

1) Scope

1.1 These General Terms and Conditions (hereinafter referred to as "Terms") of Gene-Venture (hereinafter referred to as the "Seller") apply to all contracts for the delivery of goods that a consumer or business (hereinafter referred to as the "Customer") concludes with the Seller regarding the goods displayed by the Seller in their online shop. The inclusion of the Customer's own terms is hereby rejected, unless otherwise agreed.

1.2 A consumer, as defined in these Terms, is any natural person who enters into a legal transaction for purposes that predominantly cannot be attributed to their commercial or independent professional activity. An entrepreneur, as defined in these Terms, is a natural or legal person or a legally recognized partnership acting in the exercise of their commercial or independent professional activity when concluding a legal transaction.

1.3 Depending on the Seller's product description, the subject of the contract may be the purchase of goods through a one-time delivery or the purchase of goods through a recurring delivery (hereinafter referred to as a "subscription contract"). In the case of a subscription contract, the Seller commits to supplying the contractually agreed goods at the agreed intervals for the duration of the contract period.

2) Conclusion of Contract

2.1 The product descriptions in the Seller's online shop do not constitute binding offers from the Seller but serve as a basis for the Customer to submit a binding offer.

2.2 The Customer may submit an offer through the online order form integrated into the Seller's online shop. After placing the selected goods in the virtual shopping cart and completing the electronic ordering process, the Customer submits a legally binding offer to purchase the goods in the cart by clicking the button that finalizes the order. The Customer may also submit an offer by phone, fax, or email to the Seller.

2.3 The Seller may accept the Customer's offer within five days by:

Sending a written order confirmation or an order confirmation in text form (fax or email) to the Customer, with receipt of the order confirmation by the Customer being decisive, or

Delivering the ordered goods to the Customer, with receipt of the goods by the Customer being decisive, or

Requesting payment from the Customer after they place the order.

If several of the above alternatives apply, the contract is concluded at the time when one of the alternatives occurs first. The period for accepting the offer begins on the day after the Customer sends the offer and ends at the close of the fifth day following the offer submission. If the Seller does not accept the Customer's offer within this period, this is considered a rejection of the offer, with the consequence that the Customer is no longer bound by their declaration of intent.

2.4 When selecting the "PayPal Express" payment method, the payment processing occurs through the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter referred to as "PayPal"), under the PayPal Terms of Use, available at [PayPal Terms](#), or – if the Customer does not have a PayPal account – under the terms for payments without a PayPal account, available at [PayPal Privacy](#). By selecting "PayPal Express" during the online ordering process, the Customer submits a payment order to PayPal by clicking the button that finalizes the order. In this case, the Seller accepts the Customer's offer at the moment the Customer initiates the payment process by clicking the order completion button.

2.5 When submitting an offer via the Seller's online order form, the contract text is stored by the Seller after the contract is concluded and sent to the Customer in text form (e.g., email, fax, or letter) after the order is submitted. Further access to the contract text by the Seller is not provided. If the Customer has set up a user account in the Seller's online shop before submitting their order, the order details are archived on the Seller's website and can be accessed by the Customer through their password-protected user account using the corresponding login details.

2.6 Before submitting a binding order via the Seller's online order form, the Customer can identify possible input errors by carefully reading the information displayed on the screen. An effective technical means to enhance error recognition can be the zoom function of the browser, which enlarges the screen display. The Customer can correct their entries using the usual keyboard and mouse functions until they click the button that completes the ordering process.

2.7 Only the German language is available for the conclusion of the contract.

2.8 Order processing and contact usually take place by email and automated order processing. The Customer must ensure that the email address provided for order processing is correct so that emails sent by the Seller can be received. Particularly when using spam filters, the Customer must ensure that all emails sent by the Seller or third parties commissioned by the Seller with order processing can be delivered.

3) Right of Withdrawal

3.1 Consumers generally have a right of withdrawal. 3.2 Further details about the right of withdrawal can be found in the Seller's cancellation policy.

7) Retention of Title

If the Seller provides goods in advance, they retain ownership of the delivered goods until full payment of the purchase price owed has been made.

8) Liability for Defects (Warranty)

8.1 If the purchased goods are defective, the statutory liability for defects applies.

9) Redemption of Promotional Vouchers

9.1 Vouchers issued free of charge by the Seller as part of promotional campaigns with a specific validity period and which the Customer cannot purchase (hereinafter referred to as "promotional vouchers") can only be redeemed in the Seller's online shop and only within the specified period.

9.2 Promotional vouchers can only be redeemed by consumers.

9.3 Specific products may be excluded from the voucher promotion, as indicated by the content of the promotional voucher.

9.4 Promotional vouchers can only be redeemed before completing the order process. Retrospective crediting is not possible.

9.5 Only one promotional voucher can be redeemed per order.

9.6 The goods' value must be at least equal to the promotional voucher's value. Any remaining balance will not be refunded by the Seller.

9.7 If the voucher's value does not cover the entire order, one of the Seller's offered payment methods can be chosen to settle the difference.

9.8 The balance of a promotional voucher will not be paid out in cash or accrue interest.

9.9 The promotional voucher will not be refunded if the Customer returns the goods wholly or partly paid for with the promotional voucher within the scope of their statutory right of withdrawal.

9.10 The promotional voucher is transferable. The Seller can provide performance with liberating effect to the respective holder redeeming the promotional voucher in the Seller's online shop. This does not apply if the Seller has knowledge or grossly negligent lack of knowledge of the non-entitlement, incapacity to contract, or lack of representation authorization of the respective holder.

10) Applicable Law

The law of the Federal Republic of Germany applies to all legal relations between the parties, excluding the laws governing the international sale of goods. For consumers, this choice of law only applies to the extent that the granted protection is not withdrawn

by mandatory provisions of the law of the state in which the consumer has their habitual residence.

11) Alternative Dispute Resolution

11.1 The EU Commission provides an online dispute resolution platform available at the following link: ODR Platform. This platform serves as a point of entry for out-of-court settlement of disputes arising from online sales or service contracts involving a consumer.

11.2 The Seller is neither obliged nor willing to participate in a dispute resolution procedure before a consumer arbitration board.