life® due to delayed payment, vita-life® shall be entitled to assert such damage.

In the event of delayed payment, the customer undertakes to reimburse the reminder and collection charges incurred by vita-life® to the extent required for asserting the respective legal rights.

6. Transfer of risk, delayed acceptance:

Goods shall always be shipped at the expense of the customer. In the absence of specific shipping instructions of the customer, vita-life® shall ship the goods in the best way as it deems appropriate. If vita-life® dispatches the goods to the customer, the risk of loss of or damage to the goods shall pass to the customer when he or a third party indicated by the customer and other than the carrier has acquired the physical possession of the goods. However, the risk shall pass to the customer upon delivery to the carrier if the carrier was commissioned by the customer to carry the goods and that choice was not offered by vita-life®. Unless the customer takes over the goods as agreed, vita-life® shall be entitled to withdraw from the contract after having granted an adequate period of grace of at least 14 days. vita-life® shall furthermore be entitled to insist on performance of the contract, while in such case the customer shall be obligated to bear the costs of again delivering the goods in the customary amount.

7. Setting off, retention, assignment of claim:

The customer shall have the right of offsetting only if his counterclaims have been legally

ascertained or acknowledged by vita-life®. The customer shall be authorized to exercise the right of retention only to the extent as his counter-claim is based on the same contract. If goods are delivered under retention of title, the customer already now assigns to us his claims towards third parties, if such claims arise by selling the goods, up to the final payment of the claims. Claims against vita-life® shall not be assigned to third parties.

8. Retention of title:

Notwithstanding previous transfer of risk, the delivered goods remain in the ownership of vita-life® until all liabilities of the customer under the purchase contract have been met in full. As long as the goods remain in the ownership of vita-life®, the customer shall not be entitled to place a lien on the delivered goods to third parties or assign them as security. The customer shall bear the full risk for products delivered with retention of title, in particular for destruction, loss, or deterioration. If the property of vita-life® is jeopardized by third parties, the customer shall immediately notify vita-life®.

9. Warranty:

The customer shall inspect the delivered goods immediately after their receipt. Complaints of incomplete delivery or defects discovered shall be made in writing immediately after receipt of the individual deliveries, otherwise the delivery shall be deemed accepted without reservations and relevant claims of warranty and damages shall be waived. The type and scope of defects shall be described in a manner that allows vita-life® to clearly identify the reason for the complaint. Insignificant defects shall not entitle the customer to reject the delivered goods. The customer undertakes to temporarily store the rejected goods. Moreover, vita-life® shall be liable for defective deliveries by exclusion of any further claims as follows: All parts shall be repaired or re-delivered free-of-charge, as vita-life® chooses, which within twenty-four months as of the delivery date become unusable and/or whose usability has been substantially impaired demonstrably due to circumstances occurring before transfer of risk, in particular such of faulty design, poor quality of materials or defective workmanship. Natural wear and tear, improper handling, excessive use, negligence and changes made without approval by vita-life® shall exclude any liability. Warranty claims shall be accepted only if reported in writing to vita-life® without delay after defects have been identified. Such parts shall be sent to vita-life® with freight prepaid. If replacement goods are delivered or a credit note is granted, the title to the replaced unit shall pass to vita-life®. Any further compensation of damage shall be expressly excluded – except for cases of gross negligence or intent. In particular, vita-life® shall not be liable for consequential damage from defects and/or damage not occurring at the object of delivery as such. To the extent that the liability of vita-life® is excluded or restricted, this shall apply equally to the personal liability of employees, agents or sub-contractors.

10. Data protection:

The customer has been instructed in detail about the type, scope, place and purpose of collecting, processing and utilisation of personal data required for executing purchase orders, logging in to e-mail notification services and transmission by the vita-life® group of companies. The customer expressly agrees to the collection, processing and utilisation of personal data. vita-life® shall be entitled to save the IP addresses of customers to give proof of online orders. The customer undertakes to inform vita-life® of changes of the residential and/or business address as long as the legal transaction has not been performed fully by both parties. Unless such information is given, statements shall be considered received if sent to the address last announced.

11. Topicality of terms and conditions:

All above statements shall be valid as of the purchase order date. No legal obligation shall arise to vita-life® for previous versions of the General Terms and Conditions (such as contained in the cache of your computer).

12. General provisions, place of performance, legal venue:

The legal invalidity of parts of these General Terms and Conditions shall not affect the validity of the remaining provisions. The law of the country in which the purchase order has been received shall be exclusively applicable. The competences of the Trading & Support Center are described at the beginning of the GTC. Applicability of the UN Convention on Contracts for the International Sale of Goods shall be expressly excluded. The contract language shall be German. The place of performance for delivery and payment shall solely be the seat of the above-mentioned Trading & Support Center in charge. If the matter is not a consumer transaction, the competent court at the registered office of vita-life® shall have exclusive jurisdiction for deciding all disputes resulting from the business relationship.

Assignment of any and all warranty and guarantee claims arising from this Contract shall be expressly excluded.

Information concerning the exercise of the right of withdrawal

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise the right of withdrawal, you must inform us (VITA LIFE HandelsgmbH, A-9536 St. Egyden bei Velden am Wörthersee; Tel. +43 4274 4499; Fax +43 4274 4499 44; Email tsc-europe@vita-life.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Financed transactions

If you have financed this contract by means of a loan/lease and if you cancel the purchase agreement financed in this way, you shall no longer be bound by the finance agreement either if both contracts form a single commercial unit. This applies to the case where we are simultaneously your loan/lease provider or where your loan/lease provider is working in cooperation with us with respect to the finance provided.

End of explanation of cancellation rights.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

You will have to bear the direct cost of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

Withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

To VITA LIFE HandelsgmbH, A-9536 St. Egyden bei Velden am Wörthersee; Tel. +43 4274 4499; Fax +43 4274 4499 44; E-Mail tsc-europe@vita-life.com

- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*):

.....

- Ordered on (*)/received on (*):

.....

- Name of customer(s):

.....

- Address of customer(s):

.....

- Date, Signature of consumer(s)
(only if this form is notified on paper)

.....

(*) delete as appropriate.