

Online shop (shop.thieme-compliance.de)

Thieme Compliance GmbH (hereinafter referred to as “Thieme Compliance”) General Terms and Conditions of Delivery, Use and Payment (hereinafter referred to as “Terms and Conditions”)

I. Scope of Application

All orders placed with Thieme Compliance, including future orders, are subject to these General Terms and Conditions exclusively, even if the customer’s order contains different terms and conditions. Such terms and conditions are hereby expressly contradicted and do not apply.

Amendments or additions to the contract or to these Terms and Conditions must be made in writing.

These Terms and Conditions apply to the ordering of products from our range of products and the processing of the order between you and Thieme Compliance. Any reference to “we” or “us” hereinafter is always a reference to Thieme Compliance.

II. Conclusion of an Agreement

Language

The agreement is concluded in the German language only.

Offer and Acceptance

Thieme Compliance’s offers are non-binding. The presentation of our range of products is not an offer as defined in art. 145 et seq. BGB [German Civil Code] but an overview of all products with the non-binding invitation to order them.

The customer’s orders are binding and may be accepted at Thieme Compliance’s discretion by issuing an acknowledgement or by delivering the goods and/or supplying the download link for the software, supplying the licence key or by activating the licence within two weeks. Thieme Compliance may not be held liable for any mistakes or other errors made by the customer when placing an order.

The offerings are directed exclusively to persons working in the commercial sector in Germany or other European countries.

The Ordering Process in the Online Shop of Thieme Compliance

Filling your shopping cart

You can identify all items you want to order by clicking the “Add to Shopping Cart” button. By clicking the “Checkout” button, you are directed to your shopping cart. You can delete any products you have placed in the shopping cart by clicking the trash can button () on the “Shopping Cart” page. Alternatively, you can continue shopping by clicking the “Continue Shopping” button. After placing all the desired items into your shopping cart, you can send your order to Thieme Compliance by clicking the button “Checkout.”

Entering your customer information

A personal user account must be set up in order to fulfill the order. During the ordering process, please enter all customer information required for processing your order. Mandatory fields are marked with an asterisk. Please be sure to complete the form fully.

For future orders, you can identify yourself with your email address and the password you have selected.

Your information stored in your customer account will already be pre-filled. You can store several delivery addresses that differ from your billing address in your account’s address book. You may change this information at any time.

After clicking the “Checkout” button, the ordering process continues.





Control

You must accept our Terms and Conditions on the overview page of your order to submit it. If you do not have any further changes you want to make to your order, send it to us by clicking the “Buy Now” button.

Different ordering method

When using a different ordering method, such as when ordering by phone, Points III to IX still apply.

III. Delivery and Transfer of Risk

The specification of a delivery time is not binding. A binding delivery date must be expressly designated as such in writing and confirmed in writing by Thieme Compliance. Thieme Compliance is entitled to make partial deliveries.

The risk is transferred to the customer when the goods are dispatched. This does apply even if free delivery has been agreed.

IV. Reservation of Title

The delivered goods remain the property of Thieme Compliance until they have been paid in full.

V. Prices, Charging and Terms of Payment

Thieme Compliance will charge the prices in force on the date of the order according to the relevant product price list. Unless otherwise agreed, the prices do not include packaging and shipping costs from the point of dispatch and do not include applicable VAT.

Printed patient education material is charged upon delivery.

Orders using the Thieme Compliance online shop may only be paid by invoice. The invoice contains all the information you need to pay it. All invoices are payable net immediately upon receipt unless otherwise agreed. Payments are applied first to interest and expenses accruing and then to the oldest debt in each case. If payment by SEPA direct debit has been agreed, the notice period for the pre-notification is one calendar day.

VI. Liability for Defects

With all products from our online shop, you have the usual warranty rights in the event of defects in accordance with the applicable legal provisions.

Please address any complaints to bestellservice@thieme-compliance.de.

VII. Copyright

The patient information material and educational material for doctors and any accompanying manuals and documentation supplied by Thieme Compliance are protected by copyright. Any type of reproduction or editing (even in part) by mechanical, digital or other means is prohibited. This prohibition on copying also applies to informed consent forms printed out from the computer-assisted patient education material.

VIII. Notes on the Use of Thieme Compliance Patient Education Material

Thieme Compliance markets patient education material in printed form (informed consent forms), in audiovisual media form (videos, DVDs, etc.) and in the form of computer-assisted solutions (software) and educational material for doctors. They are designed to assist with the individual patient-doctor discussion to be conducted in each case by the person whose duty it is to provide information, and they cannot take the place of such a discussion. The person whose duty it is to provide information thus remains responsible for providing complete and accurate patient information even when using patient education material.

When purchasing patient education material and educational material for doctors from Thieme Compliance, the subject of the contract is not that their use in itself fully satisfies the requirements for provision of information. The content and scope of the medical practitioner's duty to provide information are constantly



changing, in particular because the legal requirements relating to the duty to provide information are continually changing;

- the legal requirements relating to the duty to provide information are continually changing, and
- new scientific knowledge can make extended information necessary (for instance, about new or newly recognised treatment risks and new treatment methods).

The customer acknowledges that the person whose duty it is to provide information is responsible for satisfying his/her own continuous professional development duties in every respect and in particular with regard to the medical practitioner's duty to provide information, as well as for providing comprehensive information to their patients. For these reasons, patient education material and educational material for doctors produced at certain intervals may not always meet the requirements.

The frequency rates "rare", "very rare" and similar terms used in the patient education materials for the risks/complications stated therein are only a general estimate of the authors regarding a procedure performed *lege artis* by an experienced medical practitioner. They do not correspond to the statistical information on side effects stated in the package inserts of medications. The doctor has to take into account the patient's individual circumstances when quoting frequency rates in the patient-doctor discussion.

All Thieme Compliance patient education material and educational material for doctors are designed to meet the requirements applicable in the Federal Republic of Germany, in particular from a medical and legal point of view. Informed consent forms and educational material for doctors that are tailored to the requirements of other countries are identified accordingly. When using forms and educational material for doctors in another country, it cannot be ruled out that different requirements must be taken into account. If the informed consent forms and educational material for doctors are to be used in another country, you are personally responsible for informing yourself about and, if necessary, observing the relevant requirements.

IX. Collection, Processing and Use of Your Data

We save these usage and ordering terms and conditions and the personal data provided during your registration for the purpose of agreement execution.

For more information on how we process your data, please refer to our [privacy policy statement](#).

Last updated: 17 March 2020