

General Terms and Conditions of Sale

§ 1 Scope of application

(1) The following terms and conditions apply to contracts that you as a customer conclude with us, ALTHEA DEUTSCHLAND GMBH, Im Goldäcker 14, D-88630 Pfullendorf, via our website <https://althea-eshop.com>. Deviating general terms and conditions of the customer are not recognized unless the provider expressly agrees to their validity in writing.

(2) Our offer is aimed exclusively at entrepreneurs. Sales to consumers are excluded. The customer is a consumer insofar as the purpose of the ordered deliveries and services cannot be predominantly attributed to his commercial or independent professional activity. In contrast, an entrepreneur is any natural or legal person or partnership with legal capacity who, when concluding the contract, is acting in the exercise of their commercial or independent professional activity.

§ 2 Formation of the contract

(1) The order process for concluding the contract comprises the following steps in our store system: Selection of the product in the desired specification, placing the offer in the shopping cart, pressing the button "proceed to checkout" or "checkout", entering the billing and delivery address, selecting the payment method, checking and processing the order and all entries, pressing the button 'order with costs'. However, the application can only be submitted and transmitted if the customer has accepted these terms and conditions by clicking on the "Accept terms and conditions" button and has thereby included them in his application.

(2) The provider then sends the customer an order confirmation by e-mail, in which the customer's order is listed again. This order confirmation represents the acceptance of the application and contains the order data and the General Terms and Conditions.

(3) The contract is concluded in German.

§ 3 Delivery, availability of goods

(1) Delivery times stated by us are calculated from the time of our order confirmation. If no or no deviating delivery time is specified for the respective goods in our online store, it is usually five to seven working days.

(2) If no copies of the product selected by the customer are available at the time of the customer's order, the supplier shall inform the customer of this immediately in the order confirmation. If the product is permanently unavailable, the supplier shall refrain from issuing a declaration of acceptance. In this case, a contract is not concluded.

(3) If the product specified by the customer in the order is only temporarily unavailable, the supplier shall also inform the customer of this immediately in the order confirmation.

(4) The following delivery restrictions apply: The supplier only delivers to customers who have their habitual residence (billing address) in Germany or the EU.

§ 4 Retention of title

The delivered goods remain the property of the supplier until full payment has been made.

§ 5 Prices and shipping costs

(1) All prices stated on the provider's website are subject to the applicable statutory value added tax.

(2) Please refer to the "Calculate shipping costs" button in the shopping cart on our website for the shipping costs.

§ 6 Payment modalities

(1) The customer can make payment by PayPal or by invoice or in advance by bank transfer.

(2) Payment of the purchase price is due immediately upon conclusion of the contract. If the due date for payment is determined by the calendar, the customer is already in default by missing the deadline.

§ 7 Warranty for material defects, guarantee

(1) The supplier shall be liable for material defects in accordance with the applicable statutory provisions, in particular §§ 434 ff. BGB.

(2) The warranty period for goods delivered by the Provider to entrepreneurs is 12 months. The above limitation shall not apply to claims for damages by the customer arising from injury to life, limb or health or other damage caused by gross negligence. The above limitation does not apply to claims for damages by the customer arising from injury to life, limb or health, other damage caused by gross negligence, if the supplier has fraudulently concealed the defect and/or has assumed a guarantee for the quality of the item. The same applies if the supplier and the customer have reached an agreement on the quality of the item.

(3) A guarantee only exists for the goods delivered by the supplier if this was expressly stated in the order confirmation for the respective article.

§ 8 Liability

(1) Claims of the customer for damages are excluded. Excluded from this are claims for damages by the customer arising from injury to life, limb or health or from the breach of essential contractual obligations (cardinal obligations) as well as liability for other damages based on an intentional or

grossly negligent breach of duty by the provider, its legal representatives or vicarious agents. Essential contractual obligations are those whose fulfillment is necessary to achieve the objective of the contract.

(2) In the event of a breach of material contractual obligations, the Provider shall only be liable for the foreseeable damage typical of the contract if this was caused by simple negligence, unless the Customer's claims for damages are based on injury to life, limb or health.

(3) The restrictions of paragraphs 1 and 2 also apply in favor of the legal representatives and vicarious agents of the provider if claims are asserted directly against them.

(4) The limitations of liability resulting from paragraphs 1 and 2 shall not apply if the provider has fraudulently concealed the defect or has assumed a guarantee for the quality of the item. The same applies if the supplier and the customer have reached an agreement on the quality of the item. The provisions of the Product Liability Act remain unaffected.

§ 9 Final provisions

(1) The law of the Federal Republic of Germany shall apply to contracts between the provider and the customer to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

(2) If the Customer is a merchant, a legal entity under public law or a special fund under public law, the place of performance for all obligations arising from the contractual relationship with the Provider shall be the registered office of the Provider.

(3) If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from contractual relationships between the customer and the provider is the registered office of the provider.

(4) Amendments or additions to these terms and conditions must be made in writing. This also applies to the waiver of this written form requirement.

(5) Should individual provisions of this agreement be or become invalid or ineffective in whole or in part, this shall not affect the validity of the remaining provisions. Statutory law shall take the place of provisions that are not included or are invalid. If such statutory law is not available in the respective case (loophole) or would lead to an unacceptable result, the parties shall enter into negotiations to replace the non-included or invalid provision with a valid provision that comes as close as possible to it in economic terms.

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