



General Terms and Conditions of Business of Verival Bio GmbH, Sportplatzweg 7, A-6336 Langkampfen, Austria

§ 1 Applicability

(1) The following General Terms and Conditions of Business (GTC), in the version valid at the time of ordering, shall govern the relationship between Verival Bio GmbH (hereinafter referred to as Verival) and the Customer. Any alternative agreements must be made in writing. By placing an order the Customer agrees to these GTC, which thereupon become binding.

(2) Severability clause: Should individual provisions of the GTC that form the basis of the contract be or become void, illegal or unenforceable by virtue of mandatory legal provisions in particular those of the Austrian Consumer Protection Act, E-Commerce Act or Product Liability Act the validity of the remaining provisions of these GTC shall in no way be affected.

§ 2 Offer & conclusion of contract

(1) All offers on this website are non-binding and subject to change without notice. The presentation of our products in the Online Shop does not represent a legally binding offer, but merely serves as a non-binding online catalogue. Verival expressly reserves the right to change product specifications and availability at any time without prior notice.

(2) By clicking on the "Complete Payment" button in the checkout process you submit a binding order for the items in your shopping cart. After we have received a positive confirmation from our payment provider Viveum on your payment you will receive an immediate confirmation of receipt, which constitutes acceptance of your order. We may accept your order by sending you an order confirmation by e-mail or by dispatching the goods ordered. By placing an order you declare that you are at least 18 years of age. Should this turn out not to be the case, we are entitled to withdraw from the contract.

(3) Under [How to order](#) you will find a step-by-step guide to the ordering process as well as information about the integrated verification tools used to identify and correct data input errors. The [Privacy notice](#) section contains detailed information about the collection, processing and disclosure of your personal data and your information access rights.

§ 3 Prices & payment options

(1) Unless expressly stated otherwise, all prices quoted on the product overview and product detail pages are in Euro (for the the Austrian and German online shop) or in British Pound (for the UK online shop) ex-factory/warehouse and include VAT at the prevailing rate.

(2) The minimum order value (excluding delivery charges) is € 20,00 for the Austrian and German Online shop, respectively GBP 20,00 for the UK Online Shop.

(3) Unless agreed otherwise in writing, postage and delivery charges will be added to the total order amount and charged to the Customer.

(4) Set-off: The Customer shall only be entitled to set off payments due to Verival if his/her counterclaims have been irrevocably established by a court of law or recognised in writing by Verival.



(5) Verival accepts no liability for spelling, printing or calculation errors and reserves the right to make price changes without prior notice. For remittance of the total order amount (consisting of the stated purchase price of the items ordered plus the relevant delivery charges) you may choose from the payment offered by Viveum.

(6) Payments and card security

Payments via Amazon Pay are processed directly with Amazon and via the customer's Amazon account. When paying with Amazon Payments, a payment order is sent to the payment service provider Amazon Payments at the same time as the order is submitted. The invoice amount will be debited from your Amazon Payments customer account.

Payments by credit card, Paypal or Sofortüberweisung are processed by Viveum Zahlungssysteme GmbH. Viveum is in charge of the security of payments and is responsible for the safety of payments. Viveums SSL certificate and PCI DSS compliance ensure the highest levels of security. Follow link to view PCI DSS certificate. You can pay with your debit or credit card (Visa or Mastercard). To make your payment you will need your 16 digit card number, the expiry date and the CVC (3 digit security code). When paying by card you will be connected directly to the payment centre and your card details are secured by encryption and authentication technology. The encrypted card data is not processed through Verival and therefore will not be saved by us. Any charges made by your bank for this payment (exchange rate, bank charges etc.) will be paid by you. Once your payment has been accepted, the order, on our website, will be processed. If the payment is refused by the bank the reservation will be cancelled.

In the case of a payment through PayPal, Verival is willing to accept funds credited to the PayPal account of Verival as conditional payment (§364 II Austrian Civil Code); service provider is PayPal (Europe) S.à.r.l. et Cie, S.C.A., 5th floor, 22-24 Boulevard Royal, L-2449, Luxembourg.

In the case of a payment through Klarna, your payment is processed by our partner [Klarna](#). Once your goods are being shipped you will receive instructions on how to complete your payment. You can manage all your payments via [Klarna.com](#) or in the [Klarna app](#) and even pay with just one click.

We also accept payment via SOFORT Banking(Payment Network AG, Fußbergstrasse 1, 82131 Gauting, Germany). All contractual relations between PayPal and/or SOFORT Banking and their customers are governed exclusively by their respective terms and conditions of use.

(7) The following provisions apply to orders for which the customer selects the payment method "prepayment by bank transfer": The contract is concluded by the transmission of the order confirmation, in which the customer is requested to make payment with reference to the bank data of Verival. Payments are accepted exclusively by bank transfer. Payment is due immediately after conclusion of the contract and payable without deduction to the account of Verival Bio GmbH stating the order number in the reason for payment:

IBAN: AT17 3600 0001 0051 2905

BIC/SWIFT: RZTIAT22

Credit institution: Raiffeisenlandesbank Tirol AG

The order number must be stated as the reason for payment.

Payment shall be deemed to have been made when the transfer order is verifiably issued. Delivery will only be made after the total amount has been credited to the specified account: If the customer is in default of payment, Verival is therefore entitled to withhold delivery of the ordered goods until the agreed consideration has been paid in full and to withdraw from the contract after a reasonable grace period has expired - without prejudice to other rights.



§ 4 Gift Vouchers

(1) Gift vouchers can be used in accordance with these terms in the context of purchases from the Verival Onlineshop. A gift voucher will be sent to you in the form of a PDF file by mail after payment. A cancellation of an ordered voucher can be made by our customer service only if the voucher has not yet been redeemed.

(2) You can pass the voucher to other persons. In this case, you undertake not to use the coupon code or to disclose it to a third party.

(3) Vouchers must be redeemed by the end of the fifth year from the date of issue. Then they lose their validity.

(4) Vouchers can only be used to purchase the products distributed through the Verival Onlineshops. Vouchers can also be redeemed in partial amounts. If the voucher value exceeds the value of a purchase, the residual value of the voucher is retained and is shown online at the order completion. It can then be redeemed in another purchase by re-entering the voucher code. If the value of the voucher is insufficient for an order, the difference can be settled on the same page with one of the payment methods approved by us.

(5) A compensation in cash, interest or the subsequent crediting of the (remaining) credit of a voucher is excluded.

(6) Gift vouchers cannot be combined with other gift vouchers or discount codes.

(7) To redeem a voucher, select "Enter voucher code" and type in the coupon code. After clicking on the arrow next to the field for the coupon code you will see the deducted amount and you can complete the purchase.

(8) Verival Bio GmbH assumes no liability for loss, theft, misuse or delayed transmission (eg due to technical difficulties) of gift vouchers.

§ 5 Delivery terms and conditions & availability disclaimer

(1) Delivery is usually made within 7 working days of your order being received by Verival, but in all cases within 30 days of the order date.

(2) Without exception, delivery shall be made to the address stated by the Customer and specifically not until payment has been received for the total order amount. The Customer undertakes to notify us of any change of address prior to placing a new order, but at the latest in the process of placing said order. The Customer shall in any case bear the risk of the ordered goods being deemed undeliverable (default in delivery) if we were not notified of the change of address in accordance with the contract. If the customer does not accept delivery of the goods as agreed (default in acceptance), we shall be entitled either to store the goods on our own premises, for which we shall charge the Customer warehouse costs in the amount of 0.1% of the gross invoice amount per calendar day or part thereof, or to store them at an authorized commercial warehouse at the Customers expense and risk.

(3) The packaging and shipping costs depend on the country of delivery. Details can be found on the Delivery and Payment page. The packaging and shipping costs can be adjusted to the current market prices at any time. All prices and charges will be published immediately in the updated price lists [on our website](#).

(4) Delivery free of shipping costs: We deliver free of shipping costs from a certain order value (incl.



VAT but excl. shipping costs). You can see the current order values for free delivery on the page "[Delivery and payment](#)".

(5) Availability disclaimer: If any items ordered are out of stock at the time of ordering and/or not available for delivery within the timeframe stated under §5 par. 1 for instance due to defective raw materials and/or incorrect or non-punctual delivery from our suppliers we will notify the Customer without delay in writing or by telephone. If the item or a suitable replacement cannot be supplied within a reasonable period of time we shall be entitled to withdraw from the contract: in this case we shall inform you immediately that the item is not available and refund any payments you have already made.

(6) We take every care to ensure that the descriptions and product specifications on our website are correct. However, the Customer accepts that there may be minor and reasonable deviations from time to time. This applies in particular to variations due to the nature of the product (e.g. variations in size, colour, quality, etc. caused by growth and weather conditions).

§ 6 Warranty and liabilities

(1) In the event of a defect, the statutory provisions shall apply. Verival shall not be liable for any further damages incurred by the customer due to the defective item.

(2) This disclaimer of liability does not apply to damages resulting from injury to life, body or health caused by an intentional or negligent breach of duty by Verival or an intentional or negligent breach of duty by its legal representatives or agents.

(3) The Customer shall inspect the goods immediately upon delivery for completeness and any visible damage or defects. Any such damage or defects shall be reported to Verival without delay, or in any case within 14 days of receipt of the goods. Such notification shall be made in writing, describing the defect in as much detail as possible.

(4) Once the defective goods have been reported, they shall be returned to Verival with sufficient postage affixed, if possible in the original packaging. The risk of returned goods going astray or being damaged due to improper packaging lies with the Customer. It goes without saying that replacements can only be granted for goods returned in accordance with the above conditions.

(5) If a delivered item proves to be defective, the Customer may only demand a replacement in the first instance. If Verival is unable to supply a replacement, if supplying such replacement would require disproportionate effort or if a replacement cannot be supplied within a reasonable period of time, the Customer shall be entitled, at his/her own discretion, to withdraw from the contract and demand a refund of the purchase price.

(6) Except in the event of intent or gross negligence, the Customer explicitly waives the right to claim for damages of any kind, in particular damages for defective goods, non-fulfilment, default in delivery or consequential damages.

§ 7 Retention of title

Verival shall retain the title to the goods sold until full payment of all our claims vis-à-vis the Customer.

§ 8 Contractual language, legal venue and applicable law



Contracts, all other information, customer service and complaint management are offered and handled in German and English. Unless mandatory legal provisions dictate otherwise, it is agreed that the court with jurisdiction over the registered office of Verival shall be the legal venue for all disputes: that is, either Kufstein District Court or Innsbruck Regional Court. It is explicitly agreed that the place of performance of the contract shall be the company headquarters of Verival in 6336 Langkampfen, Austria. The laws of Austria shall apply as amended.

GTC of Verival Bio GmbH, Sportplatzweg 7, 6336 Langkampfen Tel.: +43 5332 75654-0,
Commercial Register no.: FN 32503 z Legal venue: 6330 Kufstein, Austria

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