**Intermediary contract**

between

Giliszen.com, represented by the two companies defined in the letterhead

 – hereinafter referred to as the Intermediary –

and

the customer, according to his personal customer information registered on Gliszen.com

**§ 1 Preamble**

The present commission contract regulates the cooperation of the contracting parties in the case of mediation orders. By placing an order on Gliszen.com, the customer has knowingly made a purchase intention, which is why this brokerage order comes into effect. Gliszen.com in its function as an intermediary will now execute this order on behalf of the customer.

**§2 Subject of the contract**

* 1. The customer is aware of the subject of his order placed on Gliszen.com.
	2. The subject of the order also includes the accompanying delivery and payment modalities to which he has agreed.
	3. By agreeing to the execution of this contract, he knowingly confirms the legal validity of the superior General Terms and Conditions of Gliszen.com.
	4. For end consumers, the following GTC applies: *General Terms and Conditions (GTC) for end consumers*

* 1. For B2B customers the following GTC applies: *General Terms and Conditions (GTC) for commercial customers (B2B)*

**§ 3 Distributors**

This Agreement shall apply to transactions with Gliszen.com itself, and shall also apply to transactions with Gliszen.com's distributors, unless otherwise agreed in writing in advance.

The rights of the customer remain unaffected in any case

**§ 4 Agency commission / settlement**

* 1. Customer agrees that Gliszen.com and or any of its distribution partners may charge a commission fee for the Service.
	2. The commission fee is an integral part of Customer's purchase price, and is therefore satisfied upon successful payment by Customer.

**§ 5 Applicable documents**

* 1. *General Terms and Conditions (GTC) for end consumers*

* 1. *General Terms and Conditions (GTC) for commercial customers (B2B)*

**§ 6 Place of Jurisdiction**

In accordance with the general terms and conditions, the following applies:

* 1. For end consumers
		1. The contractual relations between the Gliszen.com and the customer shall be governed by the law of the island state of Jamaica. Excluded from this choice of law are the mandatory consumer protection provisions of the country in which the customer has his habitual residence. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.
		2. The place of jurisdiction for all disputes arising from the contractual relationship between the customer and the provider is the registered office of the provider, provided that the customer is a merchant, a legal entity under public law or a special fund under public law.
		3. Should any provision of these GTC / of the contract be invalid, the validity of the remaining provisions shall not be affected thereby. The parties undertake to replace the invalid provision with a valid provision that comes as close as possible to the invalid provision
		4. There are various contact points for dispute resolution and mediation outside the courts. For example, the EU Commission has created an internet platform for online dispute resolution. The platform serves as a contact point for the out-of-court settlement of disputes concerning contractual obligations arising from online sales contracts. More information is available at the following link: <http://ec.europa.eu/consumers/odr> . We are neither obliged nor willing to participate in a dispute resolution procedure before a consumer arbitration board. With a focus on the satisfaction of our clientele, Gliszen.com firmly believes in resolving disagreements in direct dialogue with our customers.
	2. For commercial customers (B2B)
		1. If one or more provisions of these GTC should be or become invalid, the validity of the remaining provisions shall not be affected.
		2. Contracts between Gliszen.com and its customers shall be governed exclusively by the laws of Jamaica, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
		3. For merchants, legal entities under public law or special funds under public law, the place of jurisdiction for all disputes arising from or in connection with contracts between the company and the customers is the registered office of Gliszen.com.

**§ 7 Cancellation and withdrawal**

The right of withdrawal is available only to end users, whereas the right to terminate the contract is conditionally available to commercial customers as well.

Please read the general conditions in both cases according to our terms and conditions (GTCs).

**§ 8 Amendment of contract, severability clause**

This Agreement is supplemented by the overarching Terms and Conditions for End Consumers, if Customer is an End Consumer, or by the corresponding Terms and Conditions for Commercial Customers (B2B), if Customer is a Commercial Customer, and the accompanying Terms of Use for both.

No amendment or other modification of this Agreement shall be effective or binding on either party unless in writing and signed by both Gliszen.com and its customers.

Should any provision of these GTC / of the contract be invalid, the validity of the

remaining provisions shall not be affected thereby. The parties undertake to

replace the invalid provision with a valid provision that comes as close as possible

to the invalid provision.

**§ 9 legal conclusion**

This contract is legally valid and binding from the moment of the customer's order confirmation on Gliszen.com, and therefore it does not require any signature from either party.