

**Terms and Conditions  
of STORZ & BICKEL GmbH  
for repairs**

# TERMS AND CONDITIONS

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## § 1 Scope of application, definitions of terms

(1) These Terms and Conditions apply to all contracts that were concluded via our online portal [www.storz-bickel.com](http://www.storz-bickel.com) concerning repair services concerning S&B products between us,

STORZ & BICKEL GmbH  
In Grubenäcker 5-9  
78532 Tuttlingen  
Germany

Phone: +49 (0)7461 9697070  
E-Mail: [info@storz-bickel.com](mailto:info@storz-bickel.com)  
Homepage: <https://www.storz-bickel.com>

Registration court: District Court of Stuttgart  
Registration number: HRB 773792  
VAT ID No.: DE 327110629

represented by the managing directors Jürgen Bickel and David Männer and you as our customer.

Any activities for the purpose of fulfilling our statutory or contractual warranty obligations and, if applicable, any activities for the purpose of fulfilling our obligations arising from any additional warranty are excluded from the scope of these Terms and Conditions.

(2) The Terms and Conditions for selling products via the online shop, which can be retrieved at [www.storz-bickel.com/legal](http://www.storz-bickel.com/legal), shall apply for spare part only deliveries exclusive of any repair orders to us.

(3) These Terms and Conditions shall apply to end customers only, regardless of whether you are a consumer or entrepreneur. A consumer means every natural person who enters into a legal transaction for purposes that predominantly are outside his trade, business or profession (Section 13 BGB (German Civil Code)). Whereas an entrepreneur means a natural or legal person or a partnership with legal personality who or which, when entering into a legal transaction, acts in exercise of his or its trade, business or profession (Section 14 Para 1 BGB (German Civil Code)).

(4) These Terms and Conditions apply exclusively and in the version that was valid at the time when the contract was concluded. Any deviating, opposing or supplementary Terms and Conditions of the customer shall not apply unless we explicitly agree to them in writing.

## **§ 2 Offer and contract conclusion**

(1) Our offers for repair services on our online portal are subject to change and non-binding. Anything to the contrary shall only apply if a repair order is based on a written cost estimate from us which you have approved. In this case, payment shall be made in accordance with our cost estimate.

(2) You can request repair services on our online portal via your customer account. Select the requested service by using the button "Move to cart". By sending the repair order via the online portal when you click the button "Buy now", you are submitting a binding order for the repair service in the cart. Before you send the order you can change and review the data at any time. However, the order can only be sent and transmitted if you accept these contract conditions by clicking the button "Accept T&C" and consequently include them in your order.

(3) After receiving your offer, we will promptly send you an automatic acknowledgement of receipt via email, which will constitute acceptance of your offer at the same time (confirmation of order). With this email we will send you the contract text (consisting of the order, T&C and the order confirmation) on a durable medium (email or paper printout) (contract confirmation). The contract text shall be saved while adhering to data protection.

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## **§ 3 Repair services concerning S&B products**

(1) The content and extent of repair services to be provided by us are determined by our order confirmation, any repair services always including initial fault diagnostics by us.

(2) If the initial fault diagnostics determine that a warranty case is applicable, we shall repair the S&B products in accordance with the statutory provisions, in particular Sections 434 ff. BGB (German Civil Code) or the corresponding warranty conditions at our expense.

(3) If the initial fault diagnostics determine that the repair services you selected via our online portal are not able to correct the fault we assessed on the S&B product, we will obtain the corresponding (additional) order from you prior to carrying out the repair work that is required and suitable for the fault correction. The same applies if additional faults at the S&B product are determined in excess of the fault you have described.

(4) We shall not perform repair services if

- a) the faulty product or parts thereof you submitted are not an S&B product,
- b) the submitted faulty S&B product no longer functions due to unauthorized changes or other unauthorized interventions by you or an unauthorized third party (e.g., dismantling the S&B product into several parts),
- c) the repair services you ordered cannot correct the fault we assessed or if other faults are determined concerning the S&B product in addition to those you described and you do not place the changed (additional) repair order with us,
- d) the serial number on the submitted faulty S&B product has been changed, removed or made unrecognizable,
- e) S&B products are submitted without you placing the corresponding repair order with us via our online portal,
- f) we were unable to diagnose any fault on the submitted S&B product or
- g) you do not pay the agreed amount on the due date.

In all of the aforementioned cases, we will return the product you submitted to us without performing any repair services, by charging a fee for diagnostics in accordance with § 7 Para 3 at your expense. If returning is not possible due to your fault (e.g., due to default of acceptance or culpable violation of cooperation duties, especially § 4 of these Terms and Conditions), we will store the submitted product in accordance with § 13 of these Terms and Conditions and dispose of it (if applicable, at your expense) after the expiry of three months without result.

(5) When you order repair services, we owe only the successful outcome of these services, in other words, restoring the functionality of the submitted faulty S&B product. Type and method of restoring the functionality is entirely our decision.

If it becomes necessary within the scope of repair services that we have to update the system software of S&B products, please note that subsequently, no reset of the system software to an older version is possible.

(6) We are authorized to assign subcontractors to carry out repair services on S&B products.

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## § 4 Cooperation obligations for repair services

(1) When you order repair services, you are obligated to cooperate if such obligation arises from the Terms and Conditions and/or our order confirmation. You must especially provide the faulty S&B product to our company headquarters

STORZ & BICKEL GmbH  
In Grubenäcker 5-9  
78532 Tuttlingen Germany

for carrying out the ordered repair work at your own expense and risk. When shipping the faulty S&B product, please note the shipping and packaging instructions that we will send to you with our order confirmation. You can retrieve the shipping and packaging instructions at [www.storz-bickel.com](http://www.storz-bickel.com).

(2) Please note in particular that pursuant to our shipping and packaging instructions, you must remove all components that are not permanently connected to the faulty S&B product (e.g., Cooling Unit or Power Adapter) when you ship a faulty S&B product in accordance with the above Para 1. If you ship components that are not permanently connected to the faulty S&B product regardless and contrary to our shipping and packaging instructions, we must dispose of these components due to hygiene reasons, without you being entitled to any replacement for these components or any right for compensation. In this respect, any liability on our part is excluded.

(3) You must provide us with an up-to-date delivery address for returning the S&B product repaired by us or (in the case of § 3 Para 4) not repaired by us. Unless otherwise specified, we will return it to the delivery address specified in the order.

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## § 5 Information regarding your right of cancellation

(1) When entering into a distance selling transaction, consumers always have a statutory right of cancellation which we will outline below in accordance with the statutory sample. The exceptions to the right of cancellation are regulated in Paragraph 2. Paragraph 3 includes a sample cancellation form.

## **Information regarding your right of cancellation**

### **Right of cancellation**

You have the right to cancel this contract within fourteen days without specifying any reasons.

The cancellation period is fourteen days with effect from the day on which you or a third-party nominated by you, which is not the carrier, have or has taken possession of the products.

To exercise your right to cancellation you must inform us (STORZ & BICKEL GmbH, In Grubenäcker 5-9, 78532 Tuttlingen, Germany, Phone: +49 (0)7461 9697070, email: info@storz-bickel.com) of your decision to cancel this contract by means of a clear declaration (e.g. a letter via regular mail or an email). You can use the enclosed sample cancellation form for this, which however is not mandatory.

In order to comply with the cancellation period, it is sufficient that you send the notification about exercising the cancellation right prior to the expiry of the cancellation period.

### **Consequences of cancellation**

If you cancel this contract, we shall repay all the payments, which we have received from you, including the delivery costs (with the exception of additional costs, which arise from that fact that you selected a form of delivery other than the most reasonable standard delivery offered by us), immediately and at the latest within fourteen days from the day on which we received the notification about the cancellation of this contract from you. We will use the same means of payment that you have used for the original transaction for this repayment, unless expressly agreed otherwise with you; under no circumstances will you be charged any fees owing to this repayment.

We can refuse the repayment until the products are returned to us or until you have furnished evidence that you have sent the products back to us, depending on whichever is earlier.

You must return or transfer the products to us immediately and, in any case, at the latest within fourteen days with effect from the day on which you inform us of the cancellation of this contract. The deadline is adhered to if you send the products before the expiry of the fourteen-day deadline.

You bear the direct costs for returning the products.

You must pay for any depreciation of the products only if this depreciation can be attributed to any handling by you that was not necessary for checking the condition, properties and functionality of the products.

If you have requested that repair services should start during the cancellation period, you must pay us a reasonable amount that is equivalent to the portion of repair work performed by the date at which you would inform us about exercising the right of cancellation under this contract, as compared to the total extent of the repair services intended in the contract.

### **- End of the information regarding your right of cancellation -**

(2) The right of cancellation is not applicable to distance selling transactions for delivery of products that are produced specifically according to customer's specifications or that are clearly tailored to personal requirements or that are not suited for returns due to their nature. The right of cancellation furthermore does not apply to distance selling transactions for delivery of sealed products, that are not suited for return for reasons of health protection or hygiene if their seal has been removed after the delivery.

(3) In the following, we inform you about the sample cancellation form according to the statutory provisions:

### **Sample cancellation form**

(If you want to cancel this contract, please complete this form and return it to us.)

To: STORZ & BICKEL GmbH  
In Grubenäcker 5-9, 78532 Tuttlingen, Germany  
Phone: +49 (0)7461 9697070  
Email: info@storz-bickel.com

I/we (\*) hereby cancel the contract concluded by me/us (\*)  
regarding the purchase of the following products (\*)/ the provision of the following service (\*)

- Ordered on (\*)/received on (\*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only in case of a notification on paper)
- Date

(\*) Delete as applicable

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## § 6 Time of performance, performance restrictions

(1) The times of performance for the repair services as specified by us are calculated from the date of our order confirmation, provided that prior payment has been made, however not before fulfillment of your cooperation obligations pursuant to § 4 nor prior to the expiry of your 14-day cancellation period pursuant to § 5 Para 1. Based on your explicit written request, the ordered repair services can already commence during the 14-day cancellation period. If no or no other time of performance is specified for the repair services on our online portal, the time of performance is twenty-one (21) days.

(2) If we do not meet the agreed upon time of performance, default shall only apply after expiry of a reasonable extension, granted by you in writing, of at least two (2) weeks.

(3) The following performance restrictions exist:

For purchases via our S&B shop: We do not provide services to customers whose main residence (invoice address) and delivery address is in any of the countries listed at [www.storz-bickel.com/en/payment#shipping](http://www.storz-bickel.com/en/payment#shipping).

For purchases via our VAPORMED shop: We provide services to customers whose main residence (shipping address) is in any of the countries listed at [www.vapormed.com/en/payment#shipping](http://www.vapormed.com/en/payment#shipping).

Furthermore, we only provide services to customers who are of legal age (Section 2 BGB (German Civil Code)).

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## § 7 Acceptance, delivery of repaired S&B products, passing of risk, default of acceptance

(1) Picking up the repaired S&B product at our company headquarters constitutes the acceptance of our repair service. There shall be no partial acceptances.

(2) Upon your request and expense, the repaired S&B product will be shipped to a different destination (sale by dispatch).

Unless specifically agreed to otherwise, we shall determine the appropriate shipping type and transportation company at our reasonable discretion.

(3) The risk of coincidental destruction, coincidental damage or coincidental loss of the repaired S&B product is transferred to you with its acceptance. In the case of sale by dispatch, the risk of coincidental destruction, coincidental damage or coincidental loss of the repaired S&B product and the risk of delay are transferred to you as soon as the delivery is consigned to the carrier, forwarding agent or other third party commissioned with the shipping.

(4) In the case of default of acceptance or other culpable violation of your cooperation obligations, we are entitled to request compensation for the resulting damages incurred to us, including any additional expenses (e.g. storage costs), if applicable. We reserve the right to further claims. In this case, the risk of coincidental destruction or coincidental deterioration of the repaired S&B product is transferred to you at the time of default of acceptance or other violation of cooperation obligations.

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## § 8 Prices and shipping costs

- (1) All prices specified on our website are in euros including VAT in the corresponding statutory amount.
  - (2) If we send the repaired S&B product to a different destination (sale by dispatch) based on your request, you are responsible for the shipping costs and any customs fees or similar public duties. The shipping costs that you will be responsible for are specified in the order form when you order the repair.
  - (3) If you order repair services from us that we cannot carry out pursuant to § 3 Para 4, you must pay a fee for diagnostics in the amount of € 50.00 plus the shipping costs for the return.
  - (4) The shipping costs that you will be responsible for are specified in the order form. The minimum order value for free standard shipping depending on the region is listed at [www.storz-bickel.com/en/payment#shipping](http://www.storz-bickel.com/en/payment#shipping) and/or [www.vapormed.com/en/payment#shipping](http://www.vapormed.com/en/payment#shipping).
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## § 9 Payment terms, right of set-off and retention

- (1) The payment methods are listed at [www.storz-bickel.com/en/payment](http://www.storz-bickel.com/en/payment) and/or [www.vapormed.com/en/payment](http://www.vapormed.com/en/payment). We reserve the right with each order not to offer some payment methods and to refer to different payment methods.
  - (2) Payment of the purchase price and the shipping costs is due immediately when the contract is concluded, unless the payment method chosen pursuant to Para 1 indicates a different due date. In the event of default of payment, you must pay annual interest of 5% above the corresponding prime rate pursuant to Section 247 Para 1 of the BGB (German Civil Code).
  - (3) Your obligation to pay interest on late payments does not exclude the assertion of other damage for delay by us.
  - (4) You are only entitled to a right of set-off against our claims for undisputed or legally established counterclaims. You are also entitled to set-off against our claim if you assert quality claims or counterclaims under the same contract. As the purchaser you may only exercise a right of retention if your counterclaim is based on the same purchase agreement.
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## § 10 Warranty

We are liable for defects as to quality or title pursuant to the applicable statutory provisions, in particular Sections 633 ff. BGB (German Civil Code). The period of limitation for statutory claims for defect is twelve (12) months and shall begin with the acceptance of the repair services.

To fulfill the warranty, S&B may send the customer a replacement device. Upon receipt of the replacement device, the customer is required to dispose of the claimed device properly in accordance with applicable disposal regulations. Any transfer, especially sale or commercial distribution of the claimed device, is expressly prohibited. Any violation may result in the loss of the warranty. Furthermore, S&B reserves the right to claim damages if resale or distribution of the defective device results in third-party claims.

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## **§ 11 Liability**

(1) We are liable pursuant to the provisions of the German Product Liability Act as well as in cases of failure or impossibility that we are responsible for. In addition, in the case of a specifically expressed guarantee, we shall be liable for intentional and grossly negligent violations of duty and any injuries to life, body or health that we are responsible for. For property damages and financial loss due to ordinary negligence, we shall be responsible only in the event of violation of material contractual obligations (so-called cardinal obligations), i.e. an obligation, fulfillment of which allows contract performance in the first place and compliance with which the customer normally relies on and may rely on, however, limited to the foreseeable damage typical for the contract. In any other case, our liability is excluded.

(2) The extent that our liability is excluded or restricted also applies to the personal liability of our employees, legal representatives and vicarious agents.

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## **§ 12 Storage and disposal of S&B products**

If a product that you submitted for the purposes of repair is returned to us due to default of acceptance or the culpable violation of other cooperation obligations, in particular the obligation to provide a correct and up-to-date delivery address, we will store the product for a maximum of three (3) months at your expense and risk. We will inform you immediately of such storage and request you to inform us of the correct delivery address. If you fail to provide us with a different delivery address or have not picked up the product at our company headquarters in Tuttlingen within the three-month period from the default of acceptance or the culpable violation of other cooperation obligations, we will assume that you want to abandon ownership of the product pursuant to Section 959 BGB (German Civil Code). We will inform you of the abandonment of ownership related to the expiry of the period another time fourteen (14) days prior to expiry of the three-month period. If the three-month period has passed without result, we are entitled to dispose of the product (if applicable, at your expense).

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## **§ 13 Data protection information**

Please note that we collect, process and use your personal data, which we received in connection with contracts that were concluded via our online shop, to the extent necessary for fulfilling the contract and allowed within the framework of the Data Protection Regulation. The legal basis for storing the data is Article 6 Para 1 (b) GDPR. For further details on the processing of personal data, please see our Data Privacy Declaration at [www.storz-bickel.com/privacy](http://www.storz-bickel.com/privacy).

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## **§ 14 Applicable Law**

The laws of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). Legal provisions for restricting the choice of law and applicability of mandatory rules and regulations, especially of the country of your main residence as a consumer, remain unaffected.

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## **§ 15 Precedence of the German version of the Terms and Conditions**

These Terms and Conditions for selling products in our online shop are made available on our homepage in several languages. We specifically point out that exclusively the German Terms and Conditions are relevant for any legal effects. Please take note of the precedence of the German Terms and Conditions, especially in the event of deviations between the different language versions, as well as in any other cases of doubt.