

## General Terms & Conditions (GT&C) for using the telc gGmbH Online Shop

### § 1 Field of Application

For the business relationship between telc gGmbH and yourself as customer of the telc Online Shop under the URL [www.telc.net/shop.html](http://www.telc.net/shop.html), the following General Terms and Conditions (GTCs) in their latest version at the time of ordering apply exclusively, as they are displayed, storable and printable under the URL [www.telc.net/en/terms-regulations.html](http://www.telc.net/en/terms-regulations.html). Any deviating conditions of the ordering party are not recognised by telc gGmbH unless their application has been expressly agreed to in writing.

### § 2 Conclusion of a Contract

An online order is placed when the merchandise is placed in the shopping basket and the button "buy now" is clicked. By placing an order, the purchaser makes a binding declaration that he/she wishes to obtain the merchandise. The customer is then notified of receipt of the order by e-mail without delay. A purchase contract comes into force between telc gGmbH and the customer on delivery of this confirmation of receipt of order.

### § 3 Notice regarding Right of Cancellation for print products

#### Right of Cancellation

You have the right to cancel this contract within 14 days of either yourself or a third party nominated by you who is not the carrier taking possession of the merchandise (or the last merchandise, partial consignment or piece in the case of a contract for different merchandise of a uniform order or the delivery of merchandise in multiple partial consignments or pieces), without having to give a reason.

To exercise your right of cancellation, you must notify us (telc gGmbH, Bleichstrasse 1, 60313 Frankfurt am Main, telephone: 069/956246-10, fax: 069956246-62, e-mail: [shop@telc.net](mailto:shop@telc.net)) by means of a clear statement such as a letter sent by post, a fax or an e-mail) of your decision to cancel the contract. For this purpose you may use this [specimen cancellation form](#), the use of which is however not mandatory. You may also complete the specimen cancellation form or other clear statement and dispatch it to us electronically.

The cancellation period is deemed satisfied if you dispatch the notice of cancellation before expiry of the period for cancellation.

#### Consequences of cancellation

If you cancel this contract, we have to reimburse you with all payments we have received from you, including costs of delivery (with the exception of additional charges incurred by your selecting a form of dispatch other than the most economical standard dispatch as offered by us), without delay and at the latest within 14 days from the day on which we receive notice from you of cancellation of this contract. For this reimbursement we use the same method of payment as you used in the original transaction, unless an alternative has been expressly agreed with you; in no case will charges be levied against you in respect of this reimbursement. We may decline to make

the repayment until either we have taken delivery of the goods sent back or you have provided proof of having sent the goods back, according to whichever was the earlier date.

You are obliged to send back or hand over the merchandise [to us](#) in any event at the latest within 14 days of the day on which you notified us of cancellation of this contract. This time limit is deemed to have been met provided you dispatch the merchandise before expiry of the 14-day time limit. You bear the immediate costs of returning the merchandise. You will only be responsible for reimbursing any loss in value if such loss is a result of unnecessary handling of the goods when inspecting them as to their quality, properties and functionality.

## **END OF THE NOTICE REGARDING RIGHT OF CANCELLATION FOR PRINT PRODUCTS**

### **§ 4 Notice regarding Right of Cancellation for digital products**

#### **Right of Cancellation**

You have the right to cancel this contract within 14 days without having to give a reason. The 14-day period commences from the day on which the contract is established.

To exercise your right of cancellation, you must notify us (telc gGmbH, Bleichstrasse 1, 60313 Frankfurt am Main, telephone: 069/956246-10, fax: 069956246-62, e-mail: [shop@telc.net](mailto:shop@telc.net)) by means of a clear statement such as a letter sent by post, a fax or an e-mail, of your decision to cancel the contract. For this purpose you may use this specimen cancellation form, the use of which is however not mandatory.

The cancellation period is deemed satisfied if you dispatch the notice of cancellation before expiry of the period for cancellation.

#### **Consequences of cancellation**

If you cancel this contract, we have to reimburse you with all payments we have received from you, without delay and at the latest within 14 days from the day on which we receive notice from you of cancellation of this contract. For this reimbursement we use the same method of payment as you used in the original transaction, unless an alternative has been expressly agreed with you; in no case will charges be levied against you in respect of this reimbursement.

## **END OF THE NOTICE REGARDING RIGHT OF CANCELLATION FOR DIGITAL PRODUCTS**

#### **Note**

The right of cancellation lapses prematurely in the case of a contract for supply of digital content other than on a physical data-carrier once the Provider has started with execution of the contract. This is subject to the user's express agreement that the Provider should begin carrying out the contract before expiry of the cancellation period, and confirming that (s)he is aware that the right to cancellation lapses when carrying out the contract is commenced.

### **§ 5 Reservation of Non-availability**

telc gGmbH reserves the right of non-compliance with the order if the item ordered is unexpectedly unavailable on a long-term basis. In this case, telc gGmbH will notify the non-availability without delay and will reimburse any purchase price paid immediately.

### **§ 6 Carriage Costs**

A carriage charge of 3.95 euro is levied on all deliveries with the German Federal Republic. Deliveries within the EU are subject to a carriage charge of 6.90 euro and consignments outside the EU are subject to a charge of 12.90 euro. Carriage costs will not be charged for orders only consisting of digital products not supplied on a physical data carrier.

### **§ 7 Goods Returned**

In the case of cancellation (see § 3 or § 4 respectively) the customer bears the regular costs of return carriage when the merchandise corresponds with the goods ordered. In the case of an incorrect delivery, telc gGmbH bears the costs of return carriage.

### **§ 8 Conditions of Payment and Delivery**

Delivery time for titles available is about three to five working days. The purchase price and the respective carriage costs must be paid directly with order by the selected method of payment. For purchases of digital products, telc gGmbH reserves the right to transmit the invoice electronically. Credit card payments are processed by PAYONE GmbH, Fraunhoferstraße 2-4, 24118 Kiel, Germany - Registered Office: Kiel / Court of Registry HRB 6107 / Managing Directors: Carl Frederic Zitscher, Jan Kanieß / a company of the Sparkassen-Finanzgruppe.

Special conditions apply to booksellers.

### **§ 9 Goodwill Returns**

If goods are returned and accepted by telc gGmbH for reasons of goodwill independently of any legal cancellation right, this does not create a legal precedent even in case of repetition.

### **§ 10 Retention of Title**

Title remains vested in telc gGmbH until the delivery is paid for in full.

### **§ 11 Data Protection**

telc gGmbH collects, processes and utilises the data of the customer only within the framework of legal provisions. This data protection statement applies exclusively to use of the website provided by telc gGmbH. It does not apply to websites of other service providers, to which telc gGmbH only refers by means of a link.

When using the telc gGmbH website, the customer remains anonymous provided he or she gives no personal data on a voluntary basis. Personal data are only recorded when this is necessary to use the services offered on the website and in particular for filling out forms.

telc gGmbH will treat the data provided by the customer as strictly confidential. telc gGmbH gives no personal data to third parties without the express authority of the customer, unless legally compelled to do so. telc gGmbH does however give notice that data transmission by Internet is not necessarily secure and the possibility always exists that third parties may capture customer data or falsify them.

In the context of notifying telc gGmbH customers of new products etc., the company will only send them e-mails when they have explicitly agreed and authorised telc gGmbH to use their e-mail address for this purpose.

### **§ 12 Applicable Law; Court of Jurisdiction**

German law applies, to the specific exclusion of the UN CISG (Sale of Goods Convention). Except as otherwise legally provided, place of fulfilment and court of jurisdiction shall be Frankfurt/Main. Each party is nevertheless entitled to take action against the other at its own headquarters.

As an e-seller, we are obliged to inform you of the platform for Online Dispute Resolution provided by the European Commission: <http://ec.europa.eu/consumers/odr/>. We are not participating in dispute settlement procedures before a consumer arbitration board.

Status: 27 September 2017