

# MCKLEIN PUBLISHING

## General Terms and Conditions of Business with Important Customer Information

**NOTE: In case of doubt concerning the German or English versions of these General Terms and Conditions of Business, the German version will be decisive and legally binding.**

Scope of application for the business relationships between Verlag Reinhard Klein GbR, In der Rosenau 19, 51143 Cologne, Germany and the customer, these general terms and conditions of business (GTC) apply exclusively. Conditions standing in opposition to or deviating from these GTC are not recognized by Verlag Reinhard Klein GbR, and such conditions are herewith controverted explicitly by Verlag Reinhard Klein GbR. The customer's opposing terms and conditions are only valid, when Verlag Reinhard Klein GbR explicitly agrees to these in writing. Time of Contract Conclusion By clicking on the "submit Order" button, you are placing a binding order for the goods contained in the shopping cart. The confirmation of the received order occurs immediately following the sending of the order. The contract of sale is either the result of our confirmation of delivery or the delivery of the goods.

### Access to the contractual text

The text of the contract is saved. You have access to the general conditions of the contract at all times on the "GTC" page.

### Delivery times

Please, see the product description for the expected delivery time. When no such information is found there, then the delivery takes place within 30 days of receiving the order. Longer delivery times are possible upon request. The book "Group B - The Owner's Edition" will not be released before the end of 2010.

### Partial deliveries

We reserve the right to carry out partial deliveries. Additional shipping costs only result from explicit agreements.

### Right of withdrawal

You can revoke your contractual statement within 1 month. The withdrawal must not contain a reason, and it may be carried out in writing (e.g. letter, fax, e-mail), or if you received the good within the period of notice, by returning the goods by postal delivery. The period of notice starts upon receipt of this notification in writing, however not before receipt of the goods by recipient (however, in the event of recurring delivery of similar goods, not before receipt of the first installment thereof), and not prior to us fulfilling our information obligation pursuant to article 246 § 2 in conjunction with 1 paragraph 1 and 2 EGBGB and our obligations pursuant to 312e paragraph 1 sentence 1 BGB in conjunction with 246 § 3 EGBGB. The period of notice is considered to be upheld by the timely posting of goods or the withdrawal to the following address:

McKlein Publishing – Verlag Reinhard Klein GbR  
CEO: Reinhard Klein  
In der Rosenau 19, 51143 Cologne, Germany  
publishing@mcklein.de  
Fax 0049 (0)2203 359238

In the event of a valid revocation, any services or products received, and any profit derived there from, if any, such as interest, shall be returned. In the event that you are unable to return the services or products received in their entirety or at all, or where you can only return them in a deteriorated state, then you will be liable to pay an indemnification to us accordingly. This does not apply for the surrender of goods, if the deterioration of the product can be attributed solely to the inspection thereof, in a manner similar to inspecting a product personally in the shop. For any deterioration that occurred by using the goods as intended, you do not have to pay an indemnification.

You are obliged to make return shipment of the good at our risk, if it can be sent by parcel. You will have to bear the costs of return shipment if the delivered goods comply with the ordered goods and if the price of the good to be sent back does not exceed an amount of 40 Euro or if, where the price is higher, you have at the date of the revocation not yet rendered consideration or given a part payment. In any other cases the return shipment is free. Goods that are not suitable for consignment by parcel post will be collected. Obligations concerning the refund of payments have to be fulfilled within 30 days. The deadline starts with your dispatch of your revocation request or the item in question; for us it starts with our receipt of the same.

**Warranty**

The warranty is observed according to regulations by law, whereby in the event of defective goods we first carry out a subsequent delivery or repair, at your discretion. In the event of ineffective repair, or of a subsequent delivery that is equally defective, you can return the goods and receive full reimbursement of the purchase price, or you may keep the goods at a reduced purchase price. Information concerning possible manufacturer guarantees may be gathered from the product documentation.

**Conditional sale**

We retain ownership of the goods until full payment has been received. Jurisdiction the place of jurisdiction for all legal disputes resulting from this contract is Cologne, Germany, excepting when the customer is a consumer.

**Data privacy statement**

We make use of user data exclusively for the purpose of processing your order. All customer data is saved and processed in accordance with the pertinent regulations of the Federal Data Protection Act (BDSG) and the Telecommunication Service Data Protection Act (TDDSG). In regard to your saved data, you have the right at all times to access the information free of charge, as well as to have it corrected, blocked or deleted. Please contact us at [publishing@mcklein.de](mailto:publishing@mcklein.de) or send us your requests by post or fax. We do not make available your personal data to third parties without your expressed consent, which is revocable at any time. Exceptions here are our service providing partners, who require the transfer of data as a part of order processing (example: the mail-order firm contracted for the delivery, or the financial institution contracted for the handling of payments). In such cases, the scope of transferred data is always limited to the necessary minimum.

**Copyright**

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