
General Business and Delivery Terms

of the DDr. Karl-Georg Heinrich Online Shop

1. Scope of Application of the General Business and Delivery Terms

1.1. For the business relationship between DDr. Karl-Georg Heinrich and the customer in long distance sales, the following General Business and Delivery Terms, in their version current at the time of the respective order, apply exclusively to transactions made by electronic means and to all other orders. No different terms stipulated by the buyer shall apply unless DDr. Karl-Georg Heinrich has expressly agreed to them in writing.

1.2. By sending in the order form, the customer accepts these General Business and Delivery Terms in their version current at that time as binding.

1.3. It is pointed out to the customer that information according to § 5 E-Commerce Law (*E-Commerce-Gesetz*) about DDr. Karl-Georg Heinrich is available under <http://perfectskin.cc/en/imprint/>. Should the information mentioned in § 5c Governing Provisions to Protect Consumers (*Konsumentenschutzgesetz*) not appear in direct connection with the offers, this information can also be found under <http://perfectskin.cc/en/imprint/>. With consumer transactions and in addition to the information published online, DDr. Karl-Georg Heinrich shall send written confirmation of the information mentioned in § 5c Governing Provisions to Protect Consumers (*Konsumentenschutzgesetz*) promptly during the fulfillment of the contract, but no later than with delivery of the merchandise, unless the latter has already been given in writing upon conclusion of the contract. A confirmation on a durable data medium available and accessible to the consumer is equivalent to the written confirmation. Information about the consumer's right of cancellation, the address of the office in charge of handling complaints and claims, as well as information about customer service and warranty terms shall also be provided.

2. Products and Services

DDr. Karl-Georg Heinrich sells nutritional supplements.

3. Conclusion of the Contract

3.1. Offers represent a non-binding invitation to customers to order from DDr. Karl-Georg Heinrich.

3.2. By sending in the completely filled out order form in the online process or by e-mail, which contains all necessary ordering data, the customer is making a binding offer to conclude a contract. A contract may only be regarded as established if DDr. Karl-Georg Heinrich ships the ordered product to the customer or sends the customer a letter of acceptance.

3.3. The conclusion of the contract shall be subject to timely and complete delivery by our suppliers. DDr. Karl-Georg Heinrich may refuse to accept orders without having to give reasons, and reserves the right to cancel the contract in the case of text, printing, and calculation errors due to circumstances outside his control. The customer shall be notified accordingly. Should the customer have already made payment, the latter shall be refunded.

4. Prices

4.1. All prices are understood as net, plus the applicable VAT and plus any shipping fees.

4.2. Under legal regulation, certain deliveries (e.g., deliveries to non-EU countries) in Austria are VAT exempt. If VAT is owed under the legal regulations in the receiving country, the latter shall be paid additionally upon receipt of the merchandise. Furthermore, the merchandise may be subject to import duties, which the buyer shall pay additionally upon receipt of the merchandise.

4.3. The customer shall be responsible for shipping fees, which may vary with the value of the order and the place of delivery.

4.4. The purchase price and shipping fees are payable immediately, without deductions.

5. Payment

5.1. Payment can be made either by credit card or by bank transfer to the business account of DDr. Karl-Georg Heinrich, as the customer chooses. DDr. Karl-Georg Heinrich reserves the right to restrict the customer's choice of ordering methods depending on the value of the order, shipping zone, or other objective criteria.

5.2. All prices are quoted in euros.

5.3. In the online process, the respective purchase price plus shipping fees will be charged to the customer's credit card when the order form is sent in.

5.4. For payment by bank transfer, all transfer fees shall be charged to the customer.

6. Delivery / Shipping after Receipt of Payment

6.1. Merchandise shall not be sent to addresses with post office box numbers, nor will we accept any orders from an address with a post office box number. There are no exceptions.

6.2. Merchandise shall be delivered to the delivery address given to DDr. Karl-Georg Heinrich. In the case where no precise delivery address is given, the customer's address shall count as a valid delivery address. Deliveries shall only be made after payment of the purchase price plus shipping fees to the business account of DDr. Karl-Georg Heinrich. There are no exceptions.

6.3. In principle the delivery time depends upon the mail service and deliveries by third parties and may take up to 60 days after receipt of payment, unless arranged otherwise. As a general rule, the merchandise is shipped within a few days after receipt of payment. Delivery dates and delivery periods are only binding when expressly confirmed in writing by DDr. Karl-Georg Heinrich. If in an exceptional case delivery is not possible within the 60 day period following receipt of payment, DDr. Karl-Georg Heinrich shall inform the customer accordingly no later than at the end of the delivery period. In this case the customer has the right to cancel the order, which he or she must exercise promptly and in writing.

6.4. Delivery will be made by a dispatching service chosen by DDr. Karl-Georg Heinrich. The customer shall be charged a flat shipping rate, which depends on the value of the order and the place of delivery.

6.5. DDr. Karl-Georg Heinrich is at liberty to make partial deliveries, provided that this is reasonable for the customer. Additional shipping costs may not be charged unless expressly agreed otherwise. In the case where a business address is given as the shipping address, DDr. Karl-Georg Heinrich shall consider the delivery as completed upon delivery of the merchandise to the front desk of the business.

7. Cancellation Right for Consumers in Long Distance Sales

7.1. If the customer is a consumer, the latter has the right to cancel a contract agreed upon by long distance sale or a contract declaration agreed upon by long distance sale within 14 calendar days. The cancellation period begins – for contracts for the supply of goods – on the day on which the customer or a third party named by the customer (excepting carriers) acquires material possession of the goods. Sending the notice of cancellation within the cancellation period constitutes compliance with the deadline.

7.2. The declaration of cancellation and the return of the merchandise shall be directed:

By mail to:

DDr. Karl-Georg Heinrich
Landhausgasse 2, 1010 Vienna, Austria

or by e-mail to:

info@perfectskin.cc

7.3. This cancellation right does not apply to contracts for

a) merchandise that has been manufactured according to customer specifications or is clearly adapted to personal requirements, or by reason of its nature is not suitable for return shipment, or may deteriorate rapidly, or if after shipping its sell-by-date would be exceeded, nor for

b) audio or video recordings or software that is delivered in a sealed package, if the seal has been removed after delivery (e.g., DVDs), nor for

c) the supply of digital content not stored on a tangible medium, where express consent has been given by the customer, coupled with the customer's acknowledgment of the loss of the cancellation right upon early commencement of contractual performance, and after the making available of a copy or confirmation pursuant to § 5 (2) or § 7 (3), that delivery of such content begins before the end of the cancellation period according to § 11.

7.4. If the customer cancels the contract, he shall return the goods immediately, and not later than 14 days after delivery of the notice of cancellation to the trader. The trader shall reimburse all payments made by the customer, including, where appropriate, the costs of delivery, without delay and in any case within 14 days of receipt of the cancellation notice. If the customer has expressly opted for a type of delivery other than the cheapest standard delivery offered by the trader, he shall not be entitled to recover the additional costs thereby incurred. The trader may withhold reimbursement until he has received the returned goods. The customer shall pay the trader compensation for any reduction in the fair value of the goods, if this loss is attributable to handling thereof not necessary to ascertain the nature, properties, and functioning of the goods.

7.5. The consumer is responsible for the costs of return shipment.

8. Warranty

8.1. Details, figures, and descriptions of weights, dimensions, and performances contained in brochures, catalogs, newsletters, advertisements, and price lists are for informational purposes only. DDr. Karl-Georg Heinrich assumes no liability for the correctness of this information. As regards the nature and scope of the delivery, only the details contained in the order confirmation or invoice are authoritative.

8.2. Should there be a warranty defect, under the provisions of law the customer is at liberty to demand supplementary performance, cancel the contract, or reduce the purchase price.

8.3. According to the present level of technology, uninterrupted and/or error-free communication of data via the internet cannot be guaranteed. DDr. Karl-Georg Heinrich assumes no liability for the continuous availability of the online offer.

8.4. If the customer is an entrepreneur in the sense of the Austrian Business Code (*Unternehmensgesetzbuch*), warranty claims require the latter to have complied with the statutory inspection and reporting duties.

8.5. The statutory provisions regarding warranty shall apply. The statute of limitations of warranty claims for the delivered merchandise is two years counting from the handover of the merchandise. The statute of limitations is shortened to 1 year if the customer is an entrepreneur.

9. Liability

9.1. Unless compulsory statutory provisions stipulate otherwise, DDr. Karl-Georg Heinrich shall only be liable in the case of malice, intent, and gross negligence.

9.2. DDr. Karl-Georg Heinrich shall not be liable for any indirect or direct damages resulting from nonfulfillment of the order, except for a possible reimbursement of all or part of the order value. Liability for subsequent damages and foregone profit, as well as compensation for any damages in the sense of the Product Liability Law (*Produkthaftungsgesetz*), however arising, are excluded by common accord.

9.3. The exclusion or limitation of DDr. Karl-Georg Heinrich's liability in these General Business and Delivery Terms shall likewise apply to the personal liability for damages of DDr. Karl-Georg Heinrich's employees (assistants and/or agents).

10. Protection of Information

10.1. DDr. Karl-Georg Heinrich processes person-related data of the customer for specific purposes and in accordance with the provisions of law. The personal data (e.g., name, e-mail, address, payment information) given for ordering merchandise shall be used for the fulfillment and performance of the contract. DDr. Karl-Georg Heinrich shall treat these data with confidentiality and not forward them to any third parties who are not involved in the ordering, delivery, and payment process.

The customer expressly consents to this use of his/her person-related data for these specific purposes.

The customer has the right to receive information about the person-related data on file upon request free of charge (except for the connection charge in each case). In addition the customer has the right to demand correction of incorrect data, the blocking and/or deletion of his/her data, unless this is opposed by compulsory recordkeeping duties.

The order data of the online form may be forwarded in unencrypted form by e-mail.

10.2. The customer declares his/her consent, which may be revoked at any time, to receive information from DDr. Karl-Georg Heinrich about services, products, and news by e-mail (e.g., newsletter).

11. Legal Venue – Place of Fulfillment – Choice of Law

11.1. The place of fulfillment is the business location of DDr. Karl-Georg Heinrich in 1010 Vienna.

11.2. The legal venue is the court system of Vienna. DDr. Karl-Georg Heinrich is also at liberty to bring suit against the customer at the court in his/her place of residence if he so chooses.

11.3. Austrian law applies exclusively. The application of the UN Purchasing Law (*UN-Kaufrecht*) and the reference standards is excluded.

12. Miscellaneous

12.1. DDr. Karl-Georg Heinrich reserves the right to supplement or amend these General Business and Delivery Terms. The customer is responsible for rereading the General Business and Delivery Terms with each order from DDr. Karl-Georg Heinrich. For legal actions taken prior to the amendment, the original terms shall continue to apply.

12.2. Should individual clauses of these General Business and Delivery Terms be deemed wholly or partially void or infeasible, this shall not affect the validity or the feasibility of the other clauses. An invalid/infeasible clause shall be replaced with a new term that comes closest the spirit and economic purpose of the invalid/infeasible clause. The same shall apply should any regulatory loopholes occur.

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Information on Exercising the Consumer's Cancellation Right

As a consumer in the sense of the Governing Provisions to Protect (*Konsumentenschutzgesetz*) you have the right to cancel this contract within fourteen days without giving any reason.

The cancellation period is fourteen days from the date on which you or your named representative (carriers excepted) have taken the goods into possession.

To exercise your cancellation right, you must notify the trader (DDr. Karl-Georg Heinrich, 1010 Vienna, Landhausgasse 2) by means of a clear statement (consigned for example by post mail, fax or e-mail) of your decision to cancel. You may use the attached cancellation form template, although this is not mandatory.

In order to observe the cancellation period, it is sufficient for you to send the statement of your intent to cancel before the cancellation deadline.

Consequences of Cancellation

If you cancel this contract, we shall reimburse to you all payments received from you, including delivery costs (with the exception of additional costs arising from your specifying a delivery type other than the standard economy delivery options offered by us), promptly, and at the latest within fourteen days from the date we receive your notice of cancellation from this contract. For this refund, we shall use the same method of payment that you used in the original transaction, unless we explicitly agreed otherwise with you; in any case you will not be charged any fees for such refund. We may withhold reimbursement until we have received the returned goods, or until you have provided a proof that you have returned the goods (whichever is earlier).

You shall return the goods promptly, and in any event not later than fourteen days from the date on which you notify us of your cancellation of this contract, to DDr. Karl-Georg Heinrich, 1010 Vienna, Landhausgasse 2. The deadline shall be met if you send the goods before the deadline of fourteen days.

You shall bear the direct cost of returning the goods.

You shall only be required to pay for any diminished value of the goods if this loss is due to you handling them in a manner beyond which is necessary to ascertain the nature, characteristics, and functioning thereof.

Exceptions from the Cancellation Right (Withdrawal Right)

The customer has no cancellation right (withdrawal right) for the supply of digital content not stored on a tangible medium, if the trader – with the express consent of the customer, coupled with the customer's acknowledgment of the loss of cancellation rights following early start of contractual performance and after provision of a copy or confirmation pursuant to § 7 (3) Long Distance Sales Act (*FAGG*) – has commenced delivery before the end of the otherwise existing cancellation period.

Pursuant to § 7 (3) Long Distance Sales Act (*FAGG*), the customer shall receive on a durable medium (e.g., e-mail) confirmation of the concluded contract, as well as the information specified in in § 4 (1) Long Distance Sales Act (*FAGG*), within a reasonable time after conclusion of the contract, in any case not later than commencement of contractual performance, as far as such information was not previously provided on a durable medium. The contract confirmation contains the confirmation of approval regarding immediate contractual performance and acknowledgment by the customer regarding the thereby forfeited cancellation right (withdrawal right).

Cancelation Form Template for Consumers

To DDr. Karl-Georg Heinrich
1010 Vienna, Landhausgasse 2
Austria

Hereby I/we* revoke the concluded contract for the purchase of the following products:

Ordered on* / received on*: _____

Name of the consumer: _____

Address of the consumer: _____

Signature of the consumer (only necessary in case of notification on paper):

Date: _____

* Please delete where inapplicable.