

Terms and Conditions (GTC)

§1 Scope

1. Unless otherwise agreed, the following terms and conditions are part of every contract between dewepharma KG, Prinzingenstrasse 4, 5020 Salzburg, Austria - hereinafter: dewepharma KG - and the customer.

2. dewepharma KG provides its services exclusively on the basis of these terms and conditions.

§2 Conclusion of contract

1. The presentation of the goods, in particular on the Internet, does not constitute a binding offer from dewepharma KG.

2. The customer can make any selection from the offer and place goods in the shopping cart by clicking on the "Add to shopping cart" button. The customer can empty the shopping cart at any time by setting the number of selected products to "0". The changes can be made using the mouse and keyboard. By clicking the "Checkout" button, the customer is forwarded to a page where he can register as a customer if he does not yet have a customer account, or log in as an existing customer. For this purpose, an e-mail address including a password and the contact details are entered. After successful registration and confirmation of the delivery address, the ordering process is completed by clicking on the "Order with obligation to pay" button. By sending the order, the customer makes a binding offer to purchase the goods in the shopping cart and accepts these General Terms and Conditions. The receipt of the order is displayed to the customer immediately after completing the ordering process.

We store your order and the order data you entered.

3. The customer will be informed of the receipt of the order by e-mail. This is not a binding acceptance of the order. The contract is only concluded when a separate delivery confirmation is sent by e-mail or when the goods are shipped.

4. The language used for the conclusion and processing of this contract is German or English.

§3 Privacy Policy

1. Personal data are only collected if the customer voluntarily provides them during the ordering or registration process. By filling out and submitting a web form for ordering purposes, the customer transmits personal data to dewepharma KG.

2. dewepharma KG uses the data provided by the customer (title, name, address, e-mail address, telephone number, fax number, bank details) in accordance with the provisions of the applicable data protection law. In this respect, dewepharma KG collects, stores and processes only the data provided by the customer as part of the information provided in the form and, in particular, does not create any user behavior profiles.

3. For the purpose of fulfilling the contract, namely delivery, the customer's personal data will be forwarded to the carrier, insofar as this is necessary for the delivery of the goods. The freight forwarder is also obliged to use the customer's personal data exclusively in accordance with the provisions of the applicable data protection law.

4. According to the applicable data protection law, the customer has a right to free information about his stored data and, if necessary, a right to correction, blocking or deletion of this data. Corresponding requests for information can be sent to the e-mail address office@dewepharma.at. If the personal data stored about the customer is incorrect, a correction will be made immediately upon notification by the customer.

5. Beyond the aforementioned data protection declaration, none of the customer's personal data transmitted to dewepharma KG will be made accessible to third parties without the customer's separate written consent, unless this is required by statutory or official order.

6. The data protection declaration can be viewed and accessed at any time on the dewepharma KG website.

§4 Terms of delivery and delivery costs

1. Unless otherwise agreed in writing, delivery is ex warehouse. If the customer is a consumer, the shipping risk is borne solely by dewepharma KG. On the other hand, if the customer is an entrepreneur, the risk passes to the customer as soon as dewepharma KG has delivered the item to the freight forwarder or the person otherwise responsible for carrying out the shipment.

2. Delivery takes place within 3-5 working days, whereby working days are Monday to Friday, with the exception of public holidays. Unless otherwise agreed, the period begins when the payment is received in dewepharma KG's bank account.

3. The delivery or shipping costs as well as the countries to which dewepharma KG delivers can be found in the "Shipping and payment conditions".

§5 Terms of payment

1. We offer prepayment as a payment method. In the order confirmation you will receive the information on the bank details of dewepharma KG.

2. For consumers, all prices include statutory sales tax. For entrepreneurs, the prices shown are net prices, exclusive of statutory sales tax.

3. Unless otherwise agreed, all shipping costs, in particular packaging, transport costs, transport insurance and deliveries are at the expense of the customer, see § 4 (3).

§6 Retention of title

The goods remain the property of dewepharma KG until full payment has been made.

§7 Warranty

1. With regard to the warranty, the statutory provisions apply unless otherwise agreed in Section 7, Paragraphs 2 to 3.

2. The warranty period is 24 months and begins when the purchased item is handed over if the customer is a consumer.

3. If the customer is an entrepreneur, the period is 12 months from handover of the item. The statute of limitations for claims for damages in the event of injury to life, limb or health based on an intentional or negligent breach of duty by the seller or on an intentional or negligent breach of duty by a legal representative or vicarious agent of dewepharma KG remains unaffected. Furthermore, the statute of limitations for claims for damages for other damages resulting from an intentional or grossly negligent breach of duty by the seller or an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of dewepharma KG remains unaffected. If dewepharma KG negligently violates an essential contractual obligation, the statute of limitations for claims for damages also remains unaffected. Essential

contractual obligations are obligations which the contract imposes on dewepharma KG according to its content in order to achieve the purpose of the contract, the fulfillment of which is essential for the proper execution of the contract and on the observance of which the customer can regularly rely (e.g. delivery of the goods and acquisition of ownership of the goods).

4. The customer, who is an entrepreneur, must examine the goods immediately after delivery by dewepharma KG, insofar as this is feasible in the ordinary course of business, and if a defect is found, notify dewepharma KG immediately. If the customer fails to do so, the goods are deemed to have been approved, unless there is a defect that was not apparent during the inspection. If such a defect appears later, the notification must be made immediately after discovery. Otherwise, the goods shall be deemed to have been approved, even in view of this defect. The timely dispatch of the notification is sufficient to protect the rights of the customer. If dewepharma KG has fraudulently concealed the defect, it cannot invoke these regulations

§8 Cancellation policy

8.1 Right of Withdrawal

As a consumer, you have the right to withdraw from this contract within fourteen days without giving a reason. The period is fourteen days from the day on which you or a third party named by you who is not the carrier took possession of the goods.

In order to exercise your right of withdrawal, you must

dewepharma KG

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Email: office@dewepharma.at

by means of a clear statement (e.g. a letter sent by post or e-mail) of your decision to withdraw from this contract. You can use the attached sample revocation form for this, but this is not mandatory. To meet the deadline, it is sufficient for you to send the communication regarding the exercise of the right of cancellation before the cancellation period has expired.

8.2 Consequences of revocation

If you revoke this contract, we have paid you all payments that we have received from you, including the delivery costs (with the exception of the additional costs resulting from the fact that you have chosen a different type of delivery than the cheapest standard delivery offered by us have), immediately and at the latest within fourteen days from the day on which we received the notification of your cancellation of this contract. For this repayment, we use the same means of payment that you used in the original transaction, unless something else was expressly agreed with you; under no circumstances will you be charged fees for this repayment. We may refuse repayment until we have received the returned goods or until you have provided proof that you have returned the goods, whichever is earlier.

You have the goods to us immediately and in any event not later than fourteen days from the day on which you inform us of the cancellation of this contract

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to be returned or handed over. The deadline is met if you send back the goods before the period of fourteen days has expired. You bear the direct costs of returning the goods. In the case of goods which, due to their nature, cannot be returned normally by post, these amount to EUR 20. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

8.3 The right of withdrawal does not apply to the following contracts:

- 1.** Contracts for the delivery of goods that are not prefabricated and for the manufacture of which an individual choice or determination by the consumer is decisive, or which are clearly tailored to the personal needs of the consumer.
- 2.** Contracts for the supply of goods that can spoil quickly or whose use-by date would soon be exceeded.
- 3.** Contracts for the delivery of sealed goods which, for reasons of health protection and/or hygiene, are not suitable for return if their seal has been broken after delivery.

8.4 Withdrawal Form

You can download and print out the cancellation form here.

§9 Limitation of Liability

1. With the exception of injury to life, limb and health, dewepharma KG is only liable for damage that can be attributed to intentional or grossly negligent conduct. This also applies to indirect consequential damage, such as lost profit in particular.
2. Except in the case of intentional or grossly negligent behavior or damage resulting from injury to life, limb and health, liability is limited to the damage that was typically foreseeable at the time the contract was concluded and otherwise to the amount of the average damage that is typical for the contract. This also applies to indirect consequential damage, such as lost profit in particular.
3. The limitations of liability in paragraphs 1 and 2 shall also apply mutatis mutandis in favor of employees and vicarious agents of dewepharma KG.
4. Liability claims based on the Product Liability Act remain unaffected.

§10 Information on online dispute resolution

On February 15, 2016, the European Commission established an internet platform for online dispute resolution. This should enable consumers and retailers to settle disputes in connection with online purchase contracts or online service contracts easily, efficiently, quickly and out of court. The platform can be reached via the website <https://ec.europa.eu/consumers/odr>.

§11 Final Provisions

1. The law of the Federal Republic of Austria applies to the exclusion of the UN Sales Convention. Consumers with their habitual residence abroad can also refer to the law of the state in which they reside, regardless of the specific choice of law.
2. The place of performance is the registered office of dewepharma KG if the customer is an entrepreneur.
3. The commercial court in Salzburg is responsible for any disputes arising from this contract, provided the customer is an entrepreneur.