

Legal Notice – PROCOMCURE Biotech GmbH (revised 21.12.2018)

Table of Content

Impressum

Homepage Conditions

Trademarks

Terms and Conditions

Impressum

Procomcure Biotech GmbH (short: PCC)

Breitwies 1

5303 Thalgau

Austria

Phone: 0043 6229 39608

E-Mail: office@procomcure.com

Data for International Bank Transfer

IBAN: IBAN AT411509000371070095

BIC: OBKLAT2LXXX

Regional Court Salzburg

Corporate ID: 289033z

Tax ID: ATU63185617

Authorized Bodies: Dr. Kamil Önder, CEO

Object of the Company

PCC develops technologies and reagents for the sector of life sciences with focus on PCR and the detection of DNA.



Media owner: Procomcure Biotech GmbH (short: PCC)

All contents published on PCC's website are property of PCC. Usage, copying and/or forwarding these contents is strictly prohibited and is subject to copyright. In case of inquiries in this matter, please use the contact information provided above.

Disclaimer

The media contents were prepared and verified thoroughly by the author. They are based on research results of PCC. The media owner is not liable for the correctness, integrity, timeliness and resulting harms and third-party-damage.

Technical Malfunctions

The media owner tries to prevent technical malfunctions, still, they may occur. The media owner is not liable for malfunctions of the online service.

Weblinks

Linking to other homepages is only allowed with consent of the media owner. The owner is not liable for existing links, liability in these cases lies within the owner of the particular website.

Data Processing

The data saved on our server due to visiting our website is limited to the amount necessary for processing requests. If the contact form is used for requests, the data filled in is only available for the media owner and is not passed to third parties without consent.

Court of Jurisdiction

When a contract is closed, Austrian law is applied.

Homepage Conditions

Registered Owner

This website is owned and maintained by PROCOMCURE Biotech GmbH.

Conditions of Use

This page (together with the documents referred to on it) tells you the conditions of use (Conditions of use) on which you may make use of our website, whether as a guest or a registered user. Please read these Conditions of use carefully before you start to use the Website. By using the Website, you indicate that you accept these Conditions of use and that you agree to abide by them. If you do not agree to these Conditions of use, please refrain from using the Website.

Accessing the Website

Access to the Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on the Website without notice (see below). We will not be liable if for any reason the Website is unavailable at any time or for any period.

From time to time, we may restrict access to some parts or all of the Website, to users who have registered with us.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Conditions of use.

When using the Website, you must comply with the provisions of our acceptable use policy.

You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these Conditions of use, and that they comply with them.

Reliance on Information posted

All material posted on the Website is intended for information purposes only and does not represent legal advice on which reliance should be placed. Users are hereby placed under notice that they should take appropriate steps to verify such information. No user should act or refrain from acting on the information contained in the Website without first verifying the information and as necessary obtaining legal and/or professional advice.

Our Liability

We make no representations or warranties whatsoever as to the accuracy of the information contained on the Website. To the extent permitted by law, we expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.



We expressly disclaim all liability and responsibility for any direct, indirect or consequential loss or damage incurred by any user arising from any reliance placed on materials posted on the Website by any visitor to the Website and by anyone who may be informed of any of their contents, or from the use or inability to use the Website, whether directly or indirectly, resulting from inaccuracies, defects, errors, whether typographical or otherwise, omissions, out of date information or otherwise, even if such loss was reasonably foreseeable and we had been advised of the possibility of the same. Direct, indirect or consequential loss and damage shall include but not be limited to loss of profits or contracts, loss of income or revenue, loss of business, loss of goodwill, and wasted expenditure or management time.

Nothing in these Conditions of use shall exclude our liability for death or personal injury resulting from its negligence, nor its liability for fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law.

Changes to the Website

We aim to update the Website regularly, and may change the content at any time. If the need arises, we may suspend access to the Website, or close it indefinitely.

Linking to the Website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

The Website must not be framed on any other site, nor may you create a link to any part of the Website other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in our acceptable use policy.

If you wish to make any use of material on the Website other than that set out above, please address your request via our contact site.

Third Party Websites

We do not accept any liability or responsibility for any third-party websites that can be accessed through the Website or for any loss or damage that may arise from your use of them. We do not endorse or approve the contents of any such site and these links are provided for your information only.

General

We process information about you in accordance with our Privacy Policy. By using the Website, you consent to such processing and you warrant that all data provided by you is accurate.



If any provision of these Conditions of use or the Notice of copyright (see below) is found to be invalid by any court having competent jurisdiction, the invalidity of that provision shall not affect the validity of the remaining provisions which shall remain in full force and effect.

Notice of Intellectual Property Rights

Except where expressly stated to the contrary, all intellectual property rights in the text, graphics, information, motifs, logos, designs and databases contained in this site including the domain names, organisation and layout of the site and the software used in relation to the site are owned by us or our partners.

Data Processing

Usage of the data saved on the server for the processing of requests and inquiries will be limited to the essentials. All data used for contact form and requests is accessible only to the host of the homepage and will not be submitted to third parties without agreement of the customer.

Place of Jurisdiction

After conclusion of a contract, Austrian Law will be stipulated explicitly.

All other trademarks referred to on the site are the trademarks of their respective owners and you will require their specific authorisation should you wish to use any of the trade marks.

Trademarks

Trademarks referenced herein are either registered trademarks or trademarks of PROCOMCURE Biotech in Austria and/or other countries. The names of companies and products mentioned and/or third party trademarks, trade names and logos contained may be the trademarks of their respective owners. Any rights not expressly granted herein are reserved.

Trademark: VitaTaq®, VitaProof®, VitaKod®, VitaScript®

Terms and Conditions

§1 Scope

(1)

These terms and conditions are valid to all contracts closed with

PROCOMCURE Biotech GmbH (short: PCC)

Breitwies 1

5303 Thalgau

Telefon: 0043 6229 39608

E-Mail: office@procomcure.com

hereinafter referred to as the seller.

(2)

The products and services offered on the seller's homepage (www.procomcure.com) are addressed exclusively to companies. A sale contract can only be closed with a representative of the company that has the authority to do so due to his position in the company.

(3)

These terms and conditions are the basis for all offers, services and shipment.

(4)

The contractual language is English.

(5)

The most recent and valid terms and conditions are available for download and print here:

<https://shop.procomcure.com/legal-notice/>

§ 2 Conclusion of Contract

(1)

Via the user interface of the catalogue (available at: www.procomcure.com), the customer can express his buying interest under the conditions stated there. The seller will then send a non-binding offer with a concrete purchasing price to the customer to the contact information provided by the customer. The seller reserves the right to state special conditions in this offer. Every offer is valid for 30 days from the day of the first inquiry. Once this period has expired without distinct acceptance of the offer (written assignment of the offer via mail, fax or e-mail), the offer expires.

(2)

The prices from the product catalogue are net prices indicated in Euro (€).



(3)

The customer consents to Procomcure Biotech GmbH sending invoices electronically.

§ 3 Payment

(1)

Payment is carried out exclusively via bank transfer. The seller reserves the right to charge a prepayment or partial payment of the full purchasing price.

(2)

The term of payment is four weeks in case of payment per invoice from the date the invoice was served.

In general, the invoice is served with shipment of the order.

If prepayment or partial payment was agreed upon, the term of payment is four weeks. Once this period has expired, the sale contract was not closed.

The deadlines mentioned above are met when the full invoice total was received on the account stated by the seller within four weeks and when the seller has the full amount at his disposal.

(2.1)

The deadline of the discount granted is met when the full invoice total – less the discount – was received on the sellers account within four weeks and when the seller has the full amount at his disposal.

(3)

In case of default of payment, §§ 1333 ff ABGB will be applied.

(4)

A general contractual exclusion of set-off for claims of the seller is agreed upon.

§ 4 Shipment

(1)

Shipment within Austria usually takes place within 14 days from the ordering date. Delays may result from dangerous goods and goods that are subject to safety regulations. Furthermore, if the ordered goods are not storing or require special preparations, delays are possible. In these cases, the customer will be notified. For shipment outside of Austria the delivery date is dependent on customs, transportation route and other possible delays.

(2)

Until full payment, the goods remain property of the seller.

§ 5 Transport Damage

(1)

If the goods have been damaged during transport, a complaint to the supplier must be made immediately and the seller must be notified as soon as possible. Customer complaints made later cannot be considered.

§ 6 Warranty

(1)

The seller guarantees that at the date of shipment, all qualitative features according to offer and product description are met. The seller does not warrant for incorrect shipping, storage, handling and similar.

The seller furthermore does not warrant for deviations in the product derived from shipment and handling.

(2)

If warranty remedies are demanded, the seller may choose between primary and secondary warranty remedies. Place of fulfilment is the location of the seller.

(3)

The statute of limitation for contract, product and other defects is limited to 6 months.

§ 7 Accountability

(1)

The seller is only liable for grossly negligent and deliberately caused defects.

§ 8 Final Clause

(1)

If the terms and conditions are legally void or declared legally void, validity of other conditions is not influenced.

(2)

Both parties to the contract agree on Salzburg as court of jurisdiction.

(3)

On contracts between seller and customer, Austrian jurisdiction will be applied exclusively.

Conflict-of-laws rules of International Contract Law like the United Nations Convention on Contracts for the International Sale of Goods and other inter-state agreements are not applicable.