

General Terms and Conditions – Valuepharm

1.

All orders made with us are subject to our General Terms and Conditions (“Terms”) available in our online shop under <http://www.omorphia-kosmetik.de>.

To read, print or save the current version of these Terms, please click on:

<http://www.omorphia-kosmetik.de/agb/terms.pdf>

2.

Any other conditions apart from those stated in our Terms will not be accepted. Our representatives and other authorized persons are not entitled to agree any other terms and conditions apart from the here underlying ones.

With your order you, as our customer, agree on the Terms valid at the time of ordering.

Please note that the text of the contract is not stored together with your order. It can therefore not be retrieved after the order has been passed. We recommend to print out our Terms on the website where you pass the order and to retain them for your records.

3.

All pictures and samples shown in the online shop are only used for presentation purposes and are no binding offer. Subject to changes and errors.

4.

With your order you show your willingness to receive the goods ordered. Our acknowledgement of the receipt of your order does not equal the acceptance of your order. We confirm the order by sending you our acceptance in writing or the ordered goods.

5.

Right of revocation

The following revocation instructions are only valid for consumers, i.e. natural persons who conclude a sales contract solely for purposes not covered by their commercial or professional activities (§ 13 German Civil Code).

Revocation instructions/right of revocation

Consumers can withdraw their order in writing (e.g. by letter, fax or e-mail) within 14 days without giving any reasons or by returning the goods if they have received them prior to expiration of this deadline. Only if these preconditions apply, are the consumers no longer bound to the order.

The term begins upon receipt of these revocation instructions in written form, but not before receipt of the goods at the buyer’s address (in case of repeated deliveries of

the same goods not before receipt of the first partial delivery), nor before we have fulfilled our obligations to provide information according to article 246 of § 2 in connection with § 1, article 1 and 2 EGBGB (Introductory Law of the German Civil Code) and our obligations according to § 312e, article 1, sentence 1 of the German Civil Code in connection with article 246 of § 3 EGBGB. The revocation period is observed by sending us a letter of revocation or the goods on time. The revocation shall be sent to:

Valuepharm GmbH
Abt. Widerrufe
In der Bungt 37
41065 Mönchengladbach

Legal consequences

In the case of an effective revocation, the services accepted on both sides shall be returned and the profits, if applicable (e.g. interest), shall be handed over. If you are unable to return the goods/services either in total or partially, you may be obliged to pay an indemnification. This does not apply if the deterioration of the merchandise has been checked like it is possible in a shop. The obligation to reimburse the seller for the value of the product can be avoided by refraining from treating the relevant goods like his/her own property, and by refraining from any action that could be damaging to the overall value of the product. Objects which can be dispatched as packages shall be returned at our costs and risk. The costs of the return consignment are to be borne by the buyer if the received goods are the ordered goods and if the price of the goods to be returned does not exceed 40 euros. Should the price exceed 40 euros, the buyer shall also pay for the return if he/she has not reciprocated or performed a partial payment as contracted at the time of the revocation. Following effective revocation, the buyer can return the goods free of charge in all other cases. Items which are not suitable for shipping by parcel post shall be collected from your address. The buyer shall satisfy obligations to reimburse payments within 30 days. For you, the period begins upon dispatch of the declaration of revocation or return of the goods and for us upon receipt of the same.

End of revocation instructions

6.

All consumer prices include VAT. Any shipping costs, if applicable, will be added. The prices valid on the day of ordering apply to all goods ordered in our online shop. They will be quoted during the ordering process and in our order confirmation. The customer shall also be informed about the exact shipping costs during the ordering process and with our order confirmation.

For orders in our online shop we only accept direct debit payments, payments by credit card or via PayPal. First orders outside of our online shop are subject to advance payment, direct debit or payment by credit card.

Prices for persons who conclude a sales contract for purposes that can be attributed to their commercial or independent professional activities are subject to VAT and shipping costs if applicable.

7.

Goods that are on stock will be handed over to the shipping company within three working days after receipt of your payment to be delivered to you. Should the goods not be on stock resulting in a delay in delivery, we will inform you immediately by e-mail. In this case we have the right to send you partial deliveries to the extent to which this is reasonable. Any additional shipping costs shall be for our account. Your legal rights remain unaffected.

The ordered goods will be sent to your address by us or a third party on our behalf.

8.

All our invoices are due immediately and payable without deduction. Payments shall only be regarded as settled when we can dispose of the due amount.

You are in default if you have not made the payment within 14 days after the due date and receipt of an invoice or an equivalent payment schedule. In the invoice consumers are expressly informed about these consequences.

If you do not pay on time, we will send you two reminders. We then have the right to charge a default interest of 8 % above the relevant applicable base interest rate from the due date of the invoice.

9.

You are only entitled to offsetting, even in the case of notices of defects or counterclaims, if your counterclaims have been legally determined, are not disputed, or recognised by us in writing.

You may only assert rights of retention if your counterclaim is based on the same contractual relationship.

10.

The goods ordered remain our property until paid for in full.

11.

If we are unable to supply the ordered goods through no fault of our own, because, for instance, our supplier has not fulfilled his contractual duties towards us or if the goods you ordered are not available over a period of at least one month due to force majeure, we have the right to withdraw the contract.

We will inform about this situation immediately. In this case, any advance payments you may have made will be reimbursed.

12.

In the event that you have made use of your legal right of revocation, you will have to bear the costs of the return consignment if the received goods are the ordered goods and if the price of the goods to be returned does not exceed 40 euros. Should the price exceed 40 euros, you shall also pay for the return if you have not reciprocated or performed a partial payment as contracted at the time of the revocation.

13.

If you do not fulfill your contractual duties without being entitled to, we have the right to charge you a processing fee of 20 per cent of the order value, at least 15 euros, for sending you reminders. The foregoing amount will be reduced insofar as you prove to us that we have not incurred costs in this amount or no costs at all. In this case we are prepared to lower the processing fee.

Shipments shall be effected at our risk if you are a consumer; if not, they shall be at your risk.

14.

If the delivered product is faulty, the legal rights accruing from defects remain unaffected. In that case, we shall exchange the faulty product for a new, faultless product.

You are required to report obvious product defects in writing within two weeks after receipt of the goods. Non-obvious defects are to be reported in writing within two weeks after detection. When the respective deadline has expired, you are also entitled to claim for defects without restriction, your right to claim for damages shall, however, be exempt.

Please do not try to remedy the defect yourself. Should the condition of the product deteriorate or should further defects occur caused by your action, we shall not be obliged to deliver replacement.

15.

Warranty claims based on new products expire two years after delivery of the product. If we sent you a replacement or a new product, the warranty claim period shall not be prolonged; § 203 of the German Civil Code remains unaffected.

16.

We exclude our liability for breaches of obligations due to slight negligence, provided that damages from injury to life and limb or health or guarantees or claims according to product liability laws are not affected. Also, obligations whose fulfilment mainly facilitates the proper performance of the contract and the observance of which the client relies on, and may rely on, regularly (cardinal duties).

This limited liability also applies to breach of duty of legal representatives and assistants acting on our behalf.

17.

We shall collect, process, and stored all personal data you have given us (form of address, name, address, date of birth, e-mail address, telephone number, fax number, bank details, credit card number) exclusively in line with and in adherence to the German Data Protection Law.

You will find further information on this topic in our on-line shop. To open our privacy policy, please click on: http://www.omorphia-kosmetik.de/omorphia_datenschutz.html

By accepting this privacy policy, it becomes part of the contract.

18.

Exclusively German law shall apply to any legal relations in connection with this contract and its execution; the UN Convention on Contracts of the International Sale of Goods (CISG) shall be excluded. If you as a consumer are domiciled in the European Union, the law of the country you live in might be applicable when it comes to compulsory consumer provisions.

19.

For the purposes of these Standard Terms and Conditions, the requirement for written form is fulfilled if the transfer is made by fax or email.

20.

Should one of the provisions of these General Terms and Conditions be or become legally invalid, this shall have no effect on the validity of any other provision.

Please note that the English translation of the German original "[Allgemeine Geschäftsbedingungen](#)" is a courtesy translation only. In any dispute the German original shall apply.

Mönchengladbach, den 07.03.2011