

## General Terms and Conditions

### 1. Scope and area of application

Our online shop is exclusively for business customers. In addition to verification of your status as a business entity in the course of the order process, we are entitled to demand evidence of your status as a business entity in the form of suitable and up-to-date documents, e.g. an extract from the commercial register or a business registration certificate. These GTC shall also apply to future business relationships without us having to refer to them again. If the business customer uses conflicting or supplementary general terms and conditions, their validity is hereby explicitly rejected; they become part of a contract only if we have expressly agreed to them.

### 2. Contractual partners, conclusion of contract, correction options

The purchase contract will be concluded with:

Medicos Kosmetik GmbH & Co. KG.

By placing the products in the online shop, we make a binding offer to conclude a contract for these items. You can initially place our products in the shopping cart without obligation and correct your input at any time before submitting your binding order, by using the correction tools by using the correction tools embedded in the order process. The contract is concluded if and when you accept the offer for the goods in the shopping cart by clicking on the order button. Immediately after submitting the order, you will receive a confirmation by email.

### 3. Contract language, contract text storage

The language(s) available for conclusion of the contract: English  
We store the text of the contract and send you the order data and our general terms and conditions in text form. For security reasons, the text of the contract is no longer accessible via the internet.

### 4. Terms of delivery

In addition to the stated product prices, shipping costs may be incurred. Details about any shipping costs are provided in the offers.

#### 4.1 Shipping costs

Standard shipping is free of charge for orders amounting to € 51 (fifty-one euros) or more.

#### 4.2 Shipping options

We dispatch the products to the delivery address specified in the order process. We deliver goods only via shipment. Self-pickup is not possible. We do not deliver to packing stations.

### 5. Payment

#### 5.1 Prices

The prices stated at the time of order placement apply. These are total prices. We do not charge value-added tax.

#### 5.2 Due date and default of payment

The price payment is due upon conclusion of the contract, unless a later date is specified in the following terms of payment.

In the event of default of payment, we reserve the right to charge you statutory default interest at a rate of nine percentage points above the base rate plus a lump sum of € 40 (forty euros). Further claims remain unaffected by this.

#### 5.3 Payment methods and invoicing

You agree to transmission of all invoices by email. This consent can be revoked at any time.

In our shop, as a matter of principle the following methods of payment are available:

#### Invoice

The invoice amount is due 30 (thirty) days after receipt of the invoice and the goods by bank transfer to the bank account stated on the invoice. We reserve the right to offer payment by invoice only after a successful credit check.

### 6. Retention of title

We reserve title to the goods until all claims arising from an ongoing business relationship have been settled in full. You may resell the reserved goods in the ordinary course of business; when doing so, you hereby assign to us in advance all claims arising from such resale – regardless of how the reserved goods may be combined or mixed with other goods – up to the amount of your invoice with us, and we hereby accept this assignment. You remain authorised to collect your receivables; however, we are also entitled to collect them ourselves if and insofar as you fail to meet your payment obligations.

If you process the reserved item or combine or mix it with other items, we acquire co-ownership of the new item in proportion to the value of the reserved goods to the other processed items at the time of the combination or mixing or processing, respectively. If your property is to be regarded as the principal item, you are required to transfer proportional co-ownership to us. Upon your request, we will release the collateral we are entitled to, if and insofar as the realisable value of the collateral exceeds the value of the collateralised receivables by more than 10%.

### 7. Transport damage

The risk of accidental loss and accidental deterioration passes to you as soon as we have delivered the goods to the freight forwarder, the carrier, or other person or entity designated for execution of the shipping.

### 8. Warranty and guarantees

#### 8.1 Liability for defects

The statutory liability for defects applies.

#### 8.2 Guarantees and customer service

Information regarding any additional guarantees that may apply and their exact terms can be found with each product description and on special information pages in the online shop.

**Customer service:** Please address any questions or complaints by email to [info@dermasence.nl](mailto:info@dermasence.nl), by telephone to +49 251 91599-100, or by fax to +49 251 91599-101.

### 9. Liability

We assume unlimited liability for claims due to damage caused by our company, by our legal representatives, or by our vicarious agents

- in the event of injury to life, limb or health;
- in the event of wilful or grossly negligent breach of duty;
- for guarantee promises, if and insofar as agreed; or
- if and insofar as the German Product Liability Act is applicable.

In the event of a breach of essential contractual obligations whose fulfilment is critical for proper execution of the contract and may be regularly relied on by the contractual partner (cardinal obligations), due to slight negligence on our part, our legal representatives, or vicarious agents, the amount of liability is limited to the damage that is foreseeable at the time of conclusion of the contract and whose occurrence must typically be expected. Otherwise, claims for damages are excluded.

### 10. Code of conduct

We subscribe to the following codes of conduct:

- Trusted Shops Quality Criteria
- [https://www.trustedshops.com/tsdocument/TS\\_QUALITY\\_CRITERIA\\_de.pdf](https://www.trustedshops.com/tsdocument/TS_QUALITY_CRITERIA_de.pdf)

### 11. Concluding provisions

German law applies, excluding the UN Convention on Contracts for the International Sale of Goods

If you are a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law, or a special fund under public law, the exclusive legal venue for all disputes arising from contractual relationships between us and you is our registered office.