

## **General Terms and Conditions of Business and Delivery for the Online Shops of Bauverlag BV GmbH**

### **Preamble**

Bauverlag BV GmbH ("**Bauverlag**"), Avenwedderstr. 55, 33311 Gütersloh, offers its customers via its websites at [www.bauverlag-shop.de](http://www.bauverlag-shop.de) and [www.profil-buchhandlung.de](http://www.profil-buchhandlung.de) the possibility of purchasing as printed issues ("**Products**") and/or in electronic form as downloads ("**Content**") magazines, books, loose-leaf collections, digital articles, eBooks, eMagazines, texts, images, graphics, tables/spreadsheets and similar products for a fee on a subscription basis or on the basis of individual orders.

By placing an order, you accept the following General Terms and Conditions of Business and Delivery for the Products and the Content of Bauverlag ("**Online Shops GTC**"). These GTC can be accessed, printed and/or downloaded at any time via the link [www.bauverlag.de/downloads/GTC\\_Online-Shops.pdf](http://www.bauverlag.de/downloads/GTC_Online-Shops.pdf) on the website of Bauverlag.

### **1. Subject matter**

1.1 The subject matter of the Online Shops GTC is the purchase of products and acquisition of licences to use Content as downloads. The Products and Content can be ordered as a subscription and/or as individual issues. The Online Shops GTC apply equally for consumers and entrepreneurs.

1.2 These Online Shops GTC apply for all business relationships between Bauverlag and the customer with respect to the purchase of Products and Content of Bauverlag. When placing an order with Bauverlag, the customer accepts the Online Shops GTC in the version valid and applicable at the time the order is placed. Conflicting, different or additional general terms and conditions of the customer do not become part of the contract unless Bauverlag has explicitly agreed in writing that these apply.

1.3 Please direct any questions you may have regarding your contract and/or the use of the websites of Bauverlag to the following e-mail address: [info@bauverlag.de](mailto:info@bauverlag.de).

### **2. Conclusion of contract**

2.1 The presentation of the Products and Content does not constitute a binding offer. The offers made by Bauverlag are subject to change and are non-binding. The customer can select Products and Content and submits a binding offer to purchase the selected Products and Content following completion of the order process on the Websites. Acceptance of the offer is at the sole discretion of Bauverlag. A contract is not concluded until acceptance by Bauverlag. Bauverlag can refuse to enter into a contract with a customer without specifying any reasons.

2.2 After submitting a product order, an e-mail confirming the order is sent to the customer at the e-mail address specified by the customer during the ordering process. This order confirmation does not constitute acceptance of the offer, but merely informs the customer that the order has been received and states the order data. The order is accepted by the selected Products being dispatched.

2.3 Acceptance takes place after purchase by provision of the selected Content for download.

2.4 Bauverlag will inform the customer without undue delay in text form if the ordered Products or Content are out of stock or are not available for any other reason. If the Products or Content are not available, the customer may cancel his order.

2.5 The risk of accidental loss and of loss of value pass to the customer when the ordered Products are handed over to the company instructed to carry out shipment.

2.6 Bonus offers are only available to Bauverlag's customers in Germany. These only apply while stocks last. Bauverlag reserves the right to demand the return of any bonuses unduly received by the customer. This is in particular the case if the customer has not met material contractual obligations and does not meet these despite being formally reminded of this and a deadline for the meeting of such obligations being set. If the return of such bonus gifts is demanded, the customer bears the costs of return shipment and any legal costs in addition to the cost of the bonus.

### **3. Ordering process, contract text and registration**

3.1 You can add the Products and/or Content you wish to purchase to the shopping cart without any obligation to purchase such. You can remove the Products and Content from the shopping cart again at any time. If you wish to purchase the Products and/or Content you have added to the shopping cart, click on the button “Proceed to Checkout” and you will be redirected to the order page detailing the selected Products and Content. You have to insert the data required to conclude the contract in the entry form and select the payment and delivery options. You then have the opportunity to check the data you have inserted again and if necessary correct this. An order can be created once you have explicitly accepted the Online Shops GTC and the data protection policy. By clicking the “Buy Now” button you submit a binding order offer which is forwarded to Bauverlag. The process can be cancelled at any time by closing the browser window.

3.2 The contract text is stored on our internal systems. You can access the Online Shops GTC on this website at any time. The order data and the Online Shops GTC will be sent to you by e-mail and/or made available to you in your customer account.

3.3 The customer can order Products and Content as a subscription and/or individual issues of Bauverlag either with or without registering on the Websites. If the customer registers with the Websites of Bauverlag, he represents and warrants that the data specified during the registration are true and complete and that he will inform Bauverlag without undue delay about any changes with respect to the registration data. The password chosen by the customer must be kept confidential. Bauverlag will not disclose the password to third parties.

3.4 The customer represents and warrants that he is full age and full legal capacity at the time the order is placed.

### **4. Prices, shipment costs and payment terms**

4.1 The prices for Products and Content are based on the price information and product descriptions on the Bauverlag Websites as valid on the date of the order. Prices will be calculated without VAT for deliveries to customers in EU countries outside Germany who have a valid VAT identification number (VATIN). The prices specified for deliveries in non-EU countries are deemed net prices, i.e., they do not include any VAT. The prices valid on the date on which the invoice is issued apply. Prices are subject to change. Errors and omissions are excepted.

4.2 For the offers of [www.bauverlag-shop.de](http://www.bauverlag-shop.de), the prices specified for the shipment of print subscriptions and individual print issues are total prices including shipment costs. No additional taxes or fees are incurred.

4.3 For the offers on the website [www.profil-buchhandlung.de](http://www.profil-buchhandlung.de), the prices specified during the online order for shipment within Germany are total prices including shipment costs. For shipment outside Germany, the prices specified are total prices plus shipment costs. The shipment costs are based on the relevant weight of the ordered Products. The weights specified in the product descriptions at the time the order is placed apply. The shipment costs for standard shipping to European Union countries is EUR 4.50 for up to 2 kg, EUR 9.00 for from 2-5 kg, EUR 17.00 for from 5-10 kg, EUR 22.00 for from 10-20 kg and EUR 32.00 for over 20 kg; in European countries which do not belong to the European Union shipment costs are EUR 15.00 for up to 2 kg, EUR 26.00 for from 2-5 kg, EUR 31.00 from 5-10 kg, EUR 46.00 from 10-20 kg, EUR 51.00 for over 20 kg and in non-European countries outside the European Union shipment costs are EUR 20.00 for up to 2 kg, EUR 32.00 for from 2-5 kg, EUR 44.00 for from 5-10 kg, EUR 6.00 for from 10-20 kg and EUR 90.00 for over 20 kg. No other taxes or charges are incurred.

4.4 The customer can pay for the ordered Products and Content on account subject to the following conditions. If agreed, payment can also be collected by SEPA direct debit. The customer agrees to issue a SEPA mandate if he wishes to pay by direct debit. The customer’s account is debited at the earliest five (5) working days after billing. If the money cannot be collected by direct debit, the customer bears all resulting costs, in particular for the return of direct debits. Should the payment by direct debit be returned or is not honoured, the customer authorizes his bank by choosing to pay by direct debit to inform Bauverlag of his name and current address. The offers on the website [www.profil-buchhandlung.de](http://www.profil-buchhandlung.de) can be paid for with PayPal. Bauverlag reserves the right to exclude certain forms of payment. Bauverlag reserves the right in individual cases only to deliver subject to advance payment.

4.5 For payment by SEPA direct debit, the purchase price of the Product or the licence fee for Content is due without undue delay upon billing. The amount invoiced is, unless agreed otherwise, due for payment upon receipt of the invoice by the customer. Payments are to be made to the specified account

without any deductions. The granting of the license for Content is subject to full payment of the licence fee.

4.6 Bauverlag reserves the right to also send invoices and payment reminders by e-mail, unless the customer wishes a paper invoice.

## **5. Delivery of Products and provision of Content**

5.1 The Products are delivered and the Content is provided worldwide. The delivery time in European Union countries is 5 to 10 days and in countries outside the European Union 15 to 20 days. Bauverlag is entitled to make partial deliveries, for which no additional costs are incurred by customers. Delivery is made to the specified address.

5.2 Delivery of the Products or the provision of the Content for download of the ordered subscription starts with the next available issue or on the date specified by the customer. The delivery time depends on how often the publication is issued.

5.3 Individual issues as a Product are delivered directly after being ordered.

5.4 Content is available to the customer after placing the order as a download after purchase of the licence on the confirmation page, by e-mail via a link and/or upon registration in the account area. As a consumer, you have a right of withdrawal for 14 days in accordance with the instructions on withdrawal below. Bauverlag does not provide the Content after it has been ordered until the withdrawal period has expired unless you explicitly consent during the order process to Bauverlag commencing with the execution of your order before expiry of the withdrawal period.

5.5 In the event of non-deliveries, late deliveries or material damage in the course of delivery, Bauverlag is only liable for intent or gross negligence. A replacement for copies which arrive late/do not arrive abroad is excluded.

5.6 In the case of delivery disruptions due to force majeure (including strike and lock-outs), Bauverlag is released from its delivery obligation and the customer is released from his payment obligation.

## **6. Terms of use for Content**

6.1 The customer acquires a non-exclusive, non-transferable licence to the Content which may be revoked prior to complete payment of the licence fee. The customer may only use this Content for his personal use within the scope provided for by law. The customer is not granted any exploitation rights, for example to reproduce, disseminate or make the Content publicly accessible.

6.2 Information about the system requirements in each case are specified in the product descriptions on the Websites of Bauverlag. Bauverlag reserves the right to use technical protection and control measures and to limit the number of downloads and/or end devices. The customer will be informed of such restrictions before completion of the purchase transaction.

## **7. Right of withdrawal for consumers**

If the Customer orders a publication on the Website of Bauverlag for a purpose which is outside the purposes of his trade or profession, he has the following right of withdrawal as a consumer in the meaning of Sec. 13 of the German Civil Code (BGB):

7.1 Instructions on withdrawal for the ordering of print products

### **Right of withdrawal**

You have the right to withdraw from this contract within fourteen days without giving any reasons.

The withdrawal period will expire fourteen days from the date on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last goods.

To exercise your right of withdrawal, you must inform us - Bauverlag BV GmbH, Avenwedderstr. 55, 33311 Gütersloh, tel.: 05241 80 2791, fax: 05241 80 9582, e-mail: [info@bauverlag.de](mailto:info@bauverlag.de) - by means of an unequivocal statement (e.g. a letter sent by post, a fax or an e-mail) about your decision to withdraw from this contract. You can use the attached model withdrawal form for this, but this is not mandatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

### **Effects of withdrawal**

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will have to bear the direct cost of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

### **- End of the instruction on withdrawal for the ordering of print products -**

### **Exclusion or premature expiry of the right of withdrawal**

A right of withdrawal does not exist for contracts for the supply of newspapers or magazines with the exception of subscription contracts.

### **7.2 Instructions on withdrawal for the ordering of print subscriptions**

#### **Right of withdrawal**

You have the right to withdraw from this contract within fourteen days without giving any reasons.

The withdrawal period will expire after fourteen days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the first goods.

To exercise your right of withdrawal, you must inform us - Bauverlag BV GmbH, Avenwedderstr. 55, 33311 Gütersloh, tel.: 05241 80 2791, fax: 05241 80 9582, e-mail: info@bauverlag.de - by means of an unequivocal statement (e.g. a letter sent by post, a fax or an e-mail) about your decision to withdraw from this contract. You can use the attached model withdrawal form, but this is not mandatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

### **Effects of withdrawal**

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. We shall bear the cost of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods

**- End of the instruction on withdrawal for the ordering of print subscriptions -**

7.3 Right of withdrawal for the ordering of digital content

**Right of withdrawal**

You have the right to withdraw from this contract within fourteen days without giving any reasons.

The withdrawal period will expire fourteen days from the day on which the contract is concluded.

To exercise your right of withdrawal, you must inform us - Bauverlag BV GmbH, Avenwedderstr. 55, 33311 Gütersloh, tel.: 05241 80 2791, fax: 05241 80 9582, e-mail: [info@bauverlag.de](mailto:info@bauverlag.de) - by means of an unequivocal statement (e.g. a letter sent by post, a fax or an e-mail) about your decision to withdraw from this contract. You can use the attached model withdrawal form, but this is not mandatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

**Effects of withdrawal**

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

**- End of the instructions on withdrawal for the ordering of digital content -**

**Special information**

If you have explicitly consented to the fact that we begin with the performance of the contract before expiry of the withdrawal period of fourteen days and you have confirmed that with this consent you lose your right of withdrawal when the performance of the contract begins, your right of withdrawal for the ordering of digital content expires when performance of the contract begins.

**MODEL WITHDRAWAL FORM**

(Complete and return this form only if you wish to withdraw from the contract).

- To Bauverlag BV GmbH, Avenwedderstr. 55, 33311 Gütersloh, tel.: 05241 80 2791, fax: 05241 80 9582, e-mail: [info@bauverlag.de](mailto:info@bauverlag.de):

- I/We (\*) hereby give notice that I/we (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)/for the provision of the following service (\*)

- ordered on (\*)/ received on (\*)

- Name of consumer(s)

- Address of consumer(s)

- Signature of the consumer(s) (only if this form is notified on paper)

- Date

\_\_\_\_\_

(\*) Delete as appropriate.

## **8. Term and termination**

8.1 Fixed-term subscriptions end on the agreed date without notice of termination being required.

8.2 Open-ended subscriptions remain in effect after expiry of the minimum subscription period unless notice of termination is given on them in writing and in compliance with the following notice periods:

Subscriptions with a minimum subscription period automatically extend in each case for one (1) further year unless notice of termination is given on them three (3) months prior to expiry of the minimum subscription period.

The term and termination possibilities for loose leaf collections are determined in accordance with the product descriptions on the Websites of Bauverlag in the versions valid on the date on which the order is placed.

8.3 Any notice of termination must be given in writing.

## **9. Warranty**

9.1 Statutory claims for defects exist without any restrictions. By way of derogation from the statutory provisions, warranty claims for defects asserted by entrepreneurs become statute-barred after one (1) year.

9.2 The customer is as a consumer requested to check Products when delivered and Content when downloaded without undue delay for their completeness, any obvious defects or transport damage and to inform Bauverlag and the forwarding agent of any complaints as soon as possible. If the customer does not do so, this does affect the customer's statutory warranty rights.

9.3 If the customer is an entrepreneur, he is obliged, notwithstanding Sec. 9.2, to check the goods without undue delay and with the required care for deviations in quality and quantity and to notify Bauverlag of obvious defects within 7 days of receiving the Products; to meet this notification deadline it is sufficient if such notice of defects is sent before expiry of the notification period. This also applies for concealed defects established at a later date from the date on which such are discovered. The assertion of warranty claims is excluded if this obligation to check goods and notify defects is breached.

9.4 Bauverlag does not assume any warranty for the fact that the Products and/or the Content meet the expectation of customer or that a specific objective is achieved with the Product and/or the Content.

## **10. Liability**

10.1 100 per cent availability of the Websites of Bauverlag is not possible for technical reasons. Bauverlag will nevertheless endeavour to remedy any disruptions due to maintenance, security and capacity reasons as quickly as possible.

10.2 Bauverlag is only liable for damage, for whatever reason, in the case of intent and gross negligence. In the case of simple negligence, Bauverlag is only liable for damage resulting from injury to life, body or health or for damage resulting from the breach of any material contractual obligation. In this case, liability is, however, limited to compensation for foreseeable, typical damage. Any further liability of Bauverlag is excluded.

10.3 Any other claims of the customer for damages are excluded. The provisions of the German Product Liability Act (*Produkthaftungsgesetz - ProdHaftG*) remain unaffected.

## **11. Privacy**

11.1 Bauverlag ensures compliance with privacy regulations where personal data are concerned. Bauverlag will not in particular disclose personal data to third parties. Our privacy policy applies.

11.2 If Bauverlag establishes that third parties have illegally obtained knowledge of special personal data, personal data which are subject to professional secrecy, personal data which are related to criminal acts or administrative offences or the suspicion of criminal acts or administrative offences or personal data relating to bank or credit card accounts, Bauverlag will inform the customer and the competent supervisory authority of this without undue delay.

## **12. General provisions**

12.1 These GTC are governed by German law. In the case of consumers, this choice of law only applies if the consumer is not denied the protection granted to the consumer by the mandatory provisions of the laws of the country in which the consumer is normally resident.

12.2 We reserve the right to change these Online Shops GTC at any time with effect for the future and without specifying any reasons unless this is unreasonable for the customer. Bauverlag will only carry out any changes for duly justified reasons, in particular due to changes in laws or case law, market conditions, the state of the art or other equivalent reasons, provided this is not unreasonable for you. Bauverlag will inform the customer in due time about any changes to the Online Shops GTC. If the customer does not object to the application and validity of the new GTC within six (6) weeks after being informed of such, the changed GTC are deemed to have been accepted by the user. Bauverlag will advise the customer in such notice about his right of objection and the significance of the objection period. Bauverlag also reserves the right to terminate the contract if you object to the changes to the Online Shops GTC on the basis of the above specified requirements.

12.3 Place of performance for all services in connection with the business relations existing with Bauverlag and legal venue is the place at which the registered office of Bauverlag is located, insofar as the customer is not a consumer, but a businessperson, a public-law legal entity or a special fund under public law. The same applies if the customer does not have any general legal venue in Germany or the EU or his domicile or habitual residence is not known at the time the legal action is brought. The authority to bring proceedings before courts in another jurisdiction is not affected by this. The application of the United Nations Convention of Contracts for the International Sale of Goods (CISG) does not apply.

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