

Commercial terms and conditions of BIO-DIÄT-BERLIN GmbH

(Code: 201807)

1. Exclusivity:

- (1) For orders of any kind, only our valid General Terms and Conditions shall apply, which can be downloaded and printed from the homepage <https://www.bio-diaet-berlin.de/>, in the alternative, the relevant statutory provisions. The validity of general terms and conditions of the buyer (hereinafter Purchaser) shall be excluded, unless we have accepted them as binding in writing.
- (2) The General Terms and Conditions shall apply for companies acc. to §§ 14, 310 Par. 1 Civil Law Code.

2. Conclusion of contract:

- (1) Our offers are without engagement and non-binding.
- (2) The ordering of goods is considered a binding contract offer.
- (3) The acceptance can either be declared in writing (e.g. by confirmation of contract or by sending a pro-forma invoice acc. to Para. 9 (2)) or by expediting the goods accompanied by the invoice for the Purchaser.
- (4) If, in relation to the order, our goods are sold in smaller units of sale, we are entitled to an adjustment to the next smaller sales unit. Should the Purchaser not object to this adjustment immediately after receipt of delivery, it shall be deemed as approved.

3. Prices and invoices:

Our delivery prices are derived from our price list, valid on the date of the order. Our prices are ex works. The invoice amounts plus VAT are to be paid in EURO.

4. Deliveries / transport costs / postage and shipping costs

- (1) Correct and punctual deliveries by our own suppliers shall be reserved.
- (2) Delivery is understood ex works. At the request and expense of the Purchaser, the delivery will be sent to another destination (contract of sale involving the carriage of goods). Unless otherwise agreed, we are entitled to determine the type of use (in particular transport company, shipping, packaging).
- (3) Notwithstanding the previous provisions, shipping to pharmacies for orders of € 50.00 and more and to wholesalers for orders of € 200.00 and more free of charge.

5. Transport hazard

Delivery is at the risk of the Purchaser. With the handover of the consignment to the freight forwarder, parcel service or carrier or otherwise determined dispatching person or organization, the risk is transferred to the Purchaser.

6. Delivery abroad

Goods shipment abroad is conducted generally in accordance with FCA Incoterms 2010 or FOB Incoterms 2010.

7. Complaints:

- (1) Warranty claims of the Purchaser presuppose that he has fulfilled his statutory duties of inspection, notification and rejection (§ 377, 378 German Civil Code).
- (2) If during the examination or later a defect is found, we must be informed thereof immediately in writing. As "immediately" are herein considered 2 weeks, whereby the sending date of the complaint is decisive. If the Purchaser fails to carry out a proper investigation and/or to issue a proper defect claim, our liability for this not reported defect is excluded.

8. Redemption and exchange:

- (1) Redemption and exchange of faultless goods are only possible after written approval by the manufacturer. Returned goods, where the return has not been authorized, will not be accepted and do not release the Purchaser from his obligation to pay.
- (2) Returns must be prepaid. In case of fault of the manufacturer the postage will be refunded to the returner. Not prepaid returns will not be accepted.

9. Payment terms:

- (1) Provided that in the invoice no other maturity is stated, delivered goods are payable without deduction 30 days from invoice date.
- (2) However, also within the framework of an ongoing business relationship, we are entitled at any time, to require whole or partial prepayment for a delivery. Such a caveat we will announce latest with delivery of the corresponding pro-forma invoice.

10. Discount:

Provided that no previous invoices are unpaid and no other maturity has been agreed acc. to Para. 9 (1) and no prepayment obligation acc. to Para. 9 (2) exists, we grant for payment within 14 calendar days from invoice date a discount of 2% or 3% on direct debit collection.

11. Dunning costs and default of payment:

With the passing of the term of payment acc. to Para. 9, the Purchaser is in default.

In case of default, we charge interest at the rate of 9 percentage points above the bank rate of the Deutsche Bundesbank. We reserve the right to claim further damages.

For the 1st reminder, dunning costs to the amount of €2.50 will be invoiced additionally.

For the 2nd reminder, dunning costs to the amount of €5.00 will be invoiced. For the 3rd reminder, dunning costs to the amount of €7.50 will be invoiced.

12. Merchandising displays / infringement:

If goods are delivered in sale display stands, these may not be equipped with other than the corresponding products of the company BIO-DIÄT-BERLIN GmbH. Should products from other manufacturers or suppliers be placed in displays of BIO-DIÄT-BERLIN GmbH, we reserve explicitly the right, to assert the violation of our existing rights / intellectual property rights / copyright.

13. Retention of title:

- (1) Until full payment of all our present and future receivables from the purchase contract and from an ongoing business relationship (secured receivables), we reserve title to the goods sold.
- (2) Before full payment of the secured receivables, the goods under retention of title may not be pledged to third parties nor be transferred as security. The Purchaser must notify us immediately in writing if a request is made to open insolvency proceedings or if a third party claims rights (e.g. seizure) to goods belonging to us.
- (3) The Purchaser is entitled until further notice acc. to point b) below, to sell goods under retention of title in the ordinary course of business.
 - a) However, the Purchaser must surrender the receivables towards third parties resulting from the resale of the goods to us as security. We accept this cession. The obligations of the Purchaser mentioned in Para. 13 (2) shall also apply in consideration of ceded receivables.
 - b) The Purchaser remains authorized, to claim the receivable, along with us. We undertake, not to collect the receivable, as long as the Purchaser meets his payment obligations towards us. However, if this is not the case, we may demand that the Purchaser notifies us of the ceded receivables and their debtors, provides all information necessary for collection, hands over the respective documents and informs the debtors (third parties) of this cession. In addition, we are entitled in such a case, to revoke the authority of the Purchaser, to resell goods standing under retention of title.
 - c) If the realizable value of the securities exceeds our claims by more than 10%, we will release on demand of the Purchaser securities at our discretion.

14. Offsetting/Right of retention

- (1) You are not entitled to set off counterclaims unless your counterclaims have been acknowledged or declared final and absolute by the court.
- (2) You can only assert the right of retention if your counterclaim is based on the same contract relation.

15. Company details and bank details of

BIO-DIÄT-BERLIN GmbH

Registered office: Tel.: +49 30 25 32 60 20
Selerweg 43/45 Fax: +49 30 25 32 60 22
DE-12169 Berlin Email: info@bio-diaet-berlin.de

Local court: Berlin-Charlottenburg, HRB 16385

CEO: Reiner Pfeiffer, Dr. Hans-Georg Feldmeier, Stefan Grievung

VAT No.: DE 136584907

ID (SEPA): DE44ZZZ00000034000

Berliner Commerzbank AG

(Bank code 100 800 00) Account no. 369 663 700

BIC/SWIFT: DRESDEFF100

IBAN: DE32 1008 0000 0369 6637 00

Berliner Commerzbank AG

(Bank code 100 400 00) Account no. 560 800 500

BIC/SWIFT: COBADEFF

IBAN: DE52 1004 0000 0560 8005 00

Postbank Berlin

(Bank code 100 100 10) Account no. 506 15 -108

BIC/SWIFT: PBNKDEFF

IBAN: DE24 1001 0010 0050 6151 08

16. Place of jurisdiction, place of fulfilment, severability clause:

The place of fulfilment and jurisdiction is Berlin-Schöneberg. The legal relationship of the parties is subject to the laws of the Federal Republic of Germany, excluding the CISG. Should any of these General Terms and Conditions be wholly or partially void or ineffective, the remaining conditions remain in effect. The void or invalid provision shall then be replaced by a new provision which comes to the intended economic purpose of the invalid condition closest.

17. Presentation and content of the on-line presence:

The information on our website www.bio-diaet-berlin.de is not binding and must not, not even in part, be used for publication or for advertising purposes by third parties.