

General Business Terms and Conditions: Online shop

valid from 1 September 2021

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§ 1 Scope

1. These General Business Terms and Conditions (German abbreviation: AGB): Online shop shall apply to legal transactions regarding physical goods (e.g. printed books) and digital goods (e.g. e-books) between telc gGmbH and each natural person or legal entity that places an order via the telc online shop (<http://www.telc.net/shop>) insofar as they are consumers within the meaning of Section 13 German Civil Code [Bürgerliches Gesetzbuch – BGB] (hereinafter: Ordering Person/Orderer).
2. These General Business Terms and Conditions shall not apply to commercial resellers. The Terms of Delivery and Terms of Payment for Resellers shall apply hereto.
3. The General Business Terms and Conditions shall apply in their respective version valid at the time of the order

§ 2 Conclusion of contract

1. The purchase contract shall be concluded with telc gGmbH.
2. The presentation of the products in the online shop shall not represent a legally binding offer, but a non-binding online catalogue. Orderers can initially place the products in the shopping basket without obligation and correct their input at any time before sending the binding order by using the correction aids envisaged for this purpose in the order flow.
3. A binding order will be triggered when Orderers send the order by selecting the pushbutton “order with costs” to telc gGmbH. The receipt of the order will be confirmed by email from the online shop. The order confirmation shall not represent any acceptance of the offer but merely informs of the receipt of the order. A purchase contract shall only be concluded when the ordered goods are sent or are made available digitally.
4. Orderers may revoke the purchase within 14 days. The details in this respect are regulated by the instructions on revocation.
5. If delivered goods are taken back by telc gGmbH for reasons of goodwill irrespective of the statutory right of revocation, no legal claim to have the goods taken back shall be established from this either in case of repeated goodwill.
6. telc gGmbH reserves the right to refrain from the delivery of the order if the ordered goods are permanently not deliverable without own fault or the order is carried out on the basis of a typing or calculation error in the online shop. In this case telc gGmbH shall inform about the non-availability or the error without delay. It will refund an already paid purchase price without delay.

§ 3 Prices, terms of payment and reservation of title

1. All prices are stated in Euro and are deemed including the German value added tax envisaged by law. The prices stated in the online shop shall apply; the right is reserved to make price changes compared to printed information.
2. Invoices will be transmitted electronically.
3. The shipping costs shall be borne by the Ordering Person. They will be displayed before conclusion of the order in the online shop still. In case of deliveries overseas the Ordering Person has, if applicable, to bear any due additional taxes and customs duties. If the order exclusively consists of digital products, the shipping costs will cease to apply.
4. The Ordering Person has the choice between the types of payment stated within the scope of the order process via the section “Payment and overview”:
 - Immediate transfer
 - Credit card: The Ordering Person will be forwarded in the order process to the website of the payment service provider, PAYONE GmbH, Fraunhoferstraße 2-4, 24118 Kiel, which processes the payment for telc gGmbH.
 - PayPal: In order to be able to use this payment type the Ordering Person must be a registered user of PayPal. He will be forwarded to the website of PayPal where he must prove his legitimation as a PayPal user with the access data and must confirm the payment instruction to telc gGmbH. The amount from the confirmation will be charged hereby to the Ordering Person at PayPal immediately. Should it be determined in the further order

process that the ordered products are no longer deliverable the corresponding amount will be credited to the PayPal account of the Ordering Person in full without delay.

- Invoice: The purchase against invoice is possible from an order value of EUR 5.00. The invoice amount is due immediately without deduction and is to be settled by the Ordering Person by bank transfer.
 - Teachers can order one test copy each of textbooks and workbooks at a discount of 25 per cent. Test items are personal and cannot be given to institutions. Proof of the teaching activity is to be submitted in case of first orders.
5. Already delivered goods shall remain the property of telc gGmbH until they have been paid in full.
 6. In the event of revocation, the Ordering Person has to pay the direct costs for the return shipment.

§ 4 Terms of delivery

7. The delivery of the goods shall be carried out to the stated delivery address.
8. Orders will be carried out as a rule on the workday after receipt of the order. The adherence to a certain delivery date can, however, not be assured.
9. Digital goods will, as a rule, be made available without delay.

§ 5 Licence for use with digital goods

10. Through the purchase of digital goods such as eBooks or audio files the Ordering Person shall receive a simple, non-transferable right to use the goods for personal use, which is revocable before full payment of the agreed remuneration.
11. The content-related or editorial change of the goods or the use of changed versions or copying for third parties, making accessible to the public respectively forwarding of the goods, placing them on the Internet or in other network media against payment or free of charge, their resale and/or any other type of use for commercial purposes is not permitted, unless a resale has been expressly agreed.

§ 6 Warranty and damages in transit

12. The statutory warranty rights shall exist in case of material defects and defects of title. All claims due to defects shall become statute-barred after two years from delivery of the goods.
13. Orderers are principally requested to check the goods immediately upon delivery for completeness, obvious defects and damages in transit and to notify telc gGmbH as well as the transport company of complaints as soon as possible. This way they support telc gGmbH to assert the damages against the freight forwarder respectively the transport insurance. If this notification is not carried out this shall have no implications on statutory warranty claims.

§ 7 Liability

14. For claims owing to damages, which were caused by telc gGmbH, its legal representatives or vicarious agents, telc gGmbH shall always be liable to an unlimited extent in case of injury to life, the body or the health, in case of wilful or grossly negligent breach of obligation, with promise of guarantees, as far as agreed or insofar as the field of application of the German Product Liability Act applies.
15. With the breach of essential contractual obligations, the fulfilment of which renders the proper implementation of the contract possible at all and the compliance with which the contractual partner may rely on as a rule (cardinal obligations), by slight negligence of telc gGmbH, its legal representatives or vicarious agents the liability is limited with respect to the amount to the damages that are foreseeable upon conclusion of the contract, the occurrence of which must typically be expected.
16. Incidentally, claims for damages are excluded.

§ 8 Place of jurisdiction, dispute resolution, severability clause

17. German law shall apply under the explicit exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). Insofar as not otherwise regulated by law the place of performance and place of jurisdiction is Frankfurt am Main.
18. The European Commission provides a platform for the online dispute resolution under <http://ec.europa.eu/consumers/odr/>. Orderers can use the platform for the dispute resolution. In this context telc gGmbH is obliged to refer to its email address. This is info@telc.net.
19. telc gGmbH will not take part in a dispute resolution procedure before a consumer arbitration board; there is no obligation to do so. However, it offers to settle possible differences in opinion from this contract amicably.
20. Should individual provisions of these General Business Terms and Conditions be or become invalid this shall have no effect on the validity of the other provisions, nor on the other content of the individual contracts concluded based on these General Business Terms and Conditions.
21. In the event of linguistic discrepancies between various language versions of the General Business Terms and Conditions the German version shall be decisive for the inconsistent part.

Instructions on revocation

Right of revocation of the Orderer

You have the right to revoke this contract within fourteen days without stating any reasons. The deadline for revocation is fourteen days from the day, on which you or a third party named by you, which is not the carrier, have or has taken possession of the last goods. In the event of a contract regarding several goods of a uniform order or the delivery of goods in several partial shipments or pieces the deadline shall begin with the receipt of the last good or partial shipment or piece.

In order to exercise your right of revocation you must inform telc gGmbH by means of a clear declaration (for example a letter sent by post to telc gGmbH, Bleichstraße 1, 60313 Frankfurt am Main, a fax to the number +49 69 95624662 or an email to shop@telc.net) of the decision to revoke this contract.

You may complete and send the sample revocation form or another clear declaration also on our website (www.telc.net) electronically. If you use this possibility, we will send you without delay (e.g. by email) a confirmation of the receipt of the revocation.

In order to adhere to the deadline for revocation it is also sufficient if you send the notification of the exercising of the right of revocation before expiry of the deadline for revocation.

Consequences of the revocation

If you revoke this contract we have to repay you all payments, which we have received from you, including the delivery costs (with the exception of the additional costs, which arise from the fact that you chose another type of delivery than the most reasonable standard delivery offered by us), without delay and at the latest fourteen days from the day, on which the notification of your revocation of this contract was received by us.

For this repayment we will use the same means of payment that you used with the original transaction, unless explicitly otherwise agreed with you. In no way will charges be made to you because of this repayment.

We can refuse the repayment until we have received the goods back or you have provided proof that you have sent the goods back, depending on which time is sooner.

You have to return or hand the goods over to us without delay and in any case at the latest within fourteen days from the day, on which you have informed us of the revocation of the contract. The deadline shall be adhered to if you send the goods before expiry of the deadline of fourteen days.

You shall bear the direct costs of the return shipment of the goods. You must only pay for a possible loss of value of the goods if this loss of value is a result of a handling of the goods that was not necessary to inspect the condition, features and functionality of the goods.

Lapse of the right of revocation for digital products

A right of revocation shall not exist under the aforementioned prerequisites with digital products, which can be downloaded directly after purchase.

When ordering digital products Orderers explicitly agree that downloads and accesses to online products will be made available before expiry of the deadline for revocation without delay by telc gGmbH. Furthermore, they explicitly confirm that they acknowledge that by this consent the right of revocation for download products and online products lapses.

Sample revocation form

In the event of a revocation Orderers will complete this form:

I/we (*) hereby revoke the contract concluded by me/us (*) regarding the purchase of the following goods:

- Ordered on (*) / received on (*):
- Customer number (please enter):
- Name:
- Address:
- Signature (only with notification on paper):
- Date:

(*) Please delete that which is not applicable.

This form is to be sent to: telc gGmbH, Bleichstraße 1, 60313 Frankfurt, Fax: +49 (0)69-956246-62, email: shop@telc.net



telc gGmbH

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