

General Terms and Conditions of BIOCOM Interrelations GmbH

§ 1 Validity of the conditions

The deliveries, services and offers of BIOCOM Interrelations GmbH are based on these terms and conditions, unless the product-specific order forms contain deviating provisions. These terms and conditions also apply to all future business relationships, even if they are not expressly agreed upon again. The terms and conditions valid at the time of the order shall apply. BIOCOM Interrelations GmbH does not recognise any deviating terms and conditions of the Customer unless BIOCOM Interrelations GmbH has expressly agreed to their validity in writing.

§ 2 Offer and conclusion of contract

(1) The advertising of BIOCOM Interrelations GmbH on the Internet does not contain any offers in the legal sense, but only an invitation to the customer to place an order.

(2) The contract is concluded when the Customer's order/contract offer is received by BIOCOM Interrelations GmbH (e.g. when the e-mail passes through the BIOCOM Interrelations GmbH interface and is not cancelled by the Customer (in accordance with Section 2 (3)).

(3) The customer may revoke their order/contract within two weeks offer in accordance with § 3 of the

Distance Selling Act in conjunction with § 361 a BGB against by notifying.

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Timely dispatch of the cancellation is sufficient to meet the deadline. After exercising the cancellation, the Customer must return the delivered goods to BIOCOM Interrelations GmbH at the address given. The goods shall be returned at the expense and risk of BIOCOM Interrelations GmbH.

§ 3 Prices, price changes

(1) The prices stated at the time of the order are decisive for invoicing.

(2) The prices include the statutory value added tax.

(3) Shipping costs are not included in the price.

§ 4 Delivery/invoicing

(1) BIOCOM Interrelations GmbH shall deliver the goods to the address or delivery address specified by the Customer.

(2) The risk of accidental loss/accidental deterioration of the goods shall pass to the Customer upon dispatch of the goods, even in the case of partial deliveries. BIOCOM Interrelations GmbH is entitled to withdraw from the contract or to demand compensation for non-fulfilment if the Customer has not accepted the delivered goods and has allowed a grace period of two weeks set by BIOCOM Interrelations GmbH to expire unused. Minor defects in the goods do not entitle the Customer to refuse acceptance, irrespective of any warranty claims.

§ 5 Cancellation

(1) The cancellation periods can be found in the product-specific order forms for the respective product.

(2) Products damaged by the customer will not be taken back.

§ 6 Payment

The customer has the option of paying by direct debit or by invoice (payable within 14 days without deductions). The direct debit can be revoked at any time. A brief-written notification to BIOCOM Interrelations GmbH is sufficient.

§ 7 Retention of title

The delivered products remain the property of BIOCOM Interrelations GmbH until full payment has been received.

§ 8 Guarantee and liability

(1) BIOCOM Interrelations GmbH must be notified in writing of any defects in the ordered product immediately upon receipt, but at the latest within one week of delivery. The defective delivery items must be kept ready for inspection by BIOCOM Interrelations GmbH in the condition in which they were at the time the defect was discovered. If BIOCOM Interrelations GmbH is responsible for the defect, subsequent fulfilment will take place.

(2) Claims for damages arising from breach of contract, culpa in contrahendo or tort are excluded both against BIOCOM Interrelations GmbH and against its vicarious agents, unless the damage was caused intentionally or by gross negligence.

(3) Liability for other damages incurred by the Customer due to delay on the part of BIOCOM Interrelations GmbH, due to an impossibility for which BIOCOM Interrelations GmbH is responsible or due to the breach of an obligation whose fulfilment is of particular importance for achieving the purpose of the contract, is limited to such damages that are typical and foreseeable due to the contractual use of the goods.

(4) Any further liability, in particular for damage that has not occurred to the goods themselves, for loss of profit or other financial losses of the customer are excluded.

§ 9 Copyrights

Copyright and all publishing rights and copyrights to the products supplied are held by BIOCOM Interrelations GmbH. Commercial use and reproduction of the texts and photos are prohibited. This applies to all products and the entire BIOCOM Interrelations GmbH website with the exception of press releases published on the website.

§ 10 Final provisions

(1) Should a provision be or become invalid, the remaining provisions shall remain valid.

(2) The place of fulfilment is Berlin.

(3) For all disputes arising from the business relationship between BIOCOM Interrelations GmbH and its customers, if the customer is a registered trader, a legal entity under public law or a special fund under public law, the action must be brought before the court with jurisdiction for BIOCOM's head office.

(4) If the purchaser has their residence or usual place of abode abroad Berlin shall be the place of jurisdiction for all claims arising in connection with the order.

(5) German law shall apply exclusively. The UN Convention on Contracts for the International Sale of Goods is excluded, even if orders are placed from abroad or deliveries are made abroad.

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