

# Dähne Verlag

## General Terms and Conditions / Terms of Use

### 1. General

(1) These General Terms and Conditions are valid for all legal relationships in Germany between the company Dähne Verlag GmbH (henceforth "the supplier"), Am Erlengraben 8, 76275 Ettlingen, (registered in the commercial register of the local court of Mannheim under HRB 360363), represented by the CEO Marc Dähne, and his clients using the online shop **[www.daehne.com/terms-and-conditions](http://www.daehne.com/terms-and-conditions)**. A contract that deviates from the terms

and conditions is not possible, any general terms and conditions of the client will be refused.

(2) Our General Terms and Conditions at the time of the conclusion of the contract shall apply. The latest version can be called up at [www.daehne.de/agb](http://www.daehne.de/agb) and can be downloaded free of charge and /or saved and printed out.

(3) All offers, orders, deliveries and services are carried out solely on the basis of these general terms and conditions. For the print and online media advertising business, the **General Terms and Conditions for Advertising Contracts**.

### 2. Conclusion of Contract

By clicking the button (Button: "Buy now") on conclusion of an order, the customer submits a binding offer to purchase the goods / services from the supplier.

The supplier immediately confirms the receipt of order to the customer by email and thereby submits the **General Terms and Conditions** in written form to the customer.

This automatic receipt confirmation alone does not constitute a binding acceptance of the order, but is solely for the customer's information.

The legally binding acceptance of the order follows later either in a second email to the customer, whereby the supplier explicitly confirms the goods / service order and the conclusion of contract or by means of dispatching the goods to the customer. Up until this point in time, the supplier may reject the order, e.g. if the goods are no longer available or if the price has changed.

### 3. Prices and Payment Methods

(1) The prices listed at the time of the order are applicable as shown on the goods / services and later in the shopping basket. All prices shown are gross prices including value added tax (VAT) if applicable. Additional incremental costs or other ancillary costs can be seen on the **price information page** and will be shown to the customer before the order process is completed.

(2) In Germany, the Fixed Book Price law applies to fixed price goods offered by the vendor and are legally binding. Deviations are not permitted by law. Price deviations due to data supply or data-entry errors cannot be ruled out. In this case, the prices are still valid according to the Fixed Book Price law.

(3) The purchase price is due and payable immediately on receipt of the goods or services. In case of payment default, the customer shall be automatically in arrears 10 days after the payment due date.

### 4. Costs for returned goods by cancellation

In case of cancellation, the customer is liable for the regular costs of the returned goods: if the goods supplied correspond to the goods ordered or, if the purchase price of the goods does not exceed 40 Euros or if the price of the goods is higher and the customer has not yet paid for the goods or made a contractually agreed part payment. Otherwise, the return of the goods is free of charge.

## **5. Delivery, Risk Transfer, Retention of Ownership**

(1) The delivery will be made to the address provided by the customer. Goods that the supplier has in stock will be delivered within three working days. If goods are not in stock, the estimated delivery time will be indicated on the online shop.

(2) The delivery of the goods takes place at the supplier's own risk. The risk of accidental loss or deterioration of the goods shall transfer to the customer on handover of the goods.

(3) The goods remain the rightful property of the owner until payment in full has been made.

(4) In case the ordered goods cannot be delivered on time or cannot be delivered at all due to failure to fulfil the contractual obligation to deliver by the first supplier, despite the supplier's previous proper stocking, then the customer will be informed immediately. If the delivery is delayed, the customer can either wait for the goods or cancel the order i.e. withdraw from the contract. If the delivery is impossible, both parties are entitled to withdraw from the contract. In this case, any payments already made by the customer will be refunded immediately.

## **6. The customer's rights in the event of deficiencies**

(1) The warranty shall be in accordance with statutory provisions.

(2) The customer's rights in the event of defects, withdrawal from contract, or reduction of the purchase price shall be governed by the statutory provisions. For possible compensation claims in addition to and in lieu of performance, the provision in clause 7 applies.

## **7. Liability**

(1) The supplier is always liable irrespective of the subsequent liability limitations by fraud or for damages arising from injuries to life, body and health or claims under product liability law.

(2) The supplier is not liable for slightly negligent breaches, provided that no contractual obligations are involved. A contractual obligation is deemed to occur when the obligation forms a basis of the contract, that was crucial to the conclusion of the contract and on which the contractual partner should be able to rely.

(3) Insofar as the supplier is also liable for slight negligence, liability is limited to reasonable, foreseeable damages.

(4) Insofar as the supplier's liability is excluded or limited, this also applies to the liability of legal representatives, employees or the supplier's vicarious agents.

## **8. Compensation**

The customer's right to compensation only exists if his counter-claims have been declared legally binding or are undisputed.

## **9. Right of Cancellation for private Consumers, Cancellation Instructions**

### **Right of Cancellation**

The consumer can cancel the contract declaration in writing (e.g. letter, fax, email) without giving any reasons within 14 days or by returning the ordered goods if they were delivered within the expiry period. The deadline shall commence upon receipt of this cancellation instruction in writing but not prior to the receipt of the goods by the recipient (where similar goods are delivered on a recurring basis, then not before receipt of the first part delivery); in case of provision of services then not before the conclusion of the contract and not prior to fulfilment of our duties to inform under art. 246 s. 2 in connection with s. 1 para 1 and 2 EGBGB (Introductory Law to the German Civil Code) as well as our duties according to §312g para 1 line 1 BGB (German Civil Code) in connection with art. 246 § 3 EGBGB. To ensure the right of cancellation, it is sufficient to send the written cancellation before the expiry period or the goods, respectively. The cancellation should be sent to:

Dähne Verlag GmbH  
Abteilung Vertrieb/Sales Department  
Am Erlengraben 8  
76275 Ettlingen GERMANY

The cancellation can also be sent by email to: [service@daehne.de](mailto:service@daehne.de) or by letter to: Dähne Verlag GmbH, Postfach 10 02 50, 76256 Ettlingen, Germany or by fax to: +49/7243/575-100.

### **Consequences of cancellation**

In the event of a valid cancellation, the mutually received benefits shall be returned and if applicable, any derived profits (e.g. interest) shall be refunded. If you are not able to return the received goods or services, as well as derived profits (e.g. benefits from use) or partly return goods or return in a worse state, then you are required to pay compensation of an equal value. In the case of services provided, this can result in you nevertheless having to satisfy the contractual payment obligations for the period up until cancellation. In the case of delivered goods you must only pay equal value compensation for the deterioration of goods and for derived benefits insofar as mishandling can be proved and exceeds the test of characteristics and functional reliability of the goods. Under "test of the characteristics and functional reliability" is meant: the testing and handling that would normally be possible in a shop. Goods consignable by parcel shipment may be returned at our risk. You must bear the regular expense of the return consignment if the goods supplied correspond to the goods ordered and when the cost of the goods to be sent does not exceed 40 Euros or if the price of the goods is higher and the customer has not yet paid for the goods or made a contractually agreed part payment. Otherwise, the return of the goods is free of charge. Goods that cannot be returned by parcel post must be collected by you. You must satisfy obligations to reimburse payments within 30 days after dispatch of your declaration of cancellation.

### **Special Notes**

In the event of a service, your cancellation right expires prematurely if the contract has been completely fulfilled by both parties upon your express request before you have exercised your right of cancellation.

### **End of Cancellation Instructions**

The right of cancellation does not apply to distance contracts

- for the delivery of goods which are produced according to customer specifications or
- clearly tailored to a person's individual specifications or
- that are not suitable for return due to their nature ( e.g. books, software downloads, download of individual electronic products or
- for the delivery of audio or video recordings or for software provided where the seal has been removed from the data medium by the customer.

### **10. Minimum period for recurring obligation**

Insofar as permanent or regularly recurring services (goods and services delivery) have been agreed, then the minimum term and the cancellation periods from the goods description in the online shop apply.

### **11. Data protection**

The data protection declaration and consent to data utilisation is an integral part of the General Terms and Conditions. For reasons of better legibility, this is listed separately under **Privacy Statement**. Please click **here** to read more.

### **12. Final provisions**

(1) The law of the Federal Republic of Germany has validity except for the UN Law on International Sales. The applicability of binding standards of the state in which the customer is habitually resident shall remain unaffected by this choice of law.

(2) Should one or more provisions in these General Terms and Conditions be invalid or impracticable now or in the future, this does not affect the remaining terms and conditions. In this case, the contracting parties shall be obliged to replace a null and void provision by a legally relevant and effective provision to the benefit of the economic purpose of the parties involved in accordance with their original intention. The same applies to possible contractual loopholes.