

# General Terms and Conditions in Online Purchasing and B2C Business

## § 1 General Provisions

- (1) The following General Terms and Conditions of Business are an integral part of the contractual relationships that come into being when the customer places orders with Brockhaus Kommissionsgeschäft **GmbH**, via the website or other order channels of a publisher affiliated with the proprietary trading of Brockhaus Kommissionsgeschäft GmbH. Brockhaus Kommissionsgeschäft GmbH (supplier) is the delivery partner of these publishers.
- (2) Customers within the meaning of these General Terms and Conditions are exclusively consumers within the meaning of § 13 BGB (German Civil Code), i.e. natural persons who conclude the respective legal transaction for a purpose that is neither related to their commercial nor their independent professional activity.
- (3) If the customer is an entrepreneur within the meaning of § 14 BGB (German Civil Code) and concludes the contract in the exercise of his commercial or independent professional activity, the B2B terms and conditions of delivery and payment of Brockhaus Kommissionsgeschäft GmbH shall apply exclusively.
- (4) The General Terms and Conditions shall apply in the version valid at the time of conclusion of the contract. These are available at [www.brocom.de](http://www.brocom.de) in a storable and printable version.

## § 2 Conclusion of contract

- (1) The presentation of the goods in the online shop does not constitute a binding offer by the provider. It is an invitation to the customer to make a binding offer to the supplier.
- (2) The purchase contract is concluded when the buyer sends the electronic order form by mouse click and thus submits an offer to the supplier to conclude a purchase contract, which the supplier accepts by sending the goods. By sending the order form, the customer also accepts these General Terms and Conditions as decisive for the legal relationship with the supplier.
- (3) Confirmations of receipt by the provider or the publisher do not constitute a binding acceptance of the offer.

## § 3 Prices and additional costs

- (1) For online orders, the bound EURO [D] prices for the Federal Republic of Germany at the time of the order shall apply **exclusively**. These prices include the respective statutory value added tax.
- (2) All EURO-[A]-prices have been set by our Austrian exclusive distributor as legal retail prices in Austria. Swiss prices are recommended retail prices in Switzerland. Austrian and Swiss prices are for information purposes only.
- (3) Any costs for payment and shipping incurred in addition to the price of the goods will be clearly communicated to the customer on the Publisher's order page and can be accessed there.

## **§ 4 Delivery, shipping costs, transfer of risk, Retention of title**

- (1) The delivery of the goods takes place worldwide. The order is always delivered in one shipment. The goods will be delivered in 4 working days at the latest. Delivery will be made to the delivery address provided by the buyer.
- (2) Operational disruptions, strikes, traffic and other obstacles for which the provider is not responsible shall release the provider from the fulfilment of the order. No claims can be made against the supplier for any damage caused as a result.
- (3) If the order cannot be executed within the delivery period because the product has not yet been published, is temporarily out of stock or no longer available or is subject to other delivery restrictions, the supplier reserves the right not to execute the order. In this case, the customer will be informed immediately of the non-availability and any purchase price already paid will be refunded without delay.
- (4) The delivery of the goods shall be at the risk of the supplier. The risk of accidental loss and accidental deterioration of the goods shall pass to the customer upon handover to the customer.
- (5) The goods remain the property of the supplier until the purchase price has been paid in full.

## **§ 5 Due date and payment, default**

- (6) The purchase price is due immediately and payable without deduction. Payment is possible by direct debit (only from a German account), by credit card (only EUROCARD or VISA) or bank transfer in the case of an open invoice or after receipt of an advance invoice. The advance invoice will be sent to the buyer by e-mail no later than 2 working days after the order, provided that the supplier has a valid e-mail address.
- (7) In the event of a delay in payment, the Provider shall be entitled to charge default interest in the amount of 5% above the respective base interest rate announced by the Deutsche Bundesbank. The assertion of any further damage caused by default shall remain unaffected.

## **§ 6 Retention, set-off**

The buyer may only exercise a right of retention if his counterclaim is based on the same contractual relationship. The customer is only entitled to a right of set-off if his counterclaims have been legally established, are undisputed or have been recognised by the supplier.

## **§ 7 Rights of the customer in the event of defects**

- (1) With regard to the type, scope and quality of the goods, only the information provided in the order confirmation shall be authoritative.
- (2) The customer is obliged to notify the supplier of obvious material defects and defects of title within 2 weeks after receipt of the goods. The timely dispatch of the notification shall be sufficient to meet the deadline.

- (3) The rights of the customer in the event of defects to subsequent performance, withdrawal from the contract or reduction of the purchase price shall be determined in accordance with the statutory provisions. If there is a defect in the goods for which the supplier is responsible, the supplier is, however, initially entitled to choose between rectification of the defect or replacement delivery. If the removal of the defect or the replacement delivery fails, the buyer is entitled to withdraw from the purchase contract or to demand a reduction.
- (4) Goods that have not been ordered or are defective must be returned to the supplier by the buyer without delay, stating the exact description of the goods and the nature of the defect; a copy of the invoice must be enclosed. The costs for the return of non-ordered or defective goods will be reimbursed to the buyer in any case, however, carriage forward shipments will not be accepted by the supplier.
- (5) The provider is only liable for intent and gross negligence.

## **§ 8 Data protection**

Please see the separate Privacy Policy link on our website:

[https://www.brocom.de/fileadmin/user\\_upload/PDF/datenschutzerklaerung\\_brocom\\_eu\\_aktuell.pdf](https://www.brocom.de/fileadmin/user_upload/PDF/datenschutzerklaerung_brocom_eu_aktuell.pdf)

Depending on your browser, you may have to copy the link and enter it as a new URL address!

## § 9 Right of withdrawal

- (1) The customer has the right to revoke his contractual declaration within 14 days without giving reasons by means of a clear declaration (e.g. letter, fax, email). The period begins on the day on which the customer or a third party named by him who is not the carrier has taken possession of the goods or, in the case of a contract for several goods which the customer has ordered as part of a single order and which are delivered separately, on the day on which the customer or a third party named by him who is not the carrier has taken possession of the last goods. The timely dispatch of the revocation to the supplier shall be sufficient to comply with the revocation period.
- (2) The right of withdrawal does not apply to contracts for the delivery of audio or video recordings or of software if the delivered data carriers have been unsealed by the customer, or to the delivery of newspapers, journals and magazines with the exception of subscription contracts.
- (3) If the Customer revokes this contract, the Provider shall repay to the Customer all payments received by the Provider from the Customer, including delivery costs (with the exception of additional costs resulting from the fact that the Customer has chosen a type of delivery other than the cheapest standard delivery offered by the Provider), without undue delay and no later than within fourteen days from the day on which the notification of the revocation of this contract is received by the Provider. For this repayment, the Provider shall use the same means of payment that the Customer used for the original transaction, unless expressly agreed otherwise with the Customer; in no case shall the Customer be charged any fees due to this repayment. The supplier may refuse repayment until he has received the goods back or until the customer has provided proof that he has returned the goods, whichever is the earlier.
- (4) The customer must return or hand over the goods to the supplier without delay and in any case no later than fourteen days from the day on which he notifies the supplier of the revocation of this contract. The deadline is met if the customer sends the goods before the expiry of the period of fourteen days.
- (5) Depending on the specifications of the publisher affiliated to Brockhaus/Commission's proprietary trading, the costs of returning the goods shall be borne by the supplier or the orderer / buyer. The costs are estimated at a maximum of about EUR 5.
- (6) The customer shall only be liable for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for testing the quality, characteristics and functioning of the goods.

## § 10 Applicable law

German law shall apply to the entire legal relationship between the buyer and the supplier to the exclusion of the UN Convention on Contracts for the International Sale of Goods. In the event of any resale, the Buyer shall observe the German price maintenance regulations.

## § 11 Severability clause

Should individual provisions of the contract, including these provisions, be invalid in whole or in part, or should the contract contain a loophole, the validity of the remaining provisions or parts of such provisions shall remain unaffected. The invalid or missing provisions shall be replaced by the respective statutory provisions.

### **Consumer information on the conclusion of distance contracts and further information on e-commerce**

The following information does not constitute contractual terms. The terms of the contract are exclusively the General Terms and Conditions.

The customer receives this consumer information and the General Terms and Conditions in text form at the latest upon delivery of the goods. Every customer can call up the information at any time from the publisher's website, print it out, save it or download it as a pdf file.

#### **1. Identity and summonable address of the provider**

Brockhaus Kommissionsgeschäft GmbH  
Kreidlerstraße 9  
D-70806 Kornwestheim

Phone: +49 (0)7154-13270  
Fax: +49 (0)7154-132713  
Email: [info@brocom.de](mailto:info@brocom.de)

Managing directors authorised to represent the company:  
Matthias Heinrich, Joachim Bachmann  
Register Court Ludwigsburg, HRB 3242  
Ust-Id. DE 146124076

#### **2. Language**

The exclusive contractual language is German.

#### **3. Conclusion of contract, correction of input errors, storage and accessibility of the contract text**

Information about the ordering process, the conclusion of the contract, the correction of input errors, the storage and accessibility of the contract text are clearly communicated on the Publisher's order page and can be accessed there.

#### **4. Essential characteristics of the goods**

The essential features of the goods offered can be found in the respective product descriptions in the online shop.

## **5. Reservations, price of goods, costs for payment and shipping, warranty conditions**

With regard to reservations, the price of the goods, the costs of payment and shipping and the warranty conditions, reference is made to the General Terms and Conditions.

## **6. Cancellation policy / Right of withdrawal**

- You have the right to revoke your contractual declaration within 14 days without giving reasons by means of a clear declaration (e.g. letter, fax, email). You can use the attached model cancellation form for this purpose, which is, however, not mandatory. The period begins on the day on which (variant 1) you or a third party named by you, who is not the carrier, has taken possession of the goods, or (variant 2) in the case of a contract for several goods which you have ordered as part of a single order and which are delivered separately, on which you or a third party named by you, who is not the carrier, has taken possession of the last goods. To comply with the cancellation period, it is sufficient to send the cancellation to the supplier in good time.
- The right of withdrawal does not apply to contracts for the delivery of audio or video recordings or of software if the delivered data carriers have been unsealed by the customer, or to the delivery of newspapers, journals and magazines with the exception of subscription contracts.
- If you withdraw from this contract, the Supplier will repay to you all payments that the Supplier has received from you, including the delivery costs (with the exception of the additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by the Supplier), without undue delay and at the latest within fourteen days from the day on which the notification of the withdrawal from this contract is received by the Supplier. For this repayment, the Provider shall use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case shall you be charged any fees due to this repayment. The supplier can refuse the repayment until he has received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.
- You must return or hand over the goods to the supplier without delay and in any case no later than fourteen days from the day on which you notify the supplier of the revocation of this contract. The deadline is met if you send the goods before the end of the period of fourteen days.
- Depending on the specifications of the publisher affiliated to Brockhaus/Commission's proprietary trading, the costs of returning the goods shall be borne by the supplier or the orderer / buyer. The costs are estimated at a maximum of about EUR 5.
- You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for testing the quality, characteristics and functioning of the goods.

## **7. Consumer information**

We would like to point out that the online platform of the EU Commission for out-of-court online dispute resolution (ODR platform), which is available at <http://ec.europa.eu/consumers/odr, is> ready for operation. We are currently not willing and not obliged to participate in a dispute resolution procedure before a consumer arbitration board.

Our e-mail address is: [info@brocom.de](mailto:info@brocom.de)

Enclosure: *Model cancellation form*

To  
Brockhaus Kommissionsgeschäft GmbH  
Kreidlerstraße 9  
D-70806 Kornwestheim

Phone: +49 (0)7154-13270  
Fax: +49 (0)7154-132713  
Email: info@brocom.de

I/we (\*) hereby revoke the contract concluded by me/us (\*) for the purchase of the following  
Goods (\*)/the provision of the following service (\*):

Ordered on (\*)/received on (\*)

Name of the consumer(s)

Address of the consumer(s)

Signature of the consumer(s) (only in the case of notification on paper)

Date

(\*) Delete as applicable.

**Note on the text:**

The preceding text was translated by an online translation software. The German text of the Rules of Procedure is legally binding.