

## General Terms of Sale and Client Information of Felke Institute e. K. (last revised: January 2017)

Statutory provisions require us to disclose all terms and conditions applicable to sales contracts. Please direct any questions you may have as to the present terms of sale to us. Our contact information: Your contractual partner will be

Felke Institute e. K.,  
owned by Joachim Geiger  
Benzstraße 8  
DE-70839 Gerlingen, Germany

### 1. Scope of Application

The present terms of sale shall apply to all deliveries of goods by Felke Institute to consumers (pursuant to Section 13 of the German Civil Code). Any deviating or contradicting terms and conditions of the client shall not apply.

Any natural person concluding a legal transaction for purposes other than their trade, business or profession shall be deemed a consumer.

### 2. Conclusion of Contract

a) The online presentation of our products does not constitute a legally binding offer but rather an invitation to purchase. By clicking the button »buy now« you place with us a binding order of the products selected by you on our respective web pages. Alternatively, you may place such binding order with us in writing by using the order form ready for download. A binding contract will be concluded after binding order placement by the buyer and acceptance of such order by Felke Institute. Felke Institute will accept orders either by way of order confirmation sent to the buyer within 5 days after receipt of the order or by sending the merchandise to the buyer. However, should said period expire, the buyer shall no longer be bound by their order.

b) We will store the text of each specific contract. All information related to your order, the general terms of sale and the withdrawal template will be sent to you by e-mail. The general terms of sale applicable at the time of your order are available here for you to view and download at any time.

c) Contracts shall be concluded in the German language.

### 3. Right of Withdrawal

Consumers shall have the right to withdraw within 14 days.

#### Instructions on Withdrawal

##### Right of Withdrawal

Within a period of 14 days, you will have the right to withdraw from the contract without giving any reason.

This 14-day period shall commence on the day the goods are received either by you or by any third party (other than the carrier) appointed by you. In order to exercise your right of withdrawal, an express declaration, stating your intention to withdraw from the contract, shall be issued to us, Felke Institute e. K., Benzstraße 8, D-70839 Gerlingen, Germany, e-mail: [info@felke-institut.de](mailto:info@felke-institut.de), Fax: +49 (0) 7156-4379160, e.g. by way of written letter per mail, by fax or by e-mail. You may but are in no way required to use the withdrawal template provided by us.

To withdraw in due time, it shall be sufficient to dispatch the declaration of your withdrawal before the period expires.

##### Consequences of Your Withdrawal

In case of your withdrawal we shall immediately, however, no later than 14 days after receipt of your declaration of withdrawal, reimburse any and all payments we have received from you, including delivery costs (excluding, however, any additional costs we incurred due to deliveries deviating from standard shipping as per your request).

We shall carry out the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. You shall not incur any fees as a result of such reimbursement. We may choose to withhold your reimbursement until we either receive the returned goods or evidence that you have dispatched the goods, whichever occurs first. You shall return or hand over the goods to us immediately, however, no later than 14 days after you have notified your intention to withdraw from the contract. To return the goods in due time, it shall be sufficient to dispatch the goods before the 14-day period expires. We shall bear the costs of returning the goods. You shall be held liable for any diminished value of the goods only if the value has diminished due to improper handling of the goods to establish the nature, characteristics and functioning of the goods.

### 4. Delivery and Transfer of Risk

a) Unless otherwise provided for in the specific offer, the goods will be delivered within 2 to 6 working days.

b) Should any ordered merchandise not be available due to our supplier's failure to supply us with the goods in question without any fault of our own, we shall be entitled to withdraw from the contract. However, in this case we shall immediately inform you accordingly and, as the case may be, propose to deliver equivalent merchandise. If no such equivalent merchandise is available or you do not wish to receive such equivalent merchandise, we shall immediately reimburse all payments already made by you in this regard.

c) Should any of the ordered goods not be in stock, we shall be entitled to execute the order in partial deliveries insofar as this will be reasonable for you.

### 5. Terms of Payment

a) All prices are final prices in EUR and include the currently applicable VAT as well as delivery costs, charges and customs fees, unless otherwise provided for individually in the present terms of sale. Prices at the time of the conclusion of contract shall apply accordingly.

b) We shall be entitled to demand pre-payments. In case of default of such pre-payment we will send a reminder after 7 days and cancel the order after an additional 7 days.

### 6. Retention of Title

Felke Institute shall retain title to the ordered goods until full payment of the due amount. Should the goods be intended for resale, prolonged retention of title shall apply.

### 7. Warranty and Complaints

In the event of any defects to the delivered goods, statutory provisions shall apply accordingly. Please call us if you have any questions as to our warranty or if you wish to file a complaint. You can reach us from Monday to Thursday, from 9 a.m. to 1 p.m., respectively, under +49 (0) 7156-927744. You may equally contact us in writing. Please direct any such written request to Felke Institute e. K., Benzstraße 8, DE-70839 Gerlingen, Germany, or to our e-mail address [info@felke-institut.de](mailto:info@felke-institut.de).

### 8. Alternative Dispute Resolution Pursuant to Article 14(1) of the ODR Regulation and Section 36 of the German Act on Alternative Dispute Resolution in Consumer Matters

The European Commission provides a platform for online dispute resolution (ODR) via <http://ec.europa.eu/consumers/odr/>. We are neither obligated nor willing to participate in any dispute resolution procedure before an arbitration board.

### 9. Place of Jurisdiction

In the absence of a general place of jurisdiction in Germany, a known residence or habitual residence of the client at the time the action is filed, exclusive place of jurisdiction for any and all disputes under this contract shall be at our registered business address.

### 10. Final Provisions

Should any provision of these terms of sale be invalid, the remaining provisions shall remain in full force and effect. Instead of any such invalid provision, relevant statutory provisions shall apply accordingly. Any disputes under this contract shall be exclusively governed by German law.

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