

General Terms and Conditions for Sale and Delivery

Löwenstein Medical SE & Co. KG

1 General

- 1.1 In business transactions between the Ordering Party (you) and Löwenstein Medical SE & Co. KG (Löwenstein Medical), the following General Terms and Conditions for Sale and Delivery (GTC) apply exclusively to all our deliveries, services and offerings.
- 1.2 The Online Shop is only for consumers in the meaning of § 13 German Civil Code (BGB). It is oriented to consumers in the Federal Republic of Germany.
- 1.3 Delivery of ordered goods to a foreign delivery address is excluded. The customer, however, is free to organize shipment abroad on his own. In isolated cases, an order from abroad can be refused on the basis of contractual obligations to the manufacturer.
- 1.4 Löwenstein Medical will deliver the goods presented for sale only in normal household quantities, i.e., small amounts.
- 1.5 Furthermore, Löwenstein Medical reserves the right to make changes to these conditions with effect for the future at any time without prior notice. The General Terms and Conditions apply at the time the order is placed.
- 1.6 Order placement requires that the customer be at least 18 years of age and in possession of a valid e-mail address.

2 Offers and Orders

- 2.1 Our offers, including those in brochures, advertisements and the like, and our prices are always non-binding and without obligation. We reserve the right to make technical changes and any changes in form, color or weight within reasonable bounds. Information regarding the quality of the goods is primarily provided in the respective description in the offering of the Online Shop at the time of order placement and is supplemented by the product description of the manufacturer.
- 2.2 We provide a warranty for the condition of an item only when such provision has been explicitly agreed to in writing.
- 2.3 Löwenstein Medical reserves the right at any time without prior notice to remove products presented in the Online Shop or to replace them with others.
- 2.4 Special offers apply only as long as supplies last. Changes and errors excepted.

- 2.5 The order you place first becomes binding when you have put the goods in your shopping basket, entered information that is required for the order and payment method and have confirmed all the entered information in a final check, during which you can correct any input.

3 Contract Conclusion

The contract goes into effect first upon our order confirmation in text form, with which you also receive the contract text and withdrawal instructions. If an order confirmation is not issued, the contract goes into effect with delivery of the goods.

4 Delivery, Delivery and Service Performance Deadlines

- 4.1 The risk of unintentional loss and unintentional deterioration of the goods is transferred to you as the buyer upon the handover of the goods to the shipper or freight forwarder whose services we contract or to the company otherwise responsible for carrying out the delivery. Likewise, the risk is transferred from you to the buyer upon handover to the company you contract to make deliveries to a foreign country.

- 4.2 Delivery of the goods takes place only after receipt of advance payment.

- 4.3 Delivery time is two to five (2 to 5) days. If we determine during order processing that the products you ordered are not available, we will inform you by e-mail without delay and refund the purchase price.

- 4.4 Shipping takes place at the expense of the buyer to the address you provide, which may be only within the Federal Republic of Germany.

- 4.5 Partial deliveries within the delivery deadlines we set are permitted, provided no disadvantages result for you or you consider the deliveries reasonable.

- 4.6 If a delivery or service performance deadline is explicitly agreed to, it begins on the date of contract conclusion. If receipt of payment is delayed, the delivery deadline is extended accordingly. Timely dispatch of the goods constitutes compliance with the delivery or service performance deadline unless other agreements have been expressly made.

- 4.7 Our exceeding the delivery date or delivery deadline grants you the right to withdraw from the contract if you have set a reasonable period of grace of at least 14 days and we have not delivered during that time. The grace period must be set in text form.

- 4.8 If we are hindered in the performance of services for reasons outside our control, e.g., force majeure, sovereign interventions, pandemic consequences, import and/or export bans, and labor disputes, the delivery or service performance deadline, including for existing delivery and

performance delays, is extended appropriately. If such a hindrance results in a service delay of an additional 14 calendar days, you may withdraw from the contract after a reasonable grace period. If the delivery or service is made permanently impossible by such events, both contract parties have the right to withdraw from the contract.

We will inform you at once of a delivery obstacle and, in the event of a withdrawal, will reimburse you for payments made.

These regulations also apply to failed or untimely deliveries to us by our suppliers insofar as we are not responsible for the failure or delay.

5 Transport Damages

- 5.1 If damages occur during transport, the carrier is to report obvious defects in text form immediately after delivery. The report is to be sent to us along with a damage protocol in text form without delay.

6 Prices and Shipping Costs

- 6.1 The prices quoted on the product pages are given in € (EUR). Included in the prices are required services and briefings and statutory sales tax.
- 6.2 The prices quoted on the product pages apply at the time of order placement. Previously quoted prices lose their validity when the product pages are updated.
- 6.3 For shipment per order we charge according to the [shipping costs](#) quoted on the Website: Delivery is free of charge for an order from a value of 20. EUR.

7 Payment Methods

- 7.1 Payment may be made with the methods listed on the [Website](#), i.e., credit card, PayPal and immediate money transfer. The payment method is explained on the Website.
- 7.2 If you pay by credit card, you have to enter your credit card data when you place your order. The credit card will be charged when the invoice is issued or when we dispatch the products.
- 7.3 Löwenstein Medical will begin producing your products or deliver the products to you after we have received your advance payment or the credit card issuer has authorized the use of your credit card for the payment of the products ordered. If we do not receive that authorization, Löwenstein Medical will inform you accordingly.

8 Withdrawal | Withdrawal Instructions | Right of Revocation

You have the right to withdraw from this contract within 14 days without providing grounds.

The withdrawal period is 14 days from the day on which you or a third-party you have designated who is not the carrier, have or has taken possession of the goods. If you placed one order for several goods which are delivered separately, the withdrawal period of 14 days begins on the day you or a third-party you have designated who is not the carrier took possession of the goods delivered last.

To exercise your right of withdrawal, you must inform us, Löwenstein Medical SE & Co. KG, Arzbacher Straße 80, 56130 Bad Ems, T. 02603 9600-0, F. 02603 9600-50, by means of an unambiguous declaration (e.g., a letter sent by post, fax or e-mail) regarding your decision to withdraw from the contract. For that purpose, you may use our [withdrawal form](#) (on the [Contact](#) page), but its use is not mandatory.

You may submit your withdrawal in writing or in text form to:

Löwenstein Medical SE & Co. KG
Online Shop
Arzbacher Straße 80
56130 Bad Ems
F. 02603 9600-50
info@loewenstein.shop

To comply with this withdrawal deadline, you need only to send your declaration regarding withdrawal before the period for doing so expires.

Consequences of Revocation

When you revoke this contract, we are to refund to you all the payments we have received from you, including delivery costs (with the exception of additional costs which arise if you choose a type of delivery which differs from the less expensive standard delivery we offer) without delay and no more than 14 days after we have received notification of your revocation of this contract. For this refund we will use the same means of payment which you used in the original transaction unless otherwise expressly agreed with you; in any case you will not be charged for this return payment. We may refuse to make the refund until we have received the returned goods from you or until you have provided us with proof that you have dispatched the goods to us, depending on which occurs earlier. The goods are to be returned to:

Löwenstein Medical SE & Co. KG
Kreuzwiese 7/Gewerbegebiet
56337 Neuhäusel

We assume the costs for the return delivery of the goods.

You must pay the costs for any loss to the value of the goods only if the lost value can be attributed to handling of the products which is not required for testing the quality, properties and functioning of the goods.

End of the withdrawal/revocation instructions

Please note:

In the case of sealed goods, which cannot be returned after the seal has been broken for health protection or hygiene reasons, the right of withdrawal expires if the seal is removed after delivery.

9 Warranty

9.1 The warranty for defects of the goods in existence upon handover to the shipper, freight forwarder, post or package delivery service is regulated by statutory provisions unless otherwise specified in the following paragraphs.

9.2 You have the right to demand subsequent performance through elimination of the defect or delivery of a defect-free item. However, we have the right to reject the type of selected subsequent performance if it is possible only with unreasonable costs and the other type of subsequent fulfillment remains without significant disadvantages for you. If the subsequent performance fails or is unreasonable, you can demand a reduction in the purchase price in accordance with the statutory provisions or you may withdraw from the contract.

9.3 Claims for damages due to the defect are excluded. That does not apply in cases of intent or fraudulent concealment of the defect by Löwenstein Medical and for claims for damages related to injury to life, limb or health.

9.4 In the case of erroneous assembly instructions, we are obliged only to deliver error-free assembly instructions and then only if the item was not assembled correctly.

9.5 In other cases the statutory provisions apply.

10 Liability

10.1 Claims for damages against Löwenstein Medical are excluded.

10.2 Excluded are claims for damages related to injury to life, limb, health or infringement of material contractual obligations (cardinal obligations) and liability for other damages which involve intentional or grossly negligent dereliction of duty on the part of Löwenstein Medical, its

legal representatives, employees or vicarious agents. Material contractual obligations (cardinal obligations) are those whose fulfillment makes possible proper execution of the contract and on whose fulfillment the other contract party regularly does and may rely.

- 10.3 If the damage is caused by the infringement of material contractual obligations, Löwenstein Medical is liable only for the foreseeable damages typical of such contracts if caused by simple negligence unless the claims involve damages arising from injury to life, limb or health.
- 10.4 Compensation will be given for indirect damage and damage resulting from defects in the delivered item only if such damage can be expected when the item is used for its intended purpose.
- 10.5 The above exclusions and limitations of liability apply to the same extent in favor of institutions, legal representatives, employees and other vicarious agents of Löwenstein Medical including when a claim is made against them directly.
- 10.6 The provisions of the Product Liability Act remain unaffected.

11 Data Privacy Information

- 11.1 In connection with the initiation, conclusion, execution and reversal of a purchase contract based on these GTC, Löwenstein Medical captures, stores and processes data within the scope of legal requirements. The provider does not disclose personal data to third-parties unless he is legally obliged to do so or the customer has given his express approval in advance. Therefore, if a third-party is used for services connected to data processing, compliance with the provisions of the Federal Data Protection Act and the General Data Protection Regulation (GDPR) is ensured. Data shared by the customer in the course of placing an order are used exclusively for contact purposes when the contract is being executed and are processed only for the purpose for which the customer provided the information. Only to the extent necessary, data are forwarded to the shipping company contracted to deliver the goods. The payment data are forwarded to the financial institution responsible for the payment transaction. Upon termination of the contractual relationship, the data are deleted, insofar as the provider is not subject to any statutory retention periods, particularly with regard to commercial or tax law. In that case, retention of the data may be required for up to 10 years. During a visit to the provider's Internet shop, the provider documents anonymized data, particularly IP address, data, time, browser type, operating system and the pages visited, which do not allow any conclusions to be drawn about personal data and do not intend to permit such conclusions.
- 11.2 At the request of the customer, personal data are erased, corrected, blocked or restricted. The customer also has the right to obtain the data via transmission in a structured, conventional and machine-readable format.

- 11.3 Information about all the customer's personal data may be obtained at no charge to the customer. The customer can contact Löwenstein Medical at the following address with requests for erasure, correction or blocking of personal data and questions about the capture, processing and use of data:

Löwenstein Medical SE & Co. KG

Online Shop

Arzbacher Straße 80

56130 Bad Ems

T. 02603-96 00 0

info@loewenstein.shop

Complete information can be obtained from the detailed version of our Data Privacy Notice on our Website www.loewensteinmedical.com

12 Place of Fulfillment, Applicable Law and Jurisdiction

- 12.1 The place of fulfillment for delivery and payment is Bad Ems.
- 12.2 The contractual language is German.
- 12.3 The law of the Federal Republic of Germany applies unless in exceptional cases precedence is given to EU regulations or local consumer protection laws for orders placed from other European countries.
- 12.4 If, by way of exception, the private end user has no residence or no residence within the European Union, the place of jurisdiction is Koblenz. If the consumer does not reside in the Federal Republic of Germany, but does reside within the European Union, the law of the consumer's place of residence may apply if the issues involved are a matter of mandatory consumer law provisions.
- 12.5 The European Commission provides a platform for Online Dispute Resolution (ODR), which you can find under <http://ec.europa.eu/consumers/odr/>.
We are not obliged to participate in consumer arbitration proceedings and therefore we do not do so. We prefer to sort out your concerns in direct interaction with you.

13 Final Provisions

If a provision of these General Terms and Conditions shall be or become wholly or partly void, invalid or unworkable, the validity of the remaining provisions will not be affected and the effectiveness of these General Terms and Conditions or of a signed contract remains.