

TERMS AND CONDITIONS OF BEE MEDIC (CUSTOMERS OF THE UK)

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A. General

1. Scope

1. Our general terms and conditions apply exclusively to all deliveries and other services provided by BEE Medic Ltd. These also apply to all future agreements with the customer, even if they are not expressly agreed again.
2. We do not recognise any conflicting terms and conditions of our customers unless we have expressly agreed to their validity in writing. Our terms and conditions also apply if we provide services to the customer without reservation in the knowledge of conflicting or deviating terms and conditions of the customer. Deviating agreements and verbal agreements are only effective if they are confirmed in writing.

2. Text form

Subsidiary agreements, changes or additions regarding contractual relationships with BEE Medic Ltd. must be made in writing to be effective. The agreement to waive the text form requirement must also be in text form.

B. Sale and delivery of goods (except software)

3. Offer, conclusion of contract and scope of services

1. Information on our part in catalogs, in brochures, on the Internet or other media do not constitute an offer, but are merely requests to submit an offer. A contractual relationship with us only comes into being as follows:
 - a. The customer submits an offer (in the form of a webshop order) to conclude a purchase contract by first placing goods in the shopping cart in our webshop and completing the order process by clicking the order button. This offer is accepted on our part if an order confirmation directed to it is sent to the customer in text form.
 - b. The customer contacts us by phone or in text form and subsequently receives a written offer or an order confirmation from us. The customer can accept our offer by expressly declaring acceptance to us.
2. The acceptance of our offer to conclude a purchase contract can take place within two weeks of receipt of the offer, but a maximum of three weeks from the dispatch of the offer. The deadline is met if the

customer's declaration of acceptance is sent or the customer's payment is received during this time.

If the customer's declaration of acceptance or prepayment is only sent after this period has expired, this constitutes an offer by the customer to BEE Medic Ltd. to conclude a contract. This offer is accepted on our part if an order confirmation is sent to the customer in writing.

3. Our service in this area only includes the delivery of the ordered goods. Our order confirmation is exclusively decisive for the scope of the contractually owed service.
4. We only owe the delivery of goods of average type and quality.

4. Prices, price retention and terms of payment

1. Our prices for the devices and accessories do not include the costs of shipping or the statutory value-added tax owed in each case. If the delivery is made in several deliveries at the customer's request, the customer also bears all additional costs of transport that arise as a result.
2. In the absence of a special agreement, payment must be made free of charge and in full before shipment of order. Installment payments or partial payments are only accepted after prior agreement. In the event of a delay in payment of the installments, the entire outstanding amount is due for payment immediately and can be transferred to a collection agency.

A delivery to new customers takes place only against prepayment. We reserve the right to only deliver after payment in advance, even with existing customer relationships.

All bank charges are shared costs (SHA). Each party pays the respective costs incurred by the house bank.

3. Calculation errors, arithmetic, spelling or illustration errors are reserved.
4. Customs duties or freight costs are borne by the customer. We will provide evidence of these costs to the customer upon request.
5. The customer is in default of payment even without a reminder.
6. There is a 15-day grace period before the payment is considered past due. If payment reaches the past due point, a £ 40 late fee will be applied.

5. Delivery / Delivery deadline

1. Unless a separate delivery period has been agreed upon, the delivery of the contractual goods to the post office or other delivery services takes place immediately
 - a. After receipt of payment unless otherwise terms have been agreed upon,
 - b. After BEE Medic Ltd. has sent the declaration of acceptance, in the case of payment on account or, in the case of late payment in advance by the customer, on a previous order confirmation from BEE Medic Ltd.
2. If the customer has chosen shipping in one delivery when ordering several products, all ordered goods must be in stock at BEE Medic Ltd. in addition to the aforementioned requirements.
3. PO boxes are not accepted as delivery addresses.
4. In the case of unforeseen obstacles to performance for which we are not responsible, such as cases of force majeure, strikes, epidemics/pandemics, terror, war, natural disasters, operational disruptions in our own company or in that of the upstream supplier, transport difficulties or the like, as well as official measures such as one Customs inspection, if this prevents us from fulfilling our obligations on time, the delivery period is extended by the duration of the impediment to performance.

6. Transfer of risk

1. The risk of accidental loss and accidental deterioration of the purchased item is transferred to the customer as soon as we have handed over or delivered the purchased item to the post office, the freight forwarder, the carrier or the person or institution otherwise assigned to carry out the transport / dispatch.
2. Transport insurance is only taken out upon written application by the customer; the costs are borne by the customer.

7. Retention of title

We reserve ownership of the purchased item until the purchase price has been received in full. In order to exercise our rights of retention of title, we are also entitled to withdraw from the contract without prior warning.

8. Examination of the purchased item / notification of defects

1. The customer must inspect the purchased item within 48 hours of receipt for any transport damage, completeness or other defects and report such damage or defects, stating the specific defect, within a further 24 hours.
2. Hidden defects must also be reported within 24 hours of their discovery, specifying the specific defect.
3. For the timeliness of the complaint, it is sufficient to send it by email to office@beemedic.co.uk (relevant date of dispatch) or by letter (relevant postmark).

9. Defect rights / liability

1. The statutory warranty rights of the customer presuppose that the customer has properly complied with his inspection and complaint obligations within the meaning of No. 8. Otherwise any warranty rights are excluded.
2. In the event that the defect is remedied by supplementary performance, the customer must return the product in question to us immediately.
3. We are liable for damage according to the legal regulations as follows:
 - a. In the event of a culpable breach of an essential contractual obligation, the liability for damages is limited to the foreseeable, contract-typical damage, unless the breach of contract was intentional.
 - b. In the case of other breaches of duty, we are only liable for intent or gross negligence, including intent and gross negligence on the part of our representatives and vicarious agents. In the case of only grossly negligent breach, liability is limited to the foreseeable, contract-typical damage.
4. Liability for culpable injury to life, limb or health remains unaffected; this also applies if there is liability under the Product Liability Act.
5. Unless otherwise regulated above, liability is excluded.
6. The limitation period for warranty rights of the customer is 4 weeks, calculated from receipt of the purchased item.

10. Exchange / return

The exchange or return of faultless goods is not possible.

C. Provision of rental and test equipment

11. Rental and loaner equipment

1. "Rental devices" are those devices that are made available to the customer for a limited period of time for use, with a view to a possible future purchase of a corresponding device.
2. "Loaner devices" are those devices that are made available to the customer for use for a limited period of time.
3. The device is and remains the property of BEE Medic Ltd.

12. Offer, conclusion of contract and scope of services

1. Information on our part in catalogs, in brochures, on the Internet or other media do not constitute an offer, but are merely requests to submit an offer. A contractual relationship with us comes about as follows:
 - a. The customer submits an offer to conclude a rental agreement by filling out the "Subscription" forms provided upon request. This offer is accepted on our part if a rental confirmation aimed at this is sent to the customer in text form.
 - b. The customer contacts us by phone or in text form and subsequently receives a written offer from us. The customer can accept our offer by expressly declaring acceptance.
2. Our offer to conclude a purchase contract can be accepted within two weeks of receipt of the offer, but no more than three weeks from the dispatch of the offer. The deadline is met if the customer's declaration of acceptance is sent during this time. If the customer's declaration of acceptance is only sent after this period has expired, this constitutes an offer by the customer to BEE Medic Ltd. to conclude a contract. This offer is accepted on our part if a rental confirmation is sent to the customer in text form.

13. Rent, reservation of price and terms of payment

1. The invoiced fee for a rental or loaner device is understood to include the costs of packaging and transport to the customer as well as the respective statutory value added tax.
2. A full monthly rent is charged for each commenced calendar month on the same date as the initial invoice.
3. If a loaner device is provided for the duration of repairs within the scope of the sales law guarantee, only the initial fee will be charged for this duration.
4. BEE Medic Ltd. bills monthly on the same date unless special circumstances have been agreed upon or the date falls on a weekend or holiday at which the billing will occur the following business day.
5. In the absence of a special agreement, payment must be made free of charge and in full within 14 days of being invoiced.
6. The customer is in default of payment even without a reminder.
7. In the event of default in payment (15 days past due date), the customer must pay an additional £ 40 late fee.
8. In any case, a deposit in the amount of a net monthly rent is to be paid. This is due on the day the tenancy begins.

14. Delivery / delivery time

1. Unless a separate delivery period has been agreed, the contractual rental or loaner device will be handed over to the post office or other delivery services immediately after the rental confirmation has been sent by BEE Medic Ltd. or the customer's declaration of acceptance has been received.
2. PO boxes are not accepted as delivery addresses.
3. In the event of unforeseen obstacles to performance for which BEE Medic Ltd. is not responsible, such as cases of force majeure, epidemics / pandemics, terror, war, natural disasters, strikes, operational disruptions in our own company or that of the sub-supplier, transport difficulties or the like, as well as official measures such as a customs inspection, if this prevents us from fulfilling our obligations on time, the delivery period is extended by the duration of the impediment to performance.

15. Examination of rental and test equipment / notification of defects

1. The customer must inspect the rental or test device within 48 hours of receipt for any transport damage, completeness or other defects and report such damage or defects, stating the specific defect, within a further 24 hours.
2. Hidden defects must also be reported within 24 hours of their discovery, specifying the specific defect.
3. For the timeliness of the complaint, the timely sending of the complaint by email to office@beemedic.co.uk (decisive date of dispatch) or letter (decisive postmark) is sufficient.

16. Defect rights / liability

1. The statutory warranty rights of the customer presuppose that the customer has properly complied with his inspection and complaint obligations. Otherwise any warranty rights are excluded.
2. In the event that the defect is remedied through supplementary performance, the customer must return the rental or loaner device complained about to us immediately.
3. We are liable for damage according to the legal regulations as follows:
 - a. In the event of a culpable breach of an essential contractual obligation, the liability for damages is limited to the foreseeable, contract-typical damage, unless the breach of contract was intentional.
 - b. In the case of other breaches of duty, we are only liable for willful intent or gross negligence, including willful intent and gross negligence on the part of our representatives and vicarious agents. In the case of only grossly negligent breach, liability is limited to the foreseeable, contract-typical damage.
4. Liability for culpable injury to life, limb or health remains unaffected; this also applies if there is liability under the Product Liability Act.
5. Unless otherwise regulated above, liability is excluded.
6. The limitation period for warranty rights of the customer is 4 weeks, calculated from receipt of the purchased item.

17. Use of the device

1. The device may only be used in accordance with the instructions for use and only by trained personnel.
2. The device must not be labeled or pasted.

18. Return the device

1. At the end of the rental/loaner period, the customer must return the device, including all accessories, to BEE Medic Ltd.
2. The costs for a return are always borne by the customer. In selected cases, we will provide you with a return label for low-cost returns. If you have not received a return label, please choose an insured and trackable shipping method with a tracking number.
3. Before returning the device and accessories, they must be properly cleaned.
4. The device that has been made available must be sent back. If a device with a different serial number is returned, the additional costs incurred for the necessary exchange for postage and packaging will be charged. The serial number of the rental or test device is noted on the delivery note.

19. Bearing of risk

1. The risk of accidental loss and accidental deterioration of the rental or test device is transferred to the customer as soon as we have handed over or delivered the rental/loaner item to the post office, the freight forwarder, the carrier or the person or institution otherwise assigned to carry out the transport/dispatch . Transport insurance is only taken out upon written application by the customer; the costs are borne by the customer.
2. The customer is responsible for any loss or damage during the return shipment.
3. If a device is returned to us defective, with incomplete or completely missing accessories or uncleaned, the customer will be charged for the depreciation, the replacement of the missing or defective parts or the cleaning, in the case of severe damage or loss, the full price of the device.

D. Sale and delivery of software products

20. Offer, conclusion of contract and scope of services

1. Information on our part in catalogs, in brochures, on the Internet or other media do not constitute an offer, but are merely requests to submit an offer. A contractual relationship with us comes about as follows:
 - a. The customer submits an offer to conclude a purchase contract by placing the desired software in the shopping cart in our web shop and completing the order process by clicking on the order button. This offer is accepted on our part if an order confirmation aimed at this is sent to the customer in text form.
 - b. The customer contacts us by phone or in text form and subsequently receives a written offer from us in text form. The customer can accept our offer by expressly declaring acceptance to us or implicitly by timely payment of the final amount stated in the offer to our account stated in the offer.
2. Our offer to conclude a purchase contract can be accepted within two weeks of receipt of the offer, but no more than three weeks from the dispatch of the offer. The deadline is met if the customer's declaration of acceptance is sent during this time.

If the customer's declaration of acceptance is only sent after this period has expired, this represents an offer by the customer to BEE Medic Ltd. to conclude a contract. This offer is accepted on our part if an order confirmation is sent to the customer in text form.
3. The software provided by BEE Medic Ltd. is partially obtained from third parties. The exact scope of the respective licenses or usage rights results from the text that is displayed when the software is installed.
4. In the case of software, the contractually owed service exclusively includes its delivery/provision. We do not owe the hardware required to operate or use the software purchased. This is to be obtained by the customer either separately from us (e.g. the application devices and the accessories, see **B. Sale and delivery of goods (except software)**) or from third parties (e.g. computer, operating system, monitors). The customer is also responsible for creating and maintaining the system requirements required for the installation and operation of the software we purchase, which are described in detail on our website.

21. Prices, price retention and terms of payment

1. Our prices for the software do not include any costs for packaging and transport as well as the statutory value-added tax owed in each case. If delivery is made in several deliveries at the customer's request, the customer also bears all additional costs for packaging and transport that arise as a result.
2. In the absence of a special agreement, payment must be made free of charge and in full prior to shipping the order. Installment payments or partial payments are only accepted after prior agreement. In the event of a delay in payment of the installments, the entire outstanding amount is due for payment immediately and can be transferred to a collection agency.

A delivery to new customers takes place only against prepayment. We reserve the right to only deliver after payment in advance, even with existing customer relationships.

All bank charges are shared costs (SHA). Each party pays the respective costs incurred by the house bank.
3. Calculation errors, arithmetic, spelling or illustration errors are reserved.
4. Customs duties are borne by the customer. We will provide evidence of these costs to the customer upon request.
5. The customer is in default of payment even without a reminder.
6. In the event of default in payment, the customer must pay a £ 40 late fee.

22. Delivery / delivery time

1. Unless a separate delivery period has been agreed, the delivery of the contractual goods to the post office or other delivery services takes place immediately
 - a. After receipt of payment in cases of timely payment in advance,
 - b. After passing the declaration of acceptance by BEE Medic Ltd. in cases of payment on account or in cases of late advance payments of the customer on a previous order confirmation from BEE Medic Ltd.
2. If the customer has chosen shipping in one delivery when ordering several products, all ordered goods must be in stock at BEE Medic Ltd. in addition to the aforementioned requirements.
3. PO boxes are not accepted as delivery addresses.

4. If the software is only made available as a download, the customer will receive access in 1-2 business days unless purchased on a non-business day or holiday.
5. In the event of unforeseen obstacles to performance for which we are not responsible, such as cases of force majeure, epidemics/pandemics, terror, war, natural disasters, strikes, operational disruptions in our own company or in that of the upstream supplier, transport difficulties or the like, as well as official measures such as (for example) a customs inspection, if this prevents us from fulfilling our obligations on time, the delivery period is extended by the duration of the impediment to performance.

23. Transfer of risk

1. The risk of accidental loss and accidental deterioration of the software is transferred to the customer as soon as we have handed or delivered it to the post office or the person or institution otherwise assigned to carry out the dispatch.
2. Transport insurance is only taken out upon written application by the customer; the costs are borne by the customer.

24. Retention of title

We reserve ownership of the software until the purchase price has been received in full. We are also entitled to exercise our retention of title rights without withdrawing from the contract.

25. Examination of the software / notification of defects

1. The customer must examine the software for any transport damage, completeness or other defects within 48 hours of receipt and report such damage or defects, stating the specific defect, within a further 24 hours.
2. Hidden defects must also be reported within 24 hours of their discovery, specifying the specific defect.
3. For the complaint to be timely, it is sufficient to send it in good time by email to office@beemedic.co.uk (decisive date of dispatch) or by letter (decisive postmark).

26. Rights of defects / liability

1. The statutory warranty rights of the customer assume that they have complied with duties of investigation and objection in relation to No. 25. Otherwise, any warranty rights are excluded.
2. In case of a rectification of a defect, the customer has to return the rejected product to us immediately. For the duration of the use, the customer has to provide compensation for value within § 346 paragraph 2 BGB (German Civil Code) or to deduct drawn benefits within § 346 paragraph 1 BGB.
3. We are liable according to the legal regulation for damages as follows:
 - a. In case of a culpable breach of a contractual obligation, the liability of damages is limited to foreseeable contract-typical damages, unless the breach of contract was intentional.
 - b. In case of other breaches of duty, we are only liable for intent or gross negligence, including it on the part of our representatives and vicarious agents. In the case of an only grossly negligent breach, the liability is limited to foreseeable contract-typical damage.
4. Liability for culpable injury to life, body or health remains unaffected; this also applies if there is a liability under the Product Liability Act.
5. Unless otherwise stated, liability is excluded. In particular, we assume no liability with regard to compliance with the statutory / licensing provisions for playing copyrighted media content on data carriers not supplied by us or content provided via streaming services using the software "Advanced Media Player" and "Advanced Browser" obtained from us for commercial / commercial purposes by the customer (e.g. in the context of therapies). The customer or the respective user / licensee is solely responsible for compliance with the relevant legal and/or licensing regulations. Any liability with regard to the functionality of third-party streaming services, the content shown and the use of streaming services in therapy is excluded.

6. The liability and warranty rights of the "Advanced Media Player" software do not include the blanket use or playback of all DVDs and files, as not all available DVDs or files are technically supported due to technical circumstances. The following technically unsupported data carriers or files are explicitly excluded from liability and warranty rights: Blu-ray Discs, DVDs from the publisher Walt Disney and files in compressed folders of the Zip file format.
7. The limitation period for warranty rights of the customer is 4 weeks starting from the receipt of the purchased item.

27. Exchange / return

The exchange or return of software products is not possible.

E. Course attendance / seminars / courses / online-courses

28. Course description / Content

The basis of each course is the respective course description. It contains information on the purpose and content of the course. As our course program is continuously adapted to the latest state of knowledge and treatment protocols, changes are possible.

29. Course registration and number of participants

1. The booking of a course takes place via the website of BEE Medic. If several people from a practice group or clinic want to register for a course, the full name and job title for each participant upon registration is needed. Please make sure, especially when registering several participants, to address the full practice or company address and not the private addresses of the participants to ensure correct billing.
2. The number of participants in a course can be limited. Registrations are therefore considered in the order in which they are received and confirmed by us in writing or electronically. We reserve the right to refuse registrations. The rejection is effective without giving reasons, but is always based on an examination.

30. Services and fees

1. The amount of the course fees as well as the underlying services can be found in the course description. You will receive an invoice after your course registration. Please transfer the invoice amount by the specified payment date. The paid course fee is a prerequisite for participation in the course. If the invoice is not paid on time, we reserve the right to cancel the reserved place and, if applicable, any hotel room booked from our contingent and to allocate it otherwise.
2. In principle, the course fees do not include the costs for board, travel to and from the course and accommodation costs, unless otherwise expressly stated in the respective course description.
3. The course price is always stated without VAT. The statutory VAT rates apply depending on the type of course and the place of implementation.
4. Discounts cannot be cumulated.

31. Cancellation by the BEE Medic Ltd.

The course organiser may, at any time, cancel a seminar with good cause (too few participants, illness of a lecturer, etc.), or may exclude individual members from participation of the seminar without naming the reason, even after confirmation of registration. In this case, the affected participants will be informed immediately and will be returned pre-paid seminar fees in full. Further claims cannot be invoked, especially the cost of already booked rooms, travel expenses, lost earnings, etc.

32. Cancellation by the customer / participant

1. Online courses can no longer be cancelled after the course materials have been provided and/or the course equipment has been shipped to the participants. The time of dispatch of the course materials (digital provision or handover to a transport service provider) is decisive. If other cancellation conditions apply to online courses, these are outlined with the course in the online store. For online courses, a substitute participant can be named and registered with the consent of BEE Medic.
2. Face to face courses can be cancelled free of charge up to 29 days before the start of the course. Cancellation up to 8 days before the course starts will incur 50% of the course fee, within 7 days before the course starts 100% of the course fee. If other cancellation conditions apply, they are shown at the course in the webshop. A substitute participant can be named and registered with the consent of BEE Medic.
3. Please note that deviations from these cancellation conditions are also possible, as we too are dependent on the conditions of the event location when planning. If dates differ from the deadlines mentioned here for a course, this is marked and you can find this in the course description. These separate cancellation conditions will then take precedence. By registering for a course, you accept these separate cancellation terms.
Please also take into account that missed course days or parts of the course, e.g. due to late or early arrival or departure or illness, cannot be made up for and that there is no entitlement to a partial reimbursement of course fees.

33. Implementation Deviation

BEE Medic reserves the right to change lecturers, dates and places, and course type (classroom course to online course) of execution.

34. Information sheet and confirmation of consent

1. In the majority of our courses, you will get to know neurofeedback systems in groups of two or three, both as a "therapist" and as a "client". These self-experiences are essential for a basic understanding of neurofeedback and a very important part of the course. Use the information sheet to inform yourself in advance about the properties of neurofeedback, mode of action, opportunities and risks and we ask you to sign this information sheet when the invoice is issued.
2. In individual cases, participation in the role of the "client" can be excluded for health reasons, especially in the case of pregnancy or previous illnesses such as depression, serious anxiety disorders, psychoses or epilepsy. Our lecturers are therefore always entitled to spontaneously exclude participants from the practical part of the course for their own good and that of the other course participants. This is very unlikely, but may be necessary in extremely rare individual cases. In the case of a partial or complete exclusion from the practical course part, there are no claims for reimbursement of course fees. If you need information in advance, please contact our customer service.

35. Copyright

All rights of reproduction and duplication of training materials or parts thereof are reserved by BEE Medic. No part of the course materials may, in whole or in part, be reproduced, especially by using electronic systems, copied, distributed or used for communication for the public in any form, not even for use in lectures, without written consent of the course organiser. Any software that may be provided during the course may not be copied in part or entirely.

36. Liability

BEE Medic assumes no liability for objects of any kind the customer or seminar participants brought with them to the courses. Each participant is fully liable for themselves and their actions within and outside the organised event. He/she is fully responsible for any damage caused.

37. Additional terms for online courses

1. Applies exclusively for online basic courses: the course must be physically completed by at least 2 persons with medical or therapeutic professional education. The practical exercises and self-experience require the participation of 2 people. Individuals without course partners are not allowed to participate in the online basic course. If a member of the practicum team is unable to attend, the registered partner cannot attend either unless a substitute person can attend in accordance with section 32.1.
2. The participants are responsible for a functioning and sufficiently powerful internet connection.
3. Neurofeedback equipment for the practical part during the course can be obtained from BEE Medic for a deposit for the duration of the online basic course. The deposit will be charged to one of the practicum partners with the course price, who is also responsible for the device(s). A split of the deposit between both participants is not possible. The terms of use for the course equipment agreed in writing with the practicum partner apply. The course equipment will only be sent after receipt of the course fee and the deposit.
4. The timely paid course fee is the requirement for the course participation. Discounts cannot be accumulated.
5. BEE Medic is not responsible for late arrival of course documents or course equipment.

38. Applicable law / Competent court / Contractual language

1. German laws apply; the application of the UN Convention on the International Sale of Goods (CISG) is excluded. If the customer is a merchant or does not have a registered office in Germany, the exclusive place of jurisdiction is Singen or the district court of Konstanz, which is responsible in the case that the jurisdiction of the dispute falls within the jurisdiction of the district court. Otherwise, the general provisions on jurisdiction apply.
2. The official contractual language is German.

39. Final provisions

The present General Terms and Conditions in English are a translation of their original German version. In case of litigation only the German version shall apply.