

General Terms and Conditions of the VBS GmbH

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Corporate Information

VBS Vet Verlag Beratung and Seminar GmbH, hereinafter referred to as VBS GmbH, is a manufacturer and distributor of media as well as continuing education courses in the field of veterinary medicine.

Address of the registered office:
Im Riemen 27,
64832 Babenhausen
Germany

Link: <https://vbsgroup.eu>

VBS GmbH is represented by: Managing director (CEO) Dr. med. vet. Beate Egner

Registration court: Local court D-64283 Darmstadt, Germany | Commercial register No.: HRB 85544
EU VAT No.: DE252057983, Atlas: 5068096

Privacy Policy [The link to our data privacy policy.](#)

This English language translation of the General Terms and Conditions serves for informational purposes only and has no legal authority. The decisive text is the version written in German. Therefore, in case of differing interpretations between the German and English versions, the German version shall take priority.

The title of “VBS GmbH” in the following text always and equally refers to the services provided by the managing director, all employees, staff members, respective agents and representatives.

Contract

When does a contract take effect?

(1) Upon placing an order in the [vbsgroup shop](#) and (2) Upon placing a written order through other channels.

Re (1) An order placed in the Web shop is considered binding once the customer clicks on the BUY button and finishes the purchasing procedure for the goods in the shopping cart. VBS GmbH is obligated to deliver or provide the services to the customer after VBS GmbH having confirmed receipt of the order and having completed further approval procedures where applicable, and after payment from the customer has been deposited into the VBS GmbH bank account. Access to on-line

courses (e-learning content) is normally provided through a link that requires the customer to re-register. See also access to third party content.

Re (2) A contract is concluded by means of an ordering form that was filled and signed by the customer and which may be subject to further approval procedures.

Reservation of Proprietary Rights

The reserved goods or products remain the property of VBS GmbH until the purchase has been paid in full.

Instalments payments are only applicable to orders totalling over 500.00 (five hundred) Euro. VBS GmbH reserves the right to ship partial orders that are proportional to the instalment payment received. The course fee must be paid in full by the time of the course, unless different conditions are granted individually by express written statements from the VBS GmbH.

Shipment cost for articles requiring shipment

The cost for packaging and shipping purchased articles must be added and the buyer must pay for these additional fees. Customers ordering online are obliged to accurately indicate their shipping zone (and country), as VBS GmbH is not obliged to deliver the purchased goods otherwise.

The first shipment cost indicated in the online shop is an estimate without engagement. The precise shipment cost is subject to calculation by the VBS GmbH and, if different from the estimate, will be sent to the customer in a second binding invoice.

The buyer will incur an additional reminder fee of 12 (twelve) Euros for arrears on packaging and shipping costs if a reminder for payment notice was issued. The buyer is obliged to provide immediate payment covering the total sum of arrears.

If custom charges are incurred in the buyer's country of purchase, the buyer is obliged to pay them to the competent authorities in his/her country.

Default in Payment and Instalments

Any case of default in payment of instalments in spite of reminder will automatically entail the immediate obligation to pay the total remaining sum.

In case of default in payment of more than 3 weeks, additional reminder fees and interest on arrears have to be paid by the customer to such amount as these are legally permitted.

Customer Account in our Shop

The customer is required to open an account and enter personal data in order to be able to place orders. The customer may update the personal data if necessary. Orders that have been placed will appear in the customer account. This data is handled confidentially according to our privacy policy.

Electronic Invoice

By registering, the customer consents to VBS GmbH sending an electronic invoice to the e-mail address indicated in the registration form.

Customer Rights of Revocation

The buyer has the legal right to withdraw from this contract and return shipped products within 14 days without providing any reason. The time period for the right of cancellation of shipped products begins on the date on which the products were received. The buyer is responsible for the costs of returning the purchased products. The buyer is obliged to return the goods undamaged and in their original condition back to VBS GmbH. Defective product and discounted items are excluded from the cancel-and-return policy.

Online course material after the customer has started using it is not refundable on principle. Please refer to the [cancellation section](#).

Payment Options

Payment options for deliveries and services provided by VBS GmbH can be selected from the following payment methods on our Web shop:

- **PayPal**
- **Direct debit**
- **Credit card**
- **Via prepayment**
- **Via invoice**

VBS GmbH only accepts these methods of payment.

The VBS GmbH additionally accepts cash payment only outside the context of this web shop.

Pricing

All prices quoted in the Web shop catalogue are legally inclusive of German VAT at first. Once the buyer has registered with his address and country of origin, the product pricing, depending on the categorisation of the product, will then be quoted as a gross total that includes the VAT of the buyer's country of origin or contains the German VAT (this applies to all prices). As soon as the registered or prospective customer logs in once again, the price will be quoted based on the customer's country of origin. The customer is responsible for providing correct data and is obliged to correct and updated these himself in his online account.

The customer is obliged to pay for all and any banking fees where applicable.

Invoicing

The price total and sums indicated and additional fees on the preliminary and pro forma invoices and confirmations of order are shown with the proviso of final correction of any data processing errors by the VBS GmbH. The final, authentic and binding prices are shown in the final invoice.

Scope of these Terms

The customer accepts that any terms and conditions of his own are completely superseded by the General Terms of the VBS GmbH in any case without exception even if customer has disclosed his terms to the VBS GmbH.

Third Party Content

After payment has been received, the customer may be redirected to third party content (usually applicable to the e-learning content). In these cases, the customer will receive an e-mail with a link to the corresponding content.

Usage Rights

Purchasers of e-learning courses are granted time restricted and limited (non-exclusive) rights of usage (user license). Only one person can be admitted on a licensed workplace. A purchase of products does not transfer copyright, usage or other property rights to the buyer or user. The acquired or received contents, documents or products are to be used solely by the purchaser only for the intended purpose. Not permitted are: public viewing, lending, reproduction, copying or any other form of transfer to third party for exploitation, usage or further publication.

The buyer or user may not remove any copyright notices, trademarks or other rights reserved from the products or documents. The purchaser is required to instruct the user about these regulations as far as necessary.

Breaches of contract under this clause are liable for damages and will be fined, based on each individual case, with an amount up to 100,000.00 (one hundred thousand) Euro.

Images (Video or Photographs)

Participants are permitted to take videos or pictures during a seminar only and exclusively with a written permission from VBS GmbH. Violations and publications without such written permission, or with a non-written permission to publish, may face penalties up to 100.000,00 (one hundred thousand) Euro. The amount may be reduced after judicial review at the discretion of a court of law.

Please note that videos or photographic material will be compiled during our events and parts thereof may be published. If you are not agreed with these terms, please make your objections known to us expressly and in writing. Even in this case, the VBS GmbH assumes no responsibility for any third party illegally infringing on such participant's objections. This means that the aggrieved

participant will have to file a law suit against the infringing party and conduct all resulting legal procedures on his own.

Disclaimer

The customer cannot claim any damages, loss of profits or other financial drawbacks, property damage or personal injury that may have arisen due to services or defective services provided by VBS GmbH, except where intent or gross negligence can be proven.

VBS GmbH is not liable for injuries to participants that occur during the seminars, unless it was caused by intent or gross negligence on the part of VBS GmbH. The participant accepts that animals may react unpredictably depending on the situation and that accusations of intent or negligence against VBS GmbH in the case of injuries caused by animals are excluded.

Participants must have been vaccinated against tetanus and possess a valid personal liability insurance covering personal injury and property damage, and an casualty insurance. VBS GmbH is not liable for costs or financial drawbacks incurred by the participant or buyer when dates of seminars are shifted, changed or cancelled. VBS GmbH reserves the right to make changes to the seminars, which may affect the course content, sequence of events or the instructors, or the location and date.

VBS GmbH will refund paid seminar fees only in cases of total cancellation by VBS GmbH but not in case of shift of date. Partial refund of seminar fees may be granted only if courses must be shortened due to adverse circumstances causing reduced taught content.

The VBS GmbH is not liable for lost profits or consequential damages due to the use of any content, products or participation in our courses. In cases where damaged products are delivered or the performance of services by VBS GmbH is deemed defective, the customer or client has the right to rectification when possible. Customers are entitled to a reduced fee, decreased purchase price or refund only after the problem cannot be rectified. VBS GmbH is not liable for damages caused by the use of linked web sites.

The VBS GmbH reserves the right to change the location, date and time, instructors and instruction mode and shall not be held liable for costs resulting from force majeure (act of God), changes of location, time, tutors, instructors, and mode of instruction. Any case of corresponding adaptation to such changes shall not constitute any claim for damages or release from payment obligations.

For this reason, the VBS GmbH urgently advises customers to take out third party indemnity insurance, accident insurance, and travellers cancellation insurance or other types of insurance and to verify that the insurance protection is sufficient and covers the risks also in foreign countries.

Any recourse to courts of law shall be excluded to obtain discounts from vouchers, sponsor incentives and the like. Cash payment for the latter is not possible. The customer is not entitled to more than one voucher or discount element in one purchase and on one invoice.

Cancellation Policy

Registration is binding once the application form or the online registration has been submitted by the participant or customer, and is subject to verification and approved from VBS GmbH.

Cancellations must be made in writing. An e-mail is a sufficient means of written cancellation, and the cancellation takes effect once VBS GmbH confirms the receipt.

Central European Time Zone (CET) applies.

Cancellation up to 12 weeks before the beginning of a course is subject to a cancellation fee of 15 per cent of the course fee (to be paid or kept by VBS GmbH, as applicable). If cancellation occurs within 11 to 6 weeks before the beginning of a course, 50 per cent of the course fee (to be paid or refunded, as applicable). Any later cancellation (less than 6 weeks before the beginning of a course) do not allow for any reimbursement which means that the total course fee has to be paid.

The term "course" herein refers to: presence (= live on-site) courses, seminars, workshops and other types of tuition events.

The same cancellation conditions apply to blended learning courses. Complete cancellation is no longer possible if the e-learning course part has already started. If the e-learning part was already accessed, a minimum cancellation fee of 2,400.00 Euro is due if cancellation occurs.

Pure e-learning courses and webinars can only be cancelled within 14 days after purchase according to legal cancellation rules, on condition that it can be proven that no log-in was done.

Professional Confidentiality

Participants maintain absolute confidentiality with respect to their experience with VBS GmbH events including the lecturers and the participants present at an event. VBS GmbH agrees to keep personal data, events, behaviours and statements from participants at an event confidential. Confidentiality also extends to any other content such as video material made available to customers via any restricted access web site of the VBS GmbH.

Statements that must be handed over to qualified authorities in accordance with applicable laws are excluded from the mutual confidentiality policy.

Newsletters

In order to provide optimum support to our customers, these are automatically entered into a recipient list for the scientific VAHL newsletter. If you are not agreed with this, you can at any time opt out by clicking the relevant link in the newsletter.

If the customer or registered prospective customer has expressed his consent to receiving newsletters, this consent includes forwarding of personal customer data to third party employed for data processing and forwarding of e-mail content. Please read the details in our [data privacy statement](#). By accepting these General Terms and Conditions, you also accept our data privacy statement.

Severability Clause

If any of the clauses in these terms and conditions is deemed to be ineffective, all other clauses will retain their validity. The ineffective clause can be replaced by a clause that comes closest to the intended legal effect of the invalid clause.

Applicable Law

These General Terms and Conditions are subject to German law. Jurisdiction in case of disputes is in Darmstadt. This only applies to merchants and legal entities. Only German Law shall be applicable.