

General Terms and Conditions

§ 1 Scope of application; contract language

- (1) These General Terms and Conditions (GTC) apply to the contracts concluded between you and us, Centropix GmbH, Münkafeld 1, 6800 Feldkirch, Austria (hereinafter: CENTROPIX), via this online store.
- (2) The language available for the conclusion of the contract is exclusively German. Translations of these terms and conditions into other languages are for your information only. In the event of any differences between the language versions, the German text shall take precedence.

§ 2 Applicable law; mandatory consumer protection regulations

- (1) German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods if
 - (a) you have your habitual residence 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 you have your habitual residence in a member state of the European Union, German law shall also apply, whereby mandatory provisions of the state in which you have your habitual residence shall remain unaffected.

§ 3 Formation of the contract; contract term/termination for subscription contracts

- (1) The presentation of the goods and services in our online store does not constitute a legally binding offer, but an invitation to order (invitatio ad offerendum).
- (2) By clicking on the „Order with obligation to pay“ button in the last step of the ordering process, you submit a binding offer to purchase or book the goods and/or services displayed in the order overview. Immediately after sending the order, you will receive an order confirmation, but this does not constitute acceptance of your contractual offer. A contract between you and us is concluded as soon as we accept your order and/or booking by means of a separate e-mail or dispatch the goods. Please check the SPAM folder of your e-mail inbox regularly.
- (3) A subscription contract concluded between you and Centropix is initially concluded for a minimum term of 1 month or 12 months. The contract is automatically extended by the duration of the original minimum term, i.e. by 1 month or 12 months (so-called follow-up subscription), if it is not terminated at least 1 month before the end of the minimum term. The follow-up subscription can be terminated at any time at the end of a calendar month.
- (4) Cancellations can be made in text form in the customer / partner account of Centropix or in the CENTROPIX app.
- (5) The right of both parties to extraordinary termination without notice for good cause remains unaffected.

§ 4 Technical steps up to the conclusion of the contract and correction of input errors

As part of the ordering process, you first place the desired goods or services in the shopping cart. There you can change the desired quantity at any time or remove selected goods or services completely. If you have placed goods or services there, clicking on the „Continue“ buttons will take you to a page where you can enter your details and then select the shipping and payment method. Finally, an overview page opens where you can check your details. You can correct your input errors (e.g. regarding payment method, dates or the desired quantity) by clicking on „Edit“ in the respective field. If you wish to cancel the order process completely, you can also simply close your browser window. Otherwise, after clicking on the confirmation button „Order with obligation to pay“, your declaration becomes binding within the meaning of § 3 para. 2 of these GTC.

§ 5 Storage of the contract text

The contractual provisions with details of the goods ordered and/or services booked, including these General Terms and Conditions and the cancellation policy, will be sent to you by e-mail upon acceptance of the contractual offer or upon notification thereof. We do not store the contractual provisions.

§ 6 Registration in the online store; processing of your personal data

- (1) You can order goods or services in our online store as a guest or as a registered user. As 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 freely chose when registering. Registration alone does not constitute any obligation to purchase the goods offered by us.
- (2) For information on the processing of your data, please read our privacy policy, which you can access in our online store. When you register, you choose a personal user name and password.

§ 7 Terms of payment; prices

- (1) The purchase price is due immediately upon ordering. Payment for the goods is made by credit card (we use the „SSL“ transmission method to encrypt your personal data), by bank transfer (advance payment), credit card, installment payment, online instant transfer or via PayPal. The customer can find the service provider used for the selected payment method in the information in the online store.
- (2) All prices include statutory VAT, but exclude shipping costs, unless expressly stated otherwise.

§ 8 Retention of title

The goods remain our property until full payment has been made.

§ 9 Terms of delivery

We deliver the goods in accordance with the agreements made with you. Any shipping costs incurred are listed in the product description and are shown separately on the invoice.

§ 10 Right of withdrawal

As a consumer, you are entitled to a right of withdrawal in accordance with the following instructions. A consumer is any natural person who enters into a legal transaction for purposes that are predominantly outside their trade, business or profession.

WITHDRAWAL POLICY FOR THE PURCHASE OF GOODS / 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, took possession of the goods.

To exercise the right to cancel, you must inform us, Centropix GmbH, Münkafeld 1, 6800 Feldkirch, Austria, E-Mail: info@centropix.eu, Phone: +423 220 29 50, of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). You can use the attached sample withdrawal form, but this is not mandatory.

To meet the withdrawal deadline, it is sufficient for you to send your notification of exercising your right of withdrawal before the withdrawal period has expired.

CONSEQUENCES OF REVOCATION

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees for this repayment.

We may refuse repayment 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 send or return the goods to us immediately and in any case within fourteen days of the day on which you inform us of the revocation of this contract at the latest. The deadline is met if you send the goods before the period of fourteen days has expired.

You shall bear the direct costs of returning the goods.

You shall only be liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

EXCLUSION/EXPIRY OF THE RIGHT OF REVOCATION

In accordance with Section 312g (2) BGB, there is no right of withdrawal for the following contracts:

- Contracts for the supply of goods which are not prefabricated and for the manufacture of which an individual selection or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer,
- Contracts for the supply of goods that can spoil quickly or whose expiration date would be quickly exceeded,
- Contracts for the supply of sealed goods which are not suitable for return for reasons of health protection or hygiene if their seal has been removed after delivery,
- Contracts for the delivery of goods if they have been inseparably mixed with other goods after delivery due to their nature.

ADDITIONAL NOTES

In the event that you return the goods to us, please use the original packaging, if still available.

- End of the withdrawal policy for the purchase of goods -

REVOCATION POLICY FOR SUBSCRIPTION CONTRACTS

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 date of conclusion of the contract.

To exercise your right of withdrawal, you must contact us, Centropix GmbH, Münkafeld 1, 6800 Feldkirch, Austria, e-mail: info@centropix.eu, telephone: +423 220 29 50 by means of a clear statement (e.g. a letter sent by post or e-mail) of your decision to withdraw from this contract. You can use the attached model withdrawal form, but this is not obligatory prescribed.

To meet the withdrawal deadline, it is sufficient for you to send your notification of exercising your right of withdrawal before the withdrawal period has expired.

Consequences of revocation

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees for this repayment.

If you have requested that the services should commence during the withdrawal period, you must pay us a reasonable amount corresponding to the proportion of the services already provided by the time you inform us of the exercise of the right of withdrawal with regard to this contract compared to the total scope of the services provided for in the contract.

- End of the withdrawal policy for subscription contracts -

Sample withdrawal form

(If you wish to withdraw from the contract, please complete and return this form)

To Centropix GmbH, Münkafeld 1, 6800 Feldkirch, Austria, e-mail: info@centropix.eu,

Telephone: +423 220 29 50:

I/we (*) hereby cancel the contract concluded by me/us (*) for the purchase of the following goods (*)/the 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 for notification on paper)
- Date

§ 11 Warranty for the purchase of goods

- (1) If the goods purchased and delivered in our online store are defective, you are entitled to demand supplementary performance, withdraw from the contract or reduce the purchase price within the framework of the statutory provisions.
- (2) The limitation period for warranty claims for the delivered goods is two years from receipt of the goods. Claims for defects which we have fraudulently concealed shall become statute-barred within the regular limitation period.
- (3) In addition, you are also entitled to rights due to defects within the scope of a quality and/or durability guarantee, provided that we have expressly given such a guarantee with regard to the item sold in the individual case.

§ 12 Limitation of liability

- (1) We are liable for intent and gross negligence. Furthermore, we shall be liable for the negligent breach of obligations, the fulfillment of which is essential for the proper execution of the contract, the breach of which jeopardizes the achievement of the purpose of the contract and on the observance of which you as the customer may regularly rely. In the latter case, however, we shall only be liable for the foreseeable damage typical of the contract. The same applies to breaches of duty by our vicarious agents.
- (2) The above exclusions of liability shall not apply in the event of injury to life, limb or health. Liability under the Product Liability Act remains unaffected.

§ 13 Place of jurisdiction; online dispute resolution and alternative dispute resolution; severability clause

- (1) If you had your place of residence or habitual abode in Germany when the contract was concluded and have either moved out of Germany at the time the action is brought by us or your place of residence or habitual abode is unknown at this time, the place of jurisdiction for all disputes shall be the registered office of CENTROPIX.
- (2) The European Commission provides a platform for online dispute resolution (OS) at <http://ec.europa.eu/consumers/odr/>.
- (3) We are not obliged or willing to participate in a dispute resolution procedure in accordance with the German Consumer Dispute Resolution Act (VSBG).
- (4) Should individual provisions of this contract be invalid, this shall not affect the remainder of the contract.