frommann-holzboog Verlag e.K. König-Karl-Straße 27 70372 Stuttgart-Bad Cannstatt

#### General Terms and Conditions and Cancellation Policy

## § 1 Scope of Application

The following General Terms and Conditions apply to the business relationship between frommannholzboog Verlag e.K., König-Karl-Straße 27, 70372 Stuttgart-Bad Cannstatt and the purchaser.

## § 2 Orders

By clicking on the "Add to cart" button, you will initiate the order transaction. You may delete products from the shopping cart at any time. To proceed with the order, press the "Proceed to checkout" button, where you will be given an order summary of all the products you have put in your shopping cart. After entering your address and payment method and if necessary a different delivery address, you will receive an order summary including payment method and shipping costs. By pressing the "Place order" button, you will activate your order, which will be forwarded to us. By placing this order, you have made a legally binding declaration of your intent to purchase the article. Upon receipt of your order we will send you an automatic order acknowledgement by email ("order acknowledgement") giving the details of your order as well as our General Terms and Conditions, the Cancellation Policy stipulated by law and our Data Protection Policy.

The frommann-holzboog Verlag offers special prices for multi-volume works and series if the customer places a firm order for all the volumes already published as well as those still to be published.

These prices apply only if all the volumes announced for the multi-volume works and the series are purchased. Should the order for the complete volumes or series be cancelled before all of these have been published, the regular hardback retail price (price of a single volume) will apply retroactively. See cancellation terms § 11.

## § 3 Conclusion of the Contract

The content which can be accessed on our website – www.frommann-holzboog.de – containing a range of items does not represent an offer to conclude a contract but is solely a non-binding invitation to the customer to place an order. When your order has been received, we will send you an »order acknowledgement« by email immediately. This order acknowledgement is sent automatically and does not constitute the acceptance of a contract. The contract to purchase a product is seen as concluded only when the goods have been sent. The language used for the conclusion of the contract is German.

## § 4 Availability

Shipment will be made subject to the availability of the goods. Should a volume be temporarily out of stock or out of print, we will inform you of this immediately. In the case of non-availability you may withdraw from the contract at any time. Should you have already paid the purchase price, we will refund this amount to you immediately. Should a work be temporarily out of stock or not yet available, you may add this to your shopping list which is available to registered webshop customers. We will send you an email as soon as the work is available.

## § 5 Special Conditions for eBooks

eBooks from the frommann-holzboog Verlag are sold only through third party suppliers. For the purchase of eBooks through a third party supplier, the General Terms and Conditions as well as the Cancellation Policy of the third party supplier will apply, and not those given here.

## § 6 Prices and Shipping Charges

We will apply those prices which are valid at the time the contract is concluded. Our prices are final prices in euros and include value-added tax at the standard rate. The prices for goods shipped to countries outside the European Union do not include value-added tax. In Germany we ship free of charge to the end customer. As a rule shipments of up to 1 kg will be sent through the Deutsche Post AG, and shipments of more than 1 kg will be sent through DPD, the German Parcel Service. For all other countries, the shipping method is »Warenpost International« for book shipments up to 2 kg and by DPD or DHL exceeding 2 kg. As far as customs and import duties are concerned, should there be additional customs duties, taxes or import charges to be paid in the country of destination, these charges are to be paid by the recipient of the shipment.

## § 7 Payment

The methods of payment available to you include credit card, Paypal, SEPA (Single Euro Payments Area) direct debit, payment in advance or bank transfer. Please understand that for first orders, orders from countries outside Germany and order values of more than € 150.00 we reserve the right to request payment in advance. In the case of payment by credit card, the amount will be debited from your credit card upon completion of the order. You can fill in your credit card details during Checkout but must transfer your card verification code (CVC) separately via email or telephone. Our invoices are payable immediately upon receipt, strictly net with no deductions. Bank transfer payments: we require all international transfers to us to be made with the OUR instruction (sender pays costs).

## § 8 Retention of Title

All goods delivered remain the property of the frommann-holzboog Verlag until payment has been made in full.

# § 9 Right of Cancellation

You will find information on the consumer's statutory right to cancel and a sample copy of a cancellation form here.

## § 10 Guarantee

The statutory provisions will apply (German mandatory legal guarantee of seller's liability for defective goods).

## § 11. Cancellation

#### Journals:

A subscription to the >Allgemeine Zeitschrift für Philosophie< (Journal of Philosophy) may be cancelled at the end of each year by giving written notice before September 30<sup>th</sup> of the year in question, provided that the subscription has existed for 12 months at least. A subscription to the >Jahrbuch der Psychoanalyse< (Yearbook of Psychoanalysis) is possible at any time without a cancellation period.

#### Firm Orders for All Volumes of a Series or a Multi-Volume Edition:

Upon conclusion of an agreement to purchase all volumes published in a series or a multi-volume work at special prices, the following conditions will apply: You will undertake to purchase all those volumes of the work/series ordered which have already been published or announced at the time the order was placed. When each volume is delivered, we will take this special price into account.

Should you cancel the order before all the volumes have been delivered, we will charge you retroactively for the difference between the reduced sales price and the regular fixed retail price for all those volumes you have already received. The exceptions to this are cases of force majeure, death and insolvency. In these cases we comply with § 8 »Multi-Volume Works« in the >Commercial Regulations of the Book Trade< in the version issued on November 11, 2006, which you can view here.

Refusal to accept deliveries is not considered to be a cancellation. Cancellations must be sent in writing to the publisher, for example by letter, fax or email to the following address:

frommann-holzboog Verlag e.K. Vertrieb König-Karl-Straße 27 D-70372 Stuttgart-Bad Cannstatt Tel. +49(0)711 - 955 969-2 Fax: +49(0)711 - 955 969-1 vertrieb@frommann-holzboog.de

We will confirm all cancellations in writing.

## § 12 Data Protection

You can view our data protection regulations here.

# § 13 Place of Fulfilment, Court of Jurisdiction

Place of fulfilment and court of jurisdiction is Stuttgart.