

General terms and conditions

The English version of the General terms and conditions is a service for better comprehension.

The current German version is legally binding!

General terms and conditions for sales contracts concluded via the web shop of Biebertaler Blutegelzucht GmbH via the domain www.blutegel.de and www.hirudoshop.com

between

Biebertaler Blutegelzucht GmbH

Talweg 31

35444 Biebertal

Tel 06409/66140

Fax 06409/6614075

e-mail blutegel@blutegel.de

entered in the commercial register of the

Giessen District court under HRB 6760, represented by

Dr. Dipl.-Ing. Harald Th. Galatis, USt

VAT identification no.: DE 814938938

and

the customer specified in § 2 of the contract

- hereinafter referred to as “Customer”

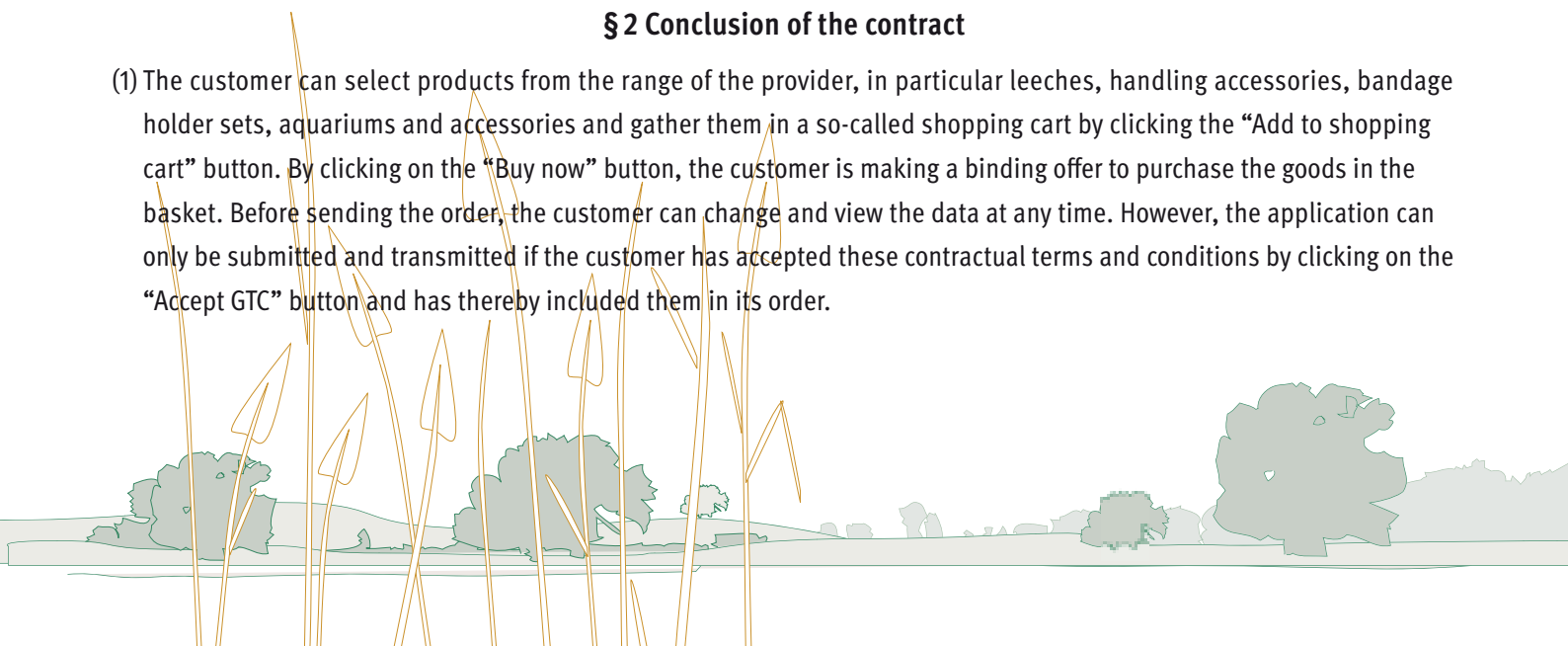
- hereinafter referred to as “Provider” -

§ 1 Scope, definition of terms

- (1) The following General terms and conditions apply exclusively to the business relationship between the web shop provider and the customer (hereinafter referred to as: “GTC”) in the version valid at the time of the order. Deviating General terms and conditions of the customer are not recognised unless the provider expressly agrees to their validity in writing.
- (2) The GTC apply regardless of whether the customer is a consumer, entrepreneur or merchant. The customer is a consumer insofar as the purpose of the ordered deliveries and services cannot be attributed predominantly to his or her commercial or independent professional activity. On the other hand, an entrepreneur is any natural or legal person or partnership with legal capacity who, when concluding the contract, acts in the exercise of their commercial or independent professional activity.

§ 2 Conclusion of the contract

- (1) The customer can select products from the range of the provider, in particular leeches, handling accessories, bandage holder sets, aquariums and accessories and gather them in a so-called shopping cart by clicking the “Add to shopping cart” button. By clicking on the “Buy now” button, the customer is making a binding offer to purchase the goods in the basket. Before sending the order, the customer can change and view the data at any time. However, the application can only be submitted and transmitted if the customer has accepted these contractual terms and conditions by clicking on the “Accept GTC” button and has thereby included them in its order.



- (2) The provider then sends the customer an automatic confirmation of receipt via email, in which the customer's order is listed again and which the customer can print out using the "Print" function. The automatic confirmation of receipt merely documents that the customer's order has been received by the provider and does not represent acceptance of the order. The contract is only concluded when the provider submits the declaration of acceptance, which is sent in a separate email (order confirmation). In this email or in a separate email, but no later than upon delivery of the goods, the text of the contract (consisting of the order, general terms and conditions and order confirmation) will be sent to the customer by us on a durable medium (email or paper printout) (confirmation of contract). The text of the contract is stored in compliance with data protection.
- (3) The contract is concluded in the German language.

§ 3 Delivery, availability of goods

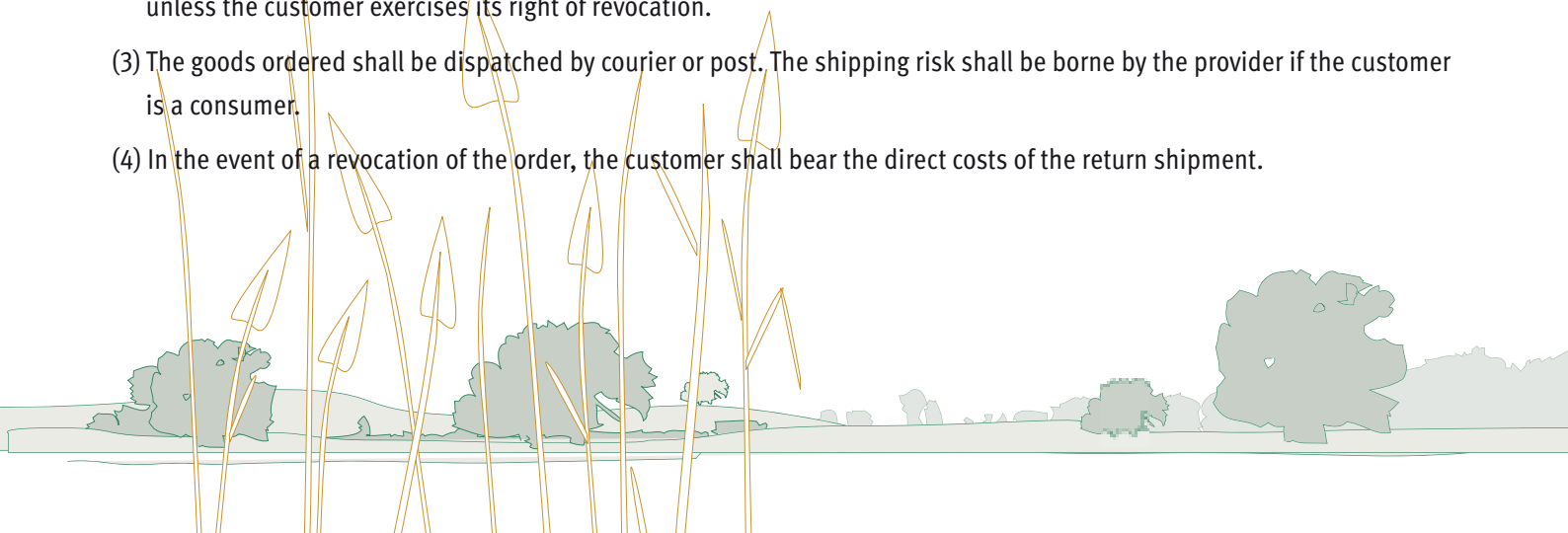
- (1) Delivery times specified by us are calculated from the time of our order confirmation, provided the purchase price has been paid in advance (except for purchases on account). If the customer does not request a different delivery time or if no different delivery time is specified for the respective goods in our online shop, it is 3 days.
- (2) If none of the products selected by the customer are available at the time of the customer's order, the provider shall inform the customer of this immediately in the order confirmation. If the product is permanently unavailable, the provider will refrain from issuing a declaration of acceptance. In such cases, a contract is not concluded.
- (3) If the product specified by the customer in the order is only temporarily unavailable, the provider will also inform the customer of this immediately in the order confirmation.
- (4) The following delivery restrictions apply: The provider only delivers via the web shop to customers who have their habitual residence (billing address) in one of the following countries and can provide a delivery address within the same country: Germany, Austria, other EU countries. Orders from other countries are only accepted by telephone, in writing, by email or fax. Orders can only be accepted in usual quantities, for leeches the limit is 2,000 units per month.

§ 4 Retention of title

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

§ 5 Prices and shipping costs

- (1) All prices stated on the website of the provider include the applicable statutory sales tax.
- (2) The corresponding shipping costs shall be indicated to the customer in the order form and shall be borne by the customer unless the customer exercises its right of revocation.
- (3) The goods ordered shall be dispatched by courier or post. The shipping risk shall be borne by the provider if the customer is a consumer.
- (4) In the event of a revocation of the order, the customer shall bear the direct costs of the return shipment.



§ 6 Payment terms

- (1) The customer can make payment by direct debit, credit card, Paypal, instant transfer, cash on delivery or cash on collection. We only accept payment by invoice after a separate check.
- (2) The customer can change the payment method stored in its user account at any time.
- (3) Payment of the purchase price is due immediately upon conclusion of the contract. If the due date for payment is determined according to the calendar, the customer is already in default by missing the deadline. In this case, the customer has to pay the provider default interest of 5 percentage points above the base rate for the year.
- (4) The obligation of the customer to pay default interest does not exclude the assertion of further default damages by the provider.

§ 7 Material defect warranty

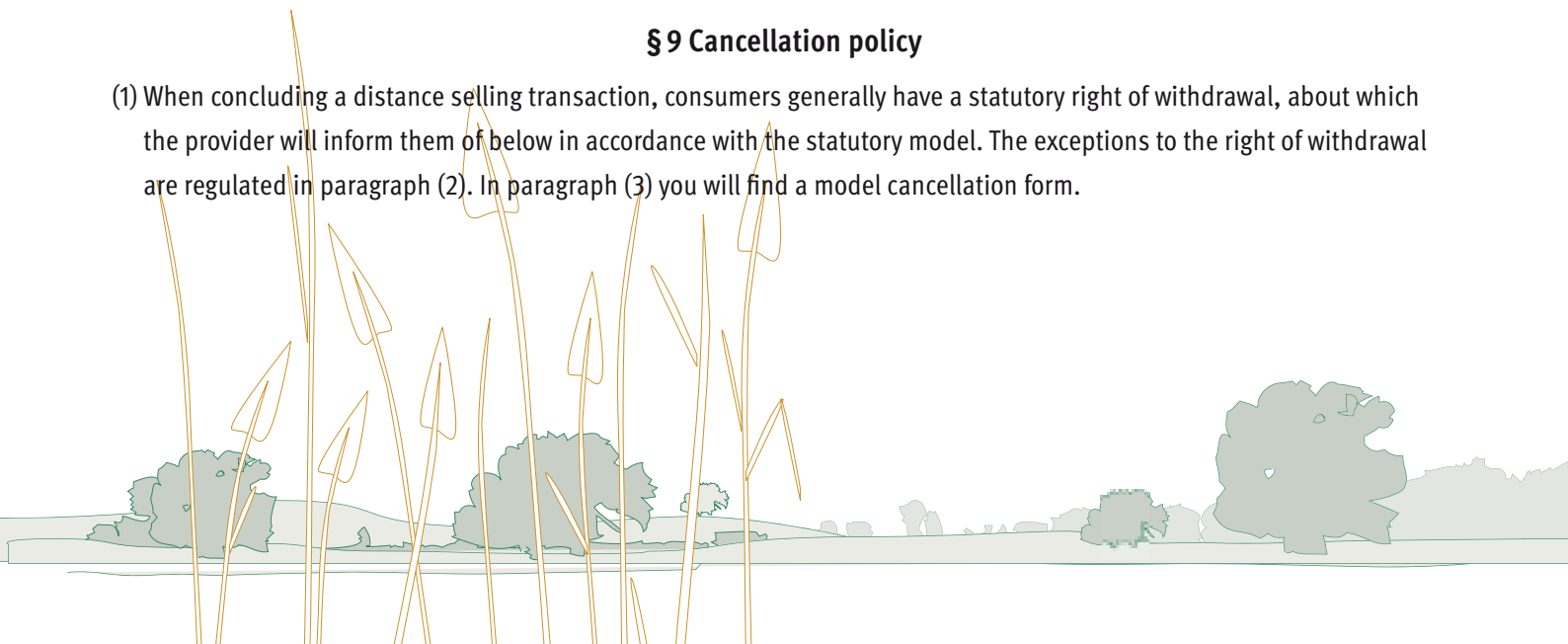
The provider is liable for material defects in accordance with the statutory provisions applicable to this, in particular §§ 434 ff. of the German Civil Code (BGB). The warranty period for items supplied by the provider to entrepreneurs is 12 months.

§ 8 Liability

- (1) Customer claims for damages are excluded. This excludes customer claims for damages resulting from injury to life, limb, health or from the breach of essential obligations (cardinal obligations), as well as liability for other damages caused by an intentional or grossly negligent breach of duty by the provider, their legal representatives or agents. Essential contractual obligations are those the fulfilment of which is necessary to achieve the objective of the agreement.
- (2) In the event of a breach of material contractual obligations, the provider shall only be liable for the foreseeable damage typical for the contract if such damage 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 shall also apply in favour 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 do not apply if the provider has fraudulently concealed the defect or has assumed a guarantee for the quality of the item. The same shall apply if the provider and the customer have reached an agreement on the quality of the item. The provisions of the Product Liability Act remain unaffected.

§ 9 Cancellation policy

- (1) When concluding a distance selling transaction, consumers generally have a statutory right of withdrawal, about which the provider will inform them of below in accordance with the statutory model. The exceptions to the right of withdrawal are regulated in paragraph (2). In paragraph (3) you will find a model cancellation form.



Right of cancellation

You have the right to revoke this contract within fourteen days without giving reasons.

The cancellation 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 inform us (Biebertaler Blutegelzucht GmbH) by means of a clear declaration (e.g. a letter sent by post, fax or email) of your decision to withdraw from this contract.

You may use the attached sample revocation form for this purpose, but this is not mandatory.

In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the end of the cancellation period.

Consequences of withdrawal

Should you withdraw from this contract, we must refund all payments we have received from you, including delivery costs (with the exception of any additional costs resulting from the fact that you have chosen a type of delivery other than the inexpensive standard delivery offered by us), without delay and at the latest within fourteen days of the day on which we received notification of your withdrawal from this contract.

The refund shall be issued with the same payment method which you provided for the original transaction, unless otherwise explicitly agreed with you; under no circumstances shall you be charged fees to process this refund.

We may withhold repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is earlier.

You must return or hand over the goods to us immediately, in any event no later than fourteen days from the date on which you notified us that you were cancelling this contract. The deadline shall be deemed to have been observed if you send the items before the fourteen-day deadline has expired.

You shall bear the direct costs of returning the goods.

You must only compensate any loss of value of the goods if this loss of value is due to handling which is unnecessary for the examination of the nature, characteristics and functioning of the goods.

(2) The right of withdrawal does not apply to contracts for the delivery of goods that could spoil quickly or whose expiry date would be quickly exceeded, to contracts for the delivery of sealed goods that are not suitable for return for reasons of health protection or hygiene if their seal has been removed after delivery, and to contracts for the delivery of newspapers, periodicals or magazines with the exception of subscription contracts.

(3) The provider informs about the sample withdrawal form according to the legal regulation as follows:



Sample withdrawal form

If you wish to withdraw from the contract, please complete and return this form

Biebertaler Blutegelzucht GmbH
Talweg 31
35444 Biebertal
Germany

Fax: +49 6409 66140-75
e-mail: blutegel@blutegel.de

I/We (*) hereby withdraw from my/our (*) contract concluded

for the purchase of the following items (*)/the provision of the following services

Brief description

Ordered on (*)/received on (*)

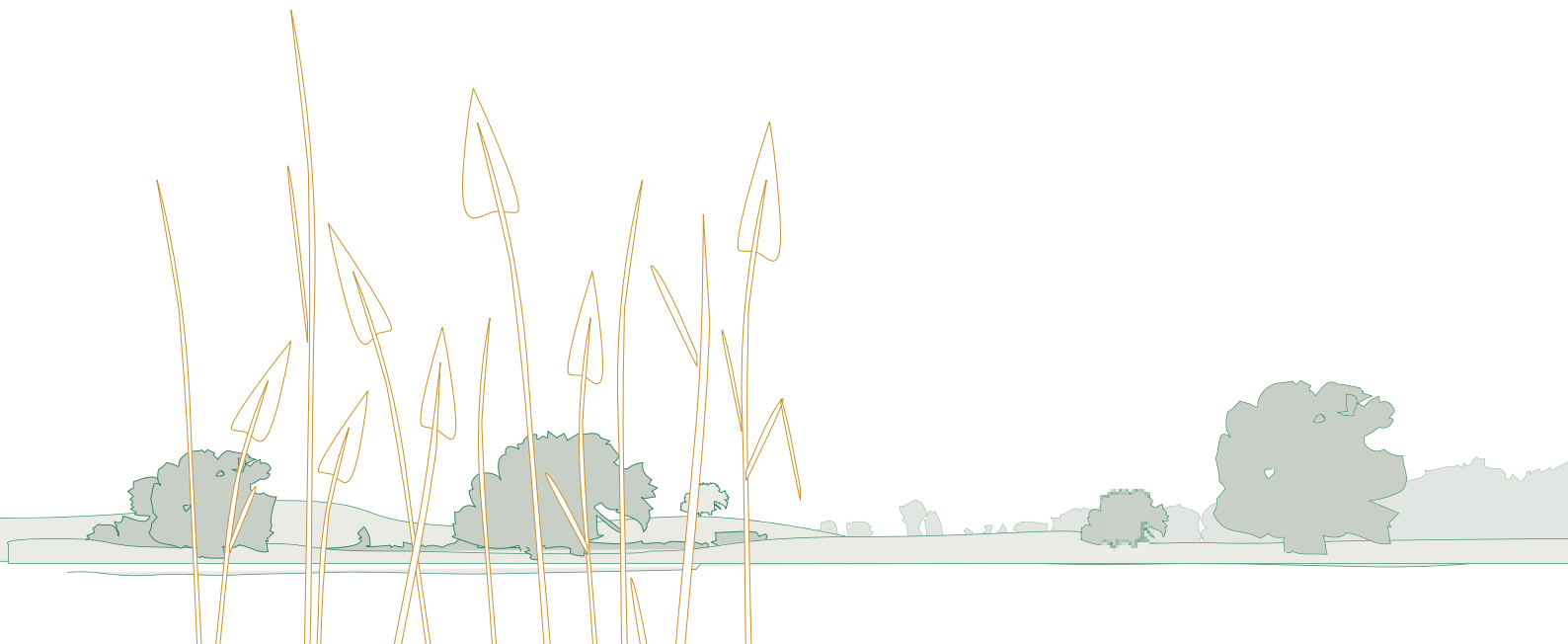
Name(s) of the consumer(s)

Address of the consumer(s)

Date

Signature of the consumer(s) (only for notice provided in paper form)

(*) Delete as applicable



§ 10 Final provisions and dispute resolution

- (1) The law of the Federal Republic of Germany applies to contracts between the provider and the customer, excluding the UN convention on contracts for the international sale of goods. The statutory provisions on the restriction of the choice of law and on the applicability of mandatory provisions, in particular of the State in which the customer has his habitual residence as a consumer, shall remain unaffected.
- (2) 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 location of the provider.
- (3) Dispute resolution: The EU Commission has created an internet platform for the online settlement of disputes. This platform acts as a point of contact for out-of-court dispute settlements, dealing with contractual obligations resulting from online sales contracts. For more information, please visit the following link:
<http://ec.europa.eu/consumers/odr>.
We are neither obliged nor willing to participate in a dispute resolution procedure before a consumer arbitration board.
- (4) The contract shall remain binding in its remaining parts even if individual points are legally invalid. The ineffective points shall be replaced by the statutory provisions, if any. However, insofar as this would constitute an unreasonable hardship for one of the contracting parties, the contract as a whole shall become invalid.

Last updated: April 2022



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