

# General Terms and Conditions

These General Terms and Conditions of the publishing company Dr. Dieter Winkler (hereinafter "the Publisher"), represented by

Dr. Dieter Winkler  
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Germany  
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regulate the contractual relationship with natural persons and separate legal entities (hereinafter "the Customer(s)") only in the version published online at the time of a contractual relationship agreement. The German text of this Agreement is the basis for the settlement of any disputes arising from this Agreement.

The Customer may download this document, save it in reproducible form and print it.

## §1 Scope

1. The General Terms and Conditions of the Publisher regulate the contractual relationship only between him and the Customer. Any different or additional general terms and conditions of the Customer shall not apply and will not be part of the contract unless the Publisher agrees formally in writing. This applies even if the Publisher makes deliveries without the reservation in the knowledge of differing or supplemental general terms and conditions of the Customer.
2. By placing a purchase order, the Customer accepts and agrees to the exclusive validity of these general terms and conditions of the Publisher.

## §2 Creation of a Contract

1. The presentation of our products – in whichever chosen form – does not represent a binding contractual offer in the meaning of §§ 145ff. German Civil Code (BGB). The presentation is non-binding, free to change and subject to prior sale.
2. By sending a purchase order to us, the Customer submits a binding offer to conclude a purchase contract. In case of placing an order by means of our online shop, the binding offer takes place when clicking on the button "order liable to pay."
3. The Publisher accepts this binding offer if he
  - a. sends a formal order confirmation to the customer or
  - b. delivers the ordered items.The order confirmation is, according to § 312g BGB, not an acceptance of the offer. The confirmation is only a notification that the Publisher received the Customer's order. If ordered items are either not included in the order confirmation or not delivered, a sales agreement will not exist.
4. The Publisher is neither obligated to accept offers nor does he have to explain the reasons for turning down an offer.
5. If an order contains information which exists due to errors in the presentation of the Publisher's program, the Customer will be informed.

## §3 Right of revocation

The following right of revocation only applies to Customers who are consumers within the meaning of § 13 BGB: natural individuals, who conclude a transaction for a purpose, which can neither be applied to their business nor self-employment.

### Hereinafter begins the notification about the legal right of revocation

Legal basis: "Gesetz zur Umsetzung der Verbraucherrichtlinie und zur Änderung des Gesetzes zur Regelung der Wohnungsvermittlung vom 20. September 2013 (BGBl. I 2013, S. 3642-3670) - Anhang zu Artikel 2 Nummer 7 Anlage 2 (zu Art. 246a § 1 Abs. 2 Satz 1 Nummer 1 und § 2 Abs. 2 Nummer ) (BGBl. I 2013, S. 3665)"

### **1. Notification regarding revocation:**

You may revoke the contractual agreement in written form (e.g. letter, fax, e-mail) without giving reason within fourteen days.

The revocation period is fourteen days long, beginning on the day on which you or a third party, who is not the carrier, have received the ordered item(s).

If items are delivered in more than one partial shipments, the revocation period commences on the day on which you or a third party, who is not the carrier, have received the last one of the ordered item(s).

If items are delivered regularly over a fixed period, the revocation period commences upon the day on which you or a third party, who is not the carrier, have received the first ordered item(s).

In order to make use of your right of revocation, you have to inform us:

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by means of a clear written statement (e.g. via a letter, fax or e-mail) about your decision to revoke this contract. You may but do not have to use the attached disclaimer form for this purpose.

To maintain the revocation period, it is sufficient if you send the message about revocation prior to the end of the revocation period.

### **2. Effects of Revocation**

If you revoke this contract, we have to pay all of your payments back which we received, including the delivery costs (except for the additional costs that result due to the fact that you chose a different delivery option than the one we chose as the cheapest way of delivery) immediately and within fourteen days, starting from the day on which we received your message about revoking the contract. We will use the same means of payment for the repayment which you used for the transaction, unless we agreed upon using a different one.

We are allowed to refuse the repayment until we receive all ordered items back or until you present the evidence of sending the item(s) back – whichever is the earlier point of time.

You have to send the item(s) back immediately and always at the latest within fourteen days, starting from the date on which you informed us about the revocation. You are obliged to send or return the item(s) to us (address mentioned above). The deadline is maintained if you send the item(s) before the end of the revocation period which lasts fourteen days.

You have to pay for sending the delivered item(s) back. In case you ordered (an) item(s) that cannot be sent on a usual postal way, we are able to pick it/them up at your address. In this case, the costs will not exceed 30 euros.

You will be charged for a possible loss of value only if it cannot be ascribed to a non-proper way of dealing with the item(s) after we inspected the condition, quality and functionality.

### **End of legal revocation notification**

#### **§4 Delivery**

1. Usually, the Publisher delivers orders within three work days, counted from the first work day after receiving the order, to the address provided by the Customer.
2. If it turns out during the process of verification that the ordered product is – even though declared to be available by the Publisher – not available, the Customer will immediately be informed. The Customer may then decide to maintain or withdraw the decision to buy the item. If the Customer has already paid the entire due amount, the Publisher will pay it back.
3. Delay in delivery which arise after the Publisher has transmitted the items to the shipping company, cannot be ascribed to the Publisher.
4. The publisher has the right to make partial deliveries, when this is reasonable for the Customer. The publisher will bear any costs resulting from the partial deliveries.

5. Only if the Publisher agrees to a delivery deadline in written form, it will be binding.
6. If a delivery cannot be completed because of errors in the Customer's address that was transmitted to the Publisher, the Customer is to be charged for the additional fees which will arise due to the correction and renewed delivery by the Publisher.
7. If a delivery to the address which was given to the Publisher is not possible because a recipient is not present, the Customer will have to pay the additional costs for second delivery attempt.

#### **§5 Shipping Costs**

1. Deliveries within Germany, to Austria and Switzerland are free of any shipment charges.
2. In case of deliveries to European countries apart from those mentioned under number 1., we charge a shipping cost of 7.50 Euros per each delivery.
3. The following costs apply to deliveries to non-European nations:
  - for the first book of a delivery: 10.50 Euro
  - for the second book of a delivery: 6.50 Euro
  - for every further book of a delivery: 5.50 Euro
4. Deliveries according to numbers 2 or 3 may be marked with "Priority/Air mail." The additional charge for this label is 1.00 Euro per each book of a delivery.

#### **§6 Import Charges**

In case of a delivery to countries other than the Federal Republic of Germany, the import charges, taxes or custom duties in the Customer's country have to be paid by the Customer.

#### **§7 Prices**

1. All our product prices include the German VAT (value added taxes).
2. All prices included in the Publisher's program and presentation are prices according to the price maintenance law of Germany if they are not labelled as "Unverbindliche Preisempfehlung" (UVPetail price (RRP)).
3. National resellers are bound to the SRP which the Publisher determined.
4. Deliveries to Customers within the EU, who have an identification number at their disposal and provide this number to the Publisher ahead of the payment, will be delivered without the German VAT. If the Customer demands changes in the bill by referring to his identification number, the Publisher may charge the Customer for the additional administration costs which arise during this process.
5. The bills addressed to authors, editors etc., who get a discount according to the contract, always include the discount. This also accounts for deliveries abroad if the Publisher sends an advance invoice.

#### **§8 Payment Terms and Conditions**

1. All invoices – independent of the destination – are issued in Euro.
2. Deliveries within Germany, to Austria, France and Switzerland are carried out in open accounts, the reliability of the Customer has to be given. In the case of non-reliability, the Publisher first sends an advance invoice.
3. Deliveries to nations other than those mentioned under 2. have to be carried out either by means of an advance invoice or a credit card payment.
4. If the Customer has not paid for all earlier bills by the time of a new order, the Publisher may decide to send an advance invoice for the new order.
5. The entire due amount of an open account or an advance invoice has to be paid after receiving the bill. The amount of money has to be transferred to one of the accounts which can be found on each invoice.
6. Customers from abroad have to make sure that the Publisher receives the entire due amount. Adding, the Customer is responsible to pay all fees that may arise during an international bank transfer.

#### **§9 In the Case of Default with Payment**

1. If the Customer is in default with payment, the Publisher may demand late interest at 5 per cent above the base rate pursuant to section 247 of the German Civil Code (BGB). If the Customer is a business customer, late interest is 8 % above the base rate. After the second warning notice, dunning costs will be levied in addition to the invoiced amount and late interest. The Publisher's right to claim further loss or other rights shall remain unaffected. The Customer provide proof that no loss at all or only a much smaller loss has arisen.
2. If the Customer is in default of payment, the statutory provisions will apply.

3. The Customer may only set off against counterclaims which have been bindingly determined by a court of law, are undisputed or were acknowledged by the Publisher. The Customer may only assert a right of retention on the basis of counterclaims which are based on the same contractual relationship and are undisputed and were bindingly determined by a court of law or are ready for the decision by a court.

#### **§10 Warranty**

The Customer's defect claims have to be according the official and legal regulations.

#### **§11 Liability**

1. The Publisher is responsible for intent or gross negligence, for fraudulent conceals of flaws, for the acceptance of the guarantee of quality as well as for physical injuries. The regulations of the product liability law are unaffected.
2. The Publisher is responsible for any other damages which are caused due to an act of negligence only if a duty is disobeyed that is of a particular importance for the adherence to the contract (cardinal duties) and as far as the amount of our liability will be limited to the typical foreseeable damage. Any further liability for damage claims, especially for damages which do not effect the ordered item as such, for a loss of profit or other financial losses is excluded. To the extent that our liability is restricted or excluded by the above provisions, this will also apply to our legal representatives, employees and vicarious agents.
3. The Publisher is not responsible for technical problems (e.g. wire faults, power cuts and further problems on the internet or within the telecommunication infrastructure or any further circumstances (e.g. war, strike, flooding, a nation's restrictions), which are beyond the range of the Publisher's influence.

#### **§12 Reservation of Title**

Fixed items as well as those delivered on the basis of the right of remission or items delivered on sale or return remain property of the Publisher until the time of paying the total due amount (compensation by means of changes or check until the moment of encashment). The same accounts for all earlier and future claims which result from the contract, too.

#### **§13 Data Protection Statement**

This Data Protection Statement is valid until 24 May, 2018, 24:00 h. From 25 May, 2018, 0:00 h on our Data Protection Statement according to the General Data Protection Regulation (GDPR) of the EU is valid. Its German version is available through the button

[Datenschutz](#)

in the left column of the homepage of our website.

1. Data assessment, processing and usage of personal data: The Publisher commits himself to protect the privacy of all Customers who order his items. Besides, the Publisher will keep all personal data in confidence. The basis of this promise are the respective legal regulations. The Customer's data will mainly be used for the processing of the contract agreement. If the Publisher makes use of the data for his advertising purposes, the Customer agrees to this usage. However, he has the right to revoke this agreement anytime. The revocation is to be sent to:

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2. Correction, blocking and deletion of personal data: Customers of the Publisher, who registered online by means of the online shop, may edit and consult their information any time after the online registration.

#### **§14 Final Provisions**

1. These Terms and Conditions are governed by the substantive law of the Federal Republic of Germany.
2. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.
3. If the Customer is a merchant, separate legal entity under public law or a separate fund under public law, the sole legal venue for all disputes arising under these General Terms and Conditions is Bochum. The same applies if the Customer does not have a general legal venue in Germany.

4. If individual provisions of the contract between the Publisher and the Customer, including these General Terms and Conditions, are or become wholly or partially invalid, this will not affect the validity of the remaining provisions.