

# Terms and Conditions

## 1. General provisions

**1.1** Seller: Verlagsanstalt Handwerk GmbH, Auf'm Tetelberg 7, 40221 Düsseldorf, phone: +49 (211) 390 98-0, fax: +49 (211) 390 98-29, email: [info@verlagsanstalt-handwerk.de](mailto:info@verlagsanstalt-handwerk.de) (hereinafter: VH).

**1.2** These Terms and Conditions apply to the supply of books, newspapers, magazines, CDs/DVDs and downloads. For other services of VH such as advertising orders separate terms and conditions may apply.

## 2. Conclusion of contracts

**2.1** The presentation of the articles on the website is not yet an offer to conclude a contract, but an invitation to place an order. The contractual declaration is made by Customers when placing orders.

**2.2** Placing an order at the online shop: Orders may be placed with a user account, for which Customers may register free of charge, or as a guest user without the need for a user account. Customers can review all data they have entered before making a binding contractual declaration by clicking on the 'buy now' button. Until then they can navigate backwards at any time and correct their data or cancel the transaction process by closing the browser window. VH will confirm the receipt of an order immediately by email. Such confirmation does not constitute acceptance of the order.

**2.3** We will save the text of the contract (i.e. the order together with these Terms and Conditions).

**2.4** A contract shall be concluded when VH expressly accepts an order or implicitly by fulfilment of an order. In the case of advance payment, however, contracts shall be concluded upon receipt of the order.

**2.5** VH reserves the right to refuse an order

- where the information provided by a Customer gives rise to reasonable suspicion that this Customer will not duly fulfil their contractual obligations,

- where it is obvious from a Customer's non-contractual behaviour in the performance of another contract with VH that this Customer will not duly fulfil their contractual obligations,
- where there were errors which have become the basis of the order placed by a Customer.

Customers will be notified immediately of any refusal of an order.

### **3. Articles with fixed retail price; change of price; special prices**

**3.1** Books and e-books are subject to fixed retail prices in Germany. Should there be a short-term price increase or reduction by the publisher, it must therefore be applied to Customers.

- In the event of a price reduction, VH will fulfil the order and invoice the reduced price.
- In the event of a price increase, VH will immediately inform the Customer that the article may be supplied only at the new price. No contract shall be concluded unless the Customer expressly requests supply at the new price.

**3.2** Articles marked in the online shop with "non-binding recommended price" are not subject to fixed retail prices for books.

**3.3** For some articles, in addition to the regular retail price, there may be a special price, e.g. for members of associations etc. or for subscribers of a certain product. The order must indicate such membership or subscription. VH expressly reserves the right to verify this.

### **4. Magazine subscriptions**

**4.1** Subscriptions shall be made for the period of one year. A subscription shall be renewed for another year unless it has been terminated at least two months before the end of the current subscription period.

**4.2** Any notice of termination must be addressed to VH in writing (e.g. by letter, fax or e-mail).

**4.3** Subscription prices (for domestic subscriptions) include shipping costs and applicable VAT.

## **5. Delivery**

**5.1** Articles will be delivered within two to five working days. This shall not apply where a different delivery period was noted for an article.

**5.2** Where an article cannot be delivered within the aforementioned delivery period, VH will inform the Customer immediately. The Customer may then choose to cancel their order or make an advance order.

**5.3** In the event of an advance order, VH will inform the Customer when the article will be available again or a reprint or a new edition will be published, and VH will deliver the article within the delivery period (clause 5.1.) from that date. The Customer may cancel their order at any time until that date.

## **6. Scope of licenses for digital products**

**6.1** When the use of a CD-ROM or access to an online database is purchased, this shall always refer to a single-user licence. This shall apply accordingly to the digital edition of a journal included in a subscription.

**6.2** Prices for multi-user/network licenses, if any, are available on request.

## **7. Terms of payment**

**7.1** Payment shall be made after delivery and invoicing; only in exceptional cases (as per clauses 7.6, 9.1 and 9.3) VH will require advance payment.

**7.2** Invoiced amounts must be paid to one of the accounts indicated on the invoice within the period and subject the conditions specified on the invoice. Other methods of payment will not be accepted.

**7.3** Customers are not entitled to withhold payments unless they have a statutory right to refuse performance.

**7.4** Customers shall be in default of payment at the latest 30 days after the due date and receipt of the invoice, without the need for a reminder. Where the Customer is a consumer, this shall apply only if this was expressly indicated on the invoice.

**7.5** In the event of default of payment, statutory default interest will be charged and, where the Customer is not a consumer, also the statutory lump sum for default of payment. VH's right to claim further damages (in particular out-of-court and court costs of enforcement) shall remain unaffected; the lump sum for default of payment shall be set off against such damages.

**7.6** In the event of default of payment VH shall be entitled to demand advance payment for future orders or – in the context of magazine subscriptions – for further delivery.

## **8. Delivery charges**

**8.1** Orders for delivery within Germany will be delivered free of charge above a value of the order of EUR 25.00.

**8.2** For orders for delivery within Germany up to a value of the order of EUR 25.00 as well as for orders for which a discount or graduated price applies, delivery charges will be invoiced additionally.

## **9. Delivery outside of Germany**

**9.1** For delivery outside of Germany, postage-optimised shipping costs will be determined and communicated to the Customer in the form of an advance payment invoice. In this case, notwithstanding clause 2.2, the contract shall be concluded upon payment of the total price by the Customer.

**9.2** Imports of goods to countries outside the European Union may be subject to import duties. These are not included in the shipping costs and must be borne by Customers themselves. Such ancillary costs will not be stated separately in the confirmation of the order.

**9.3** In case of delivery outside of Germany or in certain individual cases delivery will be made only against advance payment.

## **10. Retention of title**

Legal title to and ownership of all goods supplied shall remain with VH until full payment of the purchase price is made.

## 11. Right of withdrawal

- 11.1 Consumers have a statutory right of withdrawal. Consumer means any natural person who enters into a legal transaction for purposes that predominantly are outside their trade, business or profession (as per section 13 of the German Civil Code).

Right of withdrawal in the case of goods delivered in one delivery

### Instructions on withdrawal

#### Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise the right of withdrawal, you must inform us (Verlagsanstalt Handwerk GmbH, Auf'm Tetelberg 7, 40221 Düsseldorf, phone +49 (211) 39098-0, fax: +49 (211) 39098-33, email: [widerruf@verlagsanstalt-handwerk.de](mailto:widerruf@verlagsanstalt-handwerk.de)) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired

#### Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest

You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

Right of withdrawal in the case of goods of multiple goods ordered in one order and delivered separately

### Instructions on withdrawal

#### Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good.

To exercise the right of withdrawal, you must inform us (Verlagsanstalt Handwerk GmbH, Auf'm Tetelberg 7, 40221 Düsseldorf, phone +49 (211) 39098-0, fax: +49 (211) 39098-33, email: [widerruf@verlagsanstalt-handwerk.de](mailto:widerruf@verlagsanstalt-handwerk.de)) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired

#### **Effects of withdrawal**

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest

You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

#### **Right of withdrawal in the case of subscriptions**

#### **Instructions on withdrawal**

##### **Right of withdrawal**

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the first good.

To exercise the right of withdrawal, you must inform us (Verlagsanstalt Handwerk GmbH, Auf'm Tetelberg 7, 40221 Düsseldorf, phone +49 (211) 39098-0, fax: +49 (211) 39098-33, email: [widerruf@verlagsanstalt-handwerk.de](mailto:widerruf@verlagsanstalt-handwerk.de)) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired

##### **Effects of withdrawal**

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

Right of withdrawal in the case of digital content which is not supplied on a tangible medium (e-books, electronic editions of journals, database access)

#### **Instructions on withdrawal**

##### **Right of withdrawal**

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us (Verlagsanstalt Handwerk GmbH, Auf'm Tetelberg 7, 40221 Düsseldorf, phone +49 (211) 39098-0, fax: +49 (211) 39098-33, email: [widerruf@verlagsanstalt-handwerk.de](mailto:widerruf@verlagsanstalt-handwerk.de)) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

##### **Effects of withdrawal**

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

In order to declare withdrawal you may use the following model withdrawal form, but it is not obligatory.

<b>Model withdrawal form</b>	
—	To Verlagsanstalt Handwerk GmbH, Auf'm Tetelberg 7, 40221 Düsseldorf, phone +49 (211) 39098-0, fax: +49 (211) 39098-33, email: <a href="mailto:widerruf@verlagsanstalt-handwerk.de">widerruf@verlagsanstalt-handwerk.de</a> :
—	I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),
—	Ordered on (*)/received on (*),
—	Name of consumer(s),
—	Address of consumer(s),
—	Signature of consumer(s) (only if this form is notified on paper),
—	Date
	(*) Delete as appropriate.

#### 11.2 Exclusions and premature expiry:

- There is no right of withdrawal for the supply of sealed audio or sealed video recordings (e.g. CDs, music or video cassettes) or sealed computer software which were unsealed after delivery.
- There is no right of withdrawal for the supply of goods which are not prefabricated and which are made to the individual choice or determination by the Customer or which are clearly tailored to the Customer's personal needs.
- There is no right of withdrawal for the supply of newspapers, magazines or periodicals, with the exception of subscription contracts.
- Where the Customer has expressly agreed that VH shall begin with the performance before expiry of the withdrawal period, the right of withdrawal will expire as soon as VH begins with the performance by activating the digital content. Customers were informed of this before placing their order and had to expressly confirm their knowledge of the fact that their right of withdrawal will expire.

## **12. Defects and legal guarantee**

- 12.1** Customers may request remedy of defects or replacement delivery within the legal guarantee period where a defect is the fault of VH. VH shall then bear the costs of return shipment. The legal guarantee period for newly manufactured goods is two years from delivery.
- 12.2** Where VH is not prepared or unable to remedy a defect or make a replacement delivery, or this fails for other reasons, Customers are entitled, at their discretion, to request either cancellation of the sales contract or an adequate reduction of the purchase price.

## **13. Right of retention**

Customers may exercise a right of retention only where their counterclaim is based on the same contractual relationship. Customers shall have a right of set-off only where their counterclaims have been established as final and absolute, are undisputed, have been acknowledged by VH or are based on defects.

## **14. Final provisions**

- 14.1** Contracts shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods. Where a Customer is a consumer, this shall not have the result of depriving the Customer of the protection afforded to them by provisions that cannot be derogated from by agreement by virtue of the law of the country of their habitual residence.
- 14.2** The courts in Düsseldorf shall have jurisdiction over any claims in connection with the contractual relationship, provided that the Customer carries on a commercial business ('Kaufmann') or is a legal entity under public law or a special fund under public law.