

GENERAL TERMS AND CONDITIONS

OF NOVOGENIA GMBH CONCERNING THE CONTRACT MANUFACTURING OF DIETARY SUPPLEMENTS

1. Contractor for contract manufacture of dietary supplements and customer information

Commissioned contract manufacturing of dietary supplements automatically result in a contractual relationship with the company Novogenia GmbH.

2. Warranty/liability

The provider assumes no liability with respect to the chemical or physical reactions of the product and the durability of the finished product in cases of contract manufacturing according to the specifications by the contracting authority. We also exclude – as far as legally permitted – all claims for damages made. Warranty for the chemical stability of the product to be developed will be taken only after conducting a six-week stress tests, wherein it is carried out only on commissions. The accuracy of furnished raw materials is the sole responsibility of the client.

3. Product development/labeling

New recipes are test-created by the provider. The resulting product development costs, unless otherwise specified in a written agreement, are borne by the Client. Are we also mandated under the contract manufacturing to customize the labels of the product. This is done by taking a corresponding sample number to determine and match the exact composition of the product. If the labels are added by the customer, we assume no liability for the compliance of the information on the labels with the actual content of the finished product.

4. Product costing

Our product calculation is based on the predetermined amount information. Deviations from the actual filling weight are possible because of the different specific gravities and densities of ingredients, wherein fluctuations of +/- 7% on our price position are ignored. Higher deviations are post-calculated accordingly. In the provision of raw materials by the client, a production-related shrinkage of at least 10% is to be expected.

5. Marketability

We accept no liability or warranty regarding the marketability in composition, dosage, label text, etc.

6. Industrial property rights

If manufactured according to the client, the client is guarantees that he is entitled to any patent, utility model or other intellectual property rights. The client is obliged to indemnify and hold us harmless of any claims by third parties.

7. Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving a reason. The withdrawal period shall be fourteen days from the date on which you or a third party indicated by you, other than the carrier, has accepted the goods.

To exercise your right of withdrawal, you must inform us by means of a clear statement (e.g. a consigned by post mail, fax or email) of your decision to withdraw from this contract. You may use the attached example withdrawal form to do so, although that is not required. To safeguard the withdrawal period it is sufficient that you send your communication regarding the exercise of the withdrawal before the expiry of the withdrawal period.

Effects of withdrawal

If you withdraw from this contract, we will reimburse all payments which we have received from you, including the costs of supply (with the exception of the additional costs arising from the fact that you have chosen a different method of delivery than that which is offered by us, i.e Ground Shipping), and repay immediately, no later than within fourteen days from the date on which the notification of cancellation of this contract with us has been received. For this repayment we use the same method of payment that you used in the original transaction, unless you expressly agreed otherwise; in any case you will be charged fees for this repayment.

We may withhold reimbursement until we have received the returned goods, or until you have demonstrated that you have returned the goods, whichever occurs earlier. You have to return the goods to us immediately and, in any event, no later than fourteen days from the date on which you inform us about the withdrawal of this contract. The deadline is met if you send the goods before the deadline of fourteen days.

You bear the direct cost of returning the goods. You only have to pay for any diminished value of the goods, if this value is due to a loss necessary to ascertain the nature, characteristics and functioning of the goods.

Excluding the right of withdrawal

The right does not apply to contracts

- for the supply of goods which are not prefabricated and for the production of which an individual choice or decision by the consumer shall prevail or which are clearly tailored to the personal needs of the consumer,
- the supply of goods that can spoil quickly or whose expiration date has passed quickly,
- for the supply of sealed goods which are not suitable to return if their seal was removed after delivery for reasons of health or hygiene,
- the supply of goods if they were mixed with other goods after delivery, which are inseparable due to their nature,
- the supply of alcoholic beverages, the price of which has been agreed in the contract, but which can be delivered at the earliest 30 days after the conclusion of the contract, and their current value depends on fluctuations in the market, on which the trader has no influence
- for the supply of audio or video recordings or computer software in a sealed package, if the seal was removed after delivery
- the supply of newspapers, periodicals or magazines with the exception of subscription contracts.