

# **General Terms and Conditions of Delius Klasing Verlag for Goods and Subscription Contracts**

## **I. Scope of application**

The following General Terms and Conditions (hereinafter "GTC") apply to all contracts for the purchase of goods (e.g. books, CDs, DVDs, apps) and magazine subscriptions (print or online) between Delius Klasing Verlag (hereinafter also "publisher") and its customers. They do not apply to contracts for advertising orders or contracts for event participation.

## **II Conclusion of the contracts**

- (1) You can send us your order to purchase a publishing product in writing, by e-mail, by telephone or online (e.g. via our online shop).
- (2) The sending or electronic transmission of your order constitutes a binding offer to conclude the corresponding contract.
- (3) After placing your order, we will send you a confirmation that we have received it. This confirmation does not yet constitute a contract.
- (4) The contract is concluded upon express acceptance by the publisher, but at the latest when the ordered product is dispatched. In the case of a telephone order, the contract is already concluded during the respective conversation, insofar as you place a binding order during the conversation and we accept it.

## **III Cancellation and termination**

- (1) Until we have accepted your order, you are entitled to withdraw your order with the publisher at any time. Please send such a withdrawal in writing to the publisher's address below. The further statutory right of withdrawal for consumer contracts remains unaffected by this (<https://shop.delius-klasing.de/muster-widerrufsformular/>).
- (2) Subscription contracts can be cancelled at any time after expiry of the minimum period stated on the order forms. They must be sent in text form to the publisher's address stated below.

## **IV. Delivery instructions and provisions on the scope of services**

- (1) We will deliver the publishing products to you by post or electronically (e.g. for online subscriptions) to the specified delivery address. Please inform the publisher of any changes to the delivery address two weeks before they take effect so that we can take them into account in good time.
- (2) The customer shall bear the additional costs for goods that cannot be delivered or can only be delivered with a delay due to incorrect or out-of-date address details. After two unsuccessful deliveries, the publisher is entitled to revoke the contract.
- (3) In the event of faulty delivery, the publisher shall bear the costs.
- (4) Bonus benefits (e.g. premiums) in connection with the conclusion of a contract for the purchase of publishing products are only granted once per person and household. Advertising bonuses are also only granted once per acquired customer. The trial subscription (also known as a trial/short-time subscription) serves exclusively to familiarise the customer personally with the magazine in question, i.e. delivery is made exclusively to the customer's address (no separate shipping address, no gift subscription possible!). A trial issue and the trial subscription can only be used once per household per magazine.
- (5) The publisher reserves the right to deviate in terms of content and design between products in the print and digital formats.

(6) In addition to their subscription issues, customers with a digital subscription also receive free access to all digital magazine issues provided. This access lasts as long as the subscription is active.

## **V. Prices and payment modalities**

(1) The subscription price set by the publisher applies to subscription contracts. The publisher reserves the right to increase the subscription price at any time and to change the publication frequency of the title as well as its editorial design. For other goods, the publisher's prices shown on the respective order forms at the time of ordering shall apply.

(2) All prices are inclusive of VAT.

(3) Please make all payments quoting your customer number.

(4) The shipping costs result from the order forms relevant to your order.

(5) The payment deadlines, payment methods and other payment arrangements are set out in the order forms applicable to your order. The customer agrees to the electronic transmission of his invoice.

(6) The publisher is entitled to withhold delivery as soon as and as long as the customer is in default of payment. After settlement of the outstanding claims (including any legal costs), the outstanding contractual services shall be delivered as soon as possible.

Further claims of the publisher remain unaffected by this.

## **VI Rights of use Retention of title**

(1) You may use the content of the ordered publishing products for private or internal business purposes. Commercial utilisation of the content provided to you is excluded.

(2) The publisher is exclusively entitled to all copyright utilisation rights and all other rights to the content provided to you.

(3) The delivered products remain the property of the publisher until the purchase price has been paid in full.

## **VII Liability and warranty**

(1) Our liability for contractual breaches of duty and tort is limited to intent and gross negligence. This shall not apply in the event of injury to life, limb and health of the customer, claims for breach of cardinal obligations, i.e. obligations arising from the nature of the contract and the breach of which jeopardises the achievement of the purpose of the contract and compensation for damage caused by delay. In this respect, we shall be liable for any degree of culpability. Liability in the event of material breaches of contract shall be limited to the regularly foreseeable damage.

(2) The statutory liability for defects shall apply.

(3) Alternative dispute resolution pursuant to Art. 14 para. 1 ODR-VO and § 36 VSBG: The European Commission provides a platform for online dispute resolution (OS), which you can find at <http://ec.europa.eu/consumers/odr/>. We are not obliged to participate in a dispute resolution procedure before a consumer arbitration board and are generally not prepared to do so. If you have any problems, please contact our customer service team directly, who will be happy to work with you to find a solution.

## **VIII. Data protection**

(1) We use your personal data exclusively in accordance with the relevant data protection regulations.

(2) If and insofar as you have given further consent to the use of your personal data for other purposes (e.g. to receive newsletters), we will use this data exclusively within the scope of the consent given. You can revoke such consent to the publisher at any time with effect for the future. The cancellation must be sent to the publisher's address given below and can be declared in any form (e.g. also by telephone or e-mail).

## **IX. Final provisions**

(1) The GTC and the contractual relationship between the publisher and the customer are subject to German law.

(2) In business transactions with merchants, legal entities under public law or special funds under public law, the place of jurisdiction for legal action shall be Hamburg.

### **If you have any questions, please contact our service team at**

E-mail (subscription): [abo@delius-klasing.de](mailto:abo@delius-klasing.de)

E-mail (single issues, book, events): [order@delius-klasing.de](mailto:order@delius-klasing.de)

Phone: +49 521 55 99 55

Fax: +49 521 55 91 14

Mon-Fri: 8am-6pm, Sat: 10am-2pm

Please state your customer number (if available) when making enquiries.

Delius Klasing Verlag GmbH

Kundenservice

Siekerwall 21, 33602 Bielefeld

Germany

Further information:

Registered office of the company: Bielefeld

Register court: Bielefeld Local Court, HR B 7332

Management: Rüdiger Dienst, Tim Ramms, Lars Rose

Sales tax identification number: DE 123 999 126