

## 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 Deutsche Bunsen-Gesellschaft für physikalische Chemie e.V. (DBG, German Bunsen-Society for physical chemistry) 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 DBG 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 DBG, 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 DBG 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 DBG has objected prior in writing (e-mails included).

The contract comes into effect prior to the maturity date by the time the DBG 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The contract can be withdrawn within a period of two weeks without having to name reasons, however the withdrawal needs to be put in writing (e-mails included) or by returning the goods. The DBG 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 or e-mail have to be addressed to:

Deutsche Bunsen-Gesellschaft für physikalische Chemie e. V.

Varrentrappstrasse 40-42

60486 Frankfurt am Main

[geschaeftsstelle@bunsen.de](mailto:geschaeftsstelle@bunsen.de)

In case of an effectual withdrawal the mutual received benefits are to be returned. 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 DBG 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 DBG 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 of measurements do not pose any defects.

### § 5 Price

The stipulated price is inclusive of Value Added Tax (VAT). Exceptions may apply by participation in a conference. Further services are not included in the price.

### § 6 Extension of the period of delivery

Should the DBG not be able to meet the agreed delivery date, the purchaser needs to be made aware within ample time. Delays not caused by the DBG, 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 contract 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 DBG, 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. The invoice will be sent per post with your order to the address provided. Invoices for conference participation will be send by e-mail.

### **§ 9 Defects and Liability**

Should a defect of the goods occur, the DBG may choose to either rectify the defect or to supply alternative goods. Unless for reasons specified further on, no further claims can be made by the purchaser. The DBG 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 DBG is not or partial liable this is also valid for personal liability of employees, representatives as well as auxiliary persons. Provided that the DBG 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 DBG reserves the right to sue at the place of jurisdiction of the purchaser.

### **§ 11 Registration**

The registration to a congress, conference, course or any other event has to be put in writing. Should the registration not be placed via the internet, a letter 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. Only one registration for each participant is allowed.

### **§ 12 Registration Fees**

DBG accepts payment by PayPal, credit card and bank transfer. When paying by bank transfer, the bill number should be stated. All bank fees and money transfer costs must be paid by the transmitter. Delegates should present their proof of payment at the congress office when collecting their congress material. Participants who sign up at registration desk on site pay the bill by debit card or credit card.

### **§ 13 Cancellation of registrations**

Cancellations need to be put in writing (postal mail or e-mail). Cancellations 5 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. For cancellations after the above mentioned dates the full invoice

amount is due. 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.

#### **§ 14 Cancellations of Events**

(1) 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.

(2) Should DBG need to cancel the event, paid exhibitor/sponsorship money need to be refunded partially or in full. DBG may retain some of the money if the logo of the sponsor has been displayed on promotional material. The refund however comprises a minimum of 50% of the total amount of sponsorship money received.

#### **§15 Room Reservations**

We expressly point out that the obligation of payment lies with the participant for rooms booked and not used.

#### **§16 Photo and Video Rights**

Photos and videos which are taken on behalf of the DBG during the events, will be used by the DBG for documentation, reporting and promotional purposes in online and analog media.

#### **17 Alternative Dispute Resolution**

The European Commission provides an online dispute resolution (ODR) platform at [ec.europa.eu/consumers/odr](https://ec.europa.eu/consumers/odr). We are not obliged to settle disputes and are not prepared to participate in a dispute settlement procedure via ODR or with help of dispute resolution bodies.

If you have any problems, please contact [geschaefsstelle@bunsen.de](mailto:geschaefsstelle@bunsen.de) directly.