

## **General Terms and Conditions (GTC) - topos**

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### **1. Scope of Application**

(1) These General Terms and Conditions ("GTC") of Georg D.W. Callwey GmbH & Co. KG ("Callwey ") shall apply to all contracts for the delivery of products concluded by a consumer or entrepreneur ("Customer") with Callwey Verlag regarding products in Callwey's online shop "toposmagazine.com". The Customer 's own terms and conditions do not apply, unless otherwise agreed with the Customer.

(2) A consumer in the sense of these GTC is any natural person who enters into a legal transaction for purposes which can predominantly neither be attributed to his/her commercial activity nor his/her self-employed professional activity. Entrepreneur in the sense of these GTC is a natural or legal person or a partnership with legal capacity, who acts in its commercial or self-employed professional activity when entering into a legal transaction.

(3) According to the product description of Callwey, the object of the contract is the sale of products by way of a one-time delivery or the sale of products by way of a permanent delivery ("Subscription"). The products offered by Callwey are e.g. books, CD-ROMs, magazine-subscriptions, magazines, other fee-based articles and temporary fee-based online services. In addition, Callwey offers the publication and distribution of print and online advertisements as well as other services. In the case of Subscriptions, Callwey Verlag undertakes to supply the Customer with the contractually owed products for the duration of the agreed contract period in the contractually owed time intervals.

### **2. Conclusion of Contracts**

(1) The presentation of the products in the online shop does not constitute a legally binding offer on the part of Callwey, but a non-binding online catalogue. The presentation of the products applies "as long as stocks last", unless otherwise stated for the products. Errors are excepted.

The Customer places products in the virtual shopping basket and submits a binding offer with regard to the products contained in the shopping basket by sending the order (click on the button "order and pay"). The Customer may also submit the offer to Callwey by telephone, fax, e-mail or post.

(2) Immediately after sending the order, Customers will receive a confirmation of receipt of their order by e-mail. Callwey can accept the Customer's offer by sending the Customer a written order confirmation or an order confirmation in text form (fax or e-mail), the receipt of the order confirmation by the Customer is decisive, or by delivering the ordered products to the Customer, the receipt of the products by the Customer is decisive, or by requesting payment from the Customer after placing his order.

(3) The text of the contract will be saved by Callwey and sent to the Customer by e-mail upon request.

(4) Callwey shall be entitled to void the order in case the order confirmation of Callwey Verlag contains any typographical or printing mistakes or should the price determination be based on technical transmission errors, whereby Callwey Verlag must prove the error.

### **3. Prices and Terms of Payment**

(1) All prices are quoted in Euro including sales tax. The prices at the time of the order apply. Any additional delivery and shipping costs will be stated separately in the respective product description.

(2) The purchase price shall be due without deduction immediately upon receipt of the products and shall be paid into one of the accounts of Callwey specified in the invoice.

(3) In the case of Subscriptions, the Subscription price becomes due upon receipt of the invoice. Callwey reserves the right to adjust the prices, taking into account the general rate of inflation, even if Subscriptions continue to exist. This right to adjust prices shall apply in particular in the event of demonstrable increases in material, shipping and labour costs in accordance with the relevant customer information.

(4) The Customer is not entitled to withhold payments unless the Customer has a statutory right to withhold payment. In the event of default, interest and collection costs shall be charged. Callwey may demand advance payment for further orders or outstanding partial deliveries in the event of default in payment.

(5) The Customer can pay by invoice (amount payable after receipt of delivery), on advance payment (amount to be paid before delivery of the products), by debit or by credit card. Callwey accepts VISA and Mastercard/Eurocard. If payment is made by credit card, the invoice amount is due immediately when the order is placed.

(6) If invoices for products and services are paid via the SEPA direct debit scheme, the Customer will receive preliminary information on direct debit no later than one day before the due date.

#### **4. Delivery and Shipping Conditions**

(1) Delivery is made to the postal address specified in the order (no P.O. box). If the ordered work has not yet been published, the order will be reserved. We are entitled to make partial deliveries. Ordered deliverable titles will be sent to you immediately. Titles ordered but not yet available will be delivered immediately after publication.

(2) In case of products that are already sold out, you will be informed of this fact immediately; you can then either cancel the order or put your name down for a possible new edition. In this case, down payments will be refunded immediately.

#### **5. Special Conditions for Digital Content (paid articles/e-books)**

(1) Paid Content includes the one-time download of articles ("Paid Articles") against payment as well as temporary access ("Access Right") to certain services and offers against payment. It may, for example, be a single article with an attached PDF from an electronic journal archive.

(2) The use of Paid Articles requires a registration. The address data requested during registration must be complete and correct, e.g. first and last name, current address (no P.O. box) and telephone number (no value-added service number), a valid e-mail address and, if applicable, the company and an authorized representative.

(3) When registering, the Customer chooses a member name and a password. The member name may not violate the rights of third parties - in particular no name or trademark rights - and may not offend common decency.

(4) Customers must keep their password secret and carefully secure access to their member account. Customers are obliged to inform Callwey immediately if there are indications that a member account has been misused by third parties.

(5) Callwey will not disclose a member's password to third parties.

(6) Callwey reserves the right to delete member accounts of incomplete registrations after a reasonable period of time.

(7) For Customers with certain Subscription rights there is a discount on Paid Articles. More details can be found in the price information for the individual Paid Article. Discounts for the different Access Rights are detailed when registering for the Access Rights. Unless otherwise stated, Access Rights are calculated in advance for the specified period.

(8) Callwey reserves the right to change prices at any time and will inform the Customer in a timely manner.

(9) After payment has been made, the download of the Paid Article is possible immediately, but only within a period of 10 minutes after the processed payment. After the download the product is available to the Customer for unlimited time. Access Rights are transferred immediately and limited to the specified period after the payment process.

(10) The download link to each e-book is valid for 4 weeks per purchase. The download can be started maximum 5 times.

(11) Reproduction and distribution of the downloaded Paid Article and e-books is not permitted without prior agreement and written confirmation from Callwey. The user name and the password, which allow the acquired access, may not be passed on to third parties.

(12) Unless otherwise agreed, Access Rights may be terminated in writing with 6 weeks' notice to the end of the invoicing period.

(13) If the downloaded file is defective, the Customer is entitled to a replacement. This replacement shall not exist if the file cannot be opened due to incompatible software.

## **6. Right of Withdrawal**

Consumers are generally entitled to a 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 goods. To exercise the right of withdrawal, you must inform us

Readers Service Callwey  
Große Hub 10, D-65344 Eltville  
Germany  
Fax: +49 6123 92 38-244  
E-Mail: [leserservice@callwey.de](mailto:leserservice@callwey.de)

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. 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.

The products shall be returned to:

A&O GmbH  
Callwey-Lagerware  
Elisabeth-Selbert-Str. 5  
63110 Rodgau-Dudenhofen  
Germany

**Information on the expiry of the right of withdrawal:**

The right of withdrawal expires prematurely in the case of contracts relating to digital content, such as e-books, if the Customer requests and carries out the download of the digital content before the expiry of the withdrawal period.

Otherwise, the statutory exceptions pursuant to § 312 g Abs. 2 BGB (German Civil Code) shall apply.

**7. Data Protection**

Detailed provisions on data protection can be found at:

<https://www.toposmagazine.com/privacy-policy/>

**8. Copyright**

All intellectual property in relation to content, pictures or other material ("Material") on this website belongs to Callwey, and users obtain no interest in that Material. All Material on this site is protected by German and international copyright and other intellectual property laws.

The website may include third party content which is subject to that third party's terms and conditions of use.

Users may download and view the material or print a copy of material on this website for personal, non-commercial use provided you do not modify the copy from how it appears on this website (including any copyright notice). Users may not duplicate or copy all or part of this site for use in another site as a download or for view without the written consent of the Callwey. All rights not expressly granted under these terms of use are reserved.

This applies to electronic as well as printed publications.

**9. Retention of Title**

(1) In relation to consumers, Callwey retains title to the delivered products until the purchase price owed has been paid in full.

(2) Callwey reserves the right of ownership of the delivered products vis-à-vis entrepreneurs until all claims arising from an ongoing business relationship have been settled in full.

(3) If the Customer acts as an entrepreneur, he shall be entitled to resell the reserved products in the ordinary course of business. All claims against third parties arising from this sale shall be assigned by the Customer in advance to Callwey in the amount of the respective invoice value (including value added tax). This assignment shall apply irrespective of whether the products have been resold without or after processing. The Customer remains entitled to collect the claims even after the assignment. The authority of Callwey to collect the claims shall remain unaffected thereby. However, Callwey shall not collect the claims as long as the Customer meets its payment obligations towards Callwey, is not in default of payment and no petition for the opening of insolvency proceedings has been filed.

## **10. Liability for Defects (warranty) and Transport Damage**

(1) If the Customer acts as an entrepreneur, Callwey shall have the choice of the type of remedy for defects; in the case of new products, the limitation period for defects shall be one year from the passing of risk; the limitation period shall not commence again if a replacement delivery is made within the scope of liability for defects.

(2) If the Customer acts as a consumer, the statutory warranty shall apply. For all defects occurring during the statutory warranty period of two years from delivery, the Customer shall have the statutory right to remedy (at the Customer's option: rectification of the defect or replacement) and - if the statutory requirements are met - the statutory rights to reduction or revocation as well as compensation for damages.

(3) If products with obvious transport damages are delivered, please report such defects immediately to the carrier and contact us as soon as possible: Phone number: +49 89 436005-0

(3) Failure to make a complaint or contact us will not have any consequences for your statutory warranty rights. However, you can help us to be able to assert our own claims against the carrier or the transport insurance.

## **11. Liability**

Callwey shall be liable to the Customer for all contractual, quasi-contractual and statutory claims, including claims in tort, for damages and reimbursement of expenses as follows:

(1) Callwey shall be liable without limitation on any legal grounds whatsoever in the event of willful intent or gross negligence, in the event of willful or negligent injury to life, limb or health, on the basis of a guarantee promise, unless otherwise agreed, on the basis of mandatory liability such as under the Product Liability Act.

(2) If Callwey negligently violates an material contractual obligation, liability shall be limited to the foreseeable damage typical for the contract, unless unlimited liability is assumed in accordance with the above clause. Material contractual obligations are obligations which the contract imposes on Callwey in order to achieve the purpose of

the contract, the fulfilment of which is essential for the proper execution of the contract and the observance of which the Customer may regularly rely on.

(3) The website may include links to third party sites which are not related to Callwey and in relation to which Callwey has no control or interest. The appearance of those links on this site does not indicate any relationship between Callwey and that third party or any endorsement by Callwey of that third party, its site or the products or services which it is advertising on this site. At the time of publishing the link Callwey could not discover any illegal content on the linked site. Callwey is not responsible for the update and change of linked pages and therefore distances itself from their content.

We are not responsible for the content of websites that link to the Callwey site. Deep links or img-links to our site are only permitted on prior written agreement with Callwey.

(4) Any other liability on part of Callwey is excluded.

(5) The above liability provisions shall also apply with regard to the liability of Callwey for its vicarious agents and legal representatives.

## **12. Applicable Law**

All legal relationships between the parties shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods. For consumers, this choice of law only applies to the extent that the protection granted by mandatory provisions of the law of the state in which the consumer has its habitual residence is not withdrawn.

## **13. Place of Jurisdiction**

If the Customer acts as a merchant, legal entity under public law or special fund under public law with its registered office in the Federal Republic of Germany, the exclusive place of jurisdiction for all disputes arising from this contract shall be Munich. If the Customer has its registered office outside the territory of the Federal Republic of Germany, Munich shall be the exclusive place of jurisdiction for all disputes arising from this contract if the contract or claims arising from the contract can be attributed to the professional or commercial activity of the Customer. In the aforementioned cases, however, Callwey shall in any case be entitled to bring action before the state court at the Customer's place of business.

## **14. Consumer Dispute Resolution**

The European Commission provides a platform for out-of-court online settlement of disputes (the so-called OS platform) under <http://ec.europa.eu/consumers/odr/> In this context, we are legally obliged to inform you of our e-mail address. This e-mail address is: [callwey-leserservice@vuservice.de](mailto:callwey-leserservice@vuservice.de). We make efforts to settle possible disagreements from our contract amicably. Furthermore, we are neither willing nor obliged to participate in a dispute resolution procedure before a consumer arbitration board.

## **15. Final Provisions**

(1) If a provision of these GTC is invalid, the remaining provisions shall remain unaffected. The invalid provision shall be deemed to be replaced by a provision that comes closest to the meaning and purpose of the invalid provision in a legally effective manner. The same applies to any loopholes.

(2) Callwey is only able to carry out a very limited check of the member registration data stored on the websites operated by Callwey, as the identification of persons on the internet is only possible to a limited extent. Despite various types of security precautions, it is therefore possible that incorrect contact data has been stored for a member account. Each member must therefore verify the identity of his contractual partner for himself.

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