

General Terms and Conditions, Cancellation Policy and Cancellation Form

## **1. PLACING AN ORDER**

- a) By placing an order you consent to the following conditions, which apply to all goods and services provided by Biogerontology Corp.. These conditions shall also apply to all current and future business relationships if no further specific agreement is made in respect of them.
- b) Any differing terms and conditions imposed by the Purchaser are hereby expressly rejected. Any such terms or conditions shall also be inapplicable if no further rejection is issued upon their presentation to Biogerontology Corp..
- c) Any supplementary agreements, amendments or additions must be made in writing; this clause shall also apply to any amendments or additions to the clause requiring amendments and additions to be made in writing.
- d) The languages in which an agreement may be concluded are German and English.

## **2. DELIVERIES**

- a) Customers are entitled to free shipping for orders to the value of 500 EUR or greater. Orders to a lesser value will attract a flat-rate shipping charge of 15 EUR for the EU and 20 EUR for the rest of the world.
- b) Goods will be despatched within 7–10 working days of the conclusion of a purchase agreement and will be delivered by DHL.

## **3. DELIVERY DELAYS**

Even where legally binding delivery dates have been agreed, Biogerontology Corp. shall not be liable for delays to deliveries or services resulting from force majeure or events that make it extremely difficult or impossible for Biogerontology Corp. to effect a delivery – e.g. difficulties in procuring materials that arise after the agreement has been concluded, operational disruptions, strike action, lockouts, personnel shortages, lack of available transport, official directives, etc. The Purchaser shall not be entitled to compensation in such cases.

If the delay lasts more than 14 days, either party shall be entitled to cancel the agreement and in such a case, neither party shall be entitled to compensation.

## **4. WARRANTY**

The goods are covered by statutory warranty rights.

## **5. CANCELLATION**

Cancellation policy

Right to cancel

You are entitled to cancel this agreement within 14 days without stating a reason. The notice period for cancellation shall be 14 days from the day on which you (or a third party nominated by you who is not the party transporting the goods) take possession of the goods.

To exercise your right to cancel, you must make an unambiguous declaration (e.g. in a letter sent by post, a fax or an email) to inform us (Biogerontology Corp., 915 8th Street, Suite 207, Miami Beach, FL 33139, [management@time-block.com](mailto:management@time-block.com)) of your decision to cancel this agreement. You may use the enclosed sample cancellation form, but this is not compulsory.

A cancellation shall be considered valid if you send notification that you are exercising your right to cancel the agreement within the notice period.

Consequences of cancellation:

If you cancel this agreement, we shall be obliged to refund to you all payments that we have received from you (including delivery costs, but excluding any additional costs arising from your choice of a manner of delivery differing from the most cost-effective standard delivery option offered by us) without delay and within 14 days at the latest from the day on which notification of your cancellation of this agreement was received. We will use the same method of payment for this refund that you used for the original transaction unless we have expressly made other arrangements with you; under no circumstances will compensatory payment be made to you as a result of any such refund. We may decline to provide a refund until the goods have been returned to us or you have provided proof that you have sent the goods back, whichever is the earlier.

You are obliged to send or hand back the goods to us, Biogerontology Corp., 915 8th Street, Suite 207, Miami Beach, FL 33139, [management@time-block.com](mailto:management@time-block.com), without delay, and in any case within 14 days at the latest from the day on which you notified us of the cancellation of the agreement. Return of the goods shall be considered valid if you despatch the goods within the notice period of 14 days.

You shall be liable for the immediate cost of returning the goods.

You will only be liable for the costs of any depreciation in the value of the goods if any such depreciation is caused by handling of the goods that was not required to examine their composition, nature or function.

## **CANCELLATION FORM**

If you wish to cancel the agreement, please complete and return this form to us.

To: Biogerontology Corp., 915 8th Street, Suite 207, Miami Beach, FL 33139, [management@time-block.com](mailto:management@time-block.com).

I/we (\*) hereby cancel the agreement I/we (\*) have made in respect of the purchase of the following goods (\*)/provision of the following services (\*)

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Ordered on (*)/received on (*)	_____
Reason for cancellation	_____
Name of Purchaser	_____
Address of Purchaser	_____
Signature of Purchaser	_____
Date	_____

(\*) delete as applicable.

(\*\*) Please note that we can only accept returned products that have not been opened

## **6. LIMITATION OF LIABILITY**

In the event of minor, negligent breaches of these obligations, Biogerontology Corp. liability shall be limited to the immediate, average damages that are foreseeable and typical for contracts of this type and appropriate to the nature of the goods.

## **7. DELAY IN ACCEPTANCE ON THE PART OF THE PURCHASER**

If the Purchaser does not accept the goods, Biogerontology Corp. shall be entitled, once a further deadline of one week has been set and exceeded, to cancel the agreement and to demand damages for non-performance.

## **8. RESERVATION OF TITLE**

All goods shall remain the property of Biogerontology Corp. until the full purchase price has been paid.

## **9. PAYMENTS**

a) Our prices are listed in Euro. The Purchaser undertakes to pay for the goods upon receipt and within 14 days without deduction of discount. You may use the following payment methods: bank transfer, check or credit card.

b) Even where the Purchaser has made other provisions, Biogerontology Corp. shall be entitled to offset payments against the Purchaser's older debts first. If interest or fees have been incurred, Biogerontology Corp. shall be entitled to offset the payment against the fees in the first instance, then against the interest, and finally against the principal.

## **10. JURISDICTION**

The laws of the Swiss Confederation shall apply where such an agreement is permissible by law.

## **11. SEVERABILITY CLAUSE**

In the event that individual provisions of the above terms and conditions are void or inapplicable in whole or in part, or are rendered void or inapplicable through amendments to legislation after the agreement is concluded, the validity of the remaining terms and conditions shall be unaffected. To replace any such void or inapplicable provisions, both parties shall agree a valid and applicable provision whose terms most closely correspond to the sense and purpose of the original provision.