

Injex Pharma GmbH

Website Terms of Use (No Online Sales)

1. Scope and Nature of the Website

These Terms of Use govern access to and use of the official website of Injex Pharma GmbH (hereafter “Company”), a company registered in Berlin, Germany.

This website is provided solely as a source for information. The content presented on this website does not constitute a legally binding offer or solicitation to purchase products. No contracts are concluded via this website.

All products are supplied exclusively through authorized distribution channels and are subject to separate contractual agreements.

2. Target Audience and Restrictions

The information on this website is intended business customers, distributors, healthcare professionals and consumers.

The content provided does not constitute medical advice, diagnosis, or treatment recommendations and must not be used as a substitute for professional medical consultation.

The information on this website must not be used for diagnostic or therapeutic purposes and does not replace professional medical consultation.

3. Intended Use of Medical Devices

All information regarding medical devices relates solely to their intended purpose (“intended use”) as defined under applicable regulations.

Medical devices must only be used in accordance with their intended purpose and by qualified personnel. Any use beyond the intended purpose is at the user’s own risk.

4. Regulatory Compliance

The Company develops and manufactures medical devices in accordance with applicable European regulatory requirements, in particular the Medical Device Regulation (MDR), where applicable.

However, regulatory requirements may differ across jurisdictions. The Company does not guarantee that products comply with legal or regulatory requirements outside the European Union.

5. Export and Foreign Regulatory Responsibility

Any purchaser or user outside the European Union is solely responsible for ensuring compliance with applicable local laws, including regulatory approvals, registration requirements, and import restrictions.

The Company does not assume any responsibility for the legality of placing products on the market or using them in jurisdictions outside the EU.

6. User Obligations

Users agree to use this website only in compliance with applicable laws and these Terms.

In particular, users shall not:

- interfere with the operation or security of the website;
 - use automated systems (e.g. scraping, data mining);
 - misuse content or intellectual property.
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7. Intellectual Property

All content on this website, including technical documentation, product information, and know-how, is protected by intellectual property rights.

Any use beyond statutory permissions requires prior written consent of the Company.

8. Disclaimer and Liability

The content of this website is provided solely for general informational purposes and does not constitute legal, medical, or commercial advice, nor does it establish any contractual relationship between the user and the Company.

While the Company endeavors to keep the information on this website up to date and accurate, it does not guarantee or warranty (whether expressly or implied) the accuracy, completeness, or currentness of the content.

The Company shall be liable without limitation for damages resulting from intent (Vorsatz) or gross negligence (grobe Fahrlässigkeit), as well as for damages resulting from injury to life, body, or health.

In the case of slight negligence (leichte Fahrlässigkeit), the Company shall only be liable for breaches of essential obligations (Kardinalpflichten), i.e. obligations the fulfillment of which is essential for the proper functioning of the website and on which the user may regularly rely.

In such cases, liability shall be limited to the foreseeable damage typical for this type of service.

Any further liability of the Company is excluded to the extent permitted by law. Mandatory statutory liability, including liability under the Produkthaftungsgesetz, remains unaffected.

9. Vigilance and Reporting Obligations

Users and business partners are encouraged to report any suspected incidents, malfunctions, or safety concerns related to medical devices to the Company without undue delay.

Such reports support regulatory compliance and product safety monitoring obligations.

10. Data Protection

The processing of personal data is carried out in accordance with the General Data Protection Regulation and applicable German data protection laws. Further information is available in the Company's Privacy Policy.

11. Applicable Law and Jurisdiction

These Terms are governed by German law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

If the user is a merchant, the exclusive place of jurisdiction shall be Berlin, Germany.

12. Amendments

The Company reserves the right to amend these Terms within reasonable limits. Amendments will not affect rights already accrued.

13. Contact

For any questions regarding these Terms, please contact Injex Pharma GmbH at info@injex.de.
