General Terms and Conditions for Sales Contracts

Concluded via the Web Shop of Biebertaler Blutegelzucht GmbH under the Domain
www.egelladen.de and www.hirudoshop.com

between

Biebertaler Blutegelzucht GmbH
Talweg 31
35444 Biebertal
phone 06409/66140
fax 06409/6614075
e-mail blutegel@blutegel.de
registered in the commercial register of the Local Court of Giessen under HRB 6760, represented by
Dr Dipl.-Ing. Harald Galatis
VAT identification number: DE 814938938

— hereinafter referred to as "Provider" —

and

the customers designated in § 2 of the contract

— hereinafter referred to as the "Customer" —.

§ 1 Scope of Application, Definitions

(1) The business relationship between the web shop provider and the Customer shall be governed exclusively by the following General Terms and Conditions, hereinafter referred to as the "GTC", in the version valid at the time of the order. Any deviating general terms and conditions of the ordering party shall not be recognised unless the Provider expressly agrees to their applicability in writing.

(2) These GTC shall apply irrespective of whether the Customer is a consumer, an entrepreneur or a merchant. The Customer is a consumer insofar as the purpose of the ordered deliveries and services cannot be attributed predominantly to the Customer's commercial or independent professional activity. By contrast, an entrepreneur is any natural or legal person or partnership with legal capacity who or which, when concluding the contract, acts in the exercise of their or its commercial or independent professional activity.

§ 2 Conclusion of the Contract

(1) The Customer may select products from the Provider's range, in particular leeches, handling accessories, bandage holders and sets, aquariums and accessories, and collect them in a so-called shopping cart by clicking the "Add to cart" button. By clicking the "Order with obligation to pay" button, the Customer submits a binding offer to purchase the goods contained in the shopping cart. Before submitting the order, the Customer may view and amend the data at any time. However, the offer can only be submitted and transmitted if the Customer has accepted these contractual terms and conditions by clicking the "Accept GTC" button, thereby incorporating them into the offer.

(2) The Provider then sends the Customer an automatic confirmation of receipt by 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 constitute acceptance of the offer. The contract is concluded only when the Provider issues a declaration of acceptance, which is sent by separate email as an order confirmation. In this email or in a separate email, but no later than upon delivery of the goods, the contract text, consisting of the order, the GTC and the order confirmation, shall be sent to the Customer by us on a durable medium, namely by email or in paper form, as confirmation of the contract. The contract text shall be stored in compliance with data protection requirements.

(3) The contract shall be concluded in the German language.

§ 3 Delivery, Availability of Goods

(1) Delivery times stated by us shall be calculated from the date of our order confirmation, subject to prior payment of the purchase price, except in the case of purchase on invoice. Unless the Customer requests a different delivery date or unless no delivery time or no different delivery time is specified for the respective goods in our online shop, the delivery time shall be three days.

(2) If, at the time of the Customer's order, no units of the product selected by the Customer are available, the Provider shall inform the Customer of this without undue delay in the order confirmation. If the product is permanently unavailable, the Provider shall refrain from issuing a declaration of acceptance. In this case, no contract shall be concluded.

(3) If the product designated by the Customer in the order is only temporarily unavailable, the Provider shall likewise inform the Customer of this without undue delay in the order confirmation.

(4) The following delivery restrictions apply: via the web shop, the Provider delivers only to Customers who have their habitual residence, namely their billing address, in one of the following countries and who can provide a delivery address in the same country: Germany, Austria, other EU countries. Orders from other countries are accepted only by telephone, in writing, by email or by fax. Orders can only be accepted in customary quantities; for leeches, the limit is 2,000 units per month.

§ 4 Retention of Title

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

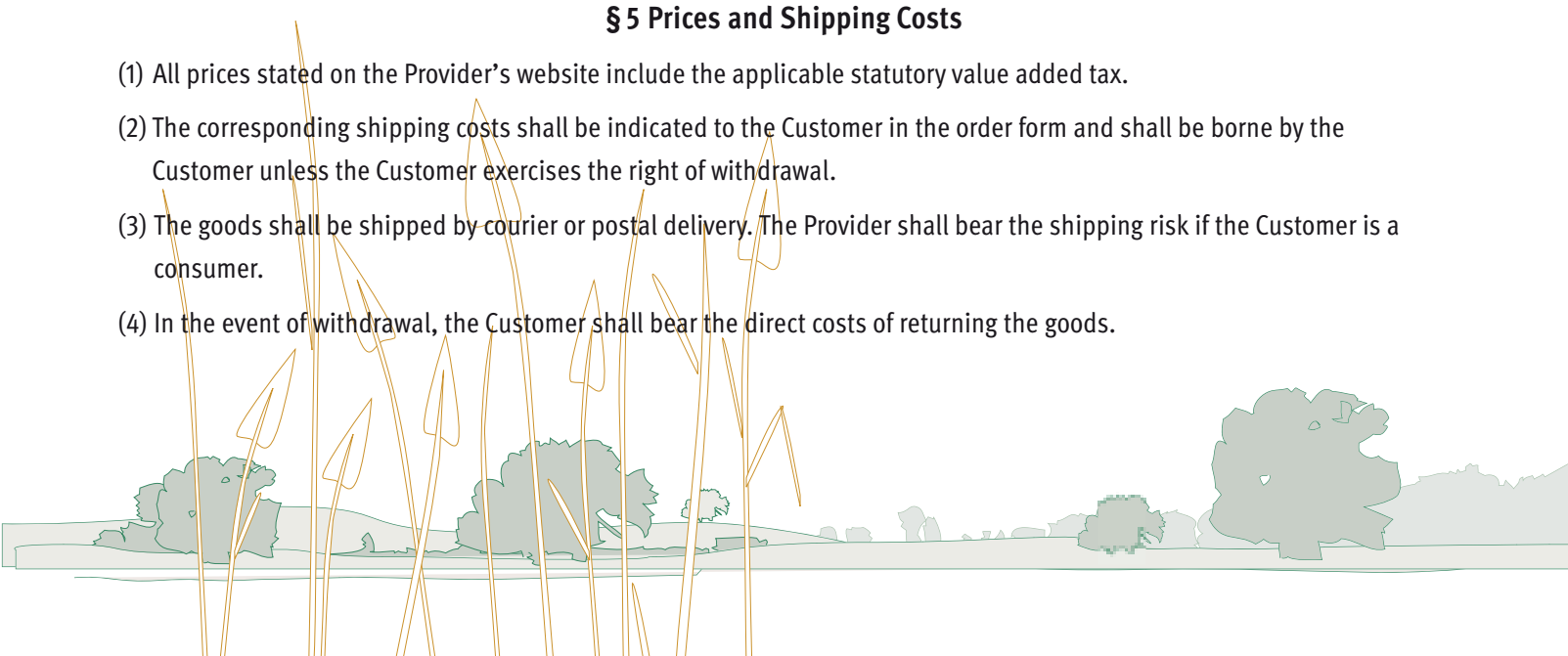
§ 5 Prices and Shipping Costs

(1) All prices stated on the Provider's website include the applicable statutory value added 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 the right of withdrawal.

(3) The goods shall be shipped by courier or postal delivery. The Provider shall bear the shipping risk if the Customer is a consumer.

(4) In the event of withdrawal, the Customer shall bear the direct costs of returning the goods.



§ 6 Payment Terms

(1) The Customer may make payment by direct debit, credit card, PayPal, instant bank transfer, cash on delivery or cash upon collection. We accept payment on invoice only after a separate review.

(2) The Customer may change the payment method stored in the Customer's user account at any time.

(3) Payment of the purchase price shall be due immediately upon conclusion of the contract. If the due date for payment is determined according to the calendar, the Customer shall be in default simply by failing to meet that date. In this case, the Customer shall pay the Provider default interest at an annual rate of five percentage points above the base interest rate.

(4) The Customer's obligation to pay default interest shall not preclude the Provider from asserting further damages caused by default.

§ 7 Warranty for Material Defects

The Provider shall be liable for material defects in accordance with the statutory provisions applicable in this respect, in particular §§ 434 et seq. of the German Civil Code (Bürgerliches Gesetzbuch, BGB). With respect to entrepreneurs, the warranty period for items delivered by the Provider shall be twelve months.

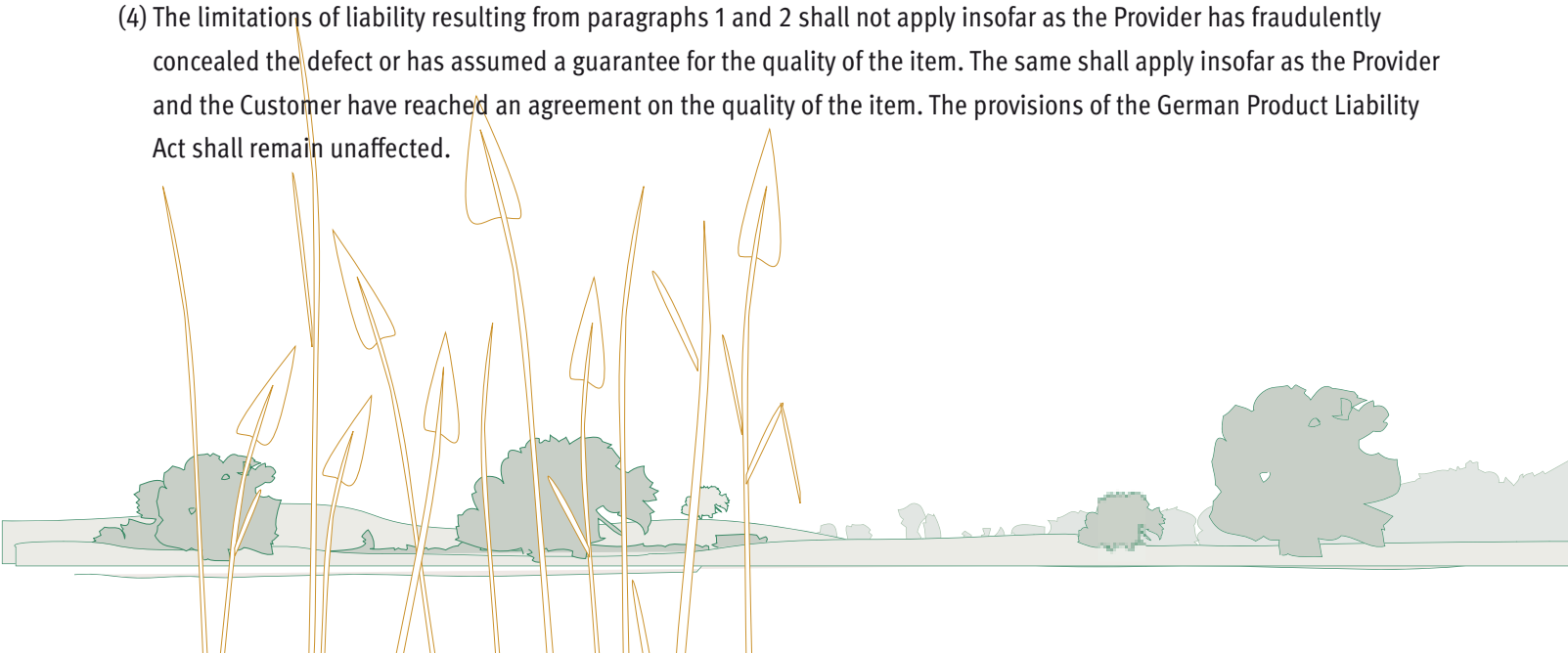
§ 8 Liability

(1) Claims by the Customer for damages are excluded. Excluded from this limitation are claims by the Customer for damages arising from injury to life, limb or health or from the breach of essential contractual obligations, so-called cardinal obligations, as well as liability for other damage based on an intentional or grossly negligent breach of duty by the Provider, its legal representatives or vicarious agents. Essential contractual obligations are those obligations whose fulfilment is necessary for achieving the purpose of the contract.

(2) In the event of a breach of essential contractual obligations, the Provider shall be liable only for the foreseeable damage typical of the contract if such damage was caused by simple negligence, unless the Customer's claims for damages arise from injury to life, limb or health.

(3) The limitations set out in paragraphs 1 and 2 shall also apply for the benefit of the Provider's legal representatives and vicarious agents if claims are asserted directly against them.

(4) The limitations of liability resulting from paragraphs 1 and 2 shall not apply insofar as the Provider has fraudulently concealed the defect or has assumed a guarantee for the quality of the item. The same shall apply insofar as the Provider and the Customer have reached an agreement on the quality of the item. The provisions of the German Product Liability Act shall remain unaffected.



§ 9 Information on the Right of Withdrawal

(1) When concluding a distance contract, consumers generally have a statutory right of withdrawal, about which the Provider informs them below in accordance with the statutory model. The exceptions to the right of withdrawal are set out in paragraph 2. Paragraph 3 contains a model withdrawal form.

Right of Withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the day on which you, or a third party designated by you who is not the carrier, have or has taken possession of the goods.

To exercise your right of withdrawal, you must inform us, Biebertaler Blutegelzucht GmbH, by means of a clear statement, for example a letter sent by post, fax or email, of your decision to withdraw from this contract. You may use the attached model withdrawal form for this purpose, but this is not mandatory.

To comply with the withdrawal period, it is sufficient for you to send the notification of the exercise of the right of withdrawal before the withdrawal period expires.

Consequences of Withdrawal

If you withdraw from this contract, we shall reimburse you for all payments received from you, including delivery costs, with the exception of any additional costs resulting from your choice of a delivery method other than the low-cost standard delivery offered by us, without undue delay and no later than fourteen days from the day on which we receive notification of your withdrawal from this contract.

For this reimbursement, we shall use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; under no circumstances will you be charged any fees as a result of this reimbursement.

We may refuse reimbursement until we have received the goods back or until you have provided evidence that you have returned the goods, whichever is the earlier.

You must return or hand over the goods to us without undue delay and in any event no later than fourteen days from the day on which you inform us of your withdrawal from this contract. The deadline shall be met if you dispatch the goods before the fourteen-day period expires.

You shall bear the direct costs of returning the goods.

You shall only be liable for any diminished value of the goods if such diminished value is attributable to handling of the goods that was not necessary for checking their condition, properties and functioning.



(2) The right of withdrawal shall not apply to contracts for the delivery of goods that are liable to deteriorate quickly or whose expiry date would be exceeded quickly, 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, or to contracts for the delivery of newspapers, periodicals or magazines, with the exception of subscription contracts.

(3) The Provider provides information on the model withdrawal form in accordance with the statutory provisions as follows:

Model Withdrawal Form

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

To

Biebertaler Blutegelzucht GmbH
Talweg 31

35444 Biebertal
Germany

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

I/We (*) hereby withdraw from the contract concluded by me/us (*) for the purchase of the following goods / the provision of the following service (*)

Brief description

Ordered on / received on (*)

Name of the consumer(s)

Address of the consumer(s)

Date

Signature of the consumer(s), only if notification is made on paper

(*) Delete as appropriate.



§ 10 Final Provisions and Dispute Resolution

(1) Contracts between the Provider and the Customers shall be governed by the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods. The statutory provisions restricting the choice of law and governing the applicability of mandatory provisions, in particular those of the country in which the Customer, as a consumer, has their habitual residence, 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 shall be the Provider's registered office.

(3) Dispute resolution: We are neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration board.

(4) The contract shall remain binding in its remaining parts even if individual provisions are legally invalid. The statutory provisions, where available, shall replace the invalid provisions. However, if this would constitute an unreasonable hardship for one of the contracting parties, the contract shall become invalid in its entirety.

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T +49 6409 66140-0 | blutegel@blutegel.de | www.blutegel.de

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