

General Terms and Conditions (GTC) for Mail Order Trade

§ 1 Scope of Application

Our business, payment, and delivery conditions as well as German law shall apply exclusively, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). The customer is considered a consumer if the purpose of the ordered deliveries and services cannot be predominantly attributed to their commercial or self-employed professional activity. Conversely, an entrepreneur is any natural or legal person or legally capable partnership that acts in the exercise of its commercial or self-employed professional activity when concluding the contract.

§ 2 Offer and Conclusion of Contract

The customer's order constitutes an offer, which we accept by sending the goods or issuing an invoice. Our offers are non-binding and without obligation unless expressly confirmed as binding in individual cases. The buyer's order is always binding.

§ 3 Delivery / Shipping

Delivery takes place within 1-2 working days after receipt of the order, provided that the items are in stock or can be quickly obtained from wholesalers. Items that must be sourced or manufactured directly from the manufacturer may only be shipped within 3-10 working days after receipt of the order. For orders up to a value of €150.00, we charge a shipping fee of currently €5.95 within Germany (shipping costs abroad may vary).

§ 4 Payment Terms

The invoice is enclosed with the delivery and is due for immediate payment. The customer will be in default without the need for a reminder if payment is not made within 14 calendar days of receiving the invoice. If the granted payment deadline is exceeded, we are entitled to charge default interest of 5% above the base interest rate plus statutory VAT without further action. Direct debit of invoices occurs on the due date, with a pre-notification period of 10 days (invoice date). If the due date falls on a non-banking business day, the charge will be made on the next banking business day.

Our invoices automatically print the pre-notification, including the due date and the exact amount.

§ 5 Prices / Retention of Title

Our prices are based on the Euro and include statutory VAT. We deliver at the prices valid at the time of order receipt.

Our goods remain our property until all payments from the business relationship with the customer (purchase price, VAT, shipping costs, default interest, and other ancillary claims) have been fully received.

§ 6 Warranty / Limitation of Liability

We are liable for defects in accordance with the applicable legal provisions, particularly Sections 434 ff. of the German Civil Code (BGB).

Customer claims for damages are excluded, except for damages arising from injury to life, body, or health, or from the breach of essential contractual obligations (cardinal obligations), as well as liability for other damages caused by intentional or grossly negligent breaches of duty by us, our legal representatives, or vicarious agents. Essential contractual obligations are those necessary for achieving the contract's purpose.

If we breach essential contractual obligations with simple negligence, we shall only be liable for the contract-typical, foreseeable damage, unless the claim concerns damages resulting from injury to life, body, or health.

These limitations also apply in favor of our legal representatives and vicarious agents if claims are asserted directly against them. They do not apply if we have fraudulently concealed a defect or have given a guarantee for the quality of the goods. The same applies if we and the customer have agreed on the quality of the goods. The provisions of the German Product Liability Act remain unaffected.

§ 7 Data Protection

Data is processed only in compliance with the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG). We reserve the right to share data with affiliated companies within order processing, as well as for credit checks and creditworthiness monitoring, potentially with SCHUFA or other financial information services. The legal basis for this is Art. 6 Para. 1 Sentence 1 lit. f GDPR. Further data protection information is provided in the attached customer information. We do not market addresses. For further questions regarding data protection, please contact our data protection officer at datenschutz@receptura.de.

§ 8 Right of Withdrawal

Consumers have a statutory right of withdrawal when concluding a distance selling contract, which we inform you about below according to the legal template.

Withdrawal Policy

Right of Withdrawal

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

The withdrawal period is fourteen days from the day you or a third party designated by you, who is not the carrier, have taken possession of the goods.

To exercise your right of withdrawal, you must inform us (Receptura Apotheke, Altenhöferallee 5, 60438 Frankfurt am Main, Fax: 069-92880-333, Email: info@receptura.de) via an unequivocal statement (e.g., a letter sent by post, fax, or email) about your decision to withdraw from this contract. You may use the attached model withdrawal form, but this is not mandatory.

To meet the withdrawal deadline, it is sufficient for you to send the notice of withdrawal before the withdrawal period expires.