

General Terms and Condition of Business
For Subscriptions to Magazines Published by SIGS DATACOM GmbH
(print form or online, for example as a PDF file)

§ 1 General

(1) The general terms and conditions of business set out below for subscriptions to magazines published by SIGS DATACOM GmbH relate exclusively to the provision of magazines and not to conferences or face-to-face seminars of SIGS DATACOM GmbH (hereafter referred to as "SIGS DATACOM").

(2) An e-subscription is the provision of individual print issues in the form of an overall PDF for each issue exclusively for subscribers. This type of subscription is currently only available for BI-SPEKTRUM.

(3) By placing an order with us, the content of these terms shall be deemed to have been acknowledged and approved. Any general terms and conditions of the client - including in particular special purchasing terms sent over with the order - and which deviate from our own general terms and conditions shall have no application unless they have been expressly confirmed in writing by SIGS DATACOM.

§ 2 Ordering / Conclusion of the purchase agreement

(1) The client can order subscriptions for particular magazines as print subscriptions or e-subscriptions by completing the appropriate order form and clicking on "Purchase".

(2) By pressing the "Purchase" button, the client submits a binding offer to conclude the corresponding contract. SIGS DATACOM accepts the offer by sending an order confirmation by e-mail. This creates the contract.

(3) There is no obligation on the part of SIGS DATACOM to accept the offer. Any confirmation of receipt does not represent a binding order confirmation and is therefore not to be considered acceptance of the order.

(4) To be able to fulfil the order, the publisher will store addresses in the subscriber database.

(5) It is also possible to place an order with IPS, the service provider appointed by SIGS DATACOM to process the subscriptions, on the same terms.

§ 3 Right of cancellation

(1) In contrast with other distance-selling contracts pursuant to § 312d para. 4 no. 1 and 3 German Civil Code, the client has no right of cancellation when purchasing magazines and digital content (e-subscriptions), even if it places the order as a consumer. This does not include the ordering of magazines over the phone.

(2) When ordering magazines over the phone, the following right of cancellation is available to the client.

(3) Cancellation instructions

START

Right of cancellation

You can revoke your contractual statement within 14 days without indicating reasons in text form (e.g. letter, fax, e-mail) or - if the item is delivered to you before expiry of the time limit - also by returning the item. The deadline takes effect on receipt of this notice in text form, but not before receipt of the goods by the recipient (not before receipt of the first partial delivery in the case of recurrent supply of similar goods), nor before fulfilment of our information obligations as per Article 246 § 2 in conjunction with § 1 para. 1 and 2 of the Introductory Act to the German Civil Code (EGBGB) and our obligations as per § 312g para.1 page 1 German Civil Code in conjunction with Article 246 § 3 EGBGB. Timely dispatch of revocation or the item is sufficient to observe the revocation deadline. Revocations are to be submitted to:

SIGS DATACOM GmbH

Lindlaustrasse 2c
D-53842 Troisdorf
Germany

Tel.: +49 (0)2241/2341-100
Fax: +49 (0)2241/2341-199
E-mail: info(at)sigs-datacom.de

Consequences of cancellation

In the event of a valid revocation, the performance delivered by either party is to be returned and the proceeds of any utilization (e.g. interest) submitted. If you cannot return the received performance to us, or return such performance only partially or in a deteriorated condition, you must provide us with compensation to the required extent. This does not apply to the surrender of items whose deterioration is solely attributable to the testing of it, as would be possible to undertake in a shop, for example. Otherwise you can avoid the obligation to pay compensation for deterioration caused by proper usage of the item by not using the item as if it were your property and refrain from all acts that might impair its value. Items which can be dispatched in packages are to be returned at our risk. You have to bear the regular costs of return if the delivered goods correspond to the order, and if the price of the goods to be returned does not exceed 40 EUR or, in case of a higher item price, if you had provided no consideration or contractually agreed partial payment at the time of revocation. Otherwise the return is free of charge for you. Items which cannot be dispatched in packages will be collected from your premises. Payment obligations must be fulfilled within 30 days. The time limit becomes effective for you upon dispatch of your revocation notice or the item, and upon its receipt for us.

END OF CANCELLATION INSTRUCTIONS

§ 4 Frequency of publication / Delivery terms

(1) The magazines OBJEKTspektrum and JavaSPEKTRUM are published bimonthly plus special issues. BI-SPEKTRUM is published every three months. We reserve the right to make changes.

(2) The print issue of the magazines will be sent to the client immediately on the publication date. The client is responsible for the usual postage costs. These are included in the annual subscription price.

(3) The e-subscription will be delivered as a PDF document and will be made available to download from the homepage of SIGS DATACOM GmbH on the publication date.

(4) The delivery start date depends on the frequency of publications of the magazine or e-subscription ordered. The same applies for the time of each subsequent delivery.

(5) SIGS DATACOM is entitled to make partial deliveries.

§ 5 Non-delivery / Disruptions to delivery

(1) In the event of an outage as a result of force majeure or other circumstances for which SIGS DATACOM is not responsible, in particular as a result of a strike or a lock-out, the statutory provisions will apply, according to which the publisher is released from its specific delivery obligation. In this situation, the subscription period will be extended by a time equal to the duration of the disruption to delivery. In this respect, the client will not be released from its payment obligation.

(2) Paragraph 1 expressly does not apply to a delivery that is merely late. In this situation, the client's payment obligation continues.

(3) All further claims for damages are excluded.

§ 6 Subscription prices and payment terms

(1) The respective subscription price is stated in the information contained in the order form and applies for the time period stated there.

(2) Prices for magazine subscriptions and e-subscriptions may change during the term of the contract.

(3) The stated subscription price includes both statutory VAT and postage costs.

(4) The subscription prices are due and payable at the beginning of the respective delivery / billing cycle.

(5) Subscription prices can be paid by invoice, direct debit or credit card. The client can specify the preferred payment method in the order form.

§ 7 Amendments

Changes to a subscription, for example a change of address, must be brought to the publisher's attention no later than 14 days before the appearance of the next issue. Changes to a subscription include any changes that have an effect on the carrying out of the services and the contractual relationship.

§ 8 Duration of the contract and termination

(1) The contract initially applies for the minimum period stated in the order form.

(2) A subscription must be cancelled by giving six weeks' notice before the end of the subscription period. In the absence of any termination, a mini-subscription (trial subscription) will convert into an annual subscription. In the event of non-cancellation, an annual subscription will be automatically extended for a further year.

(3) In the case of special promotions, and by way of exception, the six-week notice of cancellation specified in paragraph 2 may not apply if particular cancellation methods are specified.

(4) Cancellations are to be notified to SIGS DATACOM in writing. The cancellation is effective upon the next available issue following receipt by SIGS DATACOM.

(5) The right of both parties to terminate the contract for a compelling reason and, in certain circumstances, without notice, remains unaffected. A compelling reason will be deemed to exist in particular if one of the parties culpably breaches a material obligation under the contract, particularly in cases of non-payment or non-delivery of magazines or e-subscriptions, except in the circumstances set out in § 5 of these general terms and conditions of business.

§9 Data protection

(1) The client furthermore agrees that the personal data associated with its subscription may be used for the purpose of contacting it.

(2) The publisher shall provide the subscriber with monthly updates consisting of specialised information and complementary articles from OBJECTspektrum and JavaSPEKTRUM in electronic format. The publisher will include its business partners in this.

(3) The client may object to its data being used as specified in paragraph 2 by deactivating the consent field (on the internet form) or by ticking the appropriate box (on the printed form). In this situation it will not receive the specialised information specified in paragraph 2.

§ 10 Final provisions

(1) The law of the Federal Republic of Germany applies exclusively. The application of the UN Convention on the International Sale of Goods (CISG) is excluded.

(2) To the extent the client is a merchant, a legal entity under public law or a public law special fund, the place of jurisdiction for all disputes arising directly or indirectly out of the contractual relationship between SIGS DATACOM and the client is the location of the registered office of SIGS DATACOM GmbH.

(3) In the case of paragraph 2, the place of performance is agreed to be the location of the registered office of SIGS DATACOM GmbH.

(4) Should an individual provision of these general terms and conditions of business be ineffective, this does not affect the validity of the remaining provisions. In this situation, the parties will negotiate to agree a provision that replaces the ineffective provision which most closely corresponds to the original provision. The same applies for incomplete provisions.

Revised: 28 January 2014