

1. Scope of application

The following General Terms and Conditions apply to all orders placed via our online shop www.gmon.eu by consumers and entrepreneurs.

A consumer is any natural person who enters into a legal transaction for purposes that can predominantly be attributed neither to his commercial nor to his independent professional activity.

An entrepreneur is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his or her commercial or self-employed professional activity.

With respect to entrepreneurs, these GTC shall also apply to future business relations in the online shop without us having to refer to them again. If the entrepreneur uses conflicting or supplementary general terms and conditions, their validity is hereby objected to; they shall only become part of the contract if we have expressly agreed to them.

2. Contractual partner, conclusion of contract

The purchase contract is concluded with Medizin und Service GmbH, Boettcherstraße 10, 09117 Chemnitz.

By placing the products in the online shop, we make a non-binding offer to conclude a contract for these articles. You can initially place our products in the shopping basket without obligation and correct your entries at any time before submitting your binding order.

By clicking the order button "order now binding" in the last step of the ordering process, you place a binding order for the goods contained in the shopping cart.

The contract is concluded when Medizin & Service GmbH confirms the order to the orderer, which is usually done in text form, electronic form or in writing.

Please note the regulations on revocation, especially with regard to software downloads.

3. Contract language, contract text storage

The language available for the conclusion of the contract is German and English. The German version is authoritative.

We do not store the text of the contract.

4. Terms of delivery

Shipping costs for a CD delivery may occur in addition to the stated product prices. You can find out more about the amount of the shipping costs in the shop under shipping and costs.

We deliver worldwide only by mail order. Unfortunately, it is not possible to collect the goods yourself. We do not deliver to packing stations.

5. Payment

In our shop you can choose between the following payment methods:

Prepayment

If you choose payment in advance, we will send you our bank details in a separate e-mail and deliver the goods after receipt of payment.

PayPal

During the order process you will be redirected to the website of the online provider PayPal. In order to be able to pay the invoice amount via PayPal, you must be registered there or register first, legitimise yourself with your access data and confirm the payment instruction to us. When you place your order in the shop, you will be redirected to the PayPal page, where you initiate the payment transaction.

The payment transaction will be carried out automatically by PayPal immediately afterwards. You will receive further instructions during the ordering process.

6. Reservation of proprietary rights

The goods remain our property until full payment has been received.

For entrepreneurs, the following applies in addition: We retain title to the goods until all claims arising from an ongoing business relationship have been settled in full. You may resell the goods subject to retention of title in the ordinary course of business; you assign to us in advance all claims arising from this resale - irrespective of any combination or mixing of the goods subject to retention of title with a new item - in the amount of the invoice amount, and we accept this assignment. You remain authorised to collect the claims, but we may also collect claims ourselves insofar as you do not meet your payment obligations.

7. Transport damages

The following applies to consumers:

If goods are delivered with obvious transport damage, please complain about such faults to the delivery company as soon as possible and contact us immediately. Failure to make a complaint or contact us has no consequences for your legal claims and their enforcement, in particular your warranty rights. However, they help us to be able to assert our own claims against the carrier or the transport insurance.

The following applies to entrepreneurs:

The risk of accidental loss and accidental deterioration shall pass to you as soon as we have delivered the item to the forwarding agent, the carrier or the person or institution otherwise designated to carry out the shipment. Among merchants, the obligation to inspect and give notice of defects regulated in § 377 of the German Commercial Code (HGB) applies. If you fail to give notice as regulated therein, the goods shall be deemed to have been approved, unless the defect was not recognisable during the inspection. This does not apply if we have fraudulently concealed a defect.

8. Warranty and guarantees

Unless expressly agreed otherwise below, the statutory liability for defects shall apply.

For entrepreneurs, the limitation period for claims for defects in newly manufactured goods is one year from the transfer of risk. If the delivered item is defective, we shall initially provide warranty at our discretion by rectifying the defect (subsequent improvement) or by delivering an item free of defects (replacement delivery). The aforementioned restrictions and shortened periods shall not apply to claims based on damage caused by us, our legal representatives or vicarious agents in the following cases

- in the event of injury to life, limb or health
- in case of intentional or grossly negligent breach of duty as well as fraudulent intent
- in the event of a breach of essential contractual obligations, the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the contractual partner may regularly rely (cardinal obligations)
- within the scope of a guarantee promise, insofar as agreed
- insofar as the scope of application of the Product Liability Act is opened.

Information on any additional guarantees that may apply and their precise conditions can be found with the product and on special information pages in the online shop.

9. Liability

For claims based on damages caused by us, our legal representatives or vicarious agents, we shall always be liable without limitation

- in the event of injury to life, limb or health,
- in case of intentional or grossly negligent breach of duty,
- in the case of warranty promises, insofar as agreed, or
- insofar as the scope of application of the Product Liability Act is opened.

In the event of a breach of material contractual obligations, the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the contractual partner may regularly rely (cardinal obligations) due to slight negligence on our part, on the part of our legal representatives or vicarious agents, the amount of liability shall be limited to the damage foreseeable at the time of conclusion of the contract, the occurrence of which must typically be expected. Otherwise, claims for damages are excluded.

10. Dispute resolution

The European Commission provides a platform for online dispute resolution (OS), which you can find here <https://ec.europa.eu/consumers/odr/>.

We are not obliged or willing to participate in a dispute resolution procedure before a consumer arbitration board.

11. Final provisions

If you are an entrepreneur, German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

If you are a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from contractual relationships between us and you is our registered office.

Terms and conditions created with the [Trusted Shops](#) legal text editor in cooperation with [Wilde Beuger Solmecke Rechtsanwälte](#).