

General Terms and Conditions of BIOCOM AG

§ 1 Scope of the conditions

The deliveries, services and offers of BIOCOM AG occur on the basis of these terms and conditions, unless the product-specific order forms contain other provisions. These terms and conditions also apply to all future business relations, even if they are not expressly stated again. The conditions valid at the time of the order apply. BIOCOM AG does not recognise any deviating terms and conditions of the Customer unless BIOCOM AG has expressly agreed to them in writing.

§ 2 Offer and Contract Formation

1) BIOCOM AG's online advertising does not contain any offers in the legal sense, but only an invitation to the customer to place an order. The customer may place his order online, by e-mail, letter or fax.

2) The contract is formed when BIOCOM AG receives the customer's order/contract offer, e.g. if the e-mail passes the interface of BIOCOM AG and is not revoked by the customer (in accordance with § 2 paragraph 3).

3) The customer can revoke his order/contract offer according to § 3 Distance Selling Act in connection with § 361 a German civil code within two weeks to

BIOCOM AG, Lützowstr. 33-36, 10785 Berlin
Telefon: 030-264921-0; Telefax: 030-264921-11
E-Mail: service@biocom.de

To meet the deadline it is sufficient to send the revocation in due time. After exercising the revocation, the customer must return the delivered goods to BIOCOM AG at the address indicated. The return is made at the expense and risk of BIOCOM AG.

§ 3 Prices, price changes

(1) The invoice will be issued on the basis of the prices valid at the time of ordering.

(2) The prices include the legal value added tax.

(3) Shipping costs are not included in the price.

§ 4 Delivery/Invoicing

(1) BIOCOM AG shall deliver the goods to the delivery address specified by the customer.

(2) The risk of accidental loss or accidental deterioration of the goods, even in the case of partial deliveries, passes to the customer upon dispatch of the goods. BIOCOM AG is entitled to withdraw from the contract or to claim damages for non-fulfilment if the customer does not accept the delivered goods and does not make use of the grace period of two weeks set by BIOCOM AG. Minor defects of the goods do not constitute grounds for the customer to refuse acceptance, notwithstanding any warranty claims.

§ 5 Termination

(1) The notice periods are specified in the product-specific order forms for the respective product. Unless otherwise stated, termination is possible at any time.

(2) Products damaged by the customer will no longer be accepted for return.

§ 6 Payment

The customer has the option to pay by direct debit or by invoice (payable within 14 days without deductions). The direct debit can be revoked at any time. A short written notification to BIOCOM AG is sufficient.

§ 7 Retention of title

The delivered products remain the property of BIOCOM AG until full payment has been made.

§ 8 Warranty and liability

(1) Any defects in the ordered product shall be communicated to BIOCOM AG in writing immediately upon receipt, but at the latest within one week of delivery. The defective delivery items shall be kept ready for inspection by BIOCOM AG in the condition in which they are at the time the defect is discovered. If BIOCOM AG is responsible for the defect, BIOCOM AG shall effect subsequent performance.

(2) Claims for damages arising from positive breach of obligations, from culpa in contrahendo or from tort are excluded against both BIOCOM AG and its vicarious agents unless the damage was caused intentionally or by gross negligence.

(3) Liability for other damages incurred to the Customer as a result of BIOCOM AG's default, impossibility of performance for which BIOCOM AG is responsible, or breach of an obligation, compliance with which is of particular importance for achieving the purpose of the contract, shall be limited to such damages that are typical and foreseeable due to the contractual use of the goods.

(4) Any further liability, in particular for damages which have not occurred to the goods themselves, for lost profit or other financial losses of the purchaser are excluded.

§ 9 Intellectual property

BIOCOM AG holds the copyright as well as all publishing rights to the delivered products. Commercial further use and reproduction of the texts and photos are prohibited. This applies to all products and the entire Internet presence of BIOCOM AG with the exception of the press releases published on the websites.

§ 10 Photo, video and audio recordings

At events, photo, video and audio recordings will be made. As a participant of our events you agree to the later use of the recordings also for advertising and marketing purposes.

§ 11 Closing provisions

(1) In the event that a provision is or becomes null and void, the remaining provisions shall remain in force.

(2) Place of fulfilment is Berlin.

(3) For all disputes arising from the business relationship between BIOCOM AG and its customers, if the customer is a registered trader, a legal entity under public law or a special fund under public law, legal action shall be brought before the court having jurisdiction for BIOCOM AG's headquarters. BIOCOM AG shall also be entitled to sue at the Customer's headquarters.

(4) If the customer is domiciled or habitually resident abroad, Berlin shall be the place of jurisdiction for all claims in connected with the order.

(5) German law shall apply exclusively. The UN Convention on Contracts for the International Sale of Goods shall be excluded, even if the order is placed from abroad or if the goods are delivered abroad.

Effective 11.07.2019