

General Terms and Conditions (Ts&Cs)

Goldmedia Online Shop

Section 1 Scope and Vendor

1. These General Terms and Conditions apply to all orders placed with the online shop of the Goldmedia Group (hereinafter referred to as Vendor). The Goldmedia Group includes the following companies:

Goldmedia GmbH Strategy Consulting, managing directors:
Prof. Dr. Klaus Goldhammer, Dr. André Wiegand

Goldmedia Custom Research GmbH, managing director Dr. Florian Kerkau

Goldmedia Consulting GmbH, managing director Dr. Marcus Hochhaus

Service hotline: +49 (0)30-246 2660 (Mon-Fri 10:00 am – 6:00 pm);
Email: Order@Goldmedia.de
2. Our offer is aimed exclusively at adult entrepreneurs (hereinafter Client) in the meaning of Section 14 of the German Civil Code (*Bürgerliches Gesetzbuch*, BGB), i.e. natural or legal persons or a partnership with legal personality which, upon committing to a legal transaction, are exercising their commercial or self-employed professional activity, especially also users who are freelancers or who work in a scientific realm.
3. We give our Client the possibility to purchase studies and market data (hereinafter Content) of digital form from our online shop. This refers to analyses which Goldmedia compiles on the basis of years of expertise acquired in the consultancy and research sector.
4. Our deliveries, services and offers are performed exclusively on the grounds of these General Terms and Conditions. The General Terms and Conditions apply to any and all companies, thus also to all future business relationships, even if not expressly agreed to again. The inclusion of a Client's General Terms and Conditions which contradict our General Terms and Conditions, is herewith already objected to.
5. The contract language is German, and German only.
6. The currently valid General Terms and Conditions are available for download and printing from our website, www.Goldmedia.com or directly with the following link: <https://www.goldmedia.com/en/publications-shop/general-terms-and-conditions/>

Section 2 Conclusion of Contract, Storing Contract Information

7. The product presentation in the online shop does not constitute a binding offer on behalf of the Vendor in relation to the conclusion of a contract of sale. Instead, it serves the purpose of submitting a binding offer on behalf of the Client. The Client can add one or multiple items to the product basket. In the course of the ensuing order process you, the Client, may indicate your personal details and the form of payment.
8. By clicking the Pay Now button, you submit a binding purchase offer (Section 145 BGB).
9. Before placing your order, you may correct your details any time with the Delete button, or under Edit Details. During the order process we will inform you of additional possibilities to edit your details. You may terminate the order process any time by closing the browser window.
10. After receiving the purchase offer, you will receive an automatically generated email in which we acknowledge that we have received your order (Confirmation of Receipt). This Confirmation of Receipt does not constitute an acceptance of your purchase offer. This Confirmation of Receipt does not entail the conclusion of a contract.
11. A contract of sale for the merchandise is only concluded once we have explicitly declared the acceptance of the purchase offer or, if we ship the merchandise to you without prior, express notification of acceptance. If you have chosen Paypal as your form of payment, the contract of sale is concluded at the time of confirmation of the payment order by the payment services provider.
12. We will store the contract text together with the respective contract details and will email the order information to you.

Section 3 Prices, Change in Prices

13. The prices stated at the time of placing the order are the relevant prices for the invoice.
14. Prices stated on the product pages are net prices. Depending on the shipping point and the place of delivery, the relevant value added tax is payable on top at the time of concluding the contract of sale.
15. In addition to the stated net price, Clients placing their order from Germany will have the value added tax (currently 19%) included in the invoice. For Clients placing their orders from an EU member country, value added tax is only charged if they do not provide a valid VAT identification number. For Clients placing their orders from a third country outside of the EU, no value added tax will be charged (VAT-free export).

16. Our products are digital products and as a rule, are free of shipping costs.

Section 4 Terms of Payment, Invoicing Default

17. Payment may be effected either:

as payment in advance
by credit card
by Paypal
or
on account.

18. When opting for advance payment, we will provide you with our account details in the order confirmation. The invoice total is payable to our account within 10 days after receiving the order confirmation.

19. When paying by credit card, the credit card will be charged when we accept your order.

20. When paying by Paypal: It is for you to settle the invoice total through Paypal.

21. A purchase on account is only feasible for companies with an invoice and delivery address in Germany, subject to good credit standing.

22. The invoice will be sent to the address that you stated in the order.

23. The invoice total is payable immediately upon receipt of invoice, without any deduction.

Section 5 Offsetting, Right of Retention, Assignment

24. You are only entitled to offsetting the invoice total if your counterclaim has been established as final and absolute or if we did not contest it.

25. You may only exercise a right of retention if and insofar as your counterclaim refers to the same contractual relationship.

26. The Client is not entitled to transfer rights resulting from this contract to third parties without the prior written approval of the Vendor.

Section 6 Delivery, Reservation of Title, Shipping Costs

27. Unless agreed otherwise, the product will be delivered at your request to the email address that you provided.

28. The product shall remain our property until the full amount has been paid.
29. There are no costs for delivery or shipping. Exception: Products that are subject to a charge and which are purchased through other vendors and websites are purchased subject to the terms of delivery and shipping as stated there.

Section 7 Warranty

30. Statutory warranty applies.

Section 8 Liability

31. Unlimited liability: We assume liability without limitation in the case of willful intent and gross negligence as well as under product liability laws. In cases of slight negligence, we assume liability for damage resulting from harm to life, limb or health of persons.
32. In other respects, the following limited liability applies: In the event of slight negligence we will assume liability only in the case of a breach of a material contractual obligation, the fulfilment of which is required anyway for the proper performance of the contract and the compliance with which you may routinely rely on (material contractual obligation). The amount of liability for slight negligence is limited to the typically foreseeable damage to be expected at the time of concluding the contract. This limitation of liability applies even in relation to our vicarious agents.

Section 9 Copyrights

33. Any and all publishing and copyrights for the products supplied rest with the companies of the Goldmedia Group listed in Section 1 (1). The commercial re-use and reproduction of the wording and photos is prohibited. This applies to all products and the entire Internet offer of the Goldmedia Group, with the exception of press releases published on the Web pages, or separately marked publications.
34. All electronic documents and files of companies of the Goldmedia Group (PDF, DOC, PPT files, HTML/PHP pages, video and audio files, etc.) and their printouts are protected by copyrights. The Client shall undertake to comply with these when purchasing the products, meaning in particular that copies are intended for personal use only and must not be handed to third parties. Insofar as a delivery is effected by email, neither the file nor the link shall be forwarded to third parties. Generally, copies must not be made accessible to the public.

Section 10 Final Provisions

35. Should one or several provisions of these Ts&Cs be or become invalid, then this shall not affect the validity of the remaining provisions.
36. German law governs the contracts concluded between you as the Client and us as the Vendor, excluding the provisions set forth in the United Nations Convention on Contracts for the International Sale of Goods (CISG).
37. The place of fulfilment for all obligations from this contract is the place of business of the Vendor.
38. If you are a merchant, a legal person under public law or a special fund under public law, the court at the place of business of the Vendor shall have jurisdiction for all disputes arising from or in connection with contracts entered into between yourself and us.

August 2016