



## TERMS AND CONDITIONS (T&C)

PRIVACY STATEMENT (S. § 3 AGB) / SHIPPING COSTS (S. § 5 AGB)  
CANCELLATION POLICY (S. § 9 AGB)

### § 1 AREA OF APPLICATION

(1) The following terms and conditions are part of each contract between Dr. Juchheim GmbH, Bajuwarenring 12, D-82041 Oberhaching, represented by the managing directors: Dr. med. Jürgen Juchheim, Kerstin Halefeldt, (hereinafter: JUCHHEIM) and the customer.

(2) JUCHHEIM offers products for sale through its online shop. JUCHHEIM provides its services exclusively on the basis of these terms and conditions, which can be viewed on this website at any time and sent to the customer by e-mail in the event of a contract.

(3) If you have cause for complaint, you can contact JUCHHEIM under the information referred to in paragraph 1.

### § 2 CONCLUSION OF CONTRACT / CONTRACTUAL LANGUAGE

(1) The presentation of the goods, in particular on the Internet, does not constitute a binding offer by JUCHHEIM.

(2) The customer can choose from the offer as desired and add goods to the shopping cart by clicking on the shopping cart icon. The customer can empty the shopping cart at any time by changing the number of goods or ending the ordering process by closing the browser window. The changes can be made using the mouse and keyboard. By clicking on the button „CHECKOUT“, the customer is redirected to a page where he can register as a customer, provided that he does not have any access data or can log in as an existing customer. For this purpose, a username and password as well as the contact details are entered. After registration and confirmation of the delivery address, the customer can select the shipping method and then receives information about the payment method. By clicking on the „CONTINUE“ button, the customer is redirected to a page where he receives an overview of the order after confirmation of the general terms and conditions as well as the information on

the right of withdrawal. In the event that the customer wants to make changes to his order again at this point, he can cancel by pressing the „back function“ in the browser and go back to the cart. If no further changes to the order are to be made, the order process can be completed and a binding order can be placed by clicking on the button „PAYMENT OF ORDER“. The receipt of the order will be displayed to the customer immediately after completion of the order process. We store your order and the order data you entered in accordance with the attached Privacy Policy. In addition, you will also receive your order data via e-mail.

(3) A contract is only concluded when we send you an order by e-mail, with which we accept your binding order. If we have not accepted your order within the five days following your order, you are no longer bound by your order.

If we ask for payment for an order before delivery (advance payment), we accept your order and also commit ourselves to the delivery of the ordered goods according to § 4 of these Terms and Conditions. The delivery obligation in this case is subject to the reservation that you have issued an effective payment order to one of the named service providers pursuant to § 6 (2) to (6) of these GTC.

(4) You can conclude a contract with JUCHHEIM in German or English.

### § 3 DATA PROTECTION

(1) The following link contains the privacy policy of Dr. Juchheim GmbH, Bajuwarenring 12, D-82041 Oberhaching, Represented by the managing directors: Dr. Jürgen Juchheim, Kerstin Halefeldt to find business address click here <https://www.juchheim-methode.de/en/page/datenschutz/>

(2) This Privacy Policy is available and retrievable at any time on the JUCHHEIM website.

### § 4 TERMS OF DELIVERY

(1) The shipment of the goods is against prepayment. The delivery period is 7 business days and 14 business days for shipments abroad. Business days are Monday to Friday, except for public holidays. The delivery period starts on the day after your payment order has been placed, i.e., payment via PayPal, credit card (via VR Payment), or transfer order to your bank.

(2) If JUCHHEIM incurs additional shipping costs due to a false delivery address, the non-acceptance or the non-collection of a package, these shipping costs must be reimbursed by the customer, unless he is not responsible for these circumstances.

## § 5 SHIPPING COSTS

The individual countries supplied as well as the respective shipping costs are to be taken from the [shipping information](#).

## § 6 PAYMENT TERMS

(1) The purchase price is due immediately upon the conclusion of the contract. All prices are to be understood as end customer prices, including the statutory value-added tax. All shipping costs are at the expense of the customer unless otherwise agreed. The applicable shipping costs can be found in our list of shipping costs in the online shop.

(2) Payment options available to customers include SEPA bank transfer, credit card (via VR Payment), and PayPal.

(3) When paying via SEPA bank transfer, you transfer directly to our bank account. The account details will be sent to you with the purchase confirmation email. Please use the order number as a reference. There are no further costs.

(4) You will need a PayPal account for PayPal payments. Each transaction is subject to a service fee of 3.8%. Information about PayPal and how to set up a PayPal account can be found at [www.paypal.de](http://www.paypal.de). In case of payment via the payment method "Payment by PayPal," the payment claim is assigned to PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg („PayPal“). The data required for the processing of payments will be transmitted to PayPal. PayPal transmits data to credit agencies (inquiry agencies) for its own credit assessment. From these agencies, PayPal receives information and, if applicable, credit rating information based on mathematical-statistical methods (probability or score values), which, among other things, include address data in their calculation. By selecting the specified payment method, the user agrees to the transmission of data to PayPal and to the performance of credit checks. Detailed information on this and the credit agencies used can be found in PayPal's data protection regulations, which can be found [here](#).

(5) If you select the payment method credit card via VR Payment, the payment will be processed by VR Payment GmbH, Saonestraße 3a, 60528 Frankfurt am Main (<https://www.vr-payment.de/>). VR Payment GmbH collects the invoice amount from the customer's credit card account provided. In the event of debt assignment, payments can only be made to VR Payment GmbH with the effect of discharging the debt. The credit card will be charged immediately after the customer's order has been sent via our online shop. When choosing the credit card payment method via VR Payment, we remain responsible for general customer inquiries, e.g., regarding the goods, delivery time, shipping, returns, complaints, cancellation notices and returns shipments, or refunds. Please refer to the information provided by VR Payment GmbH in accordance

with the German Data Protection Act (DSGVO) for the processing of credit card payments at <https://www.vr-payment.de/datenschutz-haftung>.

## § 7 RETENTION OF TITLE

The goods remain the property of JUCHHEIM until paid in full.

## § 8 LIABILITY FOR DEFECTS

(1) The customer is entitled to a statutory right of defect. With regard to liability for defects, the statutory provisions shall apply, unless otherwise stated in the following liability limitations with regard to damages.

(2) JUCHHEIM is liable - with the exception of injury to life, body and health and the breach of essential contractual obligations (transfer and transfer of the goods) - only for damages that are due to intentional or grossly negligent behaviour. This also applies to indirect consequential damages such as loss of profit in particular.

(3) The liability is - except for intentional or grossly negligent behaviour or for damages from injury to life, limb and health and the breach of essential contractual obligations (delivery and transfer of goods) - the amount of foreseeable at contract conclusion, typical contractual damage limited. This also applies to indirect consequential damages such as escaped profit in particular.

(4) The limitation of liability of paragraphs 1 and 2 also applies to the vicarious agents of JUCHHEIM.

(5) Liability under the Product Liability Act remains unaffected.

## § 9 REVOCATION Right of Withdrawal - Cancellation Policy

You have the right to withdraw from this contract within fourteen days without giving any reason.

The revocation period is fourteen days from the day on which you or a third party named by you, who is not the carrier, has or has taken possession of the last goods.

To exercise your right of withdrawal, you must contact us

**Dr. Juchheim GmbH**  
**Bajuwarenring 12**  
**D-82041 Oberhaching**

Dr. Juchheim GmbH • Bajuwarenring 21 • D-82041 Oberhaching  
Tel.: +49 (0) 89 – 64 91 33 50 • E-Mail: [info@juchheim-methode.de](mailto:info@juchheim-methode.de)

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**Tel.: 0049 89 64 91 33 50**  
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**Email: [info@juchheim-methode.de](mailto:info@juchheim-methode.de)**

by means of a clear statement (e.g. a letter sent by post, fax or e-mail) about your decision to withdraw from this contract. You can use the attached [sample withdrawal form](#) but this is not required.

[Please click here for sample withdrawal form](#)

In order to safeguard the cancellation period, it is sufficient for you to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

### **Consequences of Cancellation**

If you withdraw from this Agreement, we will refund all payments we have received from you, including delivery charges (except for the additional costs arising from choosing a different delivery method than the most favourable standard delivery we offer have to repay immediately and at the latest within fourteen days from the date on which the notification of your revocation of this contract has reached us. For this repayment, we will use the same means of payment as you used in the original transaction, unless expressly agreed otherwise with you; In no case will you be charged repayment fees for this. We may refuse repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

You must return the goods to us immediately and in any event not later than fourteen days from the date on which you inform us of the cancellation of this contract. The deadline is met if you send the goods before the deadline of fourteen days. You bear the immediate costs of returning the goods. You only have to pay for a possible loss in value of the goods, if this loss of value is due to a handling that is not necessary for the examination of the nature, characteristics and functioning of the goods.

There are legal exceptions to the right of withdrawal (§ 312g BGB), whereby we reserve the right to invoke the following provisions:

**A right of withdrawal may expire prematurely in contracts for the delivery of sealed goods, which are not suitable for return for reasons of health or hygiene, if their seal was removed after delivery (so in cosmetics, tights and „Seamless“-products).**

### **§ 10 INFORMATION ON LITIGATION**

(1) Platform of the European Commission for dispute resolution for online purchases: <https://webgate.ec.europa.eu/odr>.

(2) JUCHHEIM always endeavours to settle any disagreements arising from the contractual relationship in a consensual manner. However, JUCHHEIM does not participate in a procedure with a state-approved consumer arbitration board. The legal process is always open.

### **§ 11 FINAL PROVISIONS**

(1) The law of the Federal Republic of Germany applies excluding the UN sales law. Compulsory provisions of the state in which the customer has his habitual residence remain unaffected.

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