

Terms and Conditions Labtastic Shop

§ 1

General – Scope

- (1) These terms and conditions apply to all current and future purchases of the customer in the online shop Labtastic InnoMe GmbH, In Tütenbeke 36, 32339 Espelkamp (hereinafter "we"). Deviating, conflicting or supplementary general terms and conditions of the customer, even if known, are not part of the contract, unless their validity is expressly agreed in writing.
- (2) If any provision of this Terms and Conditions should be wholly or partially ineffective, the other conditions remain fully effective. This applies in particular to provisions that can not have any legal effect on consumers. For consumers, the following provisions apply only to the extent that they do not violate legal requirements.

§ 2

Conclusion of the contract

- (1) By sending the offer list by the customer to us, the customer makes not binding request. We will then send the customer an automatic confirmation of receipt by e-mail and, together with the acknowledgment of receipt or thereafter by e-mail, submit an offer. Unless specified otherwise in the offer, this can be accepted within 4 weeks in written form or in electronic form (e-mail or fax). After that, the offer expires.
- (2) At the latest on delivery of the goods, the contract text (consisting of offer, terms and acceptance) will be sent to the customer by us on a durable medium (e-mail or paper printout) (contract confirmation). The text of the contract is saved while maintaining data protection.

§ 3

Prices, terms of payment and shipping costs

- (1) The indicated prices include the legal value added tax and are, unless otherwise stated, plus shipping costs. The corresponding shipping costs will be indicated to the customer in our offer. The shipping costs are not borne by the customer, as far as he makes use of his right of withdrawal. However, in the event of a cancellation, the customer has to pay the direct costs of the return.
- (2) The deduction of discount requires a special written agreement.
- (3) Unless otherwise stated in the contract, the purchase price is payable without deduction within 14 days of the invoice date. The statutory provisions regarding the consequences of late payment apply.
- (4) The customer can only set off against claims that are undisputed or legally binding.

- (5) If the customer is an entrepreneur, all prices plus costs of insured shipping and using the Transport FCA (Free Carrier) in relation to the INCOTERMS 2010 are understood.

§ 4 Delivery

- (1) We are entitled to partial deliveries and partial services.
- (2) Delivery dates are not binding, unless we have designated them in writing and expressly as binding. In the case of bindingly stipulated delivery dates, all deliveries are deemed to have been made on time if we have handed over the goods on the last day of the period to the person carrying out the transport.
- (3) If the non-compliance with the delivery date for force majeure, z. For example, strike, lockout, official orders, extend the delivery dates reasonable.
- (4) If the customer is in default of us with its obligations arising from this or previous transactions, the delivery dates shall be extended by the period in which the customer is in default.
- (5) If bindingly agreed delivery dates are exceeded or non-binding delivery dates are exceeded by more than 4 weeks, the customer can set a grace period of at least 3 weeks and withdraw from the contract after the grace period expires without result.

§ 5 Transfer of Risk

- (1) If the customer is an entrepreneur, the risk is transferred to the customer as soon as the goods have been handed over by us to the person carrying out the transport. If shipping becomes impossible without our fault, the risk passes to the customer with the notification of readiness for shipment.
- (2) If the customer is a consumer, the risk of accidental loss or accidental deterioration of the goods sold shall not pass to the buyer until the goods have been handed over, even when the goods are sold.
- (3) The transfer is the same if the customer is in default of acceptance.

§ 6

Retention of Title

- (1) We reserve the ownership of the goods until full payment of the agreed order sum.
- (2) The retention of title also extends to the full value of the products resulting from the processing, mixing or combination of our goods, whereby we shall be deemed to be the manufacturer.
- (3) If the property rights of a processing, mixing or combination with goods of third parties persist, we shall acquire co-ownership in proportion to the invoice values of these processed goods.
- (4) The purchaser is authorized to dispose of the purchased goods in the ordinary course of business as long as he is not in default of payment with us.
- (5) Pledging and assignment as security of the reserved goods are inadmissible.
- (6) The purchaser hereby assigns to us the claims arising from the resale against third parties as a whole or in the amount of our possible co-ownership share for securing purposes. He is authorized to collect these until revocation or termination of his payments to us for our account. Access by third parties to the goods and claims belonging to us shall be notified to us in writing by the customer without delay.
- (7) In the event of breach of contract by the purchaser - in particular default in payment - we are entitled to take back the reserved goods at the expense of the purchaser. The customer hereby assigns to us for this purpose his claims for surrender against third parties.

§ 7

Warranty

- (1) If the customer is an entrepreneur, the customer must examine the goods immediately upon receipt. Complaints of obvious defects are only recognized and are only permissible if they are made in writing within one week after receipt of the goods.
- (2) If the customer is a consumer, the customer is entitled to the statutory warranty claims, as far as this is not deviated from. Complaints of obvious defects are only recognized and are only permissible if they are made in writing within two weeks after receipt of the goods. To meet the deadline, the timely dispatch of the defect notification is sufficient.
- (3) The warranty does not extend to consumables such as Sterile measuring adapter, printer paper or wear parts (batteries, rechargeable batteries, electronic measuring cells) as well as the wear of the probe by the contact with the medium to be measured.
- (4) Insignificant deviations from the agreed quality or insignificant impairment of usability shall not constitute defects of the delivered goods.

- (5) If the customer has not observed the instructions for use during the use of the goods and / or has carried out interventions, changes or repair work on the goods, the customer is obliged to prove that the defect is not based thereon.
- (6) In the case of legitimate complaints, we are entitled to supplementary performance in the form of a remedy of the defect or delivery of a new defect-free product. If the supplementary performance fails, the customer is entitled, at his discretion, to request a reduction or to withdraw from the contract.
- (7) All complaints must be in writing (e-mail, fax or letter) and must be sent to us immediately after the defect has occurred.
- (8) All warranty rights of the customer expire at the latest one year after delivery of the goods, for consumers after two years.

§ 8 Liability

- (1) We are liable according to the legal provisions, as far as the customer asserts claims for damages based on intent or gross negligence on our part. Our liability in cases of simple negligence is limited to the contractually typical, foreseeable damage.
- (2) Liability for culpable injury to life, body or health remains unaffected; this also applies to the mandatory liability under the Product Liability Act.
- (3) Unless otherwise stipulated above, liability is excluded.

§ 9 Packaging

- (1) Delivery is usually inclusive of manufacturer's packaging. Further packaging will be selected according to the respective requirements.
- (2) Insofar as we are obliged to take back the packaging used for transport pursuant to § 4 of the Packaging Ordinance, the buyer bears the costs for the return transport of the packaging used

§ 10 Return of equipment and disposal

- (1) We take back the commercial end customer, the devices sold after 01.06.2008 after the end of use in accordance with the so-called Electric Law of 23.03.2005 (BGB) and dispose of them properly. However, the customer has to take over the entire costs of return and disposal.
- (2) The customer must inform us in writing about the termination of use. The claim for reimbursement by the end customer does not expire after 2 years. This two-year period begins at the earliest upon receipt of the written notification of the end customer about the termination of use with us.

- (3) Equipment or other materials provided to us or our service providers must be decontaminated by the purchaser or the ultimate user if they come into contact with potentially infectious material. For damage, any kind, which originated from a faulty decontamination, the buyer or last user is fully liable

§ 11 **Note Battery law**

Batteries and rechargeable batteries must not be disposed of with household waste, but you are legally obliged to return used batteries and rechargeable batteries. Used batteries may contain harmful substances which, if not properly stored or disposed of, could damage the environment or your health. But batteries also contain important raw materials such as iron, zinc, manganese or nickel and can be recycled. You may either return the batteries to us for use or return them free of charge in the immediate vicinity (for example, in stores or in community collection points). The sale at points of sale is also limited to end-user customary amounts as well as those waste batteries that the operator has or has been leading as new batteries in his assortment. Please note that return of used batteries and rechargeable batteries will not accept unfree shipments. The crossed-out wheeled bin sign means you must not dispose of batteries and batteries with household waste. Next to the sign is the chemical symbol for the heavy metal.

§ 12 **Right of revocation for consumers in distance selling orders**

- (1) When concluding a distance selling transaction, consumers generally have a statutory right of revocation, which the provider subsequently informs in accordance with the statutory model. The exceptions to the right of withdrawal are regulated in paragraph (2).
Paragraph (3) contains a sample withdrawal form.

Cancellation instruction

Right of revocation

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

The cancellation period is fourteen days from the date on which you or a third party named by you, who is not the carrier, has taken possession of the goods.

In order to exercise your right of revocation, you must inform us, InnoMe GmbH, In Tütenbeke 36, 32339 Espelkamp, Phone: +49 (5772) 560 500, Fax +49 (5772) 20 34 993; E-Mail: Info@innome.de, by means of a clear statement (eg a letter sent by post, fax or e-mail) about your decision to revoke this contract. You can use the attached model withdrawal form, which is not required.

In order to maintain the cancellation period, it is sufficient for you to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of the revocation

If you withdraw from this Agreement, we will have you all the payments we have received from you, including delivery charges (except for the additional costs arising from your choosing a different delivery method than the one we have offered, favorable Standard delivery), immediately and no later than fourteen days from the day on which the notice of your withdrawal of this contract has been received by us. For this repayment, we use the same means of payment that you used in the original transaction, unless otherwise agreed with you; In no case will you be charged for this repayment fees. We may refuse to repay you until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

You must return the goods to us immediately and in any event not later than fourteen days from the date on which you inform us of the cancellation of this contract. The deadline is met if you send the goods before the expiry of the period of fourteen days.

You bear the immediate costs of returning the goods.

You only have to pay for any loss of value of the goods, if this loss of value is due to a handling that is not necessary for the examination of the nature, properties and function of the goods.

- (2) The right of revocation does not apply to distance contracts for goods that are manufactured according to customer specifications or clearly tailored to personal needs.
- (3) We inform about the model withdrawal form according to the legal regulation as follows:

Model withdrawal form

(If you want to cancel the contract, then please fill in this form and send it back.)

- To InnoME GmbH, In Tütenbeke 36; D-32339 Espelkamp;
Fax +49 (5772) 20 34 993; Email: info@innome.de
- I / we (*) hereby revoke the contract concluded by me / us (*) on the purchase of the following goods (*) - Ordered on (*) / received on (*)
- name of the consumer (s)
- address of the consumer (s)
- Signature of the consumer (s) (only when notified on paper)
- date

(*) Delete as appropriate

§13 Refund Policy

Return policy for companies according to §14 BGB

- (1) We grant you a 14-day right of return. Shortages and damage must be reported within 3 working days (Mon-Fri). For deliveries of chilled goods or sterile goods, the goods must be unpacked immediately and checked for damage. In case of damage, acceptance must be refused. If you make use of your right of return, please report the return by e-mail to us. You will then receive a return delivery note and the return form by email. These must be completed filled in the return delivery.

- (2) The articles must be unused, original and shatterproof packed and must not exceed a total weight of 31.5 kg per package. In case of improper packaging, we assume no liability for transport damage. All packages, parcels or pallets are to be sent by the customer to us free of charge. Non-free shipments are generally not accepted. After expiry of the 14-day right of return, the goods can only be returned after agreement.

Excluded from the right of return are:

- Special order items and goods made to customer specifications or clearly tailored to personal needs
- Items which by their nature are not suitable for return
- Unsealed and opened software
- Test leads, connection cables, batteries and fuses
- Calibration work and other services
- Unsealed and opened sterile goods
- Article with individual advertising impression

§ 14 Final Provisions

- (1) The legal relations of the parties to each other shall be governed by German law to the exclusion of the UN Sales Convention.
- (2) If the customer is an entrepreneur, the place of jurisdiction for all legal disputes is Espelkamp. However, we are also entitled to file suit with the court of business or domicile of the customer. In addition, the statutory provisions apply.
- (3) In addition, the latest version of the General Terms and Conditions of Delivery and Performance of Products and Services of the Electrical and Electronic Equipment Industry approved by the Zentralverband der Elektrotechnische Industrie e.V. shall apply unless they conflict with the above provisions. A copy of these General Terms and Conditions can be requested from us at any time.

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