

General Terms and Conditions – Cannermeds

1 Scope of application

1.1 Applicability of the General Terms and Conditions

These General Terms and Conditions apply to all legal transactions that are carried out via the Cannermeds website and the customer area (hereinafter referred to individually as the “Cannermeds website” or collectively as the “Cannermeds website”). The latest version of the General Terms and Conditions valid at the time of the order applies and may not be changed unilaterally for the respective order. Conflicting or contradictory customer conditions will not be recognised.

Every customer has the opportunity to read and print out the current version of the General Terms and Conditions at any time.

1.2 Confirmation of the customer's age and place of residence

The offers in the Cannermeds website are aimed exclusively at customers with a place of residence or business in Switzerland and Germany who are over 18 years old. Deliveries are made exclusively to addresses in Switzerland or Germany. By using the Plant sale the customer confirms that he is over 18 years old.

2 information

2.1 Information about products

Product images used for advertising, brochures, the Green house, etc. are for illustration purposes only and are not binding.

The product information available via the Cannermeds website is correct, complete and up-to-date to the best of our knowledge and belief and with due care and put together as customer-friendly as possible, but non-binding, i.e. Cannermeds makes no warranty, express or implied, in this regard.

2.2 Information about cannabidiol and tetrahydrocannabinol and other ingredients

All information regarding cannabidiol (“CBD”) or tetrahydrocannabinol (“THC”) content is to be understood as non-binding guideline values.

The declaration of the ingredients (in particular THC, CBD, nicotine) are checked at regular intervals. However, since some of these products are natural, individual variations are possible.

2.3 Information about prices

All prices stated are net, in Dollars (USD) including value added tax (VAT) and applicable tobacco tax (depending on the product). Unless otherwise stated, any shipping costs incurred will be charged additionally and must be borne by the customer. The shipping costs are shown separately in the ordering process. The prices stated in the online shops at the time of ordering apply.

Paid additional services, such as: Installation, disposal, warranty extensions, insurance, etc. are listed separately in the plant sale and on the invoice.

2.4 Information on availability and delivery times

Cannermeds strives to provide current and accurate information about availability and delivery times on the Cannermeds website. However, particularly in the event of production and delivery bottlenecks, delivery delays may occur both at Cannermeds and at its suppliers.

3 Conclusion of contract

3.1 General provisions for the conclusion of the contract

The products and prices stated on the Cannermeds website are to be understood as offers. However, these offers are always subject to the impossibility of delivery or incorrect pricing information, both of which result in:

lead to cancellation of the contract. If Cannermed has already received a payment from the customer in the event of withdrawal from the contract, the payment will be refunded to the customer. If payment has not yet been made in the event of withdrawal from the contract, the customer is released from the payment obligation. Cannermeds is not obliged to provide a replacement delivery in the event of withdrawal from the contract.

Large orders that exceed a standard amount may be rejected without giving reasons.

A contract for Cannermeds products or services is concluded with Cannermeds as soon as the customer places an order on the website under the condition of availability and correct pricing (hereinafter referred to as "contract").

The customer will be informed of his order by an automatically generated order confirmation from Cannermeds, which will be sent to the email address provided by the customer. Receipt of the automatically generated order confirmation does not constitute an obligation to deliver the goods.

The conclusion of the contract is finally confirmed to the customer by a second email in which shipping is announced.

3.2 Additional provisions for the purchase of cannabis plants (purchase and brokerage agreement)

In the event that a customer purchases one or more cannabis plants, whereby Cannermeds, as a service, grows, maintains and harvests the purchased plant(s) in its greenhouses on behalf of the customer, the customer must submit a separate purchase and purchase order. Conclude a service contract: "Purchase and service contract". By concluding a purchase and service contract, the customer also accepts these General Terms and Conditions, which form an integral part of the purchase and service contract. However, the special provisions of the purchase and service contract take precedence over these General Terms and Conditions.

4 Affiliate program

Cannermeds offers an affiliate program ("Partner Program") on its dashboard as Marketing. Customers may participate in the Affiliate Program, subject to the terms of the separate.

General Terms and Conditions of Participation of the Partner Program available on the website. Differing conditions for participation in the partner program are non-binding unless they are expressly acknowledged by Cannermeds in writing.

5 Delivery

5.1 General Provisions

All delivery options described under “Delivery” on the website are available to the customer for Cannermed’s products and services.

If the buyer provides incorrect or incomplete information about his address or if the goods cannot be delivered for other reasons for which the buyer is responsible, the buyer will be in default of acceptance due to the transport company's unsuccessful delivery attempt. This means that in the event that the purchased item is damaged or lost due to reasons for which the seller is not responsible intentionally or through gross negligence, the buyer remains obliged to pay the purchase price, while the seller no longer has to provide the service . Furthermore, the buyer must reimburse the seller for the costs incurred due to the delay in acceptance and for the maintenance and storage of the purchased item. The seller's other rights, in particular to withdraw from the purchase contract, remain unaffected.

5.2 Delivery date

Together with the confirmation, the customer will either be informed of a provisional delivery date or will be contacted so that an individual delivery date can be arranged.

6 Payment

Cannermeds collects all payments for products and services purchased on the Cannermeds website directly from the customer.

Payment must be made in Dollars.

The payment methods available to the customer for the Plant sale are listed under “Payment methods” and are specified in detail in the ordering process.

The current fees can also be viewed under “Payment methods” and are stated in detail in the ordering process.

When paying by Bitcoin or other instant payment methods, the amount will be debited at the time of ordering. If your Bitcoin provider fails to process payment or does not agree to accept payment, we will not be liable for any delay or refusal to accept the order. Customer payments on the website are made in a protected area where the data is transmitted in encrypted form. The customer is only entitled to offset payments if and to the extent that his counterclaims have been legally established, are undisputed or recognised. The customer is only entitled to exercise a right of retention if his counterclaim is based on the same purchase contract.

7 Retention of title

All products ordered remain the property of Cannermeds until full payment has been made. Cannermeds is entitled to make an entry in the retention of title register. Without the express consent of Cannermeds, pledging, transfer of security, processing or transformation before transfer of ownership is not permitted.

8 Transfer of risk and customer's obligation to inspect and report defects

8.1 Transfer of risk

Upon dispatch, the benefit and risk are transferred to the customer, to the extent permitted by law. Cannermeds is not obliged to provide proof of shipment. Cannermeds cannot be held liable if the goods are lost in transit.

Cannermeds is not liable for delivery delays. The customer fully acknowledges that unexpected environmental influences such as cold or heat during the production and delivery of live plant cultures can lead to extended cultivation times (rooting).

8.2 Returning Items

Please read our Cancellation, Returns and Exchanges Policy on our website which explains in detail how to return unwanted or unsuitable items for a refund or exchange.

If Cannermed's inspection shows that the goods do not have any defects that existed at the time of transfer of risk, Cannermeds may reimburse the customer for the costs incurred as a result of the unauthorised notification of defects, in particular the costs for processing costs, return shipping or any costs incurred at the customer's request Disposal, invoice.

In the event of a cancellation, the customer must bear the direct costs of the return.

Warranty for material defects, guarantee Cannermeds is liable for material defects in accordance with the applicable legal regulations. An additional guarantee only exists for the goods delivered by the provider if this was expressly provided in the order confirmation for the respective item.

9 Liability and exclusion of liability

9.1 General provisions

Cannermeds is liable to the customer for acts, omissions or breaches of contract, insofar as this liability

- intent or
- gross negligence,
- culpable personal injury (injury to life, body or health)
- Product liability or
- is based on a slightly negligent breach of an essential contractual obligation that endangers the purpose of the contract. A material contractual obligation is an obligation whose fulfilment is crucial to the successful implementation of this contract.

In all other cases, Cannermed's liability is excluded. This includes in particular liability for damages caused by:

- improper, illegal or breach of contract storage, adjustment or use of the products;
- Use of incompatible replacement parts or accessories;
- lack of maintenance and/or improper modification or repair of the products by our customers or third parties;
- Force majeure, in particular natural events, moisture, shock and impact etc., which are not caused by Cannermed or official orders.

In the event of a slightly negligent breach of an essential contractual obligation, Cannermeds liability is limited to the typical damage foreseeable at the time the contract was concluded.

9.2 Special provisions for cuttings

CBD cuttings may not be used in agriculture and commercial use is only permitted under artificial light (indoor).

Please consult your doctor before using CBD products. CBD must not be associated with the mucous membranes.

10 Further provisions

10.1 Intellectual property rights

All illustrations, images, designs, texts and logos contained on the Cannermeds website are protected by copyright. Any commercial use of this content without written permission from Cannermed is strictly prohibited.

10.2 Partial ineffectiveness

If individual provisions of these General Terms and Conditions are ineffective or void, this will not affect the effectiveness of the remaining provisions of these General Terms and Conditions.

10.3 Place of jurisdiction and applicable law

All legal relationships between Cannermeds and customers are subject to substantive Swiss law. The legal regulations regarding the restriction of the choice of law and the applicability of mandatory regulations, in particular the state in which the customer as a consumer has his habitual residence, remain untouched. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.