

General business terms & Customer information

1 Scope of application

(1) The following General Business Terms apply to all orders, which consumers (hereinafter referred to as the “customer”) place via the online shop

Li-iL GmbH Arzneimittel, Arzneibäder, Leipziger Str. 300, 01139 Dresden.

Furthermore, these General Business Terms shall apply to the conclusion of purchase contracts at our factory outlet on the company property at the specified address.

(2) A consumer is any natural person, who concludes a legal transaction for purposes, which cannot be primarily attributed to their commercial or self-employed occupation.

(3) The language for the conclusion of the contract is German.

2 Conclusion of the contract in the online shop

(1) The customer can determine the key characteristics of the goods we offer as well as the validity period of limited-time offers on the basis of the individual product descriptions in the online shop.

(2) The offers of goods in our online shop are without commitment and do not constitute offers in a legal sense. By clicking the “Add to shopping cart” button, the customer can place the respective product in the virtual shopping cart. This process is without commitment and does not constitute an offer of contract. The customer can view the contents of the shopping cart at any time by clicking the “Shopping cart” button and remove the products from the shopping cart by clicking the “Delete” button or setting the “Quantity” field to 0 (zero) and clicking the “Update shopping cart” button. The customer can also change the number of units in the “Quantity” field and confirm by clicking the “Update shopping cart” button. If the customer wants to buy the products in the shopping cart, he or she must initiate the order process by clicking the “Buy now” button.

(3) Once the order process has been initiated, the customer will be asked to enter his or her data. Mandatory data are marked with *. Optionally, the customer can register in our online shop before initiating an order process and open a customer account. The mandatory data required for this are marked with *. For future purchases, the customer can place an order after entering his or her e-mail address and password without having to reenter all the other data.

(4) Before placing an order, the content of the order including the customer data is summarized on an overview page. There, the customer can use the respective editing buttons to correct all order and personal data. By clicking the “Buy” button, the customer is submitting a binding offer to conclude a purchase contract. The receipt of the order is confirmed together with the acceptance of the order directly after submitting via an automated e-mail. The purchase contract is established with this e-mail confirmation.

(5) During the order process, the customer must confirm that he or she agrees with these General Business Terms. At the same time, there is the possibility of accessing these General Business Terms as a PDF file and saving or printing them. The customer can save the content of his order by means of the automatic e-mail confirmation of order in that it is saved by the customer’s e-mail program. After the order has been placed or no later than upon delivery, we provide the customer with the contractual terms including these General Business Terms on a permanent data storage device. The contractual text is saved on our internal systems, but is only accessible to customers via the Internet after the order has been concluded if the customer has registered with us, that is, opened a customer account. In this

case, previous orders can be viewed via the customer login area. Otherwise, the contractual text is no longer accessible to the customer via the Internet.

3 Conclusion of the contract outside of the online shop

The order of the customer by phone or e-mail constitutes a binding offer to conclude a purchase contract. In the event of an order via e-mail, the confirmation of the receipt of the order occurs together with our acceptance of the contract immediately after it has been received by e-mail. The purchase contract is established with this e-mail confirmation. In the event of an order by phone, a contract between the customer and ourselves is established when we accept the offer of the customer via e-mail or phone within three days.

4 Prices, shipping costs

(1) The prices specified on the product pages include statutory VAT, other price components and exclude postage.

(2) An overview of the shipping possibilities as well as the shipping costs incurred as a result can also be found under the "Shipping costs" link. The shipping costs are also displayed to the customer before submitting the order on the overview page.

5 Payment

(1) Payment shall be made by advance payment, credit card, PayPal or express bank transfer as the customer chooses. Once the order is complete, the customer will, depending on the selected method of payment, be guided through the payment process. He or she will receive all the instructions on how to make the payment. Except for advance payment, the goods will be shipped once the payment has been processed by the respective payment service.

(2) If advance payment is selected, the customer will be provided with the bank details once the order is complete with a separate e-mail (transaction slip). The invoice amount must be transferred to the specified account within 10 days of concluding the contract. We will only ship the goods once payment has been received. If no payment has been received on the specified account within 2 weeks of the conclusion of the contract, we are entitled to withdraw from the contract without a reminder.

(3) If credit card is selected as the payment method, your credit card account will be debited upon conclusion of the contract.

(4) In the event of an order via e-mail or phone, payment shall be made in advance by bank transfer. The customer will be provided with our bank details in a separate e-mail or by phone. The invoice amount must be transferred to the specified account within 10 days of the conclusion of the contract. We will only ship the goods once payment has been received. If no payment has been received on the specified account within 2 weeks of the conclusion of the contract, we are entitled to withdraw from the contract without a reminder.

(5) While the customer is in arrears on payment, we are entitled to demand default interest in the amount of 5 percentage points above the respective prime rate published by the Deutsche Bundesbank in the Federal Gazette. We reserve the right to prove the presence of further damages in this regard.

(6) The customer only has rights of set-off in the event of undisputed, legally established claims or claims that we have acknowledged. The customer is also entitled to set off against our claims if it asserts complaints or counterclaims on the basis of the same purchase contract. The customer is only authorized to exercise a right of lien if its counter claim arises from the same contractual relationship. This does not apply in the event of undisputed or legally established counterclaims.

6 Delivery

(1) The delivery time amounts, if not otherwise specified on the product page for the offer, 3 to 5 business days. The delivery will be made by DHL.

(2) If a product that is ordered cannot be delivered because our supplier fails to supply us without any fault on our part despite contractual obligation, we are entitled to withdraw from the contract. In this case, we will immediately inform the customer that the ordered product is not available and immediately reimburse any payments that have already been made.

(3) 5 (2) shall apply accordingly if the product that cannot be delivered is a product for which it was expressly pointed out in the online shop in connection with the product presentation that the delivery will only be made as long as supplies last.

7 Right of withdrawal

(1) Consumers have a fourteen day right of withdrawal.

Withdrawal policy

Right of withdrawal

You have the right to withdraw from this contract within fourteen days without specifying any reasons.

The withdrawal period amounts to fourteen days from the day on which you or a third party you specify, which is not the forwarder, has or have taken possession of the last product.

To exercise the right of withdrawal, you must inform us (Li-iL GmbH Arzneimittel, Arzneibäder, Leipziger Str. 300, 01139 Dresden, phone: +49 (0) 351/8941210, fax: +49 (0) 351/89412392 or +49 (0) 351/8941226, e-mail: bestellung@dresdner-essenz.com) of your decision to withdraw from this agreement by way of a clear statement (e.g. a letter sent by mail, fax or e-mail). You can use the enclosed sample withdrawal form; however, this is not required.

To comply with the withdrawal period, sending notification that the right of withdrawal has been exercised before the withdrawal period expires is sufficient.

Consequences of withdrawal

If you withdraw from this contract, we must immediately repay all payments, which we have received from you, including delivery costs (with the exception of additional costs incurred in the event you selected a form of delivery other than the standard, most affordable form of delivery offered) no later than fourteen days from the day on which we received notification of your withdrawal from this contract. We will use the same payment method used for the original transaction to make this repayment unless otherwise expressly agreed with you; we will in no case charge you any fees for this repayment. We can refuse reimbursement until the goods have been returned to us or until you provide proof that you have returned the goods depending on which occurs sooner.

You must immediately, in any case no later than fourteen days from the day on which you notified us of your withdrawal from this contract, return or hand over the goods to us. The deadline has been complied with if you send the goods back before fourteen days have passed. You shall carry the immediate costs of the return shipment of the goods.

You are only responsible for covering any lost value if this loss in value is attributed to handling of the goods, which is not necessary for inspecting their condition, properties and functioning.

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The withdrawal period amounts to fourteen days from the day on which you or a third party you specify, which is not the forwarder, has or have taken possession of the last product.

To exercise the right of withdrawal, you must inform us (Li-iL GmbH Arzneimittel, Arzneibäder, Leipziger Str. 300, 01139 Dresden, phone: +49 (0) 351/8941210, fax: +49 (0) 351/89412392 or +49 (0) 351/8941226, e-mail: bestellung@dresdner-essenz.com) of your decision to withdraw from this agreement by way of a clear statement (e.g. a letter sent by mail, fax or e-mail). You can use the enclosed sample withdrawal form; however, this is not required.

To comply with the withdrawal period, sending notification that the right of withdrawal has been exercised before the withdrawal period expires is sufficient.

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You must immediately, in any case no later than fourteen days from the day on which you notified us of your withdrawal from this contract, return or hand over the goods to us. The deadline has been complied with if you send the goods back before fourteen days have passed. You shall carry the immediate costs of the return shipment of the goods.

You are only responsible for covering any lost value if this loss in value is attributed to handling of the goods, which is not necessary for inspecting their condition, properties and functioning.

- (2) The right of withdrawal shall not exist for the delivery of goods,
- which are not prefabricated and for whose production an individual selection or stipulation on the part of the consumer is decisive or which are clearly attributed to the personal needs of the consumer,
 - which can quickly spoil or whose expiry date is quickly exceeded,
 - which, for reasons of health safety or hygiene, are not suitable for return if their seal has been removed after delivery.

8 Retention of title

The delivered product shall continue to be our property until paid in full.

9 Rights arising from defects

In the event of a material defect of the purchased goods, the statutory provisions shall apply in principle. This means that the customer may first and foremost demand subsequent performance, that is, subsequent delivery or rectification of defects of its choice. If other statutory prerequisites are at hand, the customer is entitled to reduce the purchase price or to withdraw from the contract. For claims for compensation due to a defect in the goods, the requirements specified in 10 shall apply in addition to the statutory requirements.

10 Liability for compensation

Notwithstanding other statutory entitlement requirements, the following exclusions and limitations of liability shall apply with respect to liability on our part for compensation:

(1) We shall be liable if intent or gross negligence are attributed to us. For minor negligence, we are only liable in the event a duty is breached whose fulfillment is at all essential for the proper execution of the contract and whose compliance the contractual partners can regularly rely on. Furthermore, liability for compensation for damages of all kinds, regardless of the basis for the claim including liability for fault upon conclusion of a contract are excluded.

(2) If, as per (1), we are liable for minor negligence, our liability shall be limited to the damage whose occurrence would have to be typically expected given the known circumstances at the time the contract was concluded.

(3) The above exclusions and limitations of liability shall neither apply if we have assumed a guarantee for the condition of the goods nor in the event of damages, which are to be reimbursed in accordance with the German Product Liability Act, nor injury to life, limb or health.

(4) The above exclusions and limitations of liability shall also apply for the benefit of employees, their agents and other third parties, who we engage in fulfilling the contract.

11 Data privacy

(1) We collect and save the data of the customer required for processing the transaction. We comply with statutory provisions when processing the personal data of the customer. Further details follow on the basis of the data privacy statement that can be accessed on our website.

(2) At request, the customer shall be provided with information regarding his or her personal data that is saved.

12 Applicable law

The law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CSIG) shall apply to these business terms and all legal relationships between us and our contractual partners.

13 Closing provisions

If individual provisions of these General Business Terms are invalid, the remainder of this contract shall continue to be valid. The applicable legal regulations shall apply in lieu of the invalid provision.

14 Provider identification, identifiable address

Our address for objections and other declarations of intent as well as our identifiable address is: Li-iL GmbH Arzneimittel, Arzneibäder, Leipziger Str. 300, 01139 Dresden (commercial register: Local court Dresden HRB 6297). You can reach our customer service team in regards to questions, complaints and objections on week days from 08:00 a.m. to 5:00 p.m. at the phone number +49 (0) 351/8941210 and via e-mail at shop@dresdner-essenz.de. or via the contact possibilities provided on our website.

15 Online dispute resolution, consumer conciliation

The European Commission provides a platform for online dispute resolution (OS). You can find the platform at <http://ec.europa.eu/consumers/odr/>. Our e-mail address is: info@li-il.com. We are prepared to resolve disputes with consumers before the following consumer dispute resolution body, which consumers can contact: Zentrum für Schlichtung e.V., Straßburger Str. 8, 77694 Kehl, www.verbraucher-schlichter.de.