

# General Terms and Conditions

**Article 1 Scope** The General Terms and Conditions detailed below apply exclusively to business transactions between Neuwerk – Buch- und Musikalienhandlung GmbH (Neuwerk) and its customers. The version current at the time of the conclusion of the contract applies. These are the sole General Terms and Conditions. Customers' terms which may conflict with, or diverge from, these terms and conditions of trade cannot be accepted.

**Article 2 Introduction** The description of our range of goods on the internet should not be regarded as an offer to conclude a contract within the meaning of Section 145 of the German Civil Code (BGB), rather it is only for the information of the customer. Neuwerk does not accept contractual obligations, such as terms of a delivery guarantee, at this stage. At the time of placing an order with Neuwerk, the customer expresses an intention to conclude a contract. The contract with Neuwerk comes into force at the time Neuwerk accepts an offer. The acceptance takes the form of dispatch of the goods ordered or by sending a confirmation of dispatch. In the case of Neuwerk's inability to accept an offer, this will be notified to the customer in electronic form.

## Article 3 Withdrawal – Instructions on withdrawal –

The customer has 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,

- a) (for a delivery) where the customer or an entitled third party, who is not the carrier, took possession of the goods;
- b) (for a contract for several goods having been delivered separately, although being ordered together) where the customer or an entitled third party, who is not the carrier, took possession of the last goods;
- c) (for delivery of goods in several part-shipments or pieces) where the customer or an entitled third party, who is not the carrier, took possession of the last part-shipment or the last piece;
- d) (for a contract for regular delivery of goods over a definite period) where the customer or an entitled third party, who is not the carrier, took possession of the first goods.

To exercise the right of withdrawal, the customer must inform

Neuwerk – Buch- und Musikalienhandlung GmbH  
Heinrich-Schütz-Allee 35, 34131 Kassel, GERMANY  
Tel.: 0561 3105-0 · Fax: 0561 3105-310  
info@baerenreiter.com

of his decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). He may use the attached model withdrawal form\*, but it is not obligatory. To meet the withdrawal deadline, it is sufficient that the customer sends his communication concerning his exercise of the right of withdrawal before the withdrawal period has expired.

## Effects of withdrawal

If the customer withdraws from his contract, Neuwerk shall reimburse all payments received from him, including the costs of delivery (with the exception of the supplementary costs resulting from his choice of a type of delivery other than the least expensive type of standard delivery offered by Neuwerk), without undue delay and in any event not later than 14 days from the day on which Neuwerk is informed about his decision to withdraw from this contract.

Neuwerk will carry out such reimbursement using the same means of payment as the customer used for the initial transaction, unless the customer has expressly agreed otherwise; in any event, the customer will not incur any fees as a result of such reimbursement. Neuwerk may refuse the reimbursement until Neuwerk has either received the return or until the customer has given proof that he returned the goods, depending on what is effected at an earlier date.

The customer has to return or consign the goods without any delay and in any case within 14 days after he informed Neuwerk about his withdrawal and address them to Neuwerk – Buch- und Musikalienhandlung GmbH, c/o KGA Verlags-Service GmbH & Co. KG, Brandaustraße 10, 34127 Kassel. The deadline is observed when the customer dispatches the goods prior to expiration of the 14 days deadline. The customer has to pay for the direct return expenses. The customer only has to pay for an eventual loss in value of the goods, if this loss in value has to be put down to an exposure not necessary for an examination of quality, nature and functionality of the goods.

– End of right of withdrawal instruction –

## Exclusion and expiration of withdrawal right

The right of withdrawal does not apply to ► contracts for the delivery of audio- or videorecordings or computer software in sealed package, when the sealing has been removed after delivery; ► contracts for the delivery of newspapers, periodicals or magazines with the exception of subscription contracts; ► contracts for the delivery of goods that are not prefabricated and for those production an individual selection or instruction of the customer is significant or that were definitely prepared to the customer's specifications.

The right of withdrawal expires for a contract of delivery of digital contents on a non physical data medium even when the trader started to execute this contract, after the consumer has expressed his definite agreement and at the same time acknowledged him noticing that he loses his right of withdrawal with the beginning of the contract's execution.

**Article 4 Supply of goods ordered** Unless agreed otherwise, Neuwerk is obliged to deliver the goods ordered as quickly as possible to the address given by the customer. Neuwerk is entitled to make partial deliveries, as long as the customer expects this. The costs for the separate deliveries will be charged by Neuwerk to the customer in the respective stated amounts. All risks of shipping pass to the customer as soon as the goods are transferred from Neuwerk to the commissioned supplier. This does not apply in cases where the customer is a consumer within the meaning of Section 13 of the German Civil Code. Information about delivery dates are non-binding, unless Neuwerk has informed the customer in writing in a particular case.

If it is impossible to supply within the usual delivery period the customer is entitled to stipulate an additional period of three weeks and to withdraw from the contract if there is no positive result within this period. The withdrawal must be made in writing. No claim for compensation will be accepted unless Neuwerk is guilty of gross negligence or deliberate intent.

- 1 = No longer supplied by us
- 2 = Not to be published
- 3 = Available on hire only
- 4 = Not yet published; new edition in preparation, edition has been backordered
- 5 = Temporarily not in stock or out of print, delivery will take longer than 4 weeks, edition has been backordered
- 6 = Indefinitely out of print, reprint date not fixed edition has been backordered
- 7 = Permanently out of print, reprint not planned, edition has not been backordered
- 8 = Currently not in stock or out of print, available again within 4 weeks, edition has been backordered

## Article 5 Settlement date and payment of the purchase price

Payment of the purchase price is due within 10 days of receipt of the consignment. Payment can be made either by direct debit (applicable to Europe only), bank transfer or credit card. Neuwerk is guided by the customer's wishes with regard to payment methods. In the case of delayed payment, Neuwerk is entitled to charge the customer according to Section 13 of the German Civil Code default interest amounting to 5 % p.a. above the prevailing base rate as determined in Section 247 paragraph I of the German Civil Code. For customers who are not consumers within the meaning of Section 13 of the German Civil Code, the default interest rate is 9 % p.a. above the prevailing base rate as determined by Section 247 paragraph I of the German Civil Code. In addition Neuwerk reserves the right to enforce further damages.

**Article 6 Retention of title** Goods supplied remain the property of Neuwerk until complete payment of all claims outstanding against the customer has been received.

**Article 7 Guarantee in the case of defects** Neuwerk is liable for defects which are present at the point of delivery, but liability is limited to the duration of the legal warranty period. For contracts with consumers within the meaning of Section 13 of the German Civil Code (BGB) the warranty period is two years from receipt of the goods. If the customer is consumer (§ 13 BGB) he is obliged to notify obvious defects within 14 days whereas it is sufficient to forward the claim on time; for non obvious defects a claim within the legal warranty period is sufficient. If the customer is trader (§ 14 BGB) § 377 HGB will apply for all defects. If Neuwerk is responsible for a defect, Neuwerk undertakes either to remove this defect or supply a replacement. Neuwerk does not accept liability for claims which do not relate directly to the goods, or for lost earnings or other financial losses incurred by the customer unless due to malicious intent or gross negligence. This disclaimer does not apply to injuries to life, body or health.

## Article 8 Data protection

Collection, processing and use of personal data:

1. Neuwerk is committed to protecting the privacy of all persons and to handle their personal data confidentially. The basis for this is the prevailing statutory legal regulations.
2. If and so far as the data is used for purposes of advertising, market or opinion research, the customer consents to this use. S/he has the right to revoke such a use at any time. A revocation should be addressed to:

Neuwerk – Buch- und Musikalienhandlung GmbH  
Heinrich-Schütz-Allee 35, 34131 Kassel, GERMANY  
datenschutz@baerenreiter.com

3. Data received from customers is collected, processed and used first and foremost for fulfilment of a contract. For further details, please see Data protection.\*

**Article 9 Final clauses** This contract is subject to the mandatory provisions of the country of the customers' ordinary residence. Otherwise German law is applicable. To the extent permitted by law the place of fulfilment and jurisdiction is Kassel. The invalidity of individual provisions does not affect the remaining effectiveness of the remaining articles of the contract and these General Terms and Conditions. Neuwerk does not participate in dispute resolution procedures before consumer arbitration boards.

Neuwerk – Buch- und Musikalienhandlung GmbH  
Heinrich-Schütz-Allee 35, 34131 Kassel, GERMANY

Managing Director: Prof. h.c. Barbara Scheuch-Vötterle  
Companies' Register: Registergericht Kassel HR B 4570

\* Data protection and model withdrawal form will be sent upon request or can be found at [www.baerenreiter.com](http://www.baerenreiter.com). Kassel, August 2017