



GESELLSCHAFT DEUTSCHER CHEMIKER

## **General Terms and Conditions**

### **§ 1 Scope**

All business relations are based upon these general terms and conditions. The terms and conditions are part of all contracts entered into with the German Chemical Society (GDCh) they are valid for all future contracts, even when they may not be stipulated once more.

Terms and Conditions of contractual partners or third parties are not applicable, even if the GDCh does not explicitly object these terms. Should the contractual partner refer to a letter that contains terms and conditions and not receive an objection from the GDCh, then this does not form an agreement of the validation of the terms and conditions.

### **§ 2 Conclusion of a Contract**

An order poses an offer to the GDCh to be willing to enter into a purchasing contract. Should the goods be out of stock, the contractual partner (purchaser) is bound to his order for the duration of three weeks. The contract comes into effect at the end of the three weeks, unless the GDCh has objected prior in writing. (Emails included).

The contract comes into effect prior to the maturity date by the time the GDCh either delivers to goods, confirms the offer in writing or accepts payment within those three weeks.

### **§ 3 Right of Withdrawal**

The contract can be withdrawn within a period of two weeks without having to name reasons, however the withdrawal needs to be put in writing (e.g. letter or email) or by returning the goods. The GDCh reserves the right to deliver after the period for the right of withdrawal has expired. The withdrawal period commences with the receipt of the right of withdrawal instructions. Making use of the right to withdraw it is sufficient to post the withdrawal notice of the goods within the given time.

The withdrawal by either returning the goods, or by notification by letter are to be addressed to:

Gesellschaft Deutscher Chemiker e.V.  
Postfach 90 04 40  
60444 Frankfurt am Main  
Germany

The withdrawal may alternatively be emailed to: [gdch@gdch.de](mailto:gdch@gdch.de)

In case of an effectual withdrawal the mutual received benefits are to be returned.



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Should some of the received benefits not be returned in full, or be returned in bad condition, then compensation is to be paid.

Postage for returned goods is to be paid for by the GDCh if the value of the goods is above Euro 40,00. Below this amount the postage is to be covered by the contractual partner.

#### **§ 4 Modifications of ordered goods**

The GDCh is obliged to deliver according to catalogue should goods be out of stock. The goods need to comply with legal requirements. Customary or reasonable small variations in colour or measurements do not pose any defects.

#### **§ 5 Price**

The stipulated price is inclusive of Value Added Tax (VAT). Further services are not included in the price.

#### **§ 6 Extension of the period of delivery**

Should the GDCh not be able to meet the agreed delivery date, the purchaser needs to be made aware within ample time. Delays not caused by the GDCh, especially those from suppliers and in cases of force majeure, extend the delivery time for the duration of the disruption. The purchaser can only withdraw from the contact when admonishing the delivery after expiry of the period of delivery and having set an adequate extension of delivery time, the delivery of goods not having taken place within this given timeframe. Has a date of delivery been agreed, the extension of delivery time starts with the passing of the agreed date. The lawful right for compensation instead of the services rendered remains intact.

#### **§ 7 Delivery, passing of risks**

Unless otherwise agreed the delivery is made from stock to the purchasers advised delivery address. The risks are transferred to the purchaser as soon as the goods have left the GDCh, this also applies to partial deliveries. Statements about the delivery date are non-binding unless confirmed in writing.

#### **§ 8 Payment**

The payment can be done as per invoice via money transfer to our bank account.

#### **§ 9 Defects and Liability**

Should a defect of the goods occur, the GDCh may choose to either rectify the defect or to supply alternative goods. Unless for reasons specified further on, no further claims



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can be made by the purchaser. The GDCh is not liable for incurred losses that did not occur on the goods themselves especially not for loss of assets or other financial losses of the purchaser. As far as the GDCh is not or partial liable this is also valid for personal liability of employees, representatives as well as auxiliary persons. Provided that the GDCh has negligently not complied to the contract, the liability to pay damages for goods or bodily damage is restricted to the actual incurred damage.

### **§ 10 Applicable Legislation, Place of Jurisdiction**

The German Law applies Place of Jurisdiction for all claims in conjunction with the business connection is Frankfurt/Main, Germany. The GDCh reserves the right to sue at the place of jurisdiction of the purchaser.

### **§ 11 Data protection**

The GDCh advises that according to § 33 Federal Data Protection Act personal data is stored in order to process the contract.

The GDCh reserves the right to use the data of the contractual partner for advertising and marketing research for its own purposes. On demand by the contractual partner the GDCh has to advise what data is stored for the respective contractual partner, the information needs to be provided in full and free of charge.

The GDCh explicitly advises that data protection cannot be guaranteed when making data transfers via the internet. The contractual partner acknowledges that the provider of the web server that houses to web pages can from a technical point of view access the data at any given time. Other contractual partners may be in a technical position to access the data unauthorized and control messages. Copyright of single presentations lie with the respective author, the copyright of a collected edition lies with the publisher. Reproduction, full or partially requires the agreement of the author or publisher in writing.

Further applicable regulations for events:

Should contradictions to the above mentioned paragraphs occur, the following rules and regulations are to be followed.

### **§ 12 Registration**

The registration to a congress, conference, continuing education course or any other event has to be put in writing. Should the registration not be placed via the Internet, a letter, fax or email is to be sent.

The registration is binding and will be accepted in the order of receipt. Valid is the date of the arrival of the postal mail. Should the event be fully booked the participant will be informed promptly.



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### **§ 13 Registration Fees**

The GDCh reserves the right to invoice the agreed service by electronic means via email. The registration fee is to be paid after receipt of the invoice and should be paid stating the number invoice to:

Gesellschaft Deutscher Chemiker e.V.  
IBAN DE85 5008 0000 0490 0200 00  
SWIFT DRESDEFF XXX  
Bank address: Gallusanlage 2, 60329 Frankfurt am Main

Delegates should present their proof of payment at the congress office when collecting their congress material. Alternatively the invoice may be paid onsite either in either cash, or with debit or credit card (Visa and MasterCard only)

### **§ 14 Cancellation of registrations**

Cancellations need to be put in writing. Cancellations 6 weeks prior to the start of the Event will incur a cancellation fee of EUR 25,00 for national and EUR 40,00 for international congresses. With advanced training seminars the cancellation fee is free up until 6 weeks before the application deadline. For cancellation within 6 weeks before the application deadline the cancellation fee amounts to EUR 50,00 (young chemists EUR 20,00). For cancellations after the above mentioned dates the full invoice amount is due both for Events and advances training seminars. The registration can be transferred free of charge at any time to an alternative delegate, changes have to be advised in writing. Any balances between the participation fee of members and nonmembers are charged for and/or credited.

### **§ 15 Cancellations of Events**

The event can be cancelled without having to name reasons. Paid fees will be refunded in full, further recourse is excluded. A change of speakers or location is not an acceptable reason for cancellation.

Frankfurt am Main, July 1st, 2014

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