

General terms and conditions Tauros Diagnostik GbR

Contractual partners

Based on these general terms and conditions (Conditions) concluded between the customer / client and Tauros diagnostics GbR, represented by Dr. Michael Ulbrich-Lesner and Dr. Jana Beikert, address: Niederwall 5 in 33602 Bielefeld, Tel: 0521 32930030 Fax: 0521 32930033 , e-mail address: info@tauros-diagnostik.de, tax identification number: DE 273916394, the contract for the purpose of laboratory analysis concluded.

General Coverage

By placing an order at Tauros diagnostics GbR the Conditions shall be deemed accepted if the customer does not expressly object when placing their validity. All agreements and achievements of Tauros Diagnostik GbR made solely on the basis of the following rules to the exclusion of conflicting terms and conditions of the client / customer. They are also part of the contract if the client / customer uses differ from these General Terms and Conditions. Differing conditions of the client / customer need to be effective the written confirmation of diagnosis Tauros GbR. They shall also not apply if Tauros diagnostics GbR does not explicitly contradicts, or the client / customer commits himself to conclude only on his terms a contract.

Conclusion of contract and subject terms

The contract is concluded between Taurus diagnostik GbR and the sending customer / client or in name of another invoice recipient. All offers of Tauros diagnostics GbR are without obligation and non-binding. The contract for the supply of a service is only concluded when a sample is received together with a fact-finding mission (shipping form, order form) at Tauros diagnostics GbR and is adopted. The ordering process for analysis contract in the Tauros diagnostik shop comprises the following steps:

- Selection of the offer in the required specification (number, analysis)
- Loading of the offer to the cart
- clicking the button "Go to Checkout"
- Enter the billing address
- Selection of payment method
- confirmation of the button "Order liable to pay"
- confirmation email that the order has been received

With the receipt of the invoice the contract is concluded.

Delivery times, receiving permission, delay

The estimated delivery time / processing period for laboratory work is found on www.tauros-diagnostik.de. It is expressly pointed out that the mentioned delivery times / processing periods are not binding and represent only an indication of the expected normal service delivery / processing periods. A claim for strict adherence to / of delivery times / processing period therefore does not exist. For delays caused by third party negligence (suppliers, mail, courier, etc.) Tauros diagnostics GbR is explicitly not liable. The laboratory results are communicated to the customer / client.

In case customer and invoice recipient are identical, the customer / client is exclusively authorized to receive the laboratory results. If the customer / client names a stock farmer as the invoice recipient, so will the examination result be delivered to the Client and additionally to the invoice recipient.

Tauros Diagnostik GbR reserves the right to inform the customer / client in advance of such requests. In case of a delay of the result, for which the laboratory is not responsible (as technically induced prolonged examination time delayed data transmission, etc), Tauros Diagnostik GbR is entitled to delayed reporting of results and this does not reduce the invoice amount. Tauros diagnostics GbR is entitled to partial delivery of results.

A right of withdrawal exists as long as the processing of the sample in the laboratory has not commenced. The right of withdrawal granted here expires at the latest with the registration of the sample in the laboratory. Tauros Diagnostik GbR is entitled from the date of registration of the sample in the laboratory to provide statements for the requested services, despite contradictory.

To exercise your right of withdrawal, you have to inform Tauros Diagnostik GbR, represented by Dr. Michael Ulbrich-Lesner and Dr. jana Beikert, Niederwall 5 33602 Bielefeld 0521 32930030 info@tauros-diagnostik.de, by way of unambiguous declaration about your decision to withdraw from this contract, consigned by post mail, fax, or email. To adhere the withdrawal period, the communication concerning the exercise of the right of withdrawal must be received at Tauros diagnostics GbR prior to the processing the sample in the laboratory.

Effects of withdrawal

If the customer / purchaser cancels a contract, has Tauros Diagnostik GbR to repay obtained payment from the customer / purchaser immediately and at the latest within fourteen days from the date on which the notification about your cancellation of this contract has been received.

Compensation / Payments / Maturity / Delay / Retention

If in individual cases not otherwise agreed, payments of customer / to be paid client within a period of 14 days. All prices listed on the examination form are inclusive of applicable VAT. When using shipping material provided by the laboratory, additional fees are to be paid. The payment by credit card or PayPal is subject to a processing fee. The invoice amount when ordering over the Tauros Diagnostik-shop is basically immediately due after the invoice date without any deduction. Compensates the customer / client completely or partially not from a requirement listed on the invoice due date, is Tauros Diagnostik GbR authorized to revoke agreements on payment terms for all at this time outstanding claims and make them immediately due. Tauros Diagnostik GbR is then entitled to make additional services only against prepayment. In case of first time order for services worth from 1,00 EUR Tauros Diagnostik GbR is entitled to deliver services only against prepayment.

In legal terms, it is noted that the analysis contract is concluded with the sending of the sample to Tauros Diagnostik GbR and their acceptance. Sample analysis shall be initiated as soon as possible after receipt. The analysis of the sample material produces for the customer the obligation to pay. Independently of this, reserves Tauros Diagnostik GbR its right of retention in case of first time- or long-term customers with outstanding payments. A payment shall be deemed made only when it is credited to one of the bank accounts of Tauros Diagnostik GbR. Tauros Diagnostik GbR reserves the right to send invoices by mail or electronically by e-mail.

In the Tauros Diagnostik shop the customer / client has exclusively the following options for payment: Instant bank transfer, payment service (PayPal), payment service providers Giro Solution (EPS, direct debit advice, credit cards, Ideal). Other payment methods are not available and can be rejected.

The invoice is sent by e-mail. When using a (Treuhandservice (fiduciary service) (escrow) / payment service) allows the supplier and customer to handle the payment with each other. Here, the (Treuhandservice (fiduciary service) (escrow) / payment service) provider forwards the payment from

the customer to the provider. Further information is available on the website of the relevant (Treuhandservice (fiduciary service) (escrow) / payment service). For payment by credit card, the customer must be the cardholder. The credit card will be charged immediately with the order. This also applies to all other forms of payment. The transaction currency is the Euro. Debit advices which lack funds or are due to a conflict not redeemed for direct debits, calculates Tauros Diagnostik GbR a processing fee of EUR 15.00 to the customer / client.

Warranty

Whenever the present Terms not otherwise regulated, the warranty is subject to legal regulations. In case of an analysis or measurement error, the laboratory is responsible due to a lack of quality control, a transmission error or a similar type of human error, not caused intentionally or through gross negligence, Tauros Diagnostik GbR is only liable amounting to the invoice amount of laboratory work. Technically correct measurement results that do not reflect the health of the animal, due to adverse circumstances such as sample quality, are not the responsibility of the laboratory. The laboratory is explicitly not responsible for the identity of the sample and the sampled animal.

Liability – Limitation

Tauros Diagnostik GbR is liable for damages that have arisen due to a negligent breach of contract. The liability due to simple negligence in breach of non-essential contractual obligations is excluded. This limitation does not apply to damages caused by intent or gross negligence. Furthermore, this limitation of liability does not apply to damage resulting from injury to life, limb or health, when Tauros Diagnostik GbR is responsible for the breach of duty. The limitation of liability shall moreover also not apply to damage incurred due to fraudulent concealment of defects. Claims for damages from breaches in services, and warranty claims, any compensation claims and claims for reimbursement of expenses lapse after twelve months from the statutory limitation period. This does not apply to claims for compensation for damage to life and limb as well as to claims for damages due to intent, gross negligence and fraudulent concealment of a defect.

Final provisions

Should one of the above provisions of the Treaty be invalid, that will not affect the validity of the other provisions and of the Treaty. The statutory provisions shall replace the invalid provisions. If no legal provisions exist, the Contracting Parties undertake to provide in terms of the invalid provision a new, which most closely approximates the economic intent of the invalid provision. For disputes arising from this contract exclusively the law of the Federal Republic of Germany is applied under exclusion of the provisions of the EGBGB. For disputes arising from this contract and claims on other legal grounds, which are related to the diagnostic analysis, only the local jurisdiction at the court at the headquarters of the company Tauros Diagnostik GbR in Bielefeld.

The place of fulfillment for all parties is the location of the headquarters of the company Tauros Diagnostik GbR.