

General Terms and Conditions

valid from 5th of December 2019

MDO Cosmetic Dermatology GmbH

MDO Brand and Logo are registered in the U.S. Patent and Trademark Office. The products of MDO Cosmetic Dermatology GmbH are cosmetic products within the meaning of the applicable law, for instance Article L. 5131-1 of the French public health code. These products are governed by the provisions of Regulation (EC) No 1223/2009 of the European Parliament and of the Council of 30 November 2009 on cosmetic products.

1. Scope

- 1.1 These General Terms and Conditions, in the version valid at the time of conclusion of the contract (the "GT&Cs"), apply to all Orders placed by a customer (the "Customer" or "you") and all purchase agreements concluded via the online shop www.mdo-skin.com (the "Online Shop") of MDO Cosmetic Dermatology GmbH, Giesshübelstrasse 62D, 8045 Zurich, Switzerland; Phone: 0800 58 57 56 55; Email: care@mdo-skin.com ("MDO", "we" or "us").
- 1.2 Our Online Shop is aimed exclusively at consumers. A consumer is any natural person who is acting for purposes which are not related to his or her trade, business or profession.

2. Conclusion of the Contract

- 2.1 The contracting party is MDO Cosmetic Dermatology GmbH, Giesshübelstrasse 62D, 8045 Zurich, Switzerland.
- 2.2 Displaying the products in our Online Shop does not constitute an offer for the conclusion of a purchase agreement. By clicking on the button "Order now and pay" you are placing an order for the item(s) in the shopping cart (the "Order"). Before submitting your Order, you have the opportunity to correct input errors by returning to the previous page or by clicking on the "Change order" button in the order overview. We will confirm receipt of the Order by email immediately after the Order is sent. A binding contract is concluded upon receipt of the Order confirmation.
- 2.3 The purchase agreement is stored by us after conclusion of the contract, however it is no longer accessible to you. In the Order confirmation sent by us, the GT&Cs in their version in force at the time of placing the Order and the contents of the contract are reproduced on a durable medium. We recommend that you keep a record of these for future reference. In addition, these GT&Cs continue to be available in our Online Shop in their then current version.

3. Prices, Delivery and Delivery Charges

- 3.1 The prices stated at the time of ordering in our Online Shop apply. All prices quoted in the Online Shop are in EUR, CHF or USD. The prices quoted are final prices, that is, they include the respectively valid VAT.
- 3.2 The delivery will be sent to the delivery address specified by you. We only deliver within the following countries: Belgium, France, Germany, Netherlands, Poland, Switzerland, Austria, Italy, United States of America. We will show you the standard delivery times before you place your Order.
- 3.3 We can apply a delivery charge to each Order. We will show you the amount of the delivery charges before you place your Order. No other costs are applicable.
- 3.4 The goods shall only be sent following receipt of the full purchase price. We are entitled to commission third parties to process and deliver the goods.
- 3.5 If you are a resident of the Netherlands, the goods shall be sent following receipt of at least 50% of the full purchase price. We are entitled to commission third parties to process and deliver the goods.

4. Payment Terms

- 4.1 We accept credit cards and PayPal as payment methods.
- 4.2 If you choose to pay by credit card, we will charge your credit card account.
- 4.3 If you choose to pay by PayPal, you will be redirected to the PayPal website. The contractual terms of PayPal apply.

5. RIGHT OF REVOCATION

When required under applicable law, you are granted a right of revocation according to the following right of cancellation policy. For contracts with respect to the shipment of goods containing sealed products, for reasons of health and hygiene related issues, this right of revocation is invalid once the seal is broken or removed after receiving the shipment. Cosmetic items must therefore be returned in their original packaging and in their entirety.

Right of Cancellation Policy

Right of Revocation

You have the right to withdraw from this contract within fourteen (14) days without giving any reason.

The cancellation period is fourteen (14) days from the day on which you or a third party named by you, who is not the carrier, took possession of the goods.

You must contact us in order to exercise your right of revocation (MDO Cosmetic Dermatology GmbH, Giesshübelstrasse 62D, 8045 Zurich, Switzerland; Phone: 0800 58 57 56 55 (non-premium number, except potential cost depending on your operator) (if you are a resident of France, your call will be transferred to a French-speaking person; if you are a resident of Italy, your call will be transferred to an Italian-speaking person unless you are fine with a different language); Email: care@mdo-skin.com) and must do so by providing a clear statement (e.g. a letter sent by post or email) informing us of your decision to withdraw from this contract. You may use the attached model cancellation form, although this is not required.

In order to maintain the cancellation period, it is sufficient that you send the notice informing us of your exercising of your right of withdrawal prior to the expiry of the cancellation period.

Consequences of the Cancellation

If you withdraw from this contract, we shall reimburse you for all payments we have received from you, including delivery charges (except for the additional costs that result from choosing a different type of delivery than the cheapest standard delivery we offer), promptly and no later than fourteen (14) days from the date on which we received your notice of cancellation of this contract. We shall reimburse you via the same means of payment that you used in the original transaction, unless otherwise agreed with you. In no case will you be charged any fees for the reimbursement. We may refuse to reimburse you until we have received the goods 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 no later than fourteen (14) days from the date on which you informed us of the cancellation of this contract. The deadline shall be deemed to have been met if you send the goods before the expiry of the period of fourteen (14) days.

You shall bear the immediate costs of returning the goods. All returns have to be sent to: **Nordkurier / byrd technologies, c/o "MDO Cosmetic Dermatology GmbH", Alexander-Meißner-Straße 78-80, 12526 Berlin, Germany.**

You only have to pay for any loss of value of the goods, if this loss of value is due to handling that is not necessary for you in order to check the nature, characteristics and functioning of the goods.

Model Withdrawal Form

(If you wish to cancel the contract, please fill out this form and send it back)

- To MDO Cosmetic Dermatology GmbH, Giesshübelstrasse 62D, 8045 Zurich, Switzerland; Email address: care@mdo-skin.com:
- I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of goods (*)/the provision of the following service (*)
- Ordered on (*)/received on (*)
- Name of the customer(s)
- Address of the customer(s)
- Signature of the customer(s) (only when issued on paper)
- Date

(*) Delete as appropriate.

6. Defects, Customer Service, Liability

- 6.1 You may issue statutory claims for defects in the event of defects.
- 6.2 If you have any questions about a defect or if you wish to settle a claim for defects, you can contact Customer Service by emailing care@mdo-skin.com.

skin.com or by calling 0800 58 57 56 55.

- 6.3 The liability of MDO for damages for ordinary negligence, irrespective of the legal reason for such, is limited as follows:

(i) MDO's liability in the event of a breach of essential duties arising from the contractual obligation is limited to contractually typical, foreseeable damages;

(ii) MDO is not liable for ordinary negligence.

- 6.4 The aforementioned limitations of liability do not apply in cases of mandatory legal liability (especially under the Product Liability Act) as well as culpably caused injuries to life, limb or health.

- 6.5 Items 6.3 and 6.4 shall apply mutatis mutandis to the liability of MDO for futile expenses.

- 6.6 The aforementioned limitation of liability also applies to the personal liability of our employees, managing directors and vicarious agents.

- 6.7 The aforementioned limitations of liability do not apply to contracts concluded with residents of France or Italy. However, we are not liable in case of damages resulting from your fault or in case of an unforeseeable or insurmountable act of a third party to the contract, or in case of a force majeure event.

7. Representations and Warranties for residents of the United States of America

- 7.1 MDO MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE PRODUCTS INCLUDED IN AND SOLD VIA OUR ONLINE SHOP. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, MDO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE MERCHANDISE CONTAINED ON OUR ORDER CONFIRMATION. MDO WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE ONLINE SHOP, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

8. Statutory Warranty of Conformity and Hidden Defects for residents of France

- 8.1 If you are a resident of France, and in case there is a lack of conformity appearing within twenty-four (24) months of delivery of the items, you are entitled to a statutory warranty of conformity in accordance with Articles L. 217-4 and following the French Consumer Code as follows.

- 8.2 Any Order is also covered by the statutory warranty against hidden defects provided for by Articles 1641 and following of the French Civil Code.

In the event of a lack of conformity, you may bring a claim on the basis of the statutory warranty of conformity within two (2) years after the items have been delivered. You may choose between repairing or replacing of the items subject to the costs conditions provided for by Article L. 217-9 of the French Consumer Code. You are exempted from providing evidence of the existence of the lack of conformity of the items during the twenty-four (24) months following their delivery. The statutory warranty of conformity applies regardless of any commercial guarantee that may be granted.

You may decide to implement the warranty against hidden defects affecting the items ordered within the meaning of Article 1641 of the French Civil Code. In this case, you may choose between cancelling the sale or reducing the sale price in accordance with Article 1644 of the French Civil Code.

- 8.3 If you have any questions about a defect or if you wish to settle a claim for defects, or more generally for any question you may have or information you may need in relation with the items or the Order, you can contact Customer Service by emailing care@mdo-skin.com or by calling 0800 58 57 56 55 (non-premium number, except potential cost depending on your operator) (your call will be transferred to a French-speaking person).

9. Statutory Warranty of Conformity and Hidden Defects for residents of Belgium

- 9.1 If you are a resident of Belgium, and in case there is a lack of conformity appearing within twenty-four (24) months of delivery of the items, you are entitled to a statutory warranty of conformity in accordance with Articles 1649bis to 1649octies of the Civil Code (Burgerlijk Wetboek) as follows.

- 9.2 Any Order is also covered by the statutory warranty against hidden defects provided for by Articles 1641 to 1649 of the Civil Code.

In the event of a lack of conformity, you may bring a claim on the basis of the statutory warranty of conformity within two (2) years after the items have been delivered. You may choose between repairing or replacing of the items subject to the costs conditions provided for by Article 1649quinquies of the Civil Code. You are exempted from providing evidence of the existence of the lack of conformity of the items during the six (6) months following their delivery. The statutory warranty of conformity applies regardless of any commercial guarantee that may be granted.

You may decide to implement the warranty against hidden defects affecting the items ordered within the meaning of Article 1641 of the Belgian Civil Code. In this case, you may choose between cancelling the sale or reducing the sale price in accordance with Article 1644 of the Belgian Civil Code.

10. Statutory Warranty of Conformity for residents of Italy

- 10.1 If you are a resident of Italy, and in case there is a lack of conformity appearing within twenty-four (24) months of delivery of the items, you are entitled to a statutory warranty of conformity provided that you inform us about the defect within two (2) months from the day the defect becomes evident.

In the event of a lack of conformity, you may bring a claim on the basis of the statutory warranty of conformity within two (2) years after the items have been delivered (provided that you inform us about the defect within two (2) months from the day the defect becomes evident). You may choose between repairing or replacing the items, subject to the conditions provided for by Article 130 of the Italian Consumer Code. The statutory warranty of conformity applies regardless of any commercial guarantee that may be granted.

- 10.2 If you have any questions about a defect or if you wish to settle a claim for defects, or more generally for any question you may have or information you may need in relation with the items or the Order, you can contact Customer Service by emailing care@mdo-skin.com or by calling 0800 58 57 56 55 (non-premium number, except potential cost depending on your operator). Your call will be transferred to an Italian-speaking person, unless you are fine with a different language.

11. Data Protection

We process personal data in order to process orders. Please see our Privacy Policy for further information about our data processing operations.

12. Miscellaneous

- 12.1 Statements that provide evidence in text form, in particular email and fax, are to be considered written statements of a party.

- 12.2 Should individual provisions of these GT&Cs prove to be invalid or ineffective, this shall not affect the validity and effectiveness of the remaining parts of the GT&Cs.

- 12.3 MDO may assign claims from or in connection with the contract to third parties. In this case, the Customer will be informed in advance in writing and will have the right to object to the said assignment in the event that it results in a reduction of his/her rights.

- 12.4 All legal relationships between the Customer and MDO, including these GT&Cs, are subject to German law to the exclusion of international private law. Please see below for some exceptions:

(i) The United Nations Convention on Contracts for the International Sale of Goods is not applicable.

(ii) If you are resident of France, Belgium, Poland or Italy, you may nevertheless benefit from all the mandatory provisions of the applicable local law as long as they are more protective than the provisions of German law and any dispute arising under these GT&Cs shall be subject to the exclusive jurisdiction of the courts of your place of residence or domicile, even in the event of warranty claims or multiple defendants.

- 12.5 MDO is not obligated to participate in dispute resolution procedures before a consumer arbitration board and is unwilling to do so.

- 12.6 Statements made about products have not been evaluated by the U.S. Food and Drug Administration (FDA), the European Commission or any other government regulatory authority and the results reported, if any, may not necessarily occur in all individuals. The statements and products sold through the Online Shop are not intended to diagnose, treat, cure or prevent any condition or disease.