

GTC (*General Terms and Conditions*)

BAVIREX GmbH
Seehaldenstrasse 42
CH-8800 Thalwil

1 Area of application

These *General Terms and Conditions (GTC)* apply to all business relationships between customers and BAVIREX GmbH (BAVIREX) that are conducted directly via the online shop.

BAVIREX reserves the right to change the GTC. In each case, the version of the GTC that is valid at the time of the order is authoritative; it cannot be changed unilaterally for this order.

2 Offer

The offer is valid during its visibility in the online shop and while enough stocks are available. Price and assortment changes are possible at any time. The images shown in advertising, brochures, in the online shop etc. as well as all information about the products are for illustration purposes and are not binding. The specific information of the product packaging is decisive.

3 Prices

Prices shown in the online shop are binding. They include the statutory value added tax (VAT). Deliveries to Switzerland are charged with 7.7% of the value of goods. Deliveries to the EU are charged with 19%, i.e. German VAT is applied.

3.1. Price Lists

Unless otherwise stated, the prices on the official BAVIREX price lists do not include the statutory value added tax (VAT) and do not include packaging/shipping.

4 Orders

The presentation of the products in the online shop is not a legally binding request, but a non-binding online catalogue or a non-binding request to the customers to order the product in the online shop. BAVIREX reserves the right to limit delivery size for certain products and not to execute the delivery if the order is unusually heavy or voluminous.

An order is considered as an offer to BAVIREX to conclude a contract.

BAVIREX is free to refuse orders in whole or in part without stating reasons. In this case the customer will be informed and any payments already made will be refunded. Any further claims are excluded, in particular there will be no forwarding of products that cannot be delivered. Temporarily unavailable products cannot be reserved.

4.1. Orders from DISTROBUTORS / RETAILER

For larger orders, we provide lead time of approx. 3 - 6 months, depending on the stock situation.

4.2. Export of BAVIREX of BAIVREX products

For reasons of product liability, the following conditions apply to the export of BAVIREX products. For:

- PRIVATE CLIENTS:
The products purchased from BAVIREX may not be exported to the USA or CANADA
- DISTRIBUTORS:
The products purchased from BAVIREX may not be exported from Switzerland.

5 Conclusion of contract

A contract is only concluded when the order is processed in the BAVIREX logistics center in accordance with the Swiss Code of Obligations (OR). As soon as the order is ready for dispatch in the logistics center, the customer receives an order confirmation by e-mail.

6 Delivery

Delivery will be made within 3-4 working days after order receipt. If the goods are not in stock, the customer will be informed immediately.

Packaging and shipping costs will be displayed by the system before the order is completed and shown on the invoice, depending on the delivery address.

7 Warranty & product liability

Swiss legislation expressly applies. Warranties must be sent to BAVIREX with registered letter by post.

In the event of quality complaints, a simple e-mail will suffice and BAVIREX will endeavor to find an immediate replacement. There is no general right of return of faultless and correctly delivered products.

Containers filled with disinfectants and soaps can expressly not be taken back for hygienic reasons.

Any warranty and product liability automatically expires if BAVIREX dispenser systems and the corresponding original Bavirex refill bags, which are officially and specifically approved for Switzerland and Germany, are not used.

8 Complaints

If products with obvious damage to the packaging or contents are delivered, the customer must immediately complain to the delivery agent and refuse acceptance without prejudice to his rights to claim for defects. The customer is obliged to obtain a damage confirmation from the deliverer. All transport damage must also be reported to BAVIREX immediately.

Furthermore, it is the responsibility of the customer to check the ordered products immediately upon receipt and to store them correctly. For any defects or deviations from the order, the customer service of BAVIREX must be notified on the day of delivery. After that, only hidden defects can be asserted, which must be reported to the customer service of BAVIREX immediately after discovery. BAVIREX reserves the right to demand proof of the defect.

BAVIREX is obliged to replace defective goods within a reasonable period of time or to refund the purchase price to the customer. The buyer must send the defective goods to BAVIREX in an unused condition.

9 Methods of Payment

9.1. Online-Shop

Payment is made as requested in the online shop. Goods that have not been paid for belong to BAVIREX until full payment has been made. Ordering against invoice is only possible within Switzerland. Else advance payment in the online shop via credit card, bank transfer or requested payment slip.

9.2. Direct orders

Orders which are not processed via the online shop can only be paid by invoice or bank transfer. The possibility of credit card payments is not available.

9.3. Delay of payment

Should the customer be in delay of payment in whole or in part, all outstanding amounts that the customer owes BAVIREX under any title whatsoever shall become due immediately and BAVIREX shall be entitled to demand these amounts immediately. In the event of a delay in payment, BAVIREX is not obligated to accept new orders or to fulfil outstanding deliveries.

In case of delay of payment, BAVIREX reserves the right to charge reminder fees and default interest. All expenses that arise in connection with the collection of overdue receivables shall be charged to the customer. In case of unsuccessful reminders, the invoice amounts can be assigned to a company commissioned with the collection. The company entrusted with the collection will claim the outstanding amounts in its own name and on its own account and may charge additional processing fees and default interest from the due date.

9.4. Refunds, credits, balances

If the customer is entitled to refunds or other credits, these will be credited to the customer account and can be used for purchases from BAVIREX.

BAVIREX vouchers are under no circumstances to be sold or auctioned. Only one voucher can be used per order.

10 Data protection

All data required for the order will be stored by us and treated confidentially. These data will not be made available to any third party.

The data of the means of payment are transmitted encrypted and are NOT stored.

The customer can request the deletion of his data at any time upon simple request. This will then be immediately confirmed by BAVIREX.

Furthermore, the data protection declaration published on www.bavirex.com applies.

11 Applicable law and place of jurisdiction

Swiss law applies exclusively with the place of jurisdiction in Thalwil/ Switzerland