

GENERAL TERMS AND CONDITIONS OF BUSINESS

Correct as at: 16 July 2019

Paragraph 1 Scope

These General Terms and Conditions of Business (Conditions) apply in their latest version to all business relationships between DETAIL Business Information GmbH (DETAIL) and the client (whether consumer or a businessman) valid at the time the order is placed (registration and / or ordering of products)

A consumer is anybody who is not a businessman. A businessman is a natural or legal person or a legally capable unincorporated firm carrying out its / his commercial or freelance professional activities when concluding a commercial transaction (Paragraph 14 Section 1 of the German Civil Code, [BGB]).

Paragraph 2 Contractual conditions

The contract is concluded when the order placed online by the customer has been confirmed by DETAIL by e-mail or in another manner, for example by delivery of the goods. All quotations and prices remain non-binding and subject to change until the order has been confirmed by DETAIL.

The annual subscription for **RECYCLING International magazine** encompasses 4 English-language editions and covers a period of one year. The subscription will be automatically extended by a further year if it is not cancelled in writing at the latest eight weeks before the end of the subscription period.

Cancellation of the subscription must be in writing, addressed to Vertriebsunion Meynen GmbH & Co. KG, Subscription Service, 65341 Eltville, Germany.

The date on which Vertriebsunion Meynen GmbH & Co. KG receives the cancellation will determine its punctuality.

Paragraph 3 Listed prices and freight costs

Within Germany, all the prices quoted are final prices, incorporating all price components as well as statutory value-added tax (VAT). When orders are placed from abroad, the statutory value-added tax is not included.

In addition, freight costs to the amount of EUR 5.00 will be charged for the dispatch of single items.

The customer cannot freely select the forwarding agent.

Paragraph 4 Right of Cancellation

Customers may return individually purchased magazines without stating reasons within two weeks after receipt. Goods shall be returned together with the original invoice and in a faultless condition; to maintain the deadline it is sufficient to dispatch the goods within the two weeks period.

Address your return delivery to:

Reader service / subscriber service
Recycling magazine
Vertriebsunion Meynen GmbH & Co. KG
Große Hub 10c
D- 65344 Eltville-Martinsthal
Germany

Paragraph 5 Payment, Arrears and Reserved Ownership

The cost of orders is due for payment immediately on delivery or on receipt of the invoice. In the case of arrears of payment the customer is liable to pay at least 12 percent interest on arrears. In this case DETAIL is entitled to provide services in successive instalments. The goods supplied to the customer remain the property of DETAIL until all claims against the customer are completely satisfied.

Paragraph 6 Guarantee

DETAIL guarantees the availability of the websites www.recyclingmagazin.de and www.recycling-magazine.com for 95% of a calendar year.

No other guarantee will be provided and no specific quality of the goods to be delivered has been agreed upon. In the event of material defects, DETAIL will accept liability in accordance with the statutory regulations, where nothing to the contrary has been specified below.

Evident defects in the goods delivered, i.e. those that are apparent without particular effort, must be reported to DETAIL by the customer, who is an independent contractor, immediately on delivery, but no later than two weeks after receiving the goods, stating the defect in writing. Any later assertion of evident defects by the independent contractor is hereby excluded.

The assertion of non-evident defects by the customer, who is an independent contract, is permitted for a period of one year following receipt of the goods.

Paragraph 7 Offsetting and Retention on the Part of the Customer

The customer can only offset claims against DETAIL with undisputed or legally established claims. The customer only has the right of retention against the contractor arising from claims by an individual, specific contractual relationship which are an integral part of these conditions.

Paragraph 8 Data protection

Your data are in safe hands. Forwarding of your personal data is excluded in principle. **Your data will only be used to process your order and, with your consent, for the purposes of advertising our products and for market research purposes. If you do not want us to use your personal data for our own advertising purposes, you can object to this at any time.**

This website makes use of Google Analytics, a website analysis service offered by Google Inc. ("Google"). Google Analytics uses so-called "cookies", i.e. text files stored on your computer, enabling an analysis of your use of the website. The information generated by the cookie about your use of this website (including your IP address) is transferred to a Google server in the USA and stored there. Google will make use of this information to evaluate your use of the website, to compile reports about the website activities for the website operators and to render other services associated with the use of the website and the Internet. Google may forward this information to a third party where this is legally prescribed or where third parties are processing these data on behalf of Google. Under no circumstances will Google combine your IP address with other Google data. You can prevent the installation of cookies by means of a corresponding setting of

your browser software; we should like to point out, however, that in this event you may not be able to make full use of all the functions of this website. By using this website you declare that you agree to the processing of your data as obtained by Google in the manner described above and for the purposes mentioned above.

Paragraph 9 Liability on the Part of DETAIL Business Information

DETAIL accepts no liability for breaches of duty constituting minor negligence providing these breaches of duty affect no duties essential to a contract, human life, human health, the human body or claims against the Product Liability Law. This applies equally to breaches of duty by DETAIL's agents.

In addition, DETAIL accepts no liability – as provided in Paragraph 1 – for any disadvantage caused to the customer by reason of temporary inability to access the website or parts thereof or for similar technical reasons. In particular, DETAIL accepts no liability – as provided in Paragraph 1 – for system-related failures, interruptions and / or interruptions to the transmission of data or for the failure to adhere to DETAIL's – definitive – instructions for use of their service.

Paragraph 10 The Liability of the Customer

The customer is responsible for keeping his password secret and the use of his password himself. In particular, the customer is obliged to store his password with particular care and to prevent third parties from gaining knowledge of it.

The customer alone is responsible for the unauthorised use of his user name and / or his password. The customer releases DETAIL from all liability in the case of the unauthorised use of the customer's user name and / or his password.

The customer is obliged to inform DETAIL immediately if there is reason to suppose that the user name and / or his password have been used without his permission.

Paragraph 11 Alterations and Modifications

DETAIL may alter the conditions of use for its internet site and its mail-order services at any time. DETAIL will announce any such alteration by means of a notice on its website. The customer consents to the altered conditions by placing an order with DETAIL or making any other use of DETAIL's services after the publication of such a notice of the alteration. With the publication of an altered version of these General Terms and Conditions of Business the previous versions become invalid.

Paragraph 12 Place of Performance, Applicable Law and Local Legal Venue

In transactions between DETAIL and any customer who is a businessman, the exclusive place of performance and legal venue for all claims is – to the extent that this is permissible – Munich (the District Court of Munich I). This contract is governed exclusively by the laws of the Federal Republic of Germany. UN Purchasing law does not apply.

Paragraph 13 Saving Clause

If individual provisions of these General Terms and Conditions of Business are or become ineffective and / or null and void, the validity of the other Conditions remains unaffected. Conditions that are ineffective and / or null and void shall be replaced in a manner that approaches their intended commercial purpose. This applies equally to the filling of gaps in the General Terms and Conditions of Business.

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Responsible court: Munich District Court
HRB number: 183122

Legal note

[Link to the platform of the European Commission](#)

according to Regulation on consumer ODR. We are neither willing nor obliged to participate in dispute resolution procedures before a consumer arbitration body.