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 opposed 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 handling of the order between you and Thieme Compliance. If reference is made to “we” or “us” hereinafter, this 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. Customer’s orders are binding and may be accepted by Thieme Compliance at its option 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 in connection with the order. The offerings are directed exclusively to persons working in the commercial sector in Germany or other European countries.

The Ordering Process in the Web Shop of Thieme Compliance
Filling your shopping cart
You can earmark all items you want for ordering by clicking the button "Add to shopping cart". By clicking the button "Checkout", you are directed to your shopping cart. On the site “Shopping cart”, you can delete any products you have placed in the shopping cart by clicking the trash can button (Trash Can). Alternatively, you can continue shopping by clicking the “Continue shopping” button. After placing all items you want to buy into your shopping cart, you can transmit your order to Thieme Compliance by clicking the button “Checkout”.

Entering your customer information
To execute an order, you need to set up a personal user account. During the ordering process, please enter all customer information required for handling 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 e-mail address and the password you selected. Your information stored in your customer account is already pre-filled. You can store several delivery addresses deviating from your billing address in your account’s address book. You may change this information at any time.
After clicking the button “Checkout”, the ordering process is continued.
Control
You have to 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, you will send it to us by clicking the button "Buy now".

III. Delivery and Passing of Risk
Quoted delivery periods are 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.
Risk is passed to the customer at dispatch of the goods. This does apply even if delivery with carriage paid has been agreed.

IV. Reservation of title
Thieme Compliance reserves the title to the delivered goods until they have been paid in full.

V. Prices, Charging and Terms of Payment
Thieme Compliance will charge the prices in force at the date of ordering according to the relevant product price list. Unless agreed otherwise, the prices do not include packaging and shipping ex 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 on account. The invoice contains all the information you need to pay it. All invoices are payable net immediately upon receipt unless agreed otherwise. Payments are applied first to interest and expenses accruing and then to the oldest debt in each case. If payment by SEPA direct debit is agreed, the term of notice for the pre-notification is one calendar day.

VI. Liability for Defects
In the event of defects, you have the usual warranty rights according to applicable legal provisions on all products from our online shop.
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 kind of copying or editing (including in excerpts) 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 the Patient Education Material of Thieme Compliance
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:
• 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 him-/herself is responsible for satisfying his/her continuous professional development duties in every respect and specifically as regards the medical practitioner’s duty to provide information and 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 are not the same as the statistic information on side-effects stated in the package inserts of medications. When quoting frequency rates in the patient-doctor discussion, the doctor has to take into account the patient’s individual circumstances. 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 complying with requirements of other countries are identified as such. It cannot be ruled out that they need to comply with different requirements if the forms and educational material for doctors are to be used in another country. If the informed consent forms and educational material for doctors are to be used in a foreign country, you are personally responsible for finding out what the requirements are and taking into account that they may be different.

IX. Collection, Processing and Use of Your Data
We are storing these usage and ordering terms and conditions and the personal data you have entered when registering for the purpose of executing an agreement. For more information on how we handle your data, please refer to our privacy policy statement.

Last updated: 5 August 2019