

General Terms of Business

We operate solely on the basis of these general terms of business which shall apply to all our transactions even when this is not expressly stated. You are deemed to have accepted these terms by issuing an order or accepting the order confirmation:

Orders and Transactions

Orders may be done written by Mail or Fax, if existing by a sales representative or preferred online via our B2B Portal. Order acceptance will only be confirmed by an order confirmation which will be sent by Mail or Fax. All our offers are without obligation unless something else has been explicitly agreed. Catalogues, advertisements, pricelists, circular notes, etc. are information tools but do not bind us legally in any way. Our sales representatives are not allowed to make written or verbal statements which would oblige us.

For first orders a minimum order value of € 500,- applies. The terms for payment: 10 days net, applicable only for those customers with good credit rating. Such credit ratings will be on the expense of the customer. Other customers will be asked for prepayment, direct debit or bank transfer.

If pre-payment is not made to our account in within 14 days, we reserve the right to cancel the respective order.

For late payment we will charge all extra costs including 8% interest p.a. If our conditions of payment are not met or if we have grounded doubts on the creditworthiness of our clients, all credits outstanding will be due at once. In case of refusal of payment by means of SEPA direct debits, the related bank fees will be charged to the customer.

A VAT Free delivery to EU countries is only possible if the customer has provided us his valid VAT number. It is the obligation of the customer to inform us immediately of any change in his VAT Number. We are not able to issue invoices with valid VAT Numbers at a later date than the agreed delivery date. Our intention is to sell our products only for resellers to be sold to end users via physical shops or in the case of virtual shops only through online shops attached to an individual home page. Sales on various online sales platforms, such as amazon.com, are explicitly prohibited. Without an explicit permission is the sale to third-party resellers not permitted. Such a permission can be revoked by us at any time. In case of infringements to this regulation a contractual penalty of € 5,000 will be charged. Should the customer not obey to this regulation, we reserve the right to end our business relation.

Registration of customers

To open a customer account, we ask to provide us with the following documents: 1) General terms and conditions duly signed by an authorized representative of the company. 2) filled in company data sheet 3) a copy of business license and 4) if available a current Company register extract. All Changes in data given to us must be notified in writing to BMK Handels und Vertriebs GmbH without delay. The customer will be held liable for damages occurring by not disclosing such information (e.g. incorrect VAT number or incorrect delivery address).

Deliveries

Delivery deadlines are not binding, except if specifically agreed in writing.

Shipping costs: All deliveries within the EU exceeding an order value of € 300,- net no transport costs will be charged. We reserve the right to make partial shipments.

Orders with a value of less than € 300,- shipping costs will be charged. According to the actual tariff sheet.

For Orders with a value less than € 150,-, a surcharge of € 15,- will be charged, in addition to the shipping costs.

Compensations for late deliveries will not be accepted under any circumstances. Claims for shortfalls or obvious damages should be claimed immediately (within a week after reception of the goods) to BMK GmbH by mail or fax with a photo showing the damage. Claims that are made at a later date will be refused.

Retention of property

All Goods supplied shall remain our property until they have been fully paid, together with all other amounts owed to us. The buyer may sell these goods as part of his normal business procedure in this case the retention of property is extended to the income of such sales. The buyer will transfer to us all his claims which he has toward third parties from the sale of these goods. For as long as we retain full or part ownership of goods the buyer may not give them as security or allow a charge to be placed on them without our consent. The buyer is obliged to oppose and inform a third party of our interest in these goods he is further obliged to inform us immediately of any charge of confiscation to our property by a third party. Other rulings on the subject of retention of ownership are not permitted.

Trade mark protection

After termination of the business relationship the use of the protected trademarks iobio™ and PoPoLiNi®, except for clearance of old stock, is explicitly prohibited while running business.

Guarantee

Claims for damages can only be granted in case of carelessness or purpose. Compensation for consequential loss and lost profits are excluded. If we are liable, we shall be free to make improvements or replacements. The buyer has no right to withdraw from a contract (conversion). Any settlement of guarantee with an end user must be carried by the buyer. The buyer is obliged to inspect all defected goods and if possible repair the damage himself. Before returning the goods to us please contact us to get permission or advise how to proceed. In case the claim is justified and had to be returned for repair any postage fee will be reimbursed. For economic reasons the mailing should be always done in the least expensive and most economical way. All warranty claims have to be accompanied by our duly filled out claims form. It is at our discretion to decide whether to exchange, repair or a discount. Discounted articles are non-returnable.

Sales policies

The buyer explicitly accepts to maintain an adequate presentations while selling our reputed and valuable trademarks iobio™ and PoPoLiNi®. We expect a competent and friendly sales personnel while selling our products. This applies not only to retail stores but also while doing business via mail order or online sales. We reserve the right to decide if such business conduct is appropriate to the quality of our products.

Place of fulfillment and jurisdiction

The place of fulfillment for both parties as far as delivery and payment is concerned shall be Vienna. We reserve the right to litigate also on the general place of litigation of the buyer.

I have read and understood in full the above general terms of trade

Date, company stamp and owner's signature: