

# Terms and Conditions

## § 1 Scope

Our deliveries, performance and offers are made exclusively on the basis of these Terms and Conditions.

Deviations from our Terms and Conditions are only valid when they are confirmed in writing by Deutscher Fachverlag GmbH, Mainzer Landstr.251, 60326 Frankfurt, Germany.

## § 2 Conclusion of contract

Your order represents a binding offer to us to execute a purchase agreement for the ordered merchandise. The contract comes into being when we send the ordered items to you.

We reserve the right to review your credit and in case of a negative result to withdraw from the contract or to demand advance payment.

In case the purchase goods should not be available we will inform you immediately and reserve the right to withdraw from the contract.

## § 3 Right of Withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 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 good.

To exercise the right of withdrawal, you must inform us of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

Deutscher Fachverlag GmbH  
FleischWirtschaft International Subscriber Service  
Mainzer Landstraße 251  
60326 Frankfurt am Main  
Fax: +49 (0)69 7595-1960  
E-Mail: abo-flw@dfv.de

## 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

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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.

#### **§ 4 B2B-Contracts**

If the customer is not a consumer within the meaning of § 13 BGB (German civil law code),

- § 3 is not applicable

§ 6 is subject to the following provision: in case the customer is in delay of payment, Deutscher Fachverlag GmbH, FleischWirtschaft International Subscriber Service, Mainzer Landstraße 251, 60326 Frankfurt am Main, Germany will be entitled to claim interest for delay amounting to 9 % over the basic interest rate p.a. published from time to time by the European Central Bank

#### **§ 5 Shipment, Delivery Time**

Unless otherwise agreed, the shipment will be made to the address specified by the buyer.

Information about delivery deadlines are not obliging, unless the delivery date has been exceptionally agreed.

We will attempt to ship the products within the estimated times reflected on the order confirmation but will not be liable in case of delay.

#### **§ 6 Delay**

In case the customer is in delay of payment, Deutscher Fachverlag GmbH will be entitled to claim interest for delay amounting to 5 % over the basic interest rate p.a. published from time to time by the European Central Bank and a lump sum for each reminder except for the first reminder.

If Deutscher Fachverlag GmbH sustains a demonstrably higher damage because of the default, Deutscher Fachverlag GmbH shall be entitled to enforce such damage.

#### **§ 7 Set-off**

The customer is only entitled to offset his own claims against ours, if these counterclaims are undisputed, acknowledged by us or legally established.

The contractual partner is only authorized to exercise a right of retention, if the counterclaim is based on the same contractual relation.

#### **§ 8 Reservation of ownership**

The delivered merchandise remains our property until the payment of the agreed price is completed.

#### **§ 9 Liability for defects**

Statutory warranty rights according to German law are applicable on the delivered goods.

In so far as there is a defect in the goods for which we are responsible we will correct the fault or deliver a fault-free part within a reasonable period of time.

Deutscher Fachverlag GmbH is not liable for damages not arising on the delivered item itself; In particular Deutscher Fachverlag GmbH is not responsible for indirect damage, missed profit or other financial damages to the client.

In the event that our liability should be excluded or limited, same shall also apply to the personal liability of our office employees, factory workforce, staff members, legal representatives and agents.

A foregoing limitation on liability does not apply if the cause of damage is based on intent or gross negligence, or an existing personal injury. Furthermore, preceding limitation or exclusion of liability do not apply if the customer claims for pretensions that derive from §§ 1, 4 German Product Liability Act (Produkthaftungsgesetz).

If Deutscher Fachverlag GmbH is in negligent breach of a cardinal duty or an important contractual obligation, his obligation to provide compensation shall be limited solely to the predictable damage typical of the contract and which is usually the purchase price of the goods ordered.

## **§ 10 Data protection**

All necessary information concerning data processing in order to execute the order can be found on our privacy policy on our website [www.fleischwirtschaft.com](http://www.fleischwirtschaft.com).

## **§ 11 Applicable law**

To the extent permitted by law, German law applies, to the exclusion of the UN purchasing law.

If individual provisions of these general terms and conditions or parts thereof shall become ineffective, the validity of the remaining general terms and conditions shall be unaffected.

To the extent permitted by law, the place of settlement and seat of jurisdiction is Frankfurt am Main, Germany.