



1. General terms of use

As a basis for the use and for the purchase of products and services of the website www.speropharm.ch the following General Terms and Conditions (hereinafter referred to as GTC) apply.

With the purchase of products and services of Speropharm GmbH the customer confirms to have read and understood the GTC and declares his agreement. The GTC form an integral part of the purchase contract concluded between the Seller and the Buyer. Provisions deviating from the GTC are only binding if they are accepted by the seller in writing. Conflicting terms and conditions of the Buyer shall not be accepted.

With the order the customer confirms to be at least 18 years old and capable of acting at the time of the order.

2. Legal general conditions

Speropharm GmbH sells its products exclusively as raw material. The customer is responsible for inquiring about the legal situation and the application requirements in the importing country. Speropharm GmbH disclaims any liability for non-compliance with the legal requirements of the importing country.

3 Application of the products

The products of Speropharm GmbH are not medicinal products. The products of Speropharm GmbH are also no substitute for existing medical treatments. Therefore, Speropharm GmbH advises against discontinuing previous therapies. Before consuming the products of Speropharm GmbH contact your doctor or pharmacist first.

4. Analysis reports

The analyses added to the products are only valid for the corresponding product. It is strictly forbidden for the buyer to use analysis reports for other purposes. Any misuse will be reported immediately.

5 Conclusion of contract

A contract is only concluded when the order is confirmed orally or in writing by Speropharm GmbH. The buyer is obliged to check the delivered goods immediately after receipt of the delivery and to report any defects for which Speropharm GmbH is liable in writing within 1 day.

In case of missing or incomplete delivery, the buyer is entitled to withdraw from the entire contract or from one part of the contract. In case of cancellation of the contract, the seller is not obliged to make a replacement delivery.

6. Delivery conditions

Delivery is made either by direct handover to the customer or by a Swiss courier. The delivery costs shall be borne by the customer. The delivery time within Switzerland is usually 4 working days. For deliveries abroad, the delivery time will be communicated to the buyer after receipt of the order. A delay in delivery will not be accepted as a reason for claiming damages, dissolving the purchase contract or claiming discounts.

7. Returns

Return shipments to Speropharm Ltd. are at the expense of the buyer. The buyer has to return the goods to Speropharm GmbH in the original packaging and with a detailed explanation and description of the defects.

8. Prices

The published prices are always non-binding. The definitive price of the goods shall be discussed with the purchaser before conclusion of the contract. Speropharm GmbH reserves the right to adjust prices unannounced depending on the expenditure.

9. Terms of payment

Speropharm GmbH approves outgoing goods only upon receipt of payment in full. In case of delivery, payment shall be made by advance bank transfer to:

UBS Switzerland AG
Account 254-183319.01F
IBAN CH05 0025 4254 1833 1901 F
BIC UBSWCHZH80A

10. Retention of title

The goods remain the property of Speropharm GmbH until full payment has been received. From the moment of dispatch, benefit and risk are transferred to the purchaser.

11. Data protection

GENERAL NOTES

The following notes give a simple overview of what happens with your personal data when you visit the website of Speropharm GmbH. Personal data are all data with which you can be personally identified. For detailed information on data protection, please refer to our privacy policy listed below this text.

HOW DO WE COLLECT YOUR DATA?

On the one hand, your data is collected by you providing it to us. This may, for example, be data that you enter in a contact form.

Other data is collected automatically by the IT systems of Speropharm GmbH when you visit the website. This is mainly technical data (e.g. Internet browser, operating system or time of page view). The collection of this data takes place automatically as soon as you enter our website.

WHAT DO WE USE YOUR DATA FOR?

Some of the data is collected to ensure error-free provision of the website. Other data may be used to analyse your user behaviour.

WHAT RIGHTS DO YOU HAVE REGARDING YOUR DATA?

You have the right at any time to receive information free of charge about the origin, recipient and purpose of your stored personal data. You also have a right to request that this data be corrected, blocked or deleted. For this purpose, as well as for further questions on the subject of data protection, you can contact us at any time at the address given in the imprint. Furthermore, you have the right to lodge a complaint with the competent supervisory authority.

ANALYSIS TOOLS AND TOOLS FROM THIRD-PARTY PROVIDERS

When visiting the website of Speropharm GmbH, your surfing behaviour may be statistically analysed. This is done primarily with cookies and with so-called analysis programs. The analysis of your surfing behaviour is usually anonymous; the surfing behaviour cannot be traced back to you. You can object to this analysis or prevent it by not using certain tools. You can find detailed information on this in the following privacy policy.

You can object to this analysis. We will inform you about the objection options in this data protection declaration.

11.1 General notes and mandatory information

DATA PROTECTION

The operators of these pages take the protection of your personal data very seriously. We treat your personal data confidentially and in accordance with the statutory data protection regulations and this data protection declaration.

When you use this website, various personal data are collected. Personal data is data with which you can be personally identified. This privacy policy explains what data we collect and what we use it for. It also explains how and for what purpose this is done.

Speropharm GmbH points out that data transmission on the Internet (e.g. when communicating by e-mail) can have security gaps. Complete protection of data against access by third parties is not possible.

NOTE ON THE RESPONSIBLE OFFICE

The responsible party for data processing on this website is:

Speropharm GmbH
Ausserfeldstrasse 14
CH-5036 Oberentfelden
Telephone: +41 62 544 21 90
E-mail: info@speropharm.ch

The controller is the natural or legal person who alone or jointly with others determines the purposes and means of the processing of personal data (e.g. names, e-mail addresses or similar).

REVOCACTION OF YOUR CONSENT TO DATA PROCESSING.

Many data processing operations are only possible with your express consent. You can revoke consent you have already given at any time. For this purpose, an informal communication by e-mail to us is sufficient. The legality of the data processing carried out until the revocation remains unaffected by the revocation.

RIGHT TO DATA PORTABILITY

You have the right to have data that we process automatically on the basis of your consent or in performance of a contract handed over to you or to a third party in a common, machine-readable format. If you request the direct transfer of the data to another controller, this will only be done insofar as it is technically feasible.

SSL OR TLS ENCRYPTION

For security reasons and to protect the transmission of confidential content, such as orders or requests that you send to us as the site operator, this site uses SSL or TLS encryption. You can recognize an encrypted connection by the fact that the address line of the browser changes from "http://" to "https://" and by the lock symbol in your browser line.

If SSL or TLS encryption is activated, the data you transmit to us cannot be read by third parties.

INFORMATION, BLOCKING, DELETION

Within the framework of the applicable legal provisions, you have the right at any time to free information about your stored personal data, its origin and recipient and the purpose of data processing and, if necessary, a right to correction, blocking or deletion of this data. For this purpose, as well as for further questions on the subject of personal data, you can contact us at any time at the address given in the imprint.

OBJECTION TO ADVERTISING E-MAILS

We hereby object to the use of contact data published within the framework of the imprint obligation for the purpose of sending advertising and information material that has not been expressly requested. The operators of the pages expressly reserve the right to take legal action in the event of the unsolicited sending of advertising information, such as spam e-mails.

11.2 Data collection on our website

COOKIES

Some of the Internet pages partly use so-called cookies. Cookies do not cause any damage to your computer and do not contain viruses. Cookies serve to make our offer more user-friendly, more effective and safer. Cookies are small text files that are stored on your computer and saved by your browser.

Most of the cookies used by Speropharm GmbH are so-called "session cookies". They are automatically deleted after the end of your visit. Other cookies remain stored on your terminal device until you delete them. These cookies enable us to recognize your browser on your next visit.

You can set your browser so that you are informed about the setting of cookies and only allow cookies in individual cases, exclude the acceptance of cookies for certain cases or in general and activate the automatic deletion of cookies when closing the browser. If cookies are deactivated, the functionality of this website may be limited. Cookies that are required to carry out the electronic communication process or to provide certain functions that you have requested (e.g. shopping cart function) are stored on the basis of Art. 6 (1) lit. f DSGVO. The website operator has a legitimate interest in storing cookies for the technically error-free and optimized provision of its services. Insofar as other cookies (e.g. cookies for analysing your surfing behaviour) are stored, these are treated separately in this data protection declaration.

SERVER LOG FILES

The provider of the pages automatically collects and stores information in so-called server log files, which your browser automatically transmits to us. These are:

- browser type and browser version
- Operating system used
- referrer URL
- Host name of the accessing computer
- Time of the server request
- IP address

This data is not merged with other data sources.

The basis for data processing is Art. 6 (1) lit. f DSGVO, which permits the processing of data for the fulfillment of a contract or pre-contractual measures.

11.3 Analysis tools and advertising

GOOGLE ANALYTICS

This website uses functions of the web analytics service Google Analytics. The provider is Google Inc, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA.

Google Analytics uses so-called "cookies". These are text files that are stored on your computer and enable an analysis of your use of the website. The information generated by the cookie about your use of this website is usually transmitted to a Google server in the USA and stored there.

The storage of Google Analytics cookies is based on Art. 6 (1) lit. f DSGVO. The website operator has a legitimate interest in analysing user behaviour in order to optimize both its web offering and its advertising.

BROWSER PLUGIN.

You may refuse the use of cookies by selecting the appropriate settings on your browser, however please note that if you do this you may not be able to use the full functionality of this website. You can also prevent the collection of data generated by the cookie and related to your use of the website (including your IP address) to Google and the processing of this data by Google by downloading and installing the browser plugin available at the following link: <https://tools.google.com/dlpage/gaoptout?hl=de>.

OBJECTION TO DATA COLLECTION

You can prevent the collection of your data by Google Analytics by clicking on the following link. An opt-out cookie will be set that will prevent the collection of your data during future visits to this website: Google Analytics opt-out. More information on how Google Analytics handles user data can be found in Google's privacy policy: <https://support.google.com/analytics/answer/6004245?hl=de>.

11. Copyright

All images, logos and graphics used on this website are protected by copyright and may not be used without the written consent of Speropharm GmbH.

12. Liability

The purchaser assumes liability for any damages associated with the conclusion of the contract, the purchase, as well as the consumption of products of Speropharm GmbH. Speropharm GmbH rejects, from the conclusion of the contract, any liability.

13. Place of jurisdiction

The place of jurisdiction for any discrepancies is the district court of Aarau, Kasinostrasse 5, 5000 Aarau.