

General Terms and Conditions

§ 1 Scope, Contractual Language

- (1) These General Terms and Conditions (GTC) shall apply to the agreements concluded between us, Centropix GmbH, Münkafeld 1, 6800 Feldkirch, Austria (hereinafter referred to as “CENTROPIX”), via this online store.
- (2) The language available for the conclusion of the contract is exclusively German. Translations of these terms of business into other languages are for your information only. Where differences exist between the language versions, the German text shall take precedence.

§ 2 Applicable Law, Mandatory Consumer Protection Regulations

- (1) German law shall apply with the exclusion of the UN Convention on Contracts for the International Sale of Goods if
 - (a) your habitual residence is in Germany, or
 - (b) your habitual residence is in a country that is not a member of the European Union.
- (2) In the event that your habitual residence is in a member state of the European Union, then German law shall also apply, whereby mandatory provisions of the state in which you have your habitual residence shall remain unaffected.

§ 3 Contract Conclusion

- (1) Displaying products and services on our online store does not constitute a legally binding offer, but rather an invitation for you to place an order (invitatio ad offerendum).
- (2) By clicking the “Order – commit to buy” button in the final step of the ordering process, you submit a binding offer to purchase or book the products and/or services shown in the order summary. Immediately after submitting the order, you will receive an order confirmation, which, however, does not constitute acceptance of your offer. A contract is concluded between us as soon as we accept your order and/or booking through a separate e-mail or send the products in the shipment. Please check the spam folder in your e-mails regularly.

§ 4 Technical Steps to Contract Conclusion and Correcting Entry Errors

As part of the ordering process, you must first add the desired products or services to the shopping cart. You can change the item quantity at any time or remove selected products or services. If you have added products or services to the shopping cart, clicking on the “Next” button will take you to a page where you can enter your details and then select the shipping

and payment method. Lastly, a summary page opens where you can check the details you have entered. You can correct any input errors (e.g. About the payment method, details entered or the desired quantity) by clicking on “Edit” in the respective field. If you want to cancel the order process completely, you can also just close your browser window. Otherwise, after clicking on the confirmation button “Order – commit to buy”, your confirmation becomes binding in the sense of § 3 para. 2 of these GTCs.

§ 5 Storage of Contractual Text

The contractual provisions with details of the products ordered and/or services booked, including these GTCs and the cancellation policy will be sent to you by e-mail with the acceptance of the contract offer or with its notification. We do not store a copy of the contractual terms.

§ 6 Online Store Registration; Processing of Your Personal Data

- (1) You can order products or services in our online store as a guest or as a registered user. If you are a registered user, you do not have to enter your personal data each time, but you can simply log in to your customer account before or during an order with your e-mail address and the password you chose during registration. Registration in itself does not constitute any obligation to make a purchase in terms of the products and services we offer.
- (2) For information on the processing of your data, please read our privacy policy, which you can access via our online store. You can choose a personal username and password during registration.

§ 7 Payment Terms; Prices

- (1) The purchase price is due when completing the order. You can pay for the products using credit card (we use “SSL” transactions to encrypt your personal data), bank transfer (advance payment), in instalments, online instant bank transfer or via PayPal. Customers can find the service provider used for the selected payment method in the online store information.
- (2) All prices include the statutory sales tax, but do not include shipping costs, unless expressly stated otherwise.

§ 8 Retention of Title

Products remain our property until full payment is made.

§ 9 Delivery Terms

We deliver products according to the agreements made with you. Shipping costs are listed in each instance with the product description and are listed separately on your invoice.

§ 10 Right of Withdrawal

As a consumer, you have the right of withdrawal in accordance with the following instructions. A consumer is any natural person who enters into a legal act for purposes that are not related to their trade, business, or profession.

CANCELLATION POLICY

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 named by you, who is not the carrier, has or has taken possession of the products.

To exercise your right of withdrawal, you must contact us, Centropix GmbH, MÜNKAFELD 1, 6800 FELDKIRCH, Austria, E-mail: OFFICE@CENTROPIX.COM, Telephone: +4232202950, by means of a clear declaration (e.g. a letter sent by post, fax or e-mail) of your decision to cancel this contract. To do this, you may use the enclosed template withdrawal form, which is, however, not mandatory.

In order to comply with the withdrawal period specified, it is sufficient for you to send a notification of exercising the right of withdrawal before the expiry of the withdrawal period.

CONSEQUENCES OF WITHDRAWAL

If you cancel this contract, we shall refund all payments we have received from you, including delivery costs (unless additional costs arise that are a result of you selecting a delivery method other than the cheapest standard delivery option we offer), without undue delay and no later than within fourteen days from the day on which we received the notification of your withdrawal from this contract. To reimburse you, we will use the same payment method that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any repayment fees.

We may refuse repayment until you have returned the products or until you have provided proof that you have returned them, whichever takes place first.

You must send back or return the products to us without undue delay and no later than fourteen days from the day on which you notify us of the cancellation of this contract. The deadline is met if you send the products before the fourteen day period expires.

You shall bear the direct costs of returning the products.

You will only have to pay for any loss in value of the products if this loss in value is due to handling of the products unrelated to checking the condition, characteristics, and proper functioning of the products.

EXCLUSION/EXPIRATION OF THE RIGHT OF WITHDRAWAL

There is no right of withdrawal under § 312g para. 2 of the German Civil Code for the following contracts:

- **Contracts for the delivery of products that are not prefabricated and for the manufacture of which an individual selection or identification by the consumer is decisive or which are clearly tailored to the personal needs of the consumer.**
- **Contracts for the supply of products that spoil quickly or with a short shelf life.**
- **Contracts for the delivery of sealed products that are not suitable for return for health protection or hygiene if their seal has been removed following delivery.**
- **Contracts for the delivery of products if they have been inseparably mixed with other products following delivery due to their nature.**

ADDITIONAL NOTES

If you want to return the products, please use the original packaging if it is still available.

Template Cancellation Form

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

To Centropix GmbH, Münkafeld 1, 6800 Feldkirch, Austria, E-mail: office@centropix.com,
Telephone: +4232202950:

I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following products (*)/provision of the following services (*) (*)

- ordered on (*)/received on(*)
- Name of the consumer(s)
- Address of the consumer(s)

- Signature of the consumer(s) (only in case of written notification)
- Date

(* Delete as required)

§ 11 Warranty for Purchases of Products

- (1) If the products purchased and delivered from our online store are defective, you have the right to a new product or to have the product fixed, withdraw from the contract or negotiate a lower purchase price under the applicable law.
- (2) The limitation period for warranty claims for the delivered products is two years from their receipt. Claims for defects which we have fraudulently concealed shall fall under the statute of limitations.
- (3) In addition, defects related to quality and/or durability are also under warranty, provided that we have expressly issued such a guarantee for the specific product/service sold.

§ 12 Limitation of Liability

- (1) We shall be held liable for willful misconduct and gross negligence. Furthermore, we shall be liable for the negligent breach of obligations, the fulfillment of which is essential for the proper performance of the contract, the breach of which jeopardizes fulfilling the purpose of the contract and the observance of which you, as the customer, may regularly rely on. However, in this latter instance, we shall only be liable for the predictable damage to expected for the contract. The same shall apply to breaches of obligations by our vicarious agents.
- (2) The above exclusions of liability shall not apply in the event of harm to life, limb, or health. Liability under the Product Liability Act shall remain unaffected.

§ 13 Place of Jurisdiction; Online Dispute Resolution and Alternative Dispute Resolution; Severability Clause

- (1) If you were domiciled or habitually resident in Germany at the time of conclusion of the contract and have either moved out of Germany at the time, we file suit or your domicile or habitual residence is unknown at that time, the place of jurisdiction for all disputes shall be the registered office of CENTROPIX.
- (2) The European Commission offers a platform for online dispute resolution (ODR) at <http://ec.europa.eu/consumers/odr/>.

(3) We are not obliged or willing to participate in a dispute resolution procedure under the German Consumer Dispute Resolution Act (Verbraucherstreitbeilegungsgesetz, VSBG).

(4) Should specific provisions of this contract be deemed invalid, the rest of the contract shall remain unaffected.

General Terms of Business last updated: 03/05/2021