

# General terms and conditions

KBD GmbH - Weinheim

KBD Gesellschaft für Unternehmensberatung, Marketing und Vertrieb mbH (hereinafter called KBD), markets products and services to industry and commerce.

## **§1 Scope of application:**

The following general contract terms, as amended, shall exclusively apply to the business relations between KBD and the purchaser. Any other contractual terms and conditions shall not be recognized or granted, unless KBD explicitly agrees to them in writing at the beginning of the contract.

## **§ 2 Conclusion of contract:**

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

## **§ 3 Non-implementation of the offer:**

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

## **§ 4 Delivery:**

All prices include shipping costs (postage and packaging). Prices exclude Value Added Tax. Not included are surcharges for international and/or transport of dangerous goods. In principle higher shipping costs apply for deliveries abroad.

As a rule the order will be delivered within 1-2 weeks time by parcel service. The shipping company cannot be freely selected. KBD shall not be held liable for complying with the purchaser-selected and probable delivery time nor for the delivery time specified by the purchaser as well as the completeness of the execution of the order. In an individual case, the customer may consult with KBD in order to make special arrangements like e.g. express delivery, if possible. If products cannot be delivered due to unforeseeable demand, the customer 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'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, 10 days after receipt of invoice, net cash. Unless otherwise stated, invoices are due without deduction. We supply businesses as well as government agencies and domestic public institutions on account. Foreign customers will be delivered after payment in advance. Invoices are issued exclusively to commercial and company addresses. Delivery address may differ from the invoice address.

KBD basically reserves the right to execute 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.

## **§ 7 Reservation of title:**

The merchandise delivered to the purchaser shall remain KBD's property until claims against the purchaser have been settled in full.

### **§ 8 Industrial property rights and copyrights:**

All products and services of KBD base on own ideas and developments and are the intellectual property of KBD. Both, manufacturers and buyers of contract products from KBD are not entitled without the prior written consent of KBD to use the brands, designs, product names, registered designs and utility models from KBD. Any reference to cooperation with KBD requires the prior written consent of KBD.

### **§ 9 Warranty:**

The warranty period for the electronic devices is 12 months. The purchaser shall immediately report defects in the supplied merchandise. In the case of justified complaints, which are reported to KBD within 8 days after delivery of the merchandise, the purchaser also shall notify KBD in a written form, which right he intends to assert under Sec.437 German Civil Code. In case of non-exercise of that right, it is occurred by KBD. KBD, however, only is obligated to meet its obligations from Sec.437 German Civil Code, if the purchaser previously returned the criticized merchandise in full and in its original condition. KBD is liable only for damage to the merchandise itself. Additional claims of the purchaser – irrespective of their legal basis- are excluded. A liability for consequential damage is excluded. In the absence of an important warranted quality or in case of intent or gross negligence on the part of KBD, the above limitation of liability does not apply. The warranty exists incidentally in accordance with commercial regulations.

In case of complaint, please contact our Customer Service: [info@dermalux.de](mailto:info@dermalux.de).

### **§ 10 The right to cancel for consumers according to Sec.13 German Civil Code:**

KBD delivers exclusively to commercial and independent professionals and partnerships.

### **§ 11 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 authorized to recall this authorization anytime with effect for the future. In the case of an immediate cancellation of personal data, KBD agrees to do so, unless an order is still being processed. Without explicit consent, KBD will ask for store and use personal data exclusively for order-processing purposes. KBD will transfer data, where appropriate, only to the forwarding service commissioned for effecting deliveries.

### **§ 12 Jurisdiction and applicable law:**

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

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