

Terms and Condition of the Online-Shops www.PermeaPad.com

§1

General terms

- (1) InnoME GmbH, In der Tütenbeke 36, 32339 Espelkamp, Germany (hereinafter referred to as "InnoME") operates an online store (hereinafter referred to as "PermeaPad.com") on the Internet portal www.permeapad.com. On PermeaPad.com entrepreneurs in the sense of § 14 BGB (hereinafter "Customers", individually also "Customer") are offered goods and services for purchase.
- (2) These Terms and Conditions shall apply to all current and future purchases by the Customer on PermeaPad.com. Deviating, conflicting or supplementary general terms and conditions of the Customer, even if known, shall not become part of the contract unless their validity is expressly agreed to in writing.
- (3) If individual provisions of these General Terms and Conditions of Business are wholly or partially invalid, the remaining provisions shall remain in full force and effect.

§2

Formation of the contract

- (1) When concluding contracts on PermeaPad.com, the contractual partner of the Customer is exclusively InnoME.
- (2) The offer on PermeaPad.com is not a binding offer of a contract in the sense of § 145 BGB (German Civil Code), but is to be understood as an invitation to submit an offer. By submitting an order by clicking on the "buy now" button the customer submits a binding offer to enter into a contract. After submitting or sending the order, the customer receives a confirmation e-mail of the technical receipt of his order to the e-mail address provided by the customer. This confirmation email does not constitute an acceptance of the contract. InnoME shall declare the acceptance of the contract by a separate e-mail as soon as the goods leave the warehouse or the delivery deadline can be confirmed.
- (3) The text of the contract (consisting of offer, acceptance and terms and condition) will be stored in compliance with data protection.

§3

Delivery restrictions

- (1) Offers are directed only to entrepreneurs, § 14 BGB, i.e. to natural or legal persons or partnerships with legal capacity who, when concluding a legal transaction, act in the exercise of their commercial or independent professional activity. We do not conclude contracts with consumers, § 13 BGB.
- (2) The offers are only directed to customers who do not have their registered office or branch office in one of InnoME's exclusive distributor territories.

§4

Prices, shipping costs

- (1) For orders on PermeaPad.com the prices stated on the respective item page at the time of the customer's order shall apply.
- (2) The prices are net prices excluding the statutory value added tax.
- (3) Shipping costs shall be charged separately for the Customer's order and shall depend in particular on the size and weight of the goods. The shipping costs are indicated on the item page.

§5

Payment

- (1) InnoME offers the payment methods credit card and purchase on account. InnoME reserves the right to exclude individual payment methods for customers or goods and to refer to other payment methods.
- (2) InnoME accepts various credit cards, e.g. Visa and Mastercard. InnoME will debit the invoice amount from the customer's credit card directly after receipt of the order.
- (3) In case of the payment method purchase on account, the invoice amount is due for payment within 14 days from the invoice date to the account designated in the invoice. The statutory provisions regarding the consequences of default in payment shall apply.
- (4) The customer may only offset claims that are undisputed or have been legally established.

§ 6

Delivery

- (1) Deliveries shall be made to the delivery address provided by the Customer. The customer is responsible for ensuring that deliveries can be made to the delivery address during normal business hours.
- (2) Delivery dates are non-binding unless InnoME has expressly designated them as binding in writing. In case of binding delivery dates, all deliveries shall be deemed to have been made in time if InnoME have handed over the goods to the person responsible for the transport on the last day of the delivery period.
- (3) If InnoME is unable to meet a binding delivery deadline for reasons beyond InnoME's control (e.g. due to force majeure or lack of self-supply by upstream suppliers), InnoME shall notify the customer thereof without delay, stating the new delivery deadline if applicable.
If the new delivery period is not acceptable to the customer or if the goods are not available within the new delivery period or not available at all, both contracting parties shall be entitled to withdraw from the contract with regard to the goods concerned; in this case we shall immediately refund any consideration already paid.

§7

Transfer of risk

- (1) The risk shall pass to the customer as soon as the goods have been handed over by InnoME to the person performing the transport. If shipment becomes impossible through no fault of InnoME, the risk shall pass to the customer upon notification of readiness for shipment.
- (2) The handover shall be deemed to have taken place if the customer is in default of acceptance.

§8

Retention of title

InnoME shall retain title to the goods until the invoice amount has been paid in full.

§ 9

Warranty

- (1) The customer shall inspect the goods immediately upon receipt. Complaints about obvious defects will only be accepted and are only admissible if they are made in writing within one week after receipt of the goods.
- (2) The warranty does not cover consumables such as sterile measuring adapters, printer paper or parts subject to wear (batteries, accumulators, electronic measuring cells) as well as wear and tear of the measuring probe due to contact with the medium to be measured.
- (3) Insignificant deviations from the agreed quality or insignificant impairments of the usability do not constitute defects of the delivered item.
- (4) If the customer has not observed the instructions for use when using the goods and/or has carried out interventions, modifications or repair work on the goods, the customer shall be obliged to prove that the defect is not due to this.
- (5) In case of justified complaints InnoME shall be entitled to choose between subsequent performance in the form of remedy of defects or delivery of new goods free of defects. If the subsequent performance fails, the customer shall be entitled to demand a reduction of the purchase price or to withdraw from the contract, at his option.
- (6) All complaints must be made in writing (e-mail to info@permeapad.com) and must be addressed to InnoME immediately after the defect has occurred.
- (7) All warranty rights of the customer shall expire at the latest one year after delivery of the goods, for consumers after two years.

§ 10

Liability

- (1) InnoME shall be liable in accordance with the statutory provisions if the customer asserts claims for damages based on intent or gross negligence on our part. In cases of simple negligence our liability shall be limited to the foreseeable damage typical for the contract.
- (2) Liability for culpable injury to life, limb or health shall remain unaffected; this shall also apply to mandatory liability under the Product Liability Act.
- (3) Unless otherwise stipulated above, liability shall be excluded.

§ 11

Packaging

- (1) As a rule, delivery shall include the manufacturer's packaging. Further packaging shall be selected according to the respective requirements.
- (2) If InnoME is obliged to take back packaging used for transport according to § 4 of the Packaging Ordinance, the customer shall bear the costs for the return transport of the packaging used.

§12

Right of return

Right of return for companies according to §14 BGB (German Civil Code)

- (1) InnoME grants the customer a 14-day right of return. Shortages and damages must be reported within 3 working days (Mon-Fri). In the case of deliveries of refrigerated goods or sterile goods, the goods must be unpacked immediately and checked for damage. If the goods are damaged, acceptance must be refused. Should the customer make use of your right of return, please notify InnoME of the return by e-mail (info@permeapad.com). You will then receive a return delivery bill and the return form from InnoME by e-mail. These must be completed and enclosed with the return delivery.
- (2) The items must be unused, original and unbreakable packaging and must not exceed a total weight of 31.5 kg per package. In case of improper packaging, InnoME shall not be liable for transport damages. All packages, parcels or palletized goods must be sent by the customer to InnoME carriage paid. As a matter of principle, freight collect shipments will not be accepted. After expiration of the 14-day right of return, the goods can only be returned after consultation.

Excluded from the right of return are:

Special order items and goods that are manufactured according to customer specifications or clearly tailored to personal needs

Items that are not suitable for return due to their nature

Unsealed and opened software

Test leads, connection cables, batteries and fuses

Calibration work and other services

Unsealed and opened sterile goods

Articles with individual advertising imprint

§13

Data security

- (1) In the course of placing an order, the customer is requested to provide personal data. This is data that InnoME needs to process the contracts concluded on PermeaPad.com.
- (2) All personal data shall be treated confidentially by InnoME and in accordance with the statutory provisions, in particular those of the General Data Protection Regulation (EU-DSGVO) and the Federal Data Protection Act (BDSG).
- (3) To secure customer data in online payment transactions, InnoME protects them using encryption techniques such as the Secure Socket Layer (SSL).
- (4) InnoME's privacy policy can be found at <https://permeapad.com/datenschutzerklaerung/>.

§14

Copyrights

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§15

Final provisions

- (1) The legal relationship between the parties shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- (2) The place of jurisdiction for all disputes arising from the legal relationship shall be Espelkamp. However, we shall also be entitled to bring an action before the court of the customer's place of business or residence. In all other respects, the statutory provisions shall apply.

Effective 2021