

KBD GmbH – Weinheim

General Contract Conditions

KBD Gesellschaft für Unternehmensberatung, Marketing und Vertrieb mbH (hereinafter called KBD GmbH), markets products and services, in particular in the area of commercial, professional skin protection and hygiene training, to commercial and independent professionals and partnerships.

§1 Scope of Application

The following general contract terms, as amended, shall apply exclusively to the business relations between KBD GmbH and the Purchaser.

The General Contract Conditions may be stored and/or printed out for the purpose of the order.

§ 2 Conclusion of Contract

KBD GmbH's offers are subject to change without notice and are non-binding. KBD GmbH points out that availability is and shall remain subject to reservation.

§ 3 Non-implementation of the Offer

In the case of clerical and calculating errors, as well as mistakes in preparing the offer or in the website, KBD GmbH is not obligated to accept the offer and to implement the order.

§ 4 Delivery

The minimum shipping costs (postage and packaging) per order is EUR 6.50. For current shipping costs, please refer to the shopping cart view. Basically, all shipping costs for deliveries abroad are higher. As a rule, the order will be delivered within one to two weeks by parcel service. The shipping company cannot be freely selected. KBD GmbH shall not be held liable for complying with the Purchaser-selected and probable time for delivery nor the delivery time specified by the Purchaser as well as the completeness of the execution of the order. In an individual case, the Purchaser may consult with KBD GmbH in order to make special arrangements, e.g., express delivery, if possible. If products cannot be delivered due to unforeseeable demand, the Purchaser is not entitled to delivery or retroactive delivery.

When executing the order, the risk for the ordered merchandise will be transferred to the recipient upon departure from KBD GmbH's warehouse. This also applies to damaged merchandise and repackaging.

§ 5 Payment

The purchase price is due upon shipment of the ordered merchandise, at the latest, however, net cash 10 days upon receipt of invoice.

All prices are subject to the statutory rate of VAT and shipping costs.

Shipping costs in the amount of at least €6.50 will be charged per order. We supply businesses as well as government agencies and domestic public institutions on account.

Foreign Purchasers, if unknown to KBD GmbH and/or first Purchasers, will exclusively be supplied against payment in advance (invoicing upon delivery confirmation).

Domestic orders with private addresses will exclusively be delivered COD. COD is offered only within Germany. For CODs, a fee of EUR 4.00 is charged in addition to the invoice amount.

KBD GmbH basically reserves the right to effect deliveries only against cash in advance.

§ 6 Set-Off

The Purchaser is entitled to set-off only if its counter-claims are legally binding or have been expressly acknowledged in writing by KBD GmbH.

§ 7 Reservation of Title

The merchandise delivered to the Purchaser shall remain KBD GmbH's property until claims against the Purchaser have been settled in full. In the case of the merchandise being transferred to a third party, an extended reservation of title is deemed to have been agreed.

§ 8 Warranty

The Purchaser shall immediately report defects in the supplied merchandise. In the case of justified complaints, which are reported to KBD GmbH within eight days upon delivery of the merchandise, the Purchaser also shall notify KBD GmbH in writing which right it intends to assert under Sec. 437 German Civil Code. If the Purchaser fails to exercise the option, KBD GmbH shall exercise the option in question. KBD GmbH, however, only is obligated to meet its obligations from Sec. 437 German Civil Code, if the Purchaser previously returned the criticised merchandise in full and in its original condition. KBD GmbH shall be liable only for damage to the merchandise itself. Additional claims of the Purchaser – irrespective of their legal reason shall be excluded. A liability for consequential damage shall be excluded. In the absence of an important warranted quality or in the case of intent or gross negligence on the part of KBD GmbH, the above limitation of liability shall not apply. Among other things, the warranty exists in accordance with commercial regulations, In the case of a complaint, please contact Customer Service info@dermalux.de.

§ 9 The Right to Cancel for Consumers According to Sec. 13 German Civil Code

KBD GmbH delivers exclusively to commercial and independent professionals and partnerships.

§ 10 Data Protection

The Purchaser is aware and agrees that its personal data, which is required for processing the order, will be stored on data carriers. The Purchaser agrees to the express recording, processing and use of its personal data. The Purchaser is authorised to recall this authorisation anytime with effect for the future. In the case of an immediate cancellation of personal data, KBD GmbH agrees to do so, unless an order is still being processed.

Without your express authorisation, we will ask for, store and use your personal data exclusively for order-processing purposes. We will transfer your data, where appropriate, only to the forwarding service commissioned for effecting deliveries.

§ 11 Jurisdiction and applicable law

German law shall apply exclusively in the case of disagreements and litigations. If permissible, the parties agree that KBD GmbH's registered place of business be the jurisdictional venue for all claims from the business relations.

KBD GmbH, Kaiserstr. 35, D-69469 Weinheim, Germany