



Terms and conditions for Japan Koi Service Europe MR GmbH

1. Applicability and Scope

Our general terms and conditions apply to all transactions with Japan Koi Service Europe MR GmbH following JKSE. They are part of the contract for all transactions between JKSE and the customer. These conditions are accepted by the customer unless an objection is expressly and immediately lodged. When an order is placed in writing, online or by telephone (WhatsApp), our terms and conditions automatically come into force. If certain conditions become ineffective, the rest remain fully effective. These general terms and conditions apply to the area of the Federal Republic of Germany and the other EU countries.

2. Offers / essential characteristics of the goods

All offers are non-binding. This also applies to prices in the section Koi for sale or fish from Japan (import) or our WhatsApp chats. Price changes are permitted in the event of price increases by sub-suppliers and price errors. The essential features of the goods and/or service can be found in the respective offer. Animals are marked with "WYSIWIG" (What you see is what you get) which correspond to the animal shown in the photo. If this information is missing, this is just an example photo from Japan or the Eckental facility.

3. Orders

B2B orders can be placed by fax, post, telephone or online. Force majeure and circumstances for which JKSE is not responsible release us from the delivery obligation. No liability is assumed for any delivery bottlenecks that may occur. We expressly reserve the right to errors in price, size, fin defects, changes in skin and gender as well as prior sale. The purchase contract is concluded with the order and delivery of the koi or goods. The prices do not include the statutory value-added tax, plus any freight costs and commissions incurred for import. The prices valid at the time of the order apply. The prices of our koi or goods are based on the current price lists plus freight and any import fees that may be due.

4. Delivery

In general, all orders must be in writing. The delivery takes place after the order has been received, full payment and in the order in which the orders were received. The delivery takes place in advance or on account. All transport and additional transport costs are at the expense of the customer with a guarantee of live arrival at Koi. Koi deliveries are made exclusively for the welfare of the animal by early service overnight. The costs can be found in our price list or on request. We ask you to inquire about the current freight costs before delivery. In any case, we only charge the freight costs incurred plus packaging costs. All additional transport costs, such as insurance, export, import or other permits and certifications are at the expense of the customer. Furthermore, the customer has to bear all kinds of duties, taxes, customs duties and fees abroad. When delivering live fish, we calculate the freight costs incurred, these include the early delivery surcharge. Live koi are dispatched from the facility on Mondays, Tuesdays, Wednesdays and Thursdays, but this can be postponed due to climatic conditions. The customer must guarantee acceptance on the following morning. For imports from Japan, the next possible flight to the appropriate airport will be assigned. The delivery period is usually 10 days (import 30 days) after receipt of the written order. The delivery period will be extended if JKSE is prevented from delivering due to force majeure. Equal to force majeure are unforeseeable circumstances for which JKSE is not responsible, which make delivery unreasonably difficult or even impossible for JKSE, such as the koi becoming ill, injured or even dead. Delays in delivery or incorrect deliveries by the intended suppliers, official measures, strikes, major operational disruptions,

such as the destruction of the company as a whole or important departments, delays in collection and delivery due to traffic conditions, pandemic regulations. Claims for damages by the customer are not permitted.

Note the following points!

The living arrival guarantee only applies if the following points have been observed: Check the delivery address you have given. We will not be held responsible if the package cannot be delivered due to an incorrect address provided by you. If you want to change a delivery address before shipping the order, please call us (+49(0)176-45685836) We cannot guarantee timely changes by email.

Delayed delivery

If a delivery is delivered late by the delivery service, the possibility of acceptance must still be guaranteed. Wet or damaged packages must also be accepted in any case. In principle, a complaint is only possible if the shipment has been accepted.

Unsuccessful delivery

In the event of unsuccessful delivery due to the recipient not being present, please contact GO! directly at the following number: 0800 / 859 99 99 (free service number from the landline). You can find the tracking number on the card in the mailbox. Have this ready and inform the friendly clerk on the phone about the situation and discuss whether the package can either be delivered again or inquire about alternatives, such as picking it up at a branch of the delivery agent. If you get stuck or need help, you can of course contact us. The resulting additional costs must be borne by the customer.

Prevented on delivery

We always include your phone number, but you can't always rely on the couriers to call you. If you are suddenly unable to make the delivery, leave a note for the driver about an alternative delivery option.

5. Koi Guarantee / Disclaimer

The delivery of live Koi, free from externally recognizable signs of disease, is guaranteed. The warranty for illnesses etc. occurring later is excluded. By D.O.A (Dead on Arrival) we mean Koi that are dead in the shipping box on arrival. These koi can then be claimed. To do this, send an e-mail IMMEDIATELY upon arrival telling us which and how many fish are involved. Basically you have to provide us with a photo (digital) of the dead koi in order to make a claim. Please put the dead fish on ice until we have made a decision. These complaints will be assessed by JKSE and reimbursed if necessary. Complaints that are received later will be rejected. In the event of a complaint, only compensation based on the value of the fish(es) will be granted. Freight costs and commissions are out of the question for the replacement and are therefore always at the expense and risk of the customer. JKSE reserves the right to inspect the dead fish, as cases of fraud have already occurred. If there are any questions, a clearly recognizable photo of the dead koi must be presented. We only accept photos that include a severed fin. Our D.O.A policy applies to the shipping time of the fish from the Eckental facility. However, a maximum of 24 hours from the time of packaging. If the fish are transported by yourself, our D.O.A warranty obligation does not apply. We guarantee D.O.A from 10% of the failure of the delivered animals. A negative KHV/CEV result on our part does not 100% rule out the possibility of individual cases occurring. In this case, each customer is responsible for himself, so that a quarantine of at least 6 weeks is recommended. There is no legal claim! The current KHV receipts are available on request. Socializing new fish without proper quarantine procedures can lead to an outbreak of bacterial infection, parasitic infestations or KHV. The delivered fish are to be kept in a separate tank with the buyer for at least 4-6 weeks. The water temperature should be maintained at a constant 16 to 24 degrees Celsius. The buyer has to carry out a KHV/CEV-PCR examination of the koi by a licensed veterinarian at his own expense and Retain test results for documentation. If the animals are passed on, the buyer is obliged to have the animals subjected to a KHV-PCR examination by a third party at his own expense within the period of the material defect. A handover may only take place after unobjectionable test results. All costs incurred here are to be borne by yourself. For fish which remain in the facility of JKSE after agreement, the animals remain at the risk of the buyer. In the event of damage, JKSE cannot assume any liability that goes beyond the usual level of care. The resulting costs for the whereabouts of the animals will be calculated individually and agreed in writing. If the agreed time is exceeded without feedback from the customer, we reserve the right to charge €500 for delay for each week started. We reserve the right not to deliver if the goods are not available or if the koi are sick or dead. Payments already made will be refunded. For fish that are imported and taken over directly by the customer, JKSE enters into the warranty obligation (DOA) as

soon as more than 10% of the animals received have died during the freight period. Sizes are in centimeters and are measured from the tip of the head to the tip of the tail. However, the sizes can vary and are not binding. A complaint will therefore not be accepted.

5.1. No refunds, credits or compensation will be given on any self-selected fish / personally selected fish. For defects on the animal overlooked by the customer such as missing eyes, Hikui, missing fins or similar. we are not liable.

5.2. JKSE accepts no liability for missing scales, paint or damage caused by transport.

5.3. JKSE assumes no liability for illnesses/failures/damage occurring in the system by the customer.

5.4 Guarantee for koi / disclaimer for direct imports from Japan

The delivery of live Koi, free from externally recognizable signs of disease, is guaranteed. The warranty for illnesses etc. occurring later is excluded. By D.O.A (Dead on Arrival) we mean Koi that are dead in the shipping box on arrival. These koi can then be claimed. To do this, send an e-mail IMMEDIATELY upon arrival telling us which and how many fish are involved. Basically you have to provide us with a photo (digital) of the dead koi in order to make a claim. These complaints will be assessed by JKSE and reimbursed if necessary. Complaints that are received later will be rejected. In the event of a complaint, only compensation based on the value of the fish(es) will be granted. Freight costs and commissions are out of the question for the replacement and are therefore always at the expense and risk of the customer. JKSE reserves the right to inspect the dead fish, as cases of fraud have already occurred. Please put the dead fish on ice until we have made a decision. If there are any questions, a photo of the dead koi clearly recognizable by cutting off a fin must be sent. Our D.O.A policy applies to fish shipping time from Japan. However, a maximum of 6 hours after the animals have been handed over at Frankfurt Airport. If the fish are transported by yourself, our D.O.A warranty obligation does not apply. We only guarantee D.O.A from 10% failure of the ordered animals. A negative health certificate on our part does not 100% rule out the possibility of individual cases occurring. In this case, each customer is responsible for himself, so that a quarantine of at least 6 weeks is recommended. There is no legal claim! The current KHV/CEV receipts are available on request. Socializing new fish without proper quarantine procedures can lead to an outbreak of bacterial infection, parasitic infestations or KHV/CEV. The delivered fish are to be kept in a separate tank with the buyer for at least 4-6 weeks. The water temperature should be maintained at a constant 16 to 24 degrees Celsius. The buyer has to carry out a KHV/CEV-PCR examination of the koi by a licensed veterinarian at his own expense and keep the examination results for documentation. If the animals are passed on, the buyer is obliged to have the animals subjected to a KHV-PCR examination by a third party at his own expense within the period of the material defect. A handover may only take place after unobjectionable test results. All costs incurred here are to be borne by yourself. For fish that remain in Japan as azukari (customer fish in Japan), the animals remain at the risk of the buyer. In the event of damage, no liability can be accepted by JKSE. The resulting costs for the whereabouts of the animals will be calculated individually and agreed in writing. If the agreed time is exceeded without feedback from the customer, we reserve the right to charge €500 for delay for each week started. We reserve the right not to deliver if the goods are not available or if the koi are sick or dead. Payments already made will be refunded

5.5 No refunds, credits or compensation will be given on any fish selected in Japan / personally selected fish. For defects on the animal overlooked by the customer such as missing eyes, Hikui, missing fins or similar. we are not liable.

5.6 JKSE accepts no liability for missing scales, fins, eyes, colour, sex or damage caused by transport.

6. General exclusion for direct imports from Japan

6.1. In general, all orders must be placed at least 14 days before the import date. For changes/orders that are not communicated 14 days in advance, the animals will be booked on the aircraft at your expense and without the possibility of cancellation.

6.2. From the end of June we will stop shipping from Japan due to high temperatures.

6.3. Sizes are in centimeters and are measured from the tip of the head to the tip of the tail. However, the sizes can vary and are not binding. A complaint will therefore not be accepted.

6.4. All mix boxes shown are to the best of our knowledge and may vary in size/gender or quality during the season. If the mix box (NO WYSIWYG) differs from the example photo on arrival, this is no reason for complaint. Excluded from the complaint are animals packed by the breeder with missing or defective scales. Since the animals can develop a negative color development after purchase, we are not liable for color loss/changes/curvatures/tumors.

7. Prices for import and installation in Eckental

7.1 Unless expressly agreed otherwise, the prices quoted are either in yen or euros as quoted, excluding shipping costs, - excluding packaging costs - excluding VAT,

7.2. Prices from Japan are in Japanese Yen before 10% commission or other charges.

7.3. Prices may be in yen or euros in the WhatsApp broadcast.

7.4. Prices in other currencies, for example on the partner website www.Japankoiservice.com, are correct at the time of publication but may vary due to currency fluctuations.

7.5. We reserve the right to charge an additional back-bill if the Cost of the products or a transport increase or as a result of currency fluctuations of the yen against the euro.

7.6. We reserve the right to charge for any additional costs involved.

7.7. A packaging fee of 1750 yen per carton will be charged upon import. For transports to Eckental, 25 euros per carton will be charged. An outer packaging for the customer for 15 euros per box.

7.8. The freight costs of the airline are available on request.

7.9. The fuel surcharge is added to the freight rate per kg. This varies by airline.

7.10. The fee for handling at Frankfurt Airport is € 20 per box.

7.11. Freight and other fees/prices may change during the season. This information is available upon request.

7.12. For destinations other than Amsterdam or Frankfurt, all costs such as forwarding, customs clearance, taxes and other costs must be paid by the recipient. The D.O.A policy does not apply to delayed delivery due to a different airport choice.

7.13. Depending on the season and other circumstances, the amount of fish per box is subject to change without prior notice. The resulting additional costs must be borne by the customer.

7.14. The fees for a GO! Overnight shipments are available upon request.

8. Transport fish

8.1. We use Allfish for all imports. Temperature-controlled trucks/vans if required. If necessary, a heat/ice pack is also used for shipping.

8.2. Although we have the best possible connection to freight traffic and our agents do their best, there is always a possibility of force majeure. If this occurs, the customer will be informed immediately by JKSE.

8.3. The delivery times given by us are only guidelines. If the estimated delivery time is not met, there is no right to a refund. Exceeding an agreed delivery date does not entitle you to cancel the order or to receive any compensation

9. Force Majeure

Force majeure means: Official measures, power failure, war, data or communication failure, strike, fire, bankruptcy or other problems of JKSE MR GmbH, transport delays, plane crash or similar.

10. Guarantee and warranty for goods (no animals)

The guarantee takes place within the framework of the guarantee obligation of the sub-supplier. In the event of any warranty claims, the supplier's warranty conditions must be submitted with the original invoice. Any interventions or manipulations on devices automatically lead to the expiration of warranty claims. Natural wear and tear, inadequate storage or disregard of the operating instructions lead to the rejection of warranty claims

11. Complaints about goods (no animals)

Missing or defective goods must be reported to JKSE in writing within 1 day of receipt. After that, all claims are void. Defective goods must be reported to JKSE in writing and sent back carriage paid. The replacement delivery, provided that it is legal, will be made carriage paid by JKSE. It is expressly pointed out that the return of goods complained about can be requested for the purpose of preserving evidence. In the case of justified complaints, the buyer is only entitled to a reduction in the purchase price or a replacement delivery or a refund of the invoice amount if delivery from his own stock is no longer possible. Other claims, in particular claims for damages, are excluded. We reserve the right not to make a delivery if the goods are not available. Payments already made will be refunded. Perforation of the sacks is not a defect in the Nutramare feed sacks.

12. Retention of Title

All items, including the supplied koi, remain the property of JKSE until receipt of payment of all invoices by the customer.

13. Prices

The dealer prices do not include the currently applicable statutory value added tax. Information for imported animals can be given in yen or euros. A selection surcharge in the system is added to the stated fish price. Commissions for fish from Japan are 10% on the fish value.

14. Terms of Payment

The agreed invoice amount is due immediately upon receipt of the invoice without any deduction. Method of payment: Cash, invoice, payment in advance, PayPal (+ fees incurred). If 7 days are exceeded, the default occurs. From that moment on, you will owe 1% interest per month on the amount due, unless the statutory interest is higher, in which case the statutory interest on arrears will apply. All goods/animals delivered by us to you remain our property until all amounts owed by you have been paid in full.

15. Dunning procedure

All costs for necessary dunning procedures are borne by the debtor. Customers who do not meet their payment obligations will no longer be served and removed from the customer list.

16. Severability Clause

Should a provision in these terms and conditions be or become invalid, this shall not affect the validity of all other provisions or agreements. The incorrect provision is replaced by an effective agreement that comes as close as possible to the economic purpose of the incorrect provision.

17. Choice of law, place of performance, place of jurisdiction

17.1 German law applies. For consumers, this choice of law only applies insofar as the protection provided by mandatory provisions of the law of the state of the consumer's habitual residence is not withdrawn (principle of favourability).

17.2 The place of performance for all services arising from the business relationship with us and the place of jurisdiction is our registered office if you are not a consumer but a merchant, a legal entity under public law or a special fund under public law. The same applies if you do not have a general place of jurisdiction in Germany or the EU or if your domicile or habitual abode is not known at the time the action is filed. The authority to appeal to the court at another legal place of jurisdiction remains unaffected.

17.3 The provisions of the UN Sales Convention expressly do not apply

18. Liability

18.1. Our total liability for direct losses, on any legal basis whatsoever, shall not exceed EUR 5,000.

18.2. Our liability for direct damage, including lost profits, lost savings, loss due to business interruption or similar, is excluded.

18.3. The above exclusions and limitations of JKSE's liability do not apply if the damage was caused intentionally or through gross negligence.

18.4. For fish left in the facility of JKSE as well as azukarikoi (fish for breeding in Japan), the animals are left at the buyer's own risk.