

## **General terms and conditions of business**

### **1. Prices**

Books and magazines are subject to legal price control and mandatory pricing. Rebates and other deductions cannot be guaranteed. We are entitled, in justified cases, to deliver only against payment in advance or COD (Cash-on-Delivery).

The price or prices applicable at the time of delivery will be charged, irrespective of the date of order. In case of conditional supply, the right of adjustment of prices shall be deemed to remain reserved up to the date of final invoicing. Where the orderer supplies our publishing company's works to other resellers, he undertakes to impose the same obligation to adherence to mandatory retail prices in the same way on the reseller or resellers.

Prices in each case include Value Added Tax (VAT).

### **2. Ordering and delivery**

An order shall be deemed to have been accepted only once such order (placed by e-mail, telephone or post) has been confirmed by us (by post or by e-mail) or has been implemented.

Supply shall be deemed to be made contingent on the availability of the product and for the account and at the risk of the orderer. In cases in which the work ordered has not yet been published, the order will be scheduled for delivery upon publication.

Unless delivery is made by way of exception carriage-free, all deliveries shall be made at the orderer's expense.

The publishing house (hereinafter referred to as "the company") is unable to accept any liability whatsoever for delays in delivery.

Any and all damage/loss occurring during transportation must be notified by the carrier within a period of not more than five days. In the orderer's own interest, any and all transportation damage must be ascertained in the presence of the carrier, notified to the carrier (post, railway, freight organization, commission agent, etc.) and settled with the carrier.

The goods supplied shall be deemed to remain the property of the company until payment in full of the invoice amount and of all other claims by the company resulting from the business relationship as a result of both earlier and/or future deliveries.

Consignments on approval shall be returned with the invoice in the original packaging not later than three weeks from the date of invoice. The company shall be deemed obliged to accept the goods returned only provided they are in absolutely undamaged condition. In all other cases, the purchase price shall be paid within a period of three weeks from the date of invoice.

### **3. Payment**

All invoices with the exception of those concerning consignments on approval shall be deemed immediately due for payment with statement of Customer and Invoice Numbers. Dunning charges (charges for reminders for payment) and in addition interest on arrears of an amount of 5 % above base rate will be charged in case of delays in payment.

### **4. Guarantee provisions**

The legal guarantee provisions shall apply. The company reserves the right to resupply in case of defective goods. Reduction of payment/reimbursement of the purchase price is not possible in case of resupply. In case of failure of resupply, the orderer shall be deemed to be entitled to reduction of payment or to withdraw from the contract.

Any and all complaints as a result of defects/deficiencies, incorrect supplies, incorrect quantities and/or scope of supply must be submitted where ascertainable by means of reasonable examination immediately and in no case less than one week from delivery of the goods to the company in writing.

### **5. Revocability/Restrictions on right of revocation**

In case of online orders the contract is no longer binding on persons who revoke the contract within a period of two weeks from receipt of the goods. No reason shall be required for revocation of the contract;

revocation may be made in the form of text or by means of return of the goods. Sending of the revocation in good time to Vulkan-Verlag GmbH, Huysenallee 52-56, 45128 Essen, Germany shall suffice for adherence to the necessary period. The orderer undertakes to return the goods received without delay at our expense and at our risk. The orderer shall bear the costs of return of orders of up to EUR 40.00.

In the case of electronic products (CD-ROM, DVD, diskettes, etc.) and in case of books containing electronic products, the seal must still be intact upon receipt of the goods by the company.

The right of revocation is otherwise excluded. The right of revocation does not apply in the case of journals. The goods must be returned in the original packaging and must not exhibit any traces or other indications of use. Return of goods is possible only with enclosure of the invoice.

In the case of multi-part works, the parts of which are published one by one, the right of revocation shall apply only to the parts published up to the time of delivery. Where no edition of the work has been published at the time of ordering, the right of revocation shall apply to the delivery which is first published.

## **6. Periodicals, works on subscription, works supplied in installments**

Where no agreement to the contrary has been made, ordering of works supplied in installments, loose-leaf publications, publications supplied on subscription and similar works conceived for continuous sequential delivery (e.g. CD-ROMs) shall also be deemed to include the subscription for subsequent continuous periodic deliveries and supplemental deliveries and updates. Termination of a subscription is possible under the respective conditions of supply. In the case of orders for continuous sequential delivery of installments and orders on subscription, purchase of one part shall constitute an obligation to purchase the complete work.

Price increases of the scope customary on the market shall be deemed to be permissible during the subscription period.

## **7. Journals**

Subscriptions to journals are for unlimited period and may be terminated in writing where no other termination periods are noted in the journal's imprimatur with a period of notice of termination of eight weeks to the end of the current year. Subscriptions must be paid in advance. The subscription price includes the price of the journal plus shipping costs.

Price increases during the subscription period shall be deemed to be permissible. In such cases, the difference shall be invoiced retrospectively. Trial subscriptions shall be deemed to become payable subscriptions if not cancelled within three weeks from receipt of the final trial edition.

## **8. Miscellaneous provisions**

Where legally permissible and, in particular, in the case of registered business persons and in the case of contracts for supply outside Germany, the company's domicile shall be deemed definitive for the legal venue. The Law of the Federal Republic of Germany shall apply, with exclusion of United Nations International Sale of Goods legislation.

The above provisions shall also be deemed to apply to later orders and shall be deemed to be acknowledged by placement of such an order.

The possible invalidity of one or more provisions shall be deemed not to affect the validity of the remaining provisions. In such a case, the invalid provision or provisions shall be interpreted or augmented in such a way as to achieve the purpose intended with the invalid provision or provisions.

Please note that the following companies' publications and journals can be found on our website:

### **Oldenbourg Industrieverlag GmbH,**

Rosenheimer Str. 145, 81671 Munich, Germany, Managing Director: Hans-Joachim Jauch

### **Vulkan-Verlag GmbH,**

Huysenallee 52-56, 45128 Essen, Germany, Managing Director: Hans-Joachim Jauch

These companies' publications and journals can be obtained from our Supply Departments. For both the customer's and our own convenience these companies' publications and journals will wherever possible be dispatched in a single shipment with a single invoice.