

General Terms and Conditions

1. Scope of validity, Seller

(1) These General Terms and Conditions apply to the sale of publications produced by the former Koordinierungsstelle (Coordination Office) Magdeburg via the website www.kulturgutverluste.de.

(2) The Seller is:

German Lost Art Foundation
Humboldtstraße 12
D-39112 Magdeburg
Germany
Tel: +49 (0) 391 727 763 0
E-mail: kontakt@kulturgutverluste.de

(3) The Buyer's general terms and conditions shall not apply.

2. Conclusion of contract, payment

(1) The contractual language is German. Only the German wordings are legally binding. The translation of the contract text, the General Terms and Conditions and the revocation policy together with the model revocation form are provided as a service only.

(2) Sending the online order by using the button "Buy now" constitutes a binding offer to the Seller to conclude a purchase contract. The contract shall only be concluded by means of the confirmation e-mail (non-automated order confirmation) which the Seller sends to the Buyer in response to the online order together with the invoice.

In the event of an order enquiry by telephone, e-mail or letter, the Seller shall send the Buyer a binding offer by e-mail or letter. In these cases, the purchase contract is not concluded until the Buyer accepts the Seller's offer.

(3) Prices are quoted in euros (€).

(4) The prices quoted are inclusive of the applicable value added tax and do not include the stated shipping costs.

(5) Payment shall be made in advance only.

The account details will be communicated to the purchaser with the confirmation e-mail in the event of an online order being placed. Receipt of payment must be made within two

calendar weeks after receipt of the confirmation e-mail to the specified account of the Seller.

Insofar as the order enquiry has reached the Seller by telephone, e-mail or letter, the Seller shall inform the Buyer of the account details for payment of the purchase price subsequent to acceptance of the offer when sending the invoice. In this case, the payment deadline is two calendar weeks after receipt of the invoice by the Buyer.

3. Delivery, shipping costs

- (1) The dispatch of the purchased item shall take place within one calendar week after receipt of payment to the address stated with the order.
- (2) The shipping costs are 6.99 euros for delivery within Germany for purchases of up to five publications, 10.49 euros for six to ten publications and 19.99 euros for 11 to 20 publications.

In the case of shipping outside the Federal Republic of Germany and for orders of more than 20 publications, the costs cannot be conclusively determined before the online order is submitted. This requires an assessment of the individual order based on the criteria of weight, dimensions and destination country. The shipping costs will be communicated in the confirmation e-mail. In order to avoid unexpectedly high shipping costs, the exact shipping costs for an intended order can be requested in advance.

- (3) The Buyer shall bear the costs for any necessary repeat shipping (e.g. in the event of an incorrect address, relocation after order placement, lack of delivery information at the doorbell/letterbox), insofar as they are responsible for the fact that the purchased item could not be delivered.
- (4) There is no entitlement to a specific shipping service provider. As far as possible, the purchased item will be shipped by Deutsche Post AG or DHL.

4. Warranty

The statutory provisions on warranty law shall apply.

5. Limitation of liability

In the event of intent and gross negligence, the Seller shall be liable for all culpably caused damage, including that of its representatives or vicarious agents.

In the case of

- injury to life, limb or health,
- damage under the Product Liability Act (ProdHaftG),
- damage resulting from the breach of a cardinal obligation (cardinal obligations are obligations the fulfilment of which makes the proper performance of the contract possible in the first place and on the observance of which the contractual partner may regularly rely),
- breach of quality agreements and
- fraudulent concealment of defects

the Seller shall also be liable for slight negligence and thus for any fault of its representatives or vicarious agents.

In the event of a breach of cardinal obligations, the amount of liability shall be limited to the foreseeable damage typical of the contract, unless another of the cases of extended liability listed above applies at the same time.

6. Storage and accessibility of the contract text

We store the Buyer's order data including our General Terms and Conditions in the version applicable at the time of the conclusion of the contract after the conclusion of the contract for the execution of the contract with the Buyer and beyond that in the fulfilment of the statutory obligations and of our obligations to retain records under public funding legislation.

After receipt of the order by us, the order data, the legally required information for distance selling contracts and the General Terms and Conditions will be sent to the Buyer again by e-mail.

As long as our General Terms and Conditions continue to apply in the version applicable at the time of conclusion of the contract, they shall be accessible to the Buyer via our website offer within the scope of its availability. In the event of future amendments to our General Terms and Conditions, we reserve the right to publish only the current amended version on our website and to keep only this version available for retrieval there.

7. Online dispute resolution

The EU Commission offers consumers a complaint procedure for online dispute resolution via a website. This is available at:

<http://ec.europa.eu/consumers/odr/>.

We are not willing and not obliged to participate in a dispute resolution procedure before a consumer arbitration board.

8. Applicable law

The contract, including the form of its conclusion and all rights and obligations arising from it, shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods and private international law.

However, this choice of law shall not apply in the case of consumers (= purchasers) insofar as it concerns mandatory protective provisions of the law of the state in which the consumer has their habitual residence. Such protective provisions shall remain applicable.

9. Place of jurisdiction

The exclusive place of jurisdiction is the registered office of the Seller in Magdeburg, providing the Buyer is a merchant, a legal entity under public law or a special fund under public law.

The same applies in cases

- in which the Buyer has no general place of jurisdiction in the Federal Republic of Germany,
- in which the Buyer against whom legal action is to be brought moves their place of residence or habitual abode outside the area of application of this law after conclusion of the contract, or
- in which the domicile of the Buyer or their habitual residence is not known at the time the action is brought.

10. Ineffective or non-existent provisions

Should individual provisions of these General Terms and Conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The invalid provisions shall be replaced by the statutory provisions. In the event of the absence of statutory provisions, the parties to the purchase agreement undertake to reach an agreement which comes as close as possible to the economic purpose of the invalid provision. The same applies insofar as the contract contains an unforeseen loophole.