

GENERAL TERMS AND CONDITIONS

OF NOVOGENIA GMBH CONCERNING THE PURCHASE OF BEAUTY PRODUCTS

1. Contractor

Company

Novogenia GmbH
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Austria
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Contact

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Managing director: Dr. Daniel Wallerstorfer
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Bank details

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

2. General scope

The following terms and conditions govern the contractual relationship between the provider and the buyer in their version that is valid at the time the order is placed. They apply to all deliveries worldwide and include all products that are applied in the field of beauty and beauty preservation (cremes, shampoos etc.).

3. Contract, purchase price and buyer defaults

The offering on our site on the Internet is merely a non-binding invitation to the customer to make an offer. After placing an order and thus the submission of an offer to conclude a contract, the customer will receive an order confirmation to the email address provided by him. This represents the acceptance of the offer by the provider, so the contract is legally binding is closed.

Our products are carefully manufactured to pharmaceutical rules. Furthermore, we also have a scientist check the recipe for your safety. Requirement is that you do not have allergies or significant skin diseases. If applicable, these shall be made known to us. After conclusion of the contract, the customer is obliged to immediately transfer the total amount to the account of the provider, make the payment by Paypal or credit card or to pay the invoiced amount.

The purchase price is to accrue interest during the delay in payment by the purchaser. The interest rate is five percentage points above the base rate. In addition, the provider is willing to accept credits to the PayPal account of the provider on account of performance (§364 II BGB) (provider is PayPal (Europe) S.à r.l & Cie SCA; 5. Floor, 22-24 Boulevard Royal, L-2449, Luxembourg). The contractual relations between PayPal and its customers are governed exclusively by the terms of PayPal.

4. Delivery

The delivery occurs by consignment of products to the address given by the buyer. Delivery will be made at the discretion of the provider, where appropriate, after receipt of the total amount on the relevant account.

5. Right of withdrawal

In cases in which one of the substantive reasons listed below exists after the conclusion, the provider is entitled to immediately withdraw from the contract with the customer: 1. In case of active defects 2. In case of incorrect or delayed self-delivery. This does not apply to non-delivery caused by the provider. The provider is obliged to inform the customer about the unavailability of the service, without delay. Already exchanged services, particularly a total price already paid by the purchaser will be refunded immediately.

6. Liability for defects

In the case of a defect, the statutory provisions apply. The provider is not liable for further damages incurred by the buyer as a result of defective delivery.

This disclaimer does not apply to damages resulting from injury to life, limb or health caused by an intentional or negligent breach of duty by the provider or a willful or negligent breach of duty by its legal representative or agent.

This disclaimer also does not apply to other damages, which occur due to an intentional or grossly negligent breach of duty by the provider or on an intentional or grossly negligent breach of duty of its legal representatives or agents.

7. Retention of title

The goods remain with the provider until full payment.

8. Offset

The buyer only has a right to offset if his counterclaims are legally established or recognized by the provider.

9. Withdrawal and revocation

In general, you have a right of return or revocation according to § 312 b ff BGB. However, in case of an order this is ruled out, because we produce your order according to your own specifications, wherefore no other customers may benefit, because we customize the product for you individually. So we explicitly point out, that a right of return or revocation no longer exists upon dispatch of your individual order.