

General Terms and Conditions

between

CNSAC MedShop GmbH, Am Sonnenstuhl 63, D-97236 Randersacker, Germany registered under commercial register No.: HRB 15116, represented by Dr. Arash Kianian, VAT registration No.: DE332512838 - hereinafter „the provider“ –

and

the customer referred to in Section 2 of the contract - hereinafter “the customer”.

§ Section 1 Scope, definitions

(1) The following General Terms and Conditions exclusively govern the business relationship between the web shop provider (“the provider”) and the customer (hereinafter “the customer”) as amended at the time of ordering. Any deviating conditions of the ordering party/customer shall not be acknowledged, unless the provider expressly agrees to the validity thereof in writing.
(2) The customer is a consumer, inasmuch as the purpose of the ordered goods and services in the main can neither be attributed to his commercial nor his independent professional activity. On the other hand, an entrepreneur is any natural or legal person or legally responsible partnership which is exercising its commercial or independent professional activity on the conclusion of the contract.

§ Section 2 Conclusion of the contract

(1) The customer can select products from the provider’s range, in particular devices and accessories for the treatment as well as accessories and consumable materials for the medical diagnosis of sleep apnoea, and place these in a so-called shopping basket via the “Add to basket” button. The customer issues a binding request to purchase the goods in the basket via the “Buy/send order” button. Prior to sending the order, the customer can amend and view the data at any time. However, the request can only be issued and transmitted if the customer has accepted these contract terms by selecting the box “I have read the General Terms and Conditions and hereby acknowledge them” and has, as a result, incorporated them in his request.
(2) The provider subsequently sends the customer an automatic acknowledgement of receipt via email, which sets out the details of the customer’s order again and which the customer can print via the “Print” function. The automatic acknowledgement of receipt simply documents the fact that the provider has received the customer’s order and does not constitute acceptance of the request. The contract is not brought about until the provider has issued a declaration of acceptance, which is sent with a separate email (confirmation of order). The text of the contract (consisting of the order, General Terms and Conditions and confirmation of order) is sent by us to the customer on a durable medium (email or hard copy) (confirmation of order) in this email or in a separate email, but at the latest upon delivery of the goods. The text of the contract is stored in full compliance with data protection requirements.
(3) When an order is placed for our services by sending the FAX order form on our website by FAX or by sending the FAX order form by email, the customer has accepted these contract terms by selecting/ticking the box “I have read the General Terms and Conditions and hereby acknowledge them” and has, as a result, incorporated them in his order. The contract is not brought about until the provider has issued a declaration of acceptance, which is sent by means of a separate email or by FAX (confirmation of order) to the customer. The text of the contract (consisting of the order, General Terms and Conditions and confirmation of order) is sent by us to the customer on a durable medium (email or hard copy) (confirmation of order) in this email or in a separate email, but at the latest upon delivery of the goods. The text of the contract is stored in full compliance with data protection requirements.
(4) When an order is placed for our services by means of the “Online order” form stored on our website, the online order can only be placed and transmitted once the customer has accepted these contract terms by selecting the box “I have read the General Terms and Conditions and hereby acknowledge them” and has, as a result, incorporated them in his request/his order. The contract is not brought about until the provider has issued a declaration of acceptance, which is sent with a separate email (confirmation of order). The text of the contract (consisting of the order, General Terms and Conditions and confirmation of order) is sent by us to the customer on a durable medium (email or hard copy) (confirmation of order) in this email or in a separate email, but at the latest upon delivery of the goods. The text of the contract is stored in full compliance with data protection requirements.
(5) When an order is placed for our services by email to our email address info@cnsac.com, a confirmation email will be sent to customer including order information and General Terms and Conditions which can be printed by the customer. The customer should confirm the receipt of General Terms and Conditions and order information via email. The contract is not brought about until the provider has issued a declaration of acceptance, which is sent with a separate email (confirmation of order). The text of the contract (consisting of the order, General Terms and Conditions and confirmation of order) is sent by us to the customer on a durable medium (email or hard copy) (confirmation of order) in this email or in a separate email, but at the latest upon delivery of the goods. The text of the contract is stored in full compliance with data protection requirements.
(6) By telephone orders, the customers are always asked to enter a valid email address or FAX number. After acceptance of a telephonic order, an acknowledgement of receipt including order information and General Terms and Conditions will be sent to the customer via email or FAX, which can be printed by the customer. The customer should confirm the receipt of General Terms and Conditions and order information via email or FAX. The contract is not brought about until the provider has issued a declaration of acceptance, which is sent with a separate email (confirmation of order). The text of the contract (consisting of the order, General Terms and Conditions and confirmation of order) is sent by us to the customer on a durable medium (email or hard copy) (confirmation of order) in this email or in a separate email, but at the latest upon delivery of the goods. The text of the contract is stored in full compliance with data protection requirements.
(7) The contract shall in all cases be concluded in German.

§ Section 3 Delivery, availability of goods

(1) Delivery times indicated by us are calculated from the date of our confirmation of order, subject to previous payment of the purchase price (except for purchases on account). If no delivery period is indicated or unless a different delivery period is indicated for the respective goods in our online shop, the delivery period is 4-5 business days.
(2) If, at the time of the customer’s order, we do not have any of the product selected by him in stock, the provider shall immediately inform the customer of this in the confirmation of order. If the product is permanently out of stock, the provider shall not issue a declaration of acceptance. No contract is brought about in this case.
(3) If the product designated by the customer in the order is only temporarily unavailable, the provider shall immediately inform the customer of this as well in the confirmation of order. In the event of a delivery delay of more than two weeks, the customer has the right to cancel the contract. This shall not affect the customer’s statutory right to cancel (see Section 9 of these contract terms). Incidentally, the provider is also entitled to release itself from the contract in this case. It shall then immediately refund any payments already made by the customer.

§ Section 4 Retention of title

The goods delivered shall remain the property of the provider until they have been paid for in full.

Section 5 Prices and shipping costs

(1) All of the prices indicated on the provider’s website include statutory value-added tax at the prevailing rate. Net prices are only displayed in the basket to entrepreneurs following prior verification.
(2) The relevant shipping costs are indicated to the customer in the order form and are to be borne by the customer, inasmuch as the customer is not using his right to cancel. The provider shall deliver orders for goods totalling 100.00 EUR or more to customers in Germany and Austria free of shipping costs. For all other countries, the shipping costs shall be individually calculated in our online shop www.cnsac-medshop.com.
(3) The goods shall be dispatched by post. The shipping risk is borne by the provider, if the customer is a consumer.
(4) The customer must bear the direct costs of returning the goods if he chooses to cancel the order.

Section 6 Methods of payment

(1) The customer may make payment by advance payment, cash, credit card, PayPal, immediate transfer or on account. Purchase on account is possible only for customers registered in the store from the first order.
(2) The customer may amend the payment method stored in his user account at any time.
(3) The payment of the purchase price shall be immediately due on conclusion of the contract. By default, payments are to be made within 14 days of the invoice date without any deductions. For new export customers, delivery will only be made after advance payment has been made.
(4) If the invoice amount is not paid within 14 calendar days from the invoice date or other due date, we shall be entitled to charge interest on arrears in the proven amount, at least 5% above the base interest rate of the European Central Bank (ECB), without the need for a special reminder.

(5) From the 1st reminder we charge a processing fee of 5 €. For the 2nd reminder 10 € and for the 3rd reminder 20 €. (6) Invoices and reminders may be sent by mail or e-mail at our discretion. The customer agrees to receive invoices electronically. Electronic invoices will be sent to the customer by e-mail in PDF format to the e-mail address provided by the customer. At the express request of the customer, the invoice dispatch can also be switched to delivery by mail at any time.
(7) The customer’s obligation to pay default interest does not exclude the possibility of the provider claiming further damages as a result of the delay.

Section 7 Warranty for material defects, guarantee

(1) The provider shall be liable for material defects in pursuance of the prevailing legal provisions regarding this, in particular Sections 434 et seq. of the *Bürgerliches Gesetzbuch* [German Civil Code (BGB)]. The warranty period on items supplied by the provider with respect to entrepreneurs is 12 months.
(2) An additional guarantee only exists for the goods supplied by the provider, if this was expressly provided in the confirmation of order regarding the relevant article.

Section 8 Liability

(1) Claims by the customer for damages are excluded. This excludes claims for damages by the customer arising from injury to life, body or health or resulting from the breach of material contractual obligations (cardinal duties) as well as liability for other damages which are based on an intentional or grossly negligent breach of duty by the provider, its legal representatives or vicarious agents. Material contractual obligations are those obligations which have to be fulfilled in order to achieve the objective of the contract.
(2) In the event of a breach of material contractual obligations, the provider shall only be liable for the foreseeable damage which is typical of the contract, if said damage has simply been caused by negligence, unless the claims relate to claims for damages by the customer arising from injury to life, body or health.
(3) The restrictions of Subsections 1 and 2 also apply in favour of the provider’s legal representatives and vicarious agents, if claims are made directly against the latter.
(4) This shall not affect the provisions of the Product Liability Act.

Section 9 Cancellation policy

(1) Consumers concluding a long-distance transaction have a fundamental legal right to cancel. The provider has set out information about the right to cancel in accordance with the statutory model below. The exceptions to the right to cancel are set out in Subsection (2). A specimen cancellation form is provided in Subsection (3).

Cancellation policy

Right to cancel

You are entitled to cancel this contract within fourteen days without giving reasons.

The cancellation period is fourteen days from the date on which you or a third party nominated by you, who is not a carrier, took possession of the goods.

In order to exercise your right to cancel, you must inform us,

CNSAC MedShop GmbH
Am Sonnenstuhl 63
D-97236 Randersacker
Email: info@cnsac-medshop.com
Fax: +49 931 35 90 94 988

by way of an unequivocal declaration (e.g. a letter sent by post, a fax or an email) about your decision to cancel this contract. For this purpose, you may use the attached specimen cancellation form, but this is not mandatory.

To observe the cancellation period, it is sufficient to send the notice that you are exercising your right to cancel prior to the expiry of the cancellation period.

Consequences of the cancellation

(1) If you cancel this contract, we have to repay all payments which we have received from you, including the delivery costs (with the exception of any additional costs resulting from you choosing a method of delivery other than the economical standard delivery offered by us), without delay and at the latest within fourteen days of the day on which we received the notice about your cancellation of this contract. For such repayment we will use the same means of payment that you used for the original transaction, unless otherwise expressly agreed with you. Under no circumstances will you be charged any fees due to this repayment.
We may refuse repayment until the goods have been returned to us or until you have furnished us with evidence that you have returned the goods, whichever is the earlier.
You must send back or deliver to us the goods without delay and, in any case, at the latest within fourteen days of the day on which you informed us about the cancellation of this contract. The time limit has been observed if you send the goods prior to the expiry of the fourteen-day time limit.
You shall bear the direct costs of returning the goods.
You only have to compensate for a possible loss of value of the goods if such loss of value is due to your handling the goods in a way that is not required for examining the quality, features and functionality of the goods.
(2) The right to cancel does not apply in the case of contracts for the delivery of sealed goods which, for reasons of health or hygiene, cannot be returned if their seal has been removed after delivery.
(3) The provider has provided information about the specimen cancellation form in accordance with the statutory regulation below.

Specimen cancellation form

(If you wish to cancel the contract, please complete this form and return it to us).

- CNSAC MedShop GmbH, Am Sonnenstuhl 63, DE-97236 Randersacker, Email info@cnsac-medshop.com, Fax +49 931 35 90 94 988

— I/we (*) hereby cancel the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*)
— Ordered on (*)/received on (*)
— Name of the consumer(s)
— Address of the consumer(s)
— Signature of the consumer(s) (only in the case of notification in paper form)
— Date

(*) Delete as appropriate

Section 10 Concluding provisions

(1) The law of the Federal Republic of Germany shall apply to contracts between the provider and the customer, to the exclusion of the UN Convention on Contracts for the International Sale of Goods. This shall not affect the statutory provisions on the restriction of the choice of law and the applicability of mandatory provisions in particular of the State, in which the customer has his habitual residence as a consumer.
(2) If the customer is a merchant, a legal person under public law or a public separate estate, the jurisdiction for all disputes arising from contractual relationships between the customer and the provider shall be the registered office of the provider.
(3) The other parts of the contract shall remain binding even in the event of individual points thereof becoming legally ineffective. The statutory provisions, if any exist, shall replace the invalid points. However, should this constitute an unreasonable hardship for one party to the contract, the contract shall become ineffective in its entirety.