

## General Terms and Conditions

LIVOS Pflanzenchemie Forschungs- und Entwicklungs GmbH & Co. KG  
Auengrund 10  
29559 Wreststadt

- below „vendor“ -

The European Commission provides a platform for online dispute resolution (ODR). You find the platform at <http://ec.europa.eu/consumers/odr/>  
Our e-mail address is: [info@livos.de](mailto:info@livos.de)

We participate in a dispute resolution process before the consumer arbitration service (*„Verbraucherschlichtungsstelle“*). The competent consumer arbitration service is:

Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung e.V.  
Straßburger Str. 8  
77694 Kehl

Internet: [www.verbraucher-schlichter.de](http://www.verbraucher-schlichter.de)

E-mail: [mail@verbraucher-schlichter.de](mailto:mail@verbraucher-schlichter.de)

### § 1 Scope of application

- (1) The vendor's services for the online-shop at [www.livos.de](http://www.livos.de) are exclusively based on the following terms and conditions in the version relevant at the time of the order.
- (2) Our terms and conditions apply exclusively. Any purchaser's terms and conditions that differ from our terms and conditions do not apply, unless we consent to these explicitly.

### § 2 Conclusion of contract and language of contract

- (1) Our offers in the Internet are a nonbinding request to the customer to order goods. By sending an order on our website the customer makes a binding offer for a conclusion of contract.
- (2) If you order via our online shop, the order process comprises all in all four technical steps. First you select the desired good and put them in the shopping cart. In the second step you can register yourself and enter your customer data including your invoice address and, if applicable, a different delivery address. In the third step you select the desired method of payment and the kind of delivery you prefer. Then you can check all data (e.g. name, address, method of payment, ordered articles) again and correct them if need be, before you send us your order with a click on "order liable to pay".
- (3) Partial deliveries and services are allowed insofar as this is reasonable for the customer.
- (4) The order's entry is confirmed immediately after the sending of the order and is not yet an acceptance of a contract. The contract is concluded by sending an order confirmation by e-mail within 2 working days upon ordering.
- (5) The complete contract text will not be saved by us. Customers can save this electronically via the print function of the browser before they send the order.
- (6) The contract language is German.

### § 3 Payment, delay

- (1) The prices listed on our website at the time of the order apply. All prices apply in Euros. Towards consumers prices apply inclusively of the respective value added tax, towards entrepreneurs exclusively the legal value added tax as well as the respectively listed freight, postal and other shipping costs.
- (2) The data on weights, measures, services, prices and the like given in catalogues, leaflets, circulars, ads, pictures and price lists are nonbinding and subject to change. They become binding if they are explicitly referred to in the contract. Otherwise the prices quoted in the order confirmation are binding.
- (3) The payment of the purchase price is possible by bank transfer/prepayment, by bank collection as well as by credit card.
- (4) In case of default of payment as well as well-founded doubts concerning the solvency of the customer we are authorized to demand prepayment, revoke given payment periods and to accelerate all claims from the business connection immediately – regardless of our other rights – for deliveries that have not been carried out yet. Our obligation to deliver is suspended as long as the customer is in default with a due payment.
- (5) If a purchaser is in default of payment, we are entitled to demand default interests to the amount of 5 percent points above the basis interest rate of the European Central Bank, in case of entrepreneurs to the amount of 9 percent points above the basis interest rate. If we claim a higher damage caused by delay, the purchaser has the possibility to prove that the claimed damage caused by delay has not arisen at all or at least to a substantially lower amount.

### § 4 Reservation of ownership

- (1) We reserve ownership of the delivered goods until the full payment of the purchase price.
- (2) The vendor commits himself to release the securities upon request of the customer insofar as its feasible value exceeds the claims to be secured by more than 10 %.
- (3) If the vendor's ownership of the delivered goods with reservation of ownership expires by affiliation, the (co-) ownership of the customer of the jointly owned property passes to the vendor proportionately to the invoice value of the goods subject to reservation of ownership and is stored by the customer free of charge. A pledge, transfer by way of security of the goods is not permissible without the explicit consent of the vendor before the complete transfer of ownership. The customer is obliged to communicate to the vendor immediately if third parties lay claim to the goods.
- (4) In case of behavior contrary to contract of the customer, especially in case of default of payment, the vendor is entitled in accordance with the legal regulations to rescind the contract, to claim the goods subject to reservation of ownership and to use these otherwise.
- (5) If the customer is an entrepreneur according to § 14 German Civil Code (*BGB*), he is entitled to resell the goods in the proper course of business; Yet he assigns all claims towards the vendor in the amount of the final amount charged by the vendor (incl. VAT), resulting from the reselling against his buyers or third parties. The customer remains entitled to the collection of this claim also after its assignment. The vendor's authority to collect the claim himself is not affected by this. However the vendor commits himself not to collect the claim as long as the customer meets his payment obligations from the collected proceeds, is not in default of payment and there is no application for opening of an insolvency procedure or

bankruptcy. If this is the case however, the vendor can demand that the customer discloses the assigned claims and their debtors, gives all information necessary for the collection as well as the corresponding documents to the vendor and informs his debtors about the assignment.

#### § 5 Delivery

- (1) You can find information on the delivery period in case of an express delivery, on the delivery to other countries and on the calculation of the delivery period [here](#).

We will indicate any possible differing delivery periods on the respective production page. The beginning of the delivery period given by us requires the timely and duly fulfillment of the obligations of the customer, especially the correct specification of the delivery address in the framework of the order.

- (2) If the vendor cannot deliver the ordered goods without his own fault, because the vendor's supplier does not fulfill his contractual obligations, the customer will be informed immediately, that the ordered goods are not available. Compensating measures already provided by the contractual partner will be reimbursed immediately. The statutory rights of the customer remain unaffected.
- (3) Towards entrepreneurs the risk of deterioration or perdition of the goods passes to the purchaser with the delivery of the delivery object to the transport company. If the shipping, delivery, the beginning of the takeover in the own company or if the trial operation is delayed for reasons attributable to the customer or if a customer is in default of acceptance for other reasons, the risk passes to the customer on the day of the information on the readiness for dispatch of the delivery object, at the latest with the default of acceptance.

#### § 6 Default of acceptance

- (1) If a customer is in default of acceptance or if he culpably violates other obligations to co-operate, we are entitled to demand the reimbursement for the occurred damage including possible additional expenditures. Further claims remain reserved.
- (2) The purchase price is to be interest-bearing during the default. The default interest rate is per annum 5 percent points above the basis interest rate. In case of legal transactions between entrepreneurs the interest rate is 9 percent above the basis interest rate.
- (3) The customer himself reserves the right to prove that damage has not occurred to the required amount or at least substantially lower. The risk of a coincidental perdition or a coincidental deterioration of the purchased item passes to the purchaser at the time in which he gets into default of acceptance or of the debtor.

#### § 7 Warranty

- (1) In case of a defect the customer has the choice to have the supplementary performance carried out via remediating the defect or via compensation delivery. We are however entitled to refuse the kind of supplementary performance chosen by the purchaser if it is only possible with disproportional costs and the other kind of supplementary performance remains without substantial disadvantages for the customer.
- (2) If the supplementary performance failed or if we have refused the supplementary performance altogether, the customer can choose to demand that we lower the purchase price (reduction) or

he can demand the cancellation of the contract. Possible damage claims of the customer remain unaffected hereof.

- (3) If the customer is an entrepreneur in terms of § 14 German Civil Code (*BGB*), the following has been agreed upon for the warranty claims of the customer additionally to § 7 paragraph 1 and 2: Obvious defects have to be indicated to the vendor immediately, at the latest within 14 calendar days upon shipment of the goods in written form, latent defects are to be indicated as well immediately, at the latest within 14 calendar days upon their occurrence in written form. If the notice of defects does not occur in due time, the warranty rights of the customer concerning the not timely notified defect are excluded. This does not apply if the vendor fraudulently concealed the defect and/or has furnished the corresponding guarantee. Guarantee claims become time-barred – except in the case of damage claims – within one year upon delivery of the purchased item to the entrepreneur.

If the complaint of defects only is based on processing defects or lacking knowledge of application technological contexts, we are entitled to charge a lump sum of € 100.00 for the costs of testing. The customer can prove that there was not any damage at all or that it is substantially lower than the flat rate.

#### § 8 Limitation of warranty

- (1) In case of a slightly negligent breach of duty the warranty of the vendor as well as of the assistants of the vendor is limited to the predictable, typical for the contract, immediate average damage according to the goods. In case of a slightly negligent breach of duty of not essential contractual obligations whose breach does not endanger the execution of the contract, we as well as our assistants shall not be liable.
- (2) The above limitations of warranty do not apply in case of claims from product liability or from guarantee as well as claims due to bodily harm and damages caused to some one's health as well as in case of the loss of your life.

#### § 9 Data protection

We treat personal data of our customers in confidence and according to the statutory data protection regulations. The data of our customers are subject to the data processing for the order processing and the sales statistics. The data is not passed on without explicit consent of the customer or only within the framework of the necessary execution of the contract, for example to the companies assigned to the delivery of the goods.

#### § 10 Applicable law, court of jurisdiction

- (1) The Law of the Federal Republic of Germany applies excluding the UN Sales Convention, insofar as this choice of law does not cause the withdrawal of the necessary consumer protective norms for a consumer.
- (2) If the contracting parties are merchants, the court of justice of our office in Wrestedt is competent, unless an exclusive court of jurisdiction is justified for the dispute. This also applies if the customer does not have a domicile within the European Union.

#### § 11 Final provisions

If a provision of this contract is or gets invalid or inapplicable, the remaining provisions of this contract shall not be affected as a result. If the customer is an entrepreneur in terms of § 14 German

Civil Code (*BGB*), instead of the invalid clause, whatever economically comes closest to the respective clause applies.