



General Terms and Conditions for the sale of software products (GTC) of amaZervice GmbH and for the use of the online software Amainvoice (<https://amainvoice.de>)

Provider:

amaZervice GmbH
CEO: Andreas Honisch
Im Öschle 6
87499 Wildpoldsried / Germany
Phone +49 8304 999900-0
Fax +49 8304 999900-9
Email: info@amazervice.de
Internet: <https://amazervice.de>, <https://amainvoice.de>
Registered at the Kempten District Court HRB 10831

1. General, definitions of terms

- 1.1. The Amainvoice program is owned and exclusively distributed by amaZervice GmbH, based in Wildpoldsried.
- 1.2. AmaZervice GmbH, based in Wildpoldsried (Allgäu), is hereinafter referred to as the provider. The retailer who uses the software online via the Internet is hereinafter referred to as the user. Customers are the recipients of invoices and cancellation invoices to whom the user sells goods or services. AGB stands as an abbreviation for these general terms and conditions for the sale of software products.
- 1.3. For the current and future transfer and use of the online software Amainvoice (hereinafter Amainvoice), the following general terms and conditions for the sale of software products apply between the provider and the user.

2. Scope of application

- 2.1. These terms and conditions apply to the entire contractual relationship between provider and user for the current and future use of Amainvoice, for updates, additions to this software and auxiliary programs, unless another written agreement has been made between the provider and user.
- 2.2. These terms and conditions only apply to users who are not consumers within the meaning of Section 13 of the German Civil Code (BGB). This offer is aimed exclusively at traders (including small businesses), entrepreneurs and companies.
- 2.3. These terms and conditions also apply to the use of demo and test versions that the provider makes available to the user.
- 2.4. The scope of these terms and conditions can be unilaterally extended by the provider to other software products and software supplements at any time. This extension must be communicated to the user in writing; a notification by e-mail counts as a written notification. The user can object to this extension within 14 days of becoming aware of it. In the event of an objection, the user does not have the right to use the extensions or to make them available to third parties. Ongoing updates from Amainvoice are not considered an extension.
- 2.5. The contract between the user and the provider is concluded when the user registers.

3. Scope of services of the provider

- 3.1. The provider offers the user the online software Amainvoice, which can be accessed via the Internet (at <https://amainvoice.de> and subdomains). The user can only use this software via the Internet.
- 3.2. Amainvoice is an order data processing in which the current sales and article data of the user for his Amazon sales are automatically imported, saved and processed via an interface to Amazon (MWS-API).
- 3.3. With the help of Amainvoice, the user can automatically create invoices, cancellation invoices, monthly outgoing invoice books, VAT turnover lists, OSS notification lists, transfer lists, Intrastat and statements of Amazon payments for all sales that he transacts via the Internet sales platform Amazon, and download them and print it out. He can also email the invoices and cancellation invoices to his customers as PDF documents or transfer them directly to Amazon by using Amazon's VAT calculation service. In this case, the provider assumes no liability for the proper delivery of the documents to the customer or the uploading of the invoices to Amazon.
- 3.4. The user is responsible for checking whether invoices and cancellation invoices have been sent properly.
- 3.5. All invoices, cancellation invoices, settlements, VAT turnover lists, OSS registration lists, Intrastat and transfer lists are displayed in overviews. In these overviews, all receipts can be displayed in detail, downloaded, sent by email (if available) and printed out.
- 3.6. The exact scope of services of Amainvoice is listed in point 5 of these terms and conditions.
- 3.7. All important program functions and their use are explained to the user in detail and understandably within the program via video help or themed tours. A comprehensive online help portal is available for the user at <https://amazervice.zendesk.com/hc/de>. For questions and problems that cannot be clarified in this way, the provider provides a free hotline (Tel.: +49 8304 9999000) at the following times:

Monday to Friday from 09:00 to 17:00. The free hotline is not available outside of these times, on Saturdays, Sundays and public holidays.

4. The user's duty to cooperate

- 4.1. When registering to use Amainvoice, the user undertakes to provide only complete and truthful information about himself, his company (sole proprietorship or partnership) or in the case of a legal entity (e.g. corporation, AG, GmbH, UG, etc.) to make the company represented by him and to keep this information up to date.
- 4.2. The user undertakes not to misuse the possibilities of Amainvoice. This applies in particular to the creation of incorrect or faulty invoices and cancellation invoices and their sending by email.
- 4.3. The user is solely responsible for the content of all documents created for the user.
- 4.4. In order to prevent access to the software by unauthorized third parties, the access data (login, user name and password) for using Amainvoice must be handled carefully and carefully by the user and kept secret.
- 4.5. Because of data protection, the user is obliged to inform his customers before concluding a purchase contract that he will transmit the customer data to the provider as part of the external order data processing.

5. Costs, fees, scope of services

- 5.1. The registration for the 14-day test version of Amainvoice and its use for the test period of a maximum of 14 days is free of charge.
- 5.2. For the use of Amainvoice after the trial version has expired, the user will be charged fees by the provider. The prices are based on a separate price list, which can be accessed on the website amainvoice.de/preisliste.

5.3. Scope of services:

Daily, fully automatic creation of all invoices for Amazon sales and all cancellation invoices for returns and complaints. All receipts meet the requirements of a proper invoice or cancellation invoice within the meaning of Section 14 (4) of the VAT Act.

Optional: Daily, fully automated sending of all invoices and cancellation invoices to the customer (buyer) by email.
Uploading the invoices to Amazon when using Amazon's VAT calculation service.

The possibility of manual cancellation invoice creation, creation of a delivery note per invoice, creation of shipping labels.

Automatic shipping confirmation and export of shipping information from Direct Shipping to Amazon (FBM).

The invoices and cancellation invoices are displayed in an overview.

There they can be displayed in detail, downloaded, exported, printed out, uploaded to Amazon and sent by e-mail as often as you like.

At the end of the month, an outgoing invoice book is available for printing as a PDF file and CSV file.

Fully automatic creation of a detailed and bookkeeping-ready billing of the 14-day Amazon payment including a differentiated overview of all relevant VAT amounts and all Amazon fees incurred in the billing period (basic fees and fees per order).

When creating the payout statement for the 14-day Amazon payout, it is possible to print out all the invoices and cancellation invoices listed together with the statement in the correct order. Substitute receipts for these statements are also made available.

Monthly creation of VAT sales lists in an overview with a detailed presentation of the sales per storage or destination country in which the delivery threshold was exceeded or the delivery threshold was waived.

There they can be displayed in detail, downloaded, printed out and sent by e-mail as often as you like.

Creation of movement lists, Intrastat declaration lists and proforma invoices for intra-Community goods traffic when using PAN-EU.
Quarterly creation of OSS notification lists as PDF files and CSV files.

Export of revenue data, settlements and shipments of goods as a posting batch to accounting systems.

5.4. Cost - All prices are plus statutory VAT from currently 19%.

The fees only apply from the day of the fee-based booking of the program. For this purpose, a booking confirmation is sent to the user by e-mail, which shows the exact date. No fees are charged for invoices, cancellation invoices or billings that are created within the scope of the trial version for the period before the first chargeable use of Amainvoice (compare to the 60-day retrospective period in the 14-day trial version).

Fees incurred in the past, e.g. when using a module of the software Amainvoice, which has a higher or lower monthly basic price, can be recalculated by the provider at any time over the entire period.

5.5. Payment: The payment of the monthly Fee plus booked modules is due three months in advance within the first ten days of the respective month of using Amainvoice. This also applies when using Amainvoice for the first time. A monthly payment is possible after consultation with the provider.

The fee invoice is created on the day of the booking of a month and sent to the user promptly by email.

All fees are due without deduction by SEPA direct debit or bank transfer to the provider's account. Fees for payments (SEPA bank direct debit, bank transfer, international transfer) are borne by the client (fee regulation 'our'). Other forms of payment have not been agreed and will not be accepted.

5.6. Delay: If a timely payment has not been made within the payment period of ten days, the user is in default of payment without the need for a further request for payment. The provider can block the user's online access after a further ten days and only release it again when all outstanding fees plus a reasonable advance payment have been paid by the user. A request for payment is deemed to have been delivered if it was sent by simple email.

5.7. Termination: In the event of repeated default in payment, the provider can terminate the user contract with the user for good cause without notice. The user is then entitled to the data records that have been processed and made available in the period he has paid for. In this case, the user has no further claims of any kind and in particular claims for damages.

5.8. Offsetting: The user can only offset the claims of the provider with uncontested or legally binding claims. The same applies to the assertion of a right of retention as well as the objection within the meaning of §§ 438 Paragraph 4 and 634a Paragraph 4 BGB.

6. End of the contract, termination

6.1. The contract for the use of a demo or test version is free of charge and can be terminated by the user with immediate effect at any time within the test period of a maximum of 14 days. The termination must be made in writing; termination by email is deemed to be written termination.

6.2. The contract for the use of a paid version can be terminated by either side at the end of the current month. The termination must be made in writing; termination by email is deemed to be written termination.

6.3. Termination without notice for an important reason remains unaffected.

6.4. Details on termination due to default in payment can be found in section 5.2. of these terms and conditions.

7. Liability of the provider

7.1. The provider is not liable for the VAT and legal correctness of the invoices, cancellation invoices, settlements, VAT turnover lists, outgoing invoice ledgers, OSS registration lists, Intrastat and shipment lists. We expressly point out the user's obligation to cooperate in point 4 of these General Terms and Conditions.

7.2. The provider is not liable for compliance with the commercial and tax-related retention requirements for invoices and cancellation invoices within the meaning of §§ 238, 257 HGB and 417 AO.

7.3. The provider saves all data and documents of the user and creates data backups at regular intervals within the framework of an economic reasonableness. However, the provider is not liable for the storage of all data and documents of the user.

7.4. The user can access Amainvoice via their own internet access. For this reason, the provider does not guarantee the availability of Amainvoice over the Internet, unless it can be shown to be responsible for the cause of the non-availability. The provider guarantees an availability of Amainvoice of 98%, calculated per calendar year. If the user is of the opinion that he has more than 2% downtime when using Amainvoice due to reasons for which the provider is responsible, he must provide concrete evidence of this downtime and the damage it caused.

7.5. For damages due to errors in Amainvoice, in particular loss of data, the provider is only liable for compensation if his employees or vicarious agents can be shown to be guilty of gross negligence or intent. This limitation of liability does not apply to claims for damages resulting from the Product Liability Act due to injury to life, limb or health or in cases in which this exemption would restrict essential rights and obligations arising from the nature of the contract that the purpose of the contract would be jeopardized. Otherwise, the provider's liability is limited to the amount of the foreseeable damage and a maximum of € 1,000. Furthermore, the provider assumes no liability for any other damage, in particular consequential damage, indirect damage or for lost profits.

7.6. The provider is not liable for damage caused by incorrect data from Amazon or defective or incorrect data transmission from Amazon (via the MWS API interface).

7.7. The provider has to remedy disruptions of Amainvoice immediately within the scope of the technical and operational possibilities. The user is obliged to notify the provider immediately of any disruptions that are recognizable to him. If the disruption is not remedied within a reasonable period of time, the user must set the provider a reasonable grace period. If the disruption is not remedied within this grace period, the user is entitled to compensation for the damage incurred within the scope of item 7.5.

8. Data protection

8.1. For all information in connection with the handling of user data, we refer to the separate [data protection declaration](#).

9. Changes, final provision

9.1. Changes or additions to these terms and conditions will be announced within the Amainvoice interface / Amainvoice news. Furthermore, every user receives a notification of the changes or additions by email. There are no further information or notifications. The changes or additions to the General Terms and Conditions become effective and are considered accepted by the user if he does not object within 14 days of submitting the change or addendum. The objection must be made in writing, it can be sent as an email.

9.2. If individual provisions of these terms and conditions are or become invalid, all other points remain valid.

9.3. The law of the Federal Republic of Germany. The UN sales law does not apply.

9.4. The place of jurisdiction is Kempten im Allgäu.

Status: 01/02/2022