

Allgemeine Geschäftsbedingungen:

1. Wenn Sie sich dafür entscheiden, die Arzneimittel nicht selbst bei der Apotheke abzuholen, sondern Dritten den Versand zu überlassen, so fordern Sie die ausgebende Apotheke und/oder deren Kundendienst durch das Ankreuzen der Option "Ich bezahle ? 14,85 für den Versand?" auf dem Bestellformular auf, der Versandfirma in Ihrem Namen den Auftrag zu erteilen, die Bestellung bei der genannten Apotheke abzuholen und als Einschreiben auf Ihre Kosten und Ihr Risiko an die von Ihnen angegebene Adresse zu senden. In diesem Fall benennen Sie die Versandfirma als die Partei, die die Bestellung in Ihrem Namen und auf Ihr Risiko abholt. Die Kosten für den Versand und die Versandabwicklung betragen 14,85 Euro und werden von der Apotheke oder deren Kundendienst vorausgezahlt und von Ihnen durch eine Erhöhung der Gesamtsumme der Bestellung um den genannten Betrag zurückgezahlt.

2. Preisaufbau

Sie erklären ferner, dass es Ihnen bekannt ist, dass die auf dieser Website genannten Gesamtpreise aus folgenden Teilbeträgen aufgebaut sind:

- a. dem gesetzlich festgelegten Preis des Arzneimittels
- b. den Kosten für die Online-Konsultation
- c. den Apothekerkosten
- d. der MWSt., sofern zutreffend
- e. den eventuellen Kreditkarten- und/oder Bankkosten
- f. den eventuellen Nachnahmekosten
- g. den Vermittlungskosten*

* NetPharm liefert keine Produkte aus, sondern ist lediglich der Vermittler bei der Herstellung des Kontakts zwischen Patient, Arzt und Apotheker. Durch die Aufgabe einer Bestellung bitten Sie NetPharm darum, diesen Kontakt herzustellen, und Sie erklären sich mit der Bezahlung der Vermittlungskosten in Höhe der Gesamtsumme der Bestellung, abzüglich der oben unter a. bis f. genannten Kosten, einverstanden. Die Vermittlungskosten sind somit bereits in der auf der Website genannten Gesamtsumme enthalten.

3. Die ausgebende Apotheke bzw. eine von dieser bevollmächtigte Partei ist jederzeit für die Inrechnungstellung von Bestellungen und für die Abwicklung von Zahlungen sowie für die den geltenden Regeln entsprechende Lieferung der Arzneimittel verantwortlich.
4. Der Inhalt dieser Website ist als allgemeine Informationsquelle und keineswegs als medizinische Beratung oder sonstwie als Ersatz einer medizinischen Konsultation zu betrachten. Mit der Verwendung dieser Website erklären Sie, dass dies auf eigene Gefahr geschieht und die gesamte Verantwortung im Zusammenhang mit der Verwendung dieser Website beim Benutzer liegt.
5. Um Schaden an Ihrer Gesundheit zu vermeiden, ist es wichtig, Ihren Hausarzt und Apotheker über die Arzneimittel zu informieren, die Sie über diese Website anfordern und erhalten. Es ist ausdrücklich Ihre Verantwortung, die medizinische Konsultation wahrheitsgemäß auszufüllen. Bei Zweifel über die Antwort auf eine oder mehrere Fragen empfehlen wir Ihnen, zuerst Ihren Hausarzt oder Spezialisten zu fragen, bevor Sie die Anfrage einreichen.
6. NetPharm ist nicht für die Verwendung, Lieferung und Fakturierung der angeforderten Arzneimittel verantwortlich. Jeder Kaufvertrag, der durch die Nutzung dieser Website entsteht, ist ein Vertrag zwischen Ihnen, dem Apotheker und dem Arzt.
7. Durch die Anforderung einer Konsultation bzw. durch die Aufgabe einer Bestellung erklären Sie, diese Bedingungen gelesen und verstanden zu haben und diesen außerdem völlig und vorbehaltlos zuzustimmen.
8. Wenn der Arzt, z.B. aus medizinischen Gründen, beschließt, keine Rezept auszustellen, haben Sie nichts zu zahlen. Eventuell bereits in Rechnung gestellte Kosten werden dann umgehend (innerhalb von 7 Tagen) an Sie zurückgezahlt.
9. Alle Streitigkeiten welcher Art auch immer, die eine unter diesen Bedingungen fallende Vereinbarung betreffen oder damit in Zusammenhang stehen, werden dem zuständigen englischen Richter vorgelegt. Es gilt englisches Recht.

General Terms & Conditions.

Applicability.

1. These terms and conditions apply to all agreements arising from the use of this website.
2. By requesting a consultation or placing an order, you agree that you have read, fully understand, and without reservation accept these terms and conditions.
3. NetPharm supplies no products whatsoever, and acts solely as a facilitator of contact between the patient, doctor and/or pharmacist. By placing an order, you implicitly request NetPharm to establish this contact. In addition, NetPharm collects the sums due to the pharmacy, doctor and NetPharm as a result of such contact.

4. The supplying pharmacy and the prescribing doctor are at all times responsible for charging the user for the medicines or consultations.

5. The content of this web site is intended as a source of general information and as a platform for bringing patients, doctors and pharmacists into contact with each other, and in no way is this content intended either as medical advice or as a substitute for a medical consultation.

By using this web site, you agree that you do so at your own risk, and that any and all liability related to the use of this web site rests exclusively with you, the patient.

6. To avoid harm to your health, it is of vital importance that you notify your doctor and pharmacist of the medicines you request via this website and which are supplied to you via the pharmacy. You agree that you shall notify your own doctor and pharmacist of your use of any medicines that you have ordered via this web site. It is the express responsibility of the patient to enter the information supplied for the medical consultation truthfully. Should you have any doubt whatsoever concerning the answer to one or more questions, we urge you to first consult your family doctor or specialist before submitting the information.

7. NetPharm accepts no responsibility for the use, supply and billing of the requested medication. Every agreement for the supply of medicines arising via this web site is an agreement between you and either the doctor or the pharmacy. The agreement between you and NetPharm is solely for the provision of administration and facilitation services. The consultation and medicines are charged to you directly by the prescribing doctor or the supplying pharmacy.

8. Price structure. You understand and acknowledge that the total prices stated on this website comprise the following elements:

- a. The price of the medicine.
- b. Pharmacy costs and shipping.
- c. Fees for the medical consultation.
- d. VAT, if applicable.
- e. NetPharm facilitation fees.

You agree to the payment of facilitation fees in the amount of the total value of the order minus the

sum of the cost elements stated under a through d above. The facilitation fees are therefore already included in the total order value as stated on the web site.

9. In the event that the doctor declines to write a prescription (e.g. for medical reasons), then no charges will be due, and any payments already made will be refunded to you without delay (within 7 days).

10. For any questions related to payment, delivery times, etc., please contact NetPharm. NetPharm is not responsible for transactions arising from the use of this website. Questions of a medical nature will not be answered by NetPharm. These will be forwarded to the pharmacy or doctor who will respond to you directly on your questions.

11. NetPharm acts in the role of collector of payments. Payments by the patient are deemed to have been paid to the doctor, pharmacist and NetPharm. The latter three parties are each responsible for their part of the total transaction, comprising the consultation fees, the medicine and its shipping costs, and facilitation fees, respectively, plus any applicable VAT.

By placing an order, you therefore enter into a transaction with the pharmacy that supplies the medicine. You agree to the terms and conditions under which this pharmacy delivers its products. This transaction is subject to UK law. All deliveries are deemed to take place in the United Kingdom.

12. The order confirmation that you receive after placing an order is subject to acceptance by the doctor and the pharmacy. If considered necessary by the doctor and/or pharmacist, you may be contacted by telephone or e-mail. If contact with you cannot be obtained within 2 weeks, then we reserve the right to cancel the order.

13. If you are not a resident of the United Kingdom, then it is your own responsibility to ensure that it is legal to order, take delivery of and use the medicines under the laws of your country of residence. Due to FDA regulations, no medicines of any kind shall be shipped to customers in the United States of America. Certain countries, e.g. Switzerland, may charge you import duties, customs fees and/or taxes. These costs shall be for account of the ordering party.

14. The information on this web site has been compiled with great care. Nevertheless, the information is presented in summary form and is by no means comprehensive. It is not intended as a

substitute for a consultation or treatment by your own doctor, but solely as a source of general information. Neither diagnostic nor therapeutic value may be derived from the provided information. NetPharm accepts no liability for the effectiveness of the offered products, patient information leaflets etc. on this web site. By using this website, you agree that you do so at your own risk, and that any and all liability arising from the use of this website is entirely for your own account.

15. We will neither provide, nor sell, nor disclose any of your personal information whatsoever to any third parties other than to the pharmacy and/or doctor who will handle your medicine order or request for consultation.

16. In accordance with the EU Directive of 20 May 1997, any product returned to the pharmacy shall be accepted solely for the purpose of destruction, as the pharmacy cannot otherwise guarantee its quality. In such cases therefore, no refund shall be paid except when expressly agreed otherwise.

17. NetPharm reserves the right to refuse any order or request without explanation. In such case, any payments made will be refunded in full.

18. All disputes of any nature whatsoever arising from or related to an agreement subject to these terms and conditions shall be submitted to the competent court in the United Kingdom. British law shall apply.

19. By placing an order you automatically register for our newsletter. You may unsubscribe at any time. Your personal information will be shared solely with the pharmacy and doctor.

20. In order to decide whether the products you order can be prescribed for you, it is essential that the information you provide via the medical questionnaire is complete. By placing an order you expressly agree that you have provided all information truthfully.

21. In the event of any inconsistencies between the Dutch and the English versions of these terms and conditions, the English version shall take precedence.

In addition to the above conditions, the terms and conditions of the suspending pharmacy, as stated here under, apply:

1. These terms may be varied at any time.
2. The contents of this web site are directed solely at those who access the site from the UK.

Your use of this web site and any purchase by you on this web site of any products is governed by English Law and will be deemed to have taken place in England and subject to the exclusive jurisdiction of the English courts. Risk and title in the products will pass to you when they are despatched by us to you, from the UK, and you acknowledge and agree to be responsible for complying with any restrictions around the receipt and use by you of the products.

3. To register with and use this site you must be over 18 and the details which you give us must be true. You will be responsible for your use of this site and for your orders so please ensure that you keep your log-in details secure so that no-one else can misuse them.

4. Pharmacy2U Limited has taken care in the preparation of the content of this web site. To the fullest extent permitted by the law Pharmacy2U Limited disclaims all warranties of any kind with respect to the content of this web site.

5. Pharmacy2U Limited and its directors or related companies shall not be liable for any losses or claims arising directly or indirectly from use of this web site except that this exclusion of liability does not apply to any damages in connection with death or personal injury caused by the negligence of Pharmacy2U Limited, its directors or employees.

6. All content of this web site is for information purposes only and is not a substitute for professional medical advice, rather it is designed to support, not replace, the relationship between you and your healthcare providers. You should make sure that you carefully read all product packaging and labels prior to use. If you have, or suspect you may have a health problem you should consult your doctor. Please consult your doctor before taking any new product, particularly if you are already under medical care.

7. Any links on this web site to other web sites are provided for your interest only and Pharmacy2U Limited has no control over these sites and so no responsibility or liability for their content and the links do not imply any endorsement of content.

8. If any of these terms are held to be invalid or unenforceable then the validity and enforceability of the remaining provisions shall not be affected.

9. Once an order has been placed, the transaction is processed manually at the premises of Pharmacy2U Ltd by our registered pharmacists who are members of the General Pharmaceutical Council.

10. This website should be regarded as an invitation to treat. Any order placed by a customer is an offer to purchase, which Pharmacy2U Ltd may accept or decline in its absolute discretion without having to give a reason. A confirmation email is notification that we have received your offer on our website. A contract is deemed to be made at the point of a sale invoice being issued by Pharmacy2U Ltd following checking of orders by a pharmacist.

11. If you are ordering from outside the UK, it is your responsibility for ensuring that dispensing, receipt and use of the medicine prescribed or purchased complies with your local laws. Risk and title in the products will pass to you when they are despatched by us. Due to FDA regulations, it is our policy not to dispense prescriptions for supply to the USA. Due to changes to Italian law on March 8th 2014, we are no longer able to send prescription only medicines to Italy.

Payment will usually be taken by Pharmacy2U at the time that goods are dispatched (except for payments using Paypal and Google Checkout which are debited to the customer account at the time of placing the order). Where a customer payment is subsequently rejected or returned for any reason, the customer will be responsible for providing prompt alternative means of payment. In the event of default, reasonable collection charges and/or solicitors' fees will be added to the customer's account.

12. EU residents pay the VAT inclusive price. Non-EU/exempt residents pay the exclusive price.

13. These terms and conditions do not affect your statutory rights as a consumer.

14. All offers on this site are subject to availability and whilst stocks last