

AGB'S - GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (GTC) are available in German and foreign language versions. The German version of the GTC takes precedence. The foreign language version serves information purposes only.

A. Exclusive application of these Terms and Conditions

The General Terms and Conditions of Promed GmbH [Lindenweg 11, D-82490 Farchant, Germany; in the following: the Vendor] shall apply to the business relations between the Vendor and the Purchaser in terms of the sale of goods by the Vendor. Deviating General Terms and Conditions of the Purchaser are not accepted unless the Vendor expressly agrees to their validity in writing. This shall also apply if the Purchaser provides a reconfirmation referring to its own terms and conditions of business and/or purchase.

B. Conclusion of the contract

The offers of the seller shall be subject to change and without commitment and shall be applicable while stocks last. The seller shall immediately confirm to the purchaser the receipt of the purchaser's purchase order by electronic means in accordance with § 312I para. 1 no. 3 BGB [German Civil Code] to the extent that the contract is not exclusively concluded by means of individual communication. This confirmation of receipt shall not yet constitute an acceptance. The purchase contract shall only be concluded when the purchaser receives a confirmation from the seller regarding the acceptance of the purchase order in writing or text form (also by electronic means).

C. Prices and quality

I. The prices stated on the offer at the time of the purchase order shall apply. The prices stated for the offer shall include the respectively valid German statutory VAT and other price components.

II. The prices stated shall not include the shipping costs. They will be individually calculated at the end of the ordering process and separately shown.

III. The prices stated shall not include the costs for the means of payment. If further costs are incurred for the method of payment chosen by the purchaser, they shall be individually calculated at the end of the ordering process and separately shown.

IV. Unless the purchaser is a commercial distributor, the terms additionally listed under clause "K." shall apply.

D. Payment, retention and offsetting

I. The seller basically offers the following payment types as method of payment: payment in advance by bank transfer, cash on delivery and Paypal. For each purchase order, the seller reserves the right not to offer certain payment types and to refer to other payment types.

II. The purchaser can only assert a right of retention to the extent that it is based on claims under the specific purchase contract.

III. The purchaser shall only be entitled to rights of retention if and to the extent that the purchaser's counterclaims have been legally bindingly ascertained or are uncontested or are acknowledged by the seller.

E. Deliveries, shipping and delivery times

I. All deliveries are made to the address specified in the order by the Purchaser. We reserve the right to make partial deliveries to Purchasers who are commercial intermediaries.

II. If a specific delivery period is indicated in the specific product offer, the delivery shall take place within this period. The start date of this period is the time of the receipt of the order by the Vendor. Without such a specific provision, the Vendor shall provide the delivery to the Purchaser without delay, or in any case within 30 days after conclusion of the contract.

III. According to Section 447 of the German Civil Code (BGB), the Purchaser bears the risk for the shipping of the object of purchase. The provisions of Sections 474-479, BGB remain unaffected.

F. Sending of invoices

I. The invoices can be sent by post or email at the discretion of the Vendor. The Purchaser agrees to the invoices being sent electronically. Electronic invoices are sent to the Purchaser by email in PDF format to the email address that was provided by the Purchaser for the purpose of receipt.

II. The Purchaser undertakes to create the technical conditions for being able to retrieve the invoice in accordance with the agreement. The Purchaser shall notify us immediately of any change in the email address designated for the electronic sending of invoices. Should a change in the designated email address be communicated incorrectly or not at all, and this culpably, the Purchaser shall provide compensation for the damages associated with the determination of the correct address.

III. The electronic invoice shall be considered to have been received upon receipt of the email to which the electronic invoice is attached.

IV. The Purchaser may revoke the consent to the electronic sending of invoices at any time in writing.

G. Retention of title

Until the complete settlement of all claims against the Purchaser arising from the respective order, the delivered goods shall remain the property of the Vendor.

H. Warranty and liability

I. The seller shall be liable for defects as to quality or title of the supplied articles under the applicable statutory stipulations, in particular §§ 434 et seqq. BGB. The period of limitation for statutory claims based on defects shall amount to two years and shall start upon the delivery of the goods.

II. In the case of slightly negligent violations of duty which do not constitute a defect, our liability for damages shall be excluded unless a material contractual duty is violated in slightly negligent manner. In all other respects, our liability for contractual and non-contractual claims for damages shall be limited to the compensation for typical and foreseeable damage – however, this shall not apply to the extent that the damage is based on grossly negligent or intentional behaviour. This shall also apply to any damage culpably caused by a legal representative or assistant. The above-mentioned limitations of liability shall not apply in the case of injury to life, body and health, in the case of defects after the assumption of a guarantee for the quality of the product and in the case of fraudulently concealed defects. The above-mentioned limitations in paragraph 2 shall also apply in favour of the legal representatives and vicarious agents of the Vendor, insofar as claims are made directly against them. The provisions of the German Product Liability Act remain unaffected by this provision.

I. Right of revocation of the purchaser

(the right of revocation shall not exist for commercial distributors)

I. Right of revocation

1. The purchaser shall have the right to revoke this contract within fourteen days without stating reasons.

2. Unless otherwise agreed by the parties, the right of revocation shall **not** exist in the case of the following contracts:

a) Contracts for the delivery of goods that are not pre-assembled and for the production of which an individual selection or specification by the consumer is authoritative or which are clearly tailored to the personal needs of the consumer.

b) In the case of contracts where the purchaser is a commercial distributor.

3. The right of revocation shall expire ahead of time in the case of the following contracts:

a) Contracts for the delivery of sealed goods which will be unsuitable for return for health protection or hygienic reasons if their sealing has been removed after the delivery.

b) Contracts for the delivery of goods if they are inseparably mixed with other goods after their delivery due to their quality.

II. Period of revocation

The period of revocation shall amount to fourteen days and shall start upon the conclusion of the contract on principle. In deviation from the above, the period of revocation in the case of distance selling contracts shall start on the day when the purchaser or a third party appointed by the purchaser that is not the carrier has taken possession of the goods but not before the seller has informed the purchaser in accordance with article 246a § 1 para. 2 sentence 1 number 1 or article 246b § 2 para. 1 of the Einführungsgesetz zum Bürgerlichen Gesetzbuch [Introductory Act to the German Civil Code]. The right of revocation shall expire at the latest 12 months and 14 days after the requirements for the commencement of the period under sentence 1 or sentence 2 1st half-sentence are given.

III. Declaration of the revocation

In order to exercise the right of revocation, the purchaser must inform the seller Promed GmbH, Lindenweg 11, 82490 Farchant, phone: 08821-9621-0; fax: 08821-9621-21; shop@promed.de of its decision to revoke the contract by means of a distinct declaration (e.g. a letter sent by post, fax or e-mail). For this purpose, the purchaser may use the specimen revocation form attached (which is also printed below and is available for download); however, the use of this form is not mandatory. It is again explicitly pointed to the fact that a purchaser that is a commercial distributor is not entitled to the right of revocation and that such purchaser therefore is not entitled to use the revocation form.

Specimen revocation form

(also available for download on our website www.promed.de)

If you wish to cancel the contract, please fill out this form and send it back. - To Promed GmbH, Bischofstr. 1, D-82490 Farchant, shop@promed.de, Fax: 08821-9621-21:

1/We (*) herewith revoke the contract concluded by me/us (*) regarding the purchase of the following goods (*)/ the performance of the following service (*)

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

Name of the consumer(s): _____

Address of the consumer(s): _____

Signature of the consumer(s) (only in the case of a notice in paper form)

Date _____ (*) Please delete where inapplicable

End of the specimen revocation form

IV. Consequences of the revocation

The seller shall immediately confirm to the purchaser the receipt of the revocation on a durable medium.

If the purchaser has revoked its declaration of intent in due time, the seller and the purchaser shall no longer be bound by their declarations of intent directed to the conclusion of the contract. In this case, the seller must repay to the purchaser all payments which the seller received from the seller including the delivery expenses (with exception of the additional costs which result from the purchaser choosing a type of delivery other than the most cost-efficient standard delivery offered by the seller) without delay and at the latest within fourteen days from the day when the seller received the notice regarding the revocation of this contract. The seller shall use the same means of payment for this repayment as the purchaser used for the original transaction unless expressly otherwise agreed with the purchaser; in no case shall any remuneration be charged to the purchaser due to such repayment. The seller may refuse the repayment until the seller has received the goods again or until the purchaser has furnished proof that the purchaser has returned the goods, whichever is earlier.

The purchaser must return or hand over the goods to Promed GmbH, Bischofstr. 1, D-82490 Farchant, without delay and in any case at the latest within fourteen days after the day when the purchaser informed the seller about the revocation of this contract. The period shall be deemed as adhered to if the purchaser sends the goods prior to expiry of the period of fourteen days.

The seller shall bear the costs of the return of the goods. For this purpose, please use the return form: www.promed.de/return.

It is again expressly pointed to the fact that a purchaser that is a commercial distributor shall not be entitled to the right of revocation and that such purchaser shall bear its own return charges unless the seller is obliged to bear the return charges by law or under an individual contract.

The purchaser must only pay for a possible loss of value of the goods if such loss of value is attributable to a handling of the goods that is not necessary for the examination of the quality, characteristics and functionality of the goods and if the seller informed the purchaser about the purchaser's right of revocation in accordance with article 246a § 1 para. 2 sentence 1 number 1 of the Introductory Act to the German Civil Code.

J. Data protection

With regard to the handling of personal data of the purchaser, the seller refers to its privacy statement, which is available and can be downloaded under <http://www.promed.de/privacy>

K. Deviating and supplementary conditions for the commercial intermediary

If the Purchaser is a commercial intermediary, the following conditions shall apply by way of deviation and in addition to the above regulations:

I. The prices stated shall be ex works and excluding packaging on principle. Any additional costs which may arise shall be separately stated within the framework of the order summary and shall be added to the price of the goods.

II. Orders with a value of less than EUR 30.00 shall be subject to a processing surcharge of EUR 5.00 which shall be separately stated on the order summary and shall be added to the price of the goods. From net order values of EUR 200.00 and above, we shall deliver free receiving station (only within the Federal Republic of Germany).

III. The payment by the Purchaser shall be made within 10 days of the date of the invoice with a 2% discount on the net value of goods (not on the costs of delivery and freight) and/or within 30 days of the date of the invoice. In the event of a direct debit within 10 days of the date of the invoice, the Vendor shall grant a 3% discount on the net value of the goods.

IV. Repairs by the Vendor which are not covered by statutory warranty rights and/or granted warranties, are payable immediately without any deduction.

V. If the Purchaser fails to pay on time, the Vendor may withdraw from the contract after a reasonable period of time and demand compensation for non-performance. The rights arising from the agreed retention of title remain unaffected. Without prejudice to any further claims for damages, the Vendor shall have the right to claim interest on arrears in accordance with Section 288 BGB in the event of default of payment.

VI. Sold goods can neither be taken back nor exchanged, in particular:

• Textiles, linen, fur, bedding and shoes are excluded from exchange. The acceptance of returns which have not been agreed may be declined.

For returns, we reserve the right to withhold a handling fee of 10% of the net value of goods which is to be paid.

VII. German law shall apply exclusively to contracts which are concluded between Vendor and Purchaser, excluding international private law and the provisions of the CISG.

VIII. If the Purchaser purchases a medical device within the meaning of Art. 2 No. 1 of Regulation (EU) 2017/745 (Medical Devices Regulation - MDR) and makes it available as a distributor on the European internal market, it is obliged to comply with the legal requirements of Art. 14 of Regulation (EU) 2017/745.

L. Severability clause

If individual provisions of these general terms and conditions are ineffective or if their effectiveness is limited, the validity of the other provisions of these general terms and conditions shall not be affected. The ineffective clauses or clauses with limited effectiveness shall then be replaced by the corresponding statutory provisions.

Validity of these general terms and conditions: Valid from 01.03.2023

The European Commission provides an online platform for dispute resolution which can be found at <http://ec.europa.eu/consumers/odr/> [external link]. Our email address is provided below and in our legal notice. We are neither obliged nor willing to partake in a dispute settlement procedure before a consumer arbitration body. We prefer to clarify your concerns in a direct discussion with you. Please contact us directly if you have any questions or concerns.

Promed GmbH Kosmetische Erzeugnisse

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D-82490 Farchant, Germany
Phone +49 (0)8821 / 96 21-0
Fax +49 (0)8821 / 96 21-21
www.promed.de
info@promed.de

Bank details:

Sparkasse Oberland
Bank code 703 510 30
Account no.1000 52 88

Swift/BICCode: BYLADEM1WHM

IBAN code: DE 55 7035 1030 0010 0052 88

All return shipments shall be addressed to:

Promed GmbH Kosmetische Erzeugnisse
Bischofstr. 1, D-82490 Farchant