

General terms and conditions of LOGIS Technologies GmbH for providing information about products

1. Scope of application

The following terms and conditions exclusively regulate the contractual relationship between the user (hereinafter "user") and LOGIS Technologies GmbH (hereinafter "LOGIS") with regard to the provision of information about certain products, including COVID19 antigen tests (hereinafter "products") and their manufacturers/sellers (hereinafter "services"). The General Terms and Conditions of LOGIS also apply if the use is made from outside Germany and are independent of the nationality or registered office of the user.

2. Content of the contract

2.1 LOGIS acts exclusively as the provider of the Services. The contractual obligation of LOGIS is the proper provision of the Services, i.e. the provision of information about the products and their manufacturers/sellers.

2.2 LOGIS provides its services exclusively for entrepreneurs within the meaning of § 14 BGB (German Civil Code), but not for consumers.

2.3 LOGIS does not sell any products and does not mediate sales contracts between users and sellers of the products. Sales contracts are only concluded with the respective manufacturer or seller of the products, where applicable subject to the general terms and conditions of the respective manufacturer or seller.

3. Conclusion of contract, performance of services by LOGIS

3.1 A user may place an order with LOGIS to provide the Services by telephone, by e-mail or via the LOGIS website (www.logisgrips.com). By providing information about the products and/or their manufacturers/sellers by LOGIS, LOGIS accepts the order placed.

3.2 There is no legal claim to acceptance of an order from a user by LOGIS. Furthermore, LOGIS has no influence on whether the respective manufacturer or seller sells products to the user under the terms and conditions communicated to the user.

3.3 To improve the services, LOGIS may contact the user at the contact details provided.

3.4 LOGIS shall use the information provided by the user in the context of the order exclusively for the provision of the Services. Further information on data protection can be found in the data protection notices.

3.5 LOGIS may record telephone conversations for documentation purposes. More detailed information is contained in the data protection information.

3.6 Manufacturers/sellers pay a small commission to LOGIS after the user has purchased products from the manufacturer/seller.

4. Liability/ limitations of liability

4.1 Information about products and their manufacturers/sellers provided to the user is based exclusively on the information provided to LOGIS by the responsible manufacturers/sellers. They do not

represent any own information or assurance of LOGIS to the user. LOGIS has not checked this information for accuracy and is not obliged to do so. However, LOGIS is responsible for the proper performance of the services in accordance with the duties of care of a prudent businessman.

4.2 As LOGIS does not sell any products to the user, there is no liability for the proper performance of the respective sales contract and in particular no liability for the products sold being free of defects.

4.3 In the case of simple negligence, LOGIS is liable to the user for damages incurred in connection with the services provided - irrespective of the legal grounds - only if an organ, employee or vicarious agent of LOGIS has breached an essential contractual obligation. In this case, however, the liability is limited to the damage typically arising and is limited in amount to the price of the products actually purchased by the user from the respective seller. LOGIS shall only assume further liability if

1. damage has been caused by an intentional or grossly negligent breach of a contractual obligation by LOGIS, its legal representatives and/or vicarious agents

2. LOGIS has guaranteed an essential characteristic of the contractual services before or at the time of conclusion of the contract and this characteristic is not present after the contractual services have been provided or

3. the damage was caused by intentional or grossly negligent breach of a main contractual obligation, i.e. a contractual obligation so important to the user that he would not have concluded the contract without being able to rely on the fulfilment of this contractual obligation.

4.4 Claims against LOGIS for damages incurred in connection with the services provided by LOGIS are subject to a limitation period of one year from the respective statutory commencement of the limitation period.

5. Final provisions

5.1 These General Terms and Conditions are exclusively responsible for regulating the legal relationship between LOGIS and the user; the application of the user's General Terms and Conditions is excluded.

5.2 Amendments or supplements to these General Terms and Conditions of Business must be made in writing to be valid, as must their cancellation. LOGIS reserves the right to amend these General Terms and Conditions at any time in the future. The General Terms and Conditions of LOGIS at the time of conclusion of the contract shall apply in each case.

5.3 Should any provision of these General Terms and Conditions or any part of any such provision be or become invalid, this shall not affect the validity of these General Terms and Conditions as a whole.

5.4 The exclusive place of jurisdiction for all disputes arising out of or in connection with this contract for the provision of services is the registered office of LOGIS.