

ARTINFLOW

General Terms and Conditions of Business

1. Applicability

The business relationship between ARTINFLOW Publishing and the Customer is governed exclusively by the following General Terms and Conditions of Business in the version applicable at the date the order is placed. Differing conditions stipulated by the Customer shall not be recognized by ARTINFLOW unless ARTINFLOW has expressly agreed to their validity in writing.

2. Ordering and delivery

By ordering goods the Customer makes a binding declaration of his/her intention to purchase the ordered goods. ARTINFLOW Publishing is entitled to accept the contractual offer contained in the order within two weeks of receiving it. Declaration of acceptance leading to conclusion of contract may either be in written form or through delivery of the goods to the Customer. If the Customer orders the goods electronically, ARTINFLOW Publishing will confirm receipt of the order immediately in writing or by e-mail specifying the stored order and contract data and these contractual conditions. However, such confirmation of receipt shall not constitute a binding acceptance of the order. Delivery takes place subject to the availability of the goods. If the ordered work has not yet been published the order shall, where possible, be noted. In the case of works that are already out of stock the Customer has the choice of cancelling the order or having his/her name put down for a possible reprint or new edition. Delivery terms are non-binding in all but exceptional cases where the delivery date has been guaranteed. If suppliers fail to deliver the ordered goods despite being under a contractual obligation to do so, ARTINFLOW is entitled to withdraw from the contract. The Customer will always be informed immediately of the non-availability of an item. The purchase price paid will then be immediately refunded.

3. Cancellation

The Customer has a right of cancellation under section 312b paragraph 1, sentence 1 BGB [German Civil Code] in conjunction with section 355 BGB. He/she may revoke his/her offer to enter into a contract within two weeks in writing (e.g. letter, fax, e-mail) without stating reasons or by sending the item back. It is sufficient for compliance with the cancellation deadline that the notice of cancellation or the item is dispatched within the specified period. The notice of cancellation should be sent to: ARTINFLOW Publishing, Dr. Ulrike Oppelt, Ohlauer Str. 29, D-10999 Berlin, per Fax an: +49.30.61285630, oder per E-Mail an: info@artinflow.de. In the event of a valid cancellation, both parties must return all goods and payments received. The Customer undertakes to return the goods within two weeks following the exercise of the right of cancellation if cancellation has not already been effected by the return of the goods. If the Customer cannot return the goods received or can only return them in part or in a deteriorated condition, he/she must compensate for any loss in value. Obligations for the refund of payments must be fulfilled within 30 days. This period begins for the Customer when he/she dispatches his/her notice of cancellation or the goods and for ARTINFLOW upon receipt of the same.

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4. Prices; due date and payment; default

The prices and terms valid on the date of invoicing will be charged. Unless stipulated otherwise in writing, the purchase price is due immediately upon receipt of delivery. The Customer may pay the purchase price by advance payment or PayPal (direct debit, credit card, giro pay, or PayPal credit). Bank fees and charges shall be paid by the Customer. If the Customer fails to make payment on the due date ARTINFLOW is entitled to claim default interest at the standard rate. The Customer shall only have a right of set-off in respect of counterclaims that have been finally determined by the courts or that are recognized by ARTINFLOW. The Customer is only entitled to exercise a right of retention insofar as his/her counterclaim relates to the same contract.

5. Reservation of title

The delivered goods will remain the property of ARTINFLOW Publishing until full payment has been received.

6. Liability for defects

If there is a defect in the purchased item the Customer may demand subsequent performance (rectification of defects or replacement). If subsequent performance is not successful, in the case of a serious defect the Customer may withdraw from the contract, reduce the purchase price or claim compensation. Unless otherwise stipulated below, all additional claims on the part of the Customer, regardless of their legal basis, are excluded. ARTINFLOW is therefore not liable for loss or damage other than to the delivery item itself; it is, in particular, not liable for lost profits or for other financial losses incurred by the Customer. Insofar as the liability of ARTINFLOW is excluded or limited, this exclusion or limitation shall also apply with regard to the personal liability of employees, representatives and agents for whom ARTINFLOW has vicarious liability. The foregoing limitation on liability shall not apply insofar as the cause of damage is based on intention or gross negligence, or if personal injury is involved. It shall further not apply if the Customer asserts claims under sections 1 or 4 of the German Product Liability Law [Produkthaftungsgesetz]. If ARTINFLOW negligently breaches an essential contractual obligation, the obligation to pay compensation for property damage shall be restricted to typically occurring damage. The limitation period amounts to 24 months, commencing on the date of delivery.

7. Applicable law

German law is applicable to the exclusion of the UN Sales Law.

8. Data protection information

The Customer consents to the automated processing of his/her data by ARTINFLOW Publishing. ARTINFLOW shall collect, use, process and thereafter delete the data in conformity with the provisions of the German Federal Data Protection Act [BDSG] and the Teleservices Data Protection Act [TDDSG] solely for order-processing purposes. The Customer has the right to revoke this consent and to receive information on the data stored by ARTINFLOW Verlag at any time. The data will not be passed on to third parties. The Customer consents to the use of the data for sending him/her information material.