

TEAM D^R JOSEPH

TERMS AND CONDITIONS (T&C)

Version: 31.01.2023

Contents

1. Scope
2. Information about us and contact details
3. Ordering process and contract formation
4. Products
5. Prices and payment
6. Delivery
7. Right of withdrawal
8. Guarantee and liability
9. Force Majeure
10. Governing law and dispute resolution

Instructions on Withdrawal

1. SCOPE

- 1.1 **Sales contracts.** These terms and conditions (“T&C”) govern, in the version valid at the time of the order, to all contracts concluded via the web shop <https://www.teamdrjoseph.com/> (“**Web Shop**”) between us, the company Vitalis Dr. Joseph S.r.l./GmbH, and you, the buyer, relative to the products offered via the Web Shop (“**Sales Contracts**”), unless we expressly refer to the application of other terms and conditions.
- 1.2 **Instructions on withdrawal.** In these T&C, we do refer to the [Instructions on Withdrawal](#) (see clause 7) which form an integral part of these T&C. Amendments and additions to these GTC must always be agreed in writing.
- 1.3 **Business customers, consumers.** In some areas, these T&C include different rights depending on whether you are a business customer or a consumer. You are considered to be a “consumer” if you are acting for purposes which are outside your trade, business, craft or profession. As consumer and in light of the choice of law made in clause 10 below, we draw your attention on the fact that articles 45 and following of the Italian Legislative Decree of 30 June 2003, no. 196 (“**Italian Consumer Code**”) apply.
- 1.4 **Languages.** The languages available for the conclusion of the Sales Contract are German, Italian and English.

2. INFORMATION ABOUT US AND CONTACT DETAILS

- 2.1 **Information about us.** We are the company Vitalis Dr. Joseph S.r.l. with a sole shareholder and with registered office in South Tyrol/Italy, 39031 Brunico (BZ), Via Cristoforo 5. We have a fully paid-up corporate capital of EUR 100,000.00 and are registered with the Register of Enterprises of Bolzano (Italy) with number IT02876970217. Such number corresponds to our VAT registration number and fiscal code.
- 2.2 **Contact details.** You can contact us by telephoning us at +39 0474 55 47 26, by sending us a telefax at +39 0474 53 11 08 or by writing as at info@teamdrjoseph.com.

3. ORDERING PROCESS AND CONTRACT FORMATION

- 3.1 **Orders.** The presentation of the products in our Web Shop does not constitute a legally binding offer, but merely an invitation to place an order (*invitatio ad offerendum*).
- 3.2 **Ordering process.** You can select products for purchase in our Web Shop by clicking on the relevant button and thus placing them in a shopping basket. If you wish to complete the order, go to the shopping basket where you will be guided through the further ordering process. After selecting the items and entering all the necessary order and address data in the following step, a new section will open if you click on the “continue” button in which the main details of the items and costs are summarised again. Up to this point you can correct your entries or cancel the ordering process. Only by activating the

button “Order subject to payment” in the last step you will have placed a binding offer to purchase the products shown in the order overview. After submitting the order, you will receive an order confirmation, which does not, however, represent an acceptance of your contractual offer.

3.3 **Contract formation.** A Sales Contract between you and us will only come into existence once we accept your order by a separate e-mail or by starting to ship the products. If we are unable to accept your order, we will inform you and of course will not charge you for the products or refund immediately any amounts paid. This might be because the product is out of stock or because we have identified an error in the description of the product or in the price.

3.4 **Confirmation.** We will provide you with the confirmation of the Sales Contract concluded, which will be stored in line with data protection law, on a durable medium within a reasonable time after the conclusion of the Sales Contract, and at the latest at the time of delivery of the goods.

4. PRODUCTS

4.1 **Characteristics.** The main characteristics of our products can be found in the individual product descriptions in our Web Shop.

4.2 **Images.** The images of the products in our Web Shop are for illustrative purposes only. Although we have made efforts to display the colours accurately, we cannot guarantee that a device’s display (e.g. on the computer, smartphone or tablet) accurately reflects the colour of the products. The products may also slightly differ in other respects from these images.

4.3 **Packaging.** The packaging of the products may also vary from that shown in images in our Web Shop.

5. PRICES AND PAYMENT

5.1 **Total price.** The total price of the goods inclusive of taxes as well as, where applicable, all additional freight, delivery or postal charges and any other costs are displayed in our Web Shop. Please refer to our [Delivery Terms](#) for further information.

5.2 **Means of payment.** We accept the means of payment that are set out in the [Delivery Terms](#) on our website from time to time. The place of performance of the payment obligation is deemed to be the place of our registered office.

5.3 **Payment default.** If you are in default of payment for more than 10 days, we shall have the right to terminate the Sales Contract.

5.4 **No set-off.** If you are a business customer you must pay all amounts due to us under the Sales Contract in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5.5 **Wrong invoices.** If you think an invoice is wrong, please contact us promptly to let us know.

6. DELIVERY

6.1 **Consumer, business customer.** This clause 6 is applicable regardless of whether you are a consumer or a business customer.

6.2 **Delivery services, delivery locations, shipping costs.** The delivery services, delivery locations and shipping costs are those set out from time to time on our website under [Delivery Terms](#).

6.3 **Delivery times.** You will receive the products – after the conclusion of the Sales Contract and receipt of payment – within 3 to 5 working days. Where we have failed to fulfil our obligation to deliver the goods within such time limit, you shall have the right to call upon us to make the delivery within an additional period of time appropriate to the circumstances. If we fail to deliver the goods within that additional period of time, you shall be entitled to terminate the Sales Contract. You are not obliged to grant us such an additional period of time, where: (a) we have refused to deliver the goods; or (b) delivery within the agreed delivery period is essential taking into account all the circumstances attending the conclusion of the Sales Contract; or (c) you have informed us, prior to the conclusion of the Sales Contract, that delivery by or on a specified date is essential. In those cases, if we fail to deliver the goods at the time agreed upon, you shall be entitled to terminate the Sales Contract immediately.

7. RIGHT OF WITHDRAWAL (CONSUMERS)

7.1 **Instructions on withdrawal.** If you are a consumer you are entitled to a legal right of withdrawal described in the [Instructions on Withdrawal](#).

8. GUARANTEE AND LIABILITY

8.1 **Consumer.** If you are a consumer, you are entitled to a legal guarantee pursuant to Article 129 and following of the Italian Consumer Code.

8.2 **Business customer.** If you are a business customer, the legal guarantee is governed by the provisions of articles 1490 and following of the Italian Civil Code.

8.3 **Limitation of liability.** If you are a business customer, we are only liable for willful misconduct and gross negligence.

8.4 **Liability under mandatory laws.** Liability under mandatory laws remains unaffected.

9. FORCE MAJEURE

9.1 **Definition.** “Force Majeure” means the occurrence of an event or circumstance that prevents or impedes a party from performing one or more of its

contractual obligations under the Sales Contract, if and to the extent that that party proves: (a) that such impediment is beyond its reasonable control; and (b) that it could not reasonably have been foreseen at the time of the conclusion of the Sales Contract; and (c) that the effects of the impediment could not reasonably have been avoided or overcome by the affected party.

9.2 **Non-performance by third party.** Where a party fails to perform one or more of its contractual obligations because of default by a third party whom it has legitimately engaged to perform part of the Sales Contract (including any supplier), the party may invoke Force Majeure only to the extent that the requirements under Article 9.1 above are established both for that party and for the third party.

9.3 **Examples of Force Majeure.** In the absence of proof to the contrary, the following events affecting a party shall be presumed to fulfil conditions (a) and (b) under Article 9.1 above: (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation; (ii) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (iii) currency and trade restriction, embargo, sanction; (iv) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation; (v) plague, epidemic (including, but not limited to, any further waves of the Covid-19 epidemic), natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; (vii) general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.

9.4 **Consequences, termination.** A party successfully invoking this Article 9 is relieved from its duty to perform its obligations under the Sales Contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other party. Where the effect of the impediment or event invoked is temporary, the above consequences shall apply only as long as the impediment invoked impedes performance by the affected party. Where the duration of the impediment invoked has the effect of substantially depriving the contracting parties of what they were reasonably entitled to expect under the Sales Contract, either party has the right to terminate the Sales Contract by notification within a reasonable period to the other party. Unless otherwise agreed, the parties expressly agree that the Sales Contract may be terminated by either party if the duration of the impediment exceeds 30 days.

10. GOVERNING LAW AND DISPUTE RESOLUTION

10.1 **Governing law.** These T&C are governed by Italian law, excluding the application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG). If you are a consumer this choice of law does not deprive you of the protection afforded to you by

provisions that cannot be derogated from by agreement by virtue of the law of the country where you have your habitual residence.

- 10.2 **ODR platform.** We are legally obliged to inform consumers of the existence of the European Commission's online dispute resolution platform (ODR platform) for consumer disputes. More information can be found here: <https://ec.europa.eu/consumers/odr>. Our e-mail address is info@teamdrjoseph.com. We would like to point out, however, that we are not obliged, and we do not undertake, to participate in out-of-court dispute resolution proceedings before an alternative dispute resolution entity.
- 10.3 **Jurisdiction.** If you are a business customer, any dispute arising out of or in connection with these T&C shall be submitted to the exclusive jurisdiction of the courts of Bozen/Bolzano (BZ, Italy).

INSTRUCTIONS ON WITHDRAWAL (CONSUMERS)

If you act as a consumer, you have a legal right of withdrawal pursuant to Article 52 and following of the Italian Consumer Code, of which we inform you below. The present instructions on withdrawal form an integral part of our [Terms and Conditions \(T&C\)](#).

Right of withdrawal

You have the right to withdraw from the Sales Contract within 14 days without giving any reason, except where the supplied goods (a) are made to your specifications or clearly personalised, (b) are liable to deteriorate or expire rapidly or (c) are sealed and not suitable for return due to health protection or hygiene reasons and were unsealed after delivery.

The withdrawal period will expire after 14 days (a) from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods, or (b), in the case of a contract relating to multiple goods ordered by you in one order and delivered separately, from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good.

To exercise the right of withdrawal, you must inform us (see our contact details in the [Legal Notices](#)) of your decision to withdraw from the Sales Contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the model withdrawal form available for download below, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from the Sales Contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from the Sales Contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from the Sales Contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

You will have to bear the direct cost of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

You can download the model withdrawal form directly from our [Website](#).