

**General Terms and Conditions of Business  
of A. Stein`schen Buchhandlung GmbH  
Steinerstr. 10 • 59457 Werl  
Managing Director Alexander Stein**

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A. Stein`sche Buchhandlung GmbH, Steinerstr. 10, 59457 Werl processes orders on the basis of the following General Terms and Conditions of Business (GTC). The conditions in force in our service on the date of the order are applicable. The customer may download the text on his computer or print it out. We do not acknowledge requests or regulations, which deviate from these conditions, unless this have been separately agreed by us in writing. This contract is governed by the law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the Sale of Goods, even if the order is placed or delivered from or to a country outside the Federal Republic of Germany. For the case of a legal dispute the address for service for our firm is:

**A. Stein`sche Buchhandlung GmbH, Steinerstraße 10, 59457 Werl**

## **§ 1 Scope of the GTC**

1.1 The following General Terms and Conditions of Business apply to business relations between A. Stein`schen Buchhandlung GmbH (hereinafter: vendor) and the purchaser. The vendor does not acknowledge conditions, which deviate from these, unless it has expressly agreed to their validity.

1.2 These General Conditions of Sale and Delivery (hereinafter: GTC) apply to all orders from consumers and enterprises (hereinafter: customer) for the order channels offered. All supplies and services are performed solely on the basis of the following GTC, as amended on the date of the order.

## **§ 2 Conclusion of the Contract**

2.1 By ordering in the online shop you are making a binding offer to the vendor. When you submit an order, we send you an e-mail confirming the receipt by us of your order and setting out the details (order confirmation). This order confirmation does not represent acceptance of your offer; it is simply intended to notify you that we have received your order. The Purchase Contract comes into existence when we accept the offer contained in your order to conclude a purchase contract by delivering the goods.

2.2 You initiate your order by entering all the required information during the order process. Your order is completed when you activate the "send order" under Order Summary by activating the button, which sends your order to us.

## **§ 3 Guidance on revocation**

Consumers have a right of revocation. A consumer is any natural person, who concludes a legal transaction, which cannot be attributed either to his commercial or to his independent professional activity (§ 13 German Civil Code).

### **LEGAL RIGHT OF REVOCATION**

#### **RIGHT OF REVOCATION**

**You have the right to revoke this contract within 14 days without giving reasons. The revocation period is 14 days from the date on which you or a third party nominated by you, who is not the carrier, took possession of the last assignment of goods. In order to exercise your right of revocation, you must notify us,**

**A. Stein`sche Buchhandlung GmbH  
Alexander Stein  
Steinerstraße 10  
59457 Werl  
e-mail: [widerruf@buchversand-stein.de](mailto:widerruf@buchversand-stein.de)  
Telephone: +49 (0)2922 / 9500-100  
Fax: +49 (0)2922 / 9500-333**

**by means of an unambiguous declaration (e.g. in a letter sent by post, in a fax or in an e-mail) of your decision to revoke this contract. You may use the attached Specimen Revocation Declaration Form, but this is not compulsory. To safeguard the revocation it is sufficient to send the notification of the exercise of the rights of revocation prior to the expiry of the revocation period.**

#### **CONSEQUENCES OF REVOCATION**

**If you revoke this contract, we are obliged to refund to you all payments, which we have received from you, including delivery costs (with the exception of any additional costs, which are incurred, because you have selected a type of delivery other than the standard, most cost-effective delivery) without delay and at the latest within 14 days from the date on which we received the notification of your revocation of this contract. We refund your payment by the same payment method, which you used in the original transaction, unless otherwise expressly agreed with you; on no account are you charged a fee for this reimbursement. We may refuse to make the repayment until we have received the returned goods or until you have submitted the evidence that you have returned the goods, depending on which is the earlier point in time. You must return or surrender the goods to us without delay and in any case within 14 days from the date, on which you notified us about the revocation of this contract.**

**A. Stein`sche Buchhandlung GmbH**  
**Steinerstraße 10**  
**59457 Werl**

**The period is complied with, if you despatch the goods prior to the expiry of the period of 14 days. You shall bear the direct costs of returning the goods. You must pay for any loss in value in the goods, only if this loss of value is attributable to handling the goods in a manner not required for checking the properties and condition, the features and mode of operation of the goods.**

**- End of the legal guidance on revocation**

**Exclusion and premature expiry of the right of revocation:**

There is no right of revocation for goods, which have been made to order to customer specification or which are clearly custom-made to suit personal requirements. The same shall apply to articles, which by virtue of their properties and condition are not suitable for return, such as e-books (see also § 9) and downloads. As in the case where the customer expressly consents to the placing of an order, the right of revocation expires for e-books and downloads, since the performance of the contract begins prior to the expiry of the revocation period.

Moreover, there is no right of revocation in the case of distance selling contracts for the supply of audio or video recordings or for software in sealed packaging, if the seal on the data storage media has been broken by the consumer.

In addition, there is no right of revocation in the case of the conclusion of subscriptions to periodicals, or to the supply of newspapers, journals and magazines.

## **§ 4 Reservation of non-availability**

We reserve the right to refuse to fulfil your order, if we do not have the title ordered in stock, the title, which is not in stock, is out of print with the publisher and consequently the goods ordered are not available. In this case we shall notify you without delay that the goods are not available and shall refund to you any purchase price, which you may have already paid.

## **§ 5 Prices**

5.1 All prices are understood to include statutory Value Added Tax and where applicable, shipping costs. Books and publisher's products from German publishers are subject to the fixed book price agreement.

5.2 Prices for deliveries to Austria may vary, because the federal law on the fixed price agreement on books in Austria also obliges dealers outside Austria to comply with the fixed prices. If the actual price is more favourable for the customer, we deliver the order without further demand. However, if the legally fixed price is higher, we shall always consult our customers before delivery.

## **§ 6 Shipping costs**

### 6.1 Germany:

We deliver postage paid within Germany.

### 6.2 Europe:

For deliveries to Austria we charge a flat-rate shipping cost of €6.50, if the order value is less than €30.00. For goods above an order value of €30.00 we deliver postage paid.

For deliveries to Switzerland we charge a flat-rate shipping cost of €10.00; for goods above an order value of €50.00 we deliver postage paid.

For all other countries in Europe we charge a flat-rate shipping cost of €12.50.

### 6.3 Countries outside Europe:

For shipment to non-European countries we charge the following flat-rate shipping costs:

<http://www.buchversand-stein.de/index.php?id=porto>

In the case of deliveries to Switzerland and other foreign countries the purchaser shall accept any taxes and Customs duties payable.

## **§ 7 Return costs**

In the case of revocation (§ 3) you must bear the costs of returning the goods, if the goods delivered correspond to those ordered.

## **§ 8 Conditions of delivery**

8.1 We use DHL or another logistics expert of our choice to carry out deliveries.

8.2 Delivery is made where the goods are available and on the despatch of our order confirmation or on the receipt of your prepayment within 3 working days. Unless otherwise agreed delivery is made ex warehouse to the delivery address given by the purchaser.

8.3 If we are unable through no fault of our own to supply the goods ordered, because our supplier has not fulfilled his contractual obligations, we are entitled to withdraw from the contract with the customer. In this case the customer shall be notified without delay that the product ordered is not available. The customer's claims in law shall remain unaffected. Any advance payments shall be immediately refunded.

## **§ 9 Payment conditions**

9.1 Unless otherwise specified, the purchase price becomes due for payment on the conclusion of the contract. Payment shall be made by advance payment, against invoice, by SEPA direct debit, credit card or PayPal. We reserve the right to verify and to exclude the customer's individual payment methods. This is dependent inter alia on the customer's creditworthiness.

9.2 For new customers there is an upper limit of 100.00 EUR for purchase against invoice. Exceptions from this include orders from schools, orders of class sets and similar orders.

9.3 For purchasers, whose address for invoice and delivery is outside the Federal Republic of Germany and for deliveries to Packstations we are able to accept payment only by payment in advance, PayPal or credit card.

9.4 In the case of payment in advance we specify our bank account details to you in the order confirmation. In the case of payment against invoice the payment sum is due for immediate payment without deduction. Payment against invoice is possible only for consumers above the age of 18 years.

9.5 You have a right to offset only if your counter claims have been declared legally binding by the Court or are undisputed or have been acknowledged by us in writing. You may exercise your right of retention only insofar as the claims result from the same contractual relationship.

## **§ 10 Conditions of use and licensing conditions for electronic products**

10.1 The customer acquires no ownership in electronic products (e-books, downloads or databases). The customer acquires a simple, non-transferable right to the use of the products offered exclusively for his personal use. A. Stein'sche Buchhandlung GmbH acts solely as an agent for the order of electronic products. There is no right of revocation or return, since in the case of e-books the customer has accepted a service, which is provided as soon as the contract is concluded.

10.2 The content of an electronic product must not be modified by the customer either in terms of content or in terms of editing.

10.3 The customer may copy the electronic products solely for personal use. It is not permitted to pass the electronic products to third parties (including friends, relatives, acquaintances), to publish or pass them on, to install them on the Internet or other network media for remuneration or free of charge, to sell them on and /or to use the electronic products for commercial purposes of any kind whatsoever. Further restrictions on the usability of the electronic products are contained in more detail in the Digital Rights Management (DRM) explained in the product specification (e.g. restriction on the number of downloads or the playback devices used).

10.4 Where applicable, on download the electronic products are individually marked with an indelible, visible or invisible watermark.

## **§ 11 Retention of title**

The ownership in the products supplied does not pass to the customer until receipt of the payment in full. The customer is not entitled to pledge, assign as security, process or remodel the goods subject to the retention of title. If the customer falls in whole or in part into arrears with one or more payments, if he ceases payment or if application is made for insolvency proceedings to be opened against his assets, the customer shall have no further right to dispose of the goods subject to the retention of title. In such cases we are entitled to withdraw from the contract without any requirement to set in advance to the customers a notice period for the performance of the service. Even if we decide not to withdraw from the contract, we shall have the right to demand restitution of the goods subject to the retention of title.

## **§ 12 Warranty**

12.1 If you are a consumer the warranty complies with the statutory provisions.

12.2 By way of derogation therefrom the following applies, if the customer is a merchant within the meaning of the German Commercial Code and the purchase has been made for his trading operations:

(1) With respect to all supplies and services in the performance of this contract by the vendor the purchaser accepts a duty to inspect and give notice of defects in accordance with § 377 German Commercial Code.

(2) The vendor accepts no liability for damage, which is not connected with the products themselves; in particular we do not accept liability for lost profit or for other pecuniary losses. Insofar as the contractor's liability is excluded or restricted, this shall also apply to the personal liability of his employees, representatives and vicarious agents.

(3) If a defect is present in the products, which can be attributed to the vendor, the customer is entitled to demand supplementary performance (remedy of the defect or replacement). If the vendor is unable or is not prepared by reason of disparity to provide supplementary performance or this is delayed for reasonable periods for reasons, which can be attributed to the vendor or in some other way the supplementary performance fails, you are entitled to demand a reduction in the purchase price or to withdraw from the contract.

(4) We expressly point out that warranty claims regarding any defects in electronic products must be addressed directly to your contractual partner, in other words to the respective publisher. In this respect as agent we accept no liability. We also accept no liability for topicality, completeness, availability and accuracy of the information provided. Similarly, we give no guarantee for the serviceability of the information. We accept liability only for the accuracy, completeness and topicality of the contents of the products sold. Similarly, we give no guarantee for the serviceability of the information contained in the products. We are not liable for lost profit or for other pecuniary loss to the customer.

(5) If there is a defect in our agency services, which is attributable to us, the customer can demand supplementary performance. If we are unable or are not prepared by reason of disparity to provide supplementary performance or this is delayed for reasonable periods for reasons, which can be attributed to the vendor or in some other way the supplementary performance fails, you are entitled to withdraw from the contract.

(6) The statute of limitations for warranty claims is one year from the passing of the risk.

## **§ 13 Customer service**

If you have any questions, complaints or wish to make a claim you can contact our customer service by e-mail on [kundenservice@buchversand-stein.de](mailto:kundenservice@buchversand-stein.de).

## **§ 14 Data protection**

14.1 Personal data are details such as your name, title, postal address, delivery address, telephone number or e-mail address, which advert to your identity. We store your personal data only if this is required to implement and process your order or if you have given your consent to this, for example to set up a customer account. With the exception of shipping and payment companies we do not pass on your personal data to third parties.

14.2 e-books and audio download: The files offered for download here may be individually marked with digital watermarks, so that in the case of improper use it is possible, taking into account all the mandatory statutory provisions, to investigate and prosecute the original purchaser.

14.3 Information: You have the right to information free of charge concerning your stored data and where applicable a right to rectification, blocking or erasure of these data. In issues of the collection, processing or use of your personal data, or in the case of disclosure, rectification, blocking or erasure of data please contact: [datenschutz@buchversand-stein.de](mailto:datenschutz@buchversand-stein.de)

14.4 For further information please consult our [Data Privacy Statement](#).

## § 15 Applicable law and Court of jurisdiction

15.1 The applicable law is German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

15.2 In the case of customers, who conclude the contract for a purpose, which cannot be attributed to a professional or commercial activity (consumers), this choice of applicable law applies only insofar as this does not invalidate mandatory provisions of the law of the state in which the consumer is ordinarily resident.

15.3 If the purchaser is a merchant, a corporate body under public law or a legal entity under public law, the Court in Werl is the Court of jurisdiction for all disputes arising from the contractual relationship.

15.4 Online platform (ODR platform) for extra-judicial dispute resolution in the case of transactions with consumers:

As online traders we are obliged to draw your attention to the European Commission Online Dispute Resolution. This ODR platform can be contacted at the following Internet address: <http://ec.europa.eu/consumers/odr/>. We are obliged by law to notify you that the consumer arbitration board competent for you is the Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung e.V. [General Consumer Arbitration Board of the Centre for Arbitration], Straßburger Straße 8, 77694 Kehl am Rhein (<http://www.verbraucher-schlichter.de>). We should also like to notify you that we are not prepared to participate in dispute settlement procedures conducted by this consumer arbitration board.

## Legal notice

### Operator: Managing Director: Contact:

A. Stein`sche Buchhandlung GmbH  
**Managing Director:** Alexander Stein  
Steinerstrasse 10  
59457 Werl

Tel.: +49 (0)2922 9500 100  
Fax: +49 (0)2922 9500 333  
e-mail: [info@buchversand-stein.de](mailto:info@buchversand-stein.de)

Arnsberg County Court HRB 4080  
VAT ID No. DE 126633535  
Tax No. 343/5744/0114  
**Tax Office:** Soest Tax Office