

GENERAL TERMS AND CONDITIONS

OF NOVOGENIA GMBH CONCERNING THE PURCHASE OF DIETARY SUPPLEMENTS BY COMPANIES

1. Contractor for dietary supplements and customer information is

Company

Novogenia GmbH
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5301 Eugendorf
Austria
Commercial register: FN 323177k
Tax number: FA Salzburg Stadt 162/4336
UID number: ATU 64713304

Contact

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Managing director: Dr. Daniel Wallerstorfer
E-Mail: service@novogenia.com

Bank details

Bank: Salzburger Sparkasse Bank AG
Account: 00040445165
Bank code: 20404
BIC: SBGSAT2S
IBAN: AT332040400040445165

2. Scope

Our terms and conditions apply exclusively; conflicting conditions or conditions deviating from our terms and conditions by the contractual partner are not accepted, unless we have agreed to them in writing. Our Terms and Conditions shall apply even if we carry out or accept deliveries or contract manufacturings without reservation, despite the knowledge of conflicting conditions and conditions deviating from our terms and conditions by the contractor. All agreements made between us and the contracting party for the purpose of contract execution, shall not be legally effective unless in writing. Verbal commitments or written statements shall only be valid if confirmed in writing. Our terms and conditions only apply to companies within the meaning of § 1 KSchG. Our Terms and Conditions also apply to future transactions, particularly when they take place later on via telephone, in writing or by fax.

3. Liabilities/late payments

We are entitled to offset any payments made by the customer to other liabilities, even if a specific payment purpose is stated by the customer. In case of default, a flat fee of € 11, – is charged. It is agreed that any reminder, collection and / or bank transfer costs are borne by the invoice recipient. In case of default, we are entitled to demand a minimum of 4% interest on the respective secondary market yield of Austrian bonds.

4. Retention of title

The goods will remain at our propert until full payment of the purchase price and all related costs and expenses. In case of even partial delay in payment, we shall be entitled to collect the goods without the buyer's consent. Assertion of the reservation of ownership shall involve a withdrawal from the contract only if this is explicitly declared. A resale of the goods is only permitted under note of ownership and advance assignment of the resale price.

5. Delivery

Compliance with the agreed delivery period presupposes the clarification of all execution details. Naturally we strive to meet or exceed the agreed delivery time. Should we be unable to keep the agreed delivery date, the purchaser is obliged to impose a cure period of four weeks in writing. If the delivery is made within the prescribed period, the performance of the contract is to be considered as provided in due time. The buyer shall only have right of withdrawal from the contract due to non-timely fulfillment in the event that the contract hasn't been fulfilled despite a written request and fruitless expiry of a grace period of four weeks included therein. If the delay on our part is intent or gross negligence, the client is entitled to claims for damages for non-performance, but our liability for damages is limited to foreseeable damage. We are entitled to premature delivery deviating from the agreed delivery date. In this case, the client is obligated to accept the goods even before the agreed delivery date. Unless otherwise agreed in writing, the client is also obliged to accept partial deliveries as fulfillment. If the client is in delay of acceptance or in violation of other obligations to cooperate, we shall be entitled to demand compensation for damages incurred by us, including any additional expenses by the client. The delivery shall be deemed as agreed 'ex works'. If desired by the customer, we will insure the shipment for transport at the expense of the client.

6. Defects and warranty

The assertion of warranty claims of the client presupposes, the the client properly complied with and fulfilled the examinations and obligations set forth in § 377 and § 378 HGB. Obvious defects or shortages must be reported in writing within three days of receiving the goods, otherwise the entire delivery is deemed approved. If later in the initial investigation undetectable defect are found, the buyer has to inform us immediately. In any case, the notice of defects shall be specific, detailed and in writing.

7. Information requirements

The client has to immediately inform us of any damage resulting from goods delivered by us that he becomes aware of, especially if a third party request reimbursement for damages under the title of product liability or the disclosure of his supplier, becomes aware of a product defect of our goods in another way or is damaged himself. The client shall compensate us for costs incurred by due to non-immediate notification (e.g. compensation claims).

Clients are responsible for checking invoices for goods and / or commission statements from transactions of customers with the provider immediately and notifying the provider in writing of any deficiencies in the bill / invoice within a period of 14 days after receipt of invoice / billing.

8. Offer

Our offers are non-binding. The order signed by the ordering party is a binding offer. We are entitled to accept this statement of intent within eight days by sending an order confirmation or by sending the ordered goods to the buyer to which. The purchaser will be bound to the offer for that time. Acceptance of all orders is subject to the availability of products.

9. Subject to change

We reserve changes in presentation, administration and composition of our products.

10. Return of goods

We have no obligation to accept returns of already delivered goods. If, in individual cases, a return is accepted, the client will in any case be charged a handling fee of 10% of the invoice amount in credit.