§ 1 Subject Matter and Scope

(1) These general terms and conditions shall apply for agreements/contracts concerning deliveries and services of RWTH Aachen University (hereinafter: the seller), which can be concluded online through the internet portal of the Bursar's Office at https://www.zhv.rwth-aachen.de/kasse/catalog/. For any order placed the terms and conditions valid at the time of the placement shall apply. Any terms and conditions which are contrary to or deviate from the present terms and conditions shall not be recognized by RWTH Aachen, which expressly rejects them. Contrary terms and conditions of the customer shall only apply if RWTH has expressly agreed to them in writing.

Responsibility for managing the order lies with:

RWTH Aachen University
represented by Div. 7.6 Liquidity Management Templergraben 55
52062 Aachen

The buyer is consumer, as long as the purpose of the delivery or service cannot be largely attributed to the buyer’s commercial or independent vocational activity. By contrast, each natural person or legal entity or partnership with legal capacity entering into legal transactions that fall within the scope of their commercial or independent business activities, shall be considered an entrepreneur.

§ 2 Conclusion of the Agreement

(1) The buyer can select goods/services, such as participation in seminars and conferences, from the portfolio of RWTH offerings and place them into the so-called shopping cart by clicking the “Jetzt Kaufen” (“Buy Now”) button. By clicking the “Bestellen” (“Order”) button, the buyer makes a binding offer to purchase the goods/services in the shopping cart.

(2) Before placing the order, the buyer can view and change the data at any time. The order can only be placed if the buyer has checked the “Acceptance of terms and conditions” box, thus accepting these terms and conditions and making them part of the order. The box to be checked reads “I hereby acknowledge and agree to the terms and conditions, and I have read the information on the rights of cancellation” (in German: “Ich habe die AGB zur Kenntnis genommen und bin einverstanden, die Widerrufsbelehrung habe ich gelesen”).

(3) The buyer shall receive an automatically generated order confirmation via e-mail, which lists the items ordered by the buyer and which the buyer can print out using the “Drucken” button. This automatic order confirmation documents that the order has been received and signifies that the offer of purchase by the buyer has been accepted. This or another e-mail to the buyer includes the wording of the contract (order, general terms and conditions, confirmation of order) in a durable medium (e-mail or printout) and constitutes a confirmation of contract.

(4) The wording of the contract is stored under fulfilment of the relevant data protection regulations. The buyer can view the general terms and conditions at any time at the
seller's website. The order data can be viewed in the section “Your Account” (“Ihr Konto”).

(5) For the conclusion of the contract, the following languages can be currently selected: German and English.

§ 3 Places of Performance/Service, Place of Fulfillment
The place of performance and fulfillment is Aachen.

§ 4 Pricing and Payments
(1) The prices / fees stated on the internet portal at the time of the conclusion of the contract shall apply.
(2) Online payments are made using credit cards or GIROPAY. Accepted credit cards are VISA, MASTERCARD, and JCB. The entered data are not stored by the seller, but possibly by the payment service provider. In this case, the data protection regulations of the payment service provider apply.
(3) Payment is due upon the sending of the order confirmation to the customer via e-mail; payments are to be made in full and without discount of any sort or any other deductions. Any bank service charges for the transfer of the payment are to be paid by the customer. Concerning the consequences of a delay in payment, the legal provisions pursuant to Section 286 and the following sections of the German Civil Coded (BGB) apply.
(4) If the payment by credit/debit card or the transfer from the customer’s bank account fails due to reasons caused by the customer, the customer has to refund any banking fees arising from the return debit note.
(5) The ordering party has the right to set off a claim only if their counterclaim is undisputed by the seller or has been declared as legally effective. The ordering party may not exercise the right of retention unless the counterclaim arises from the same contractual relationship.

§ 5 Warranty, Exclusion of Liability
(1) In case of material damage caused or financial loss incurred as a result of negligence, the seller and its representatives or vicarious agents are liable for these damages only in the event of a breach of an essential contractual obligation. In this case, the seller’s liability for damages shall be restricted to foreseeable, typically occurring damages.
(2) The above shall not affect liability in case of injury to life, body or health. Also, liability in the event of the breach of duties, without whose observance the contract cannot be fulfilled, or whose observance the customer can reasonably expect to rely on, shall not be affected.
(3) In the absence of any provisions to the contrary above, liability shall be excluded. This applies in particular to the accuracy and lawfulness of the content of third-party web sites linked to from web pages which are part of the seller's internet portal. The content of linked websites has been checked by the seller at the time of linking; this content however is dynamic and subject to change over time. The seller has no control or influence over the design and content of linked web sites and expressly does not endorse or adopt the content of linked third party web sites.
(4) In so far as our liability for damages is excluded or limited, this shall also apply with respect to the personal liability for damages of the seller’s employees, representatives and persons employed for the fulfillment of the contract.

§ 6 Information on the Right of Cancellation
Right of Cancellation
The buyer has the right to cancel the contract without stating reasons within a cancellation period of two weeks. The period begins upon receipt of the goods/services by the buyer or by a third party named by the buyer (not the carrier of the goods/services).

In order to cancel the contract, it is sufficient to address a clearly formulated cancellation notification (e.g. in form of a note of cancellation by post, fax, or e-mail) to the seller. To this purpose, the enclosed cancellation form template can be used (see below), but this is not mandatory. In order to cancel the contract on time, it is sufficient to send the cancellation notification within the cancellation period.

Address:

RWTH Aachen University
Div. 7.6 Liquidity Management
Templergraben 55
52062 Aachen

Phone: +49 241 80-94102
Fax: +49 241 80-92639
E-Mail: Ecash@rwth-aachen.de

If the customer cancels the contract, the seller shall refund all received customer payments, including the delivery costs (with the exception of additional costs resulting from the customer’s decision to choose other than the seller’s standard method of delivery), immediately, at the latest within 14 days from the receipt of the cancellation notification.

For the refund payment, unless otherwise agreed, the seller will use the same method of payment as did the customer for the initial transaction. In no way will the customer be charged for the refund transaction. The seller has the right to withhold the refund payment until the goods have been received or the customer has provided proof that the goods have been sent back, depending on which event takes place earlier.

The goods/objects of purchase received by the buyer are to be returned to the seller immediately, at the latest within 14 days after notifying the seller of the cancellation. The return period is met when the customer dispatches the goods within 14 days. The customer has to pay the immediate costs for the return delivery.

The buyer must provide compensation for a possible loss in value of the good(s)/object(s) of purchase only if this loss is due to a use of the good(s)/object(s) of purchase that is not required for an inspection of its/their characteristics, properties, and functionality.

*End of the Information of the Right of Cancellation*

Please note:

In accordance with Section 312d Paragraph 4 no. 1 BGB (German Civil Code) the right of cancellation does not apply in case of goods that were produced according to specifications by the customer or tailored to the individual needs of the customer, and in case of goods that due to their properties or characteristics are not suited to be returned

*Cancellation Form Template*

(If you want to cancel the contract, please fill out this form and send it back to the above address.)

I/we (*) hereby cancel the contract that I/we concluded for the purchase of the following goods (*)/provision of the following service (*).
Ordered on (*) /received on (*)
Name of consumer(s)
Address of consumers(s)
Signature of consumer(s) (for paper forms only)
Date
(*) Please delete as applicable.

§ 7 Data Protection / Privacy Declaration
Any personal information the seller gathers from the buyer/customer is used solely for the purpose of processing the order. All customer data is stored and processed in accordance with the relevant regulations of the NRW Federal State Data Protection Act and the German Telemdeia Act (TMG). The buyer has the right at any time to obtain information on their stored data, or to correct, block or delete their stored data free of charge. If the buyer wants to make use of this right, he or she is asked to contact the seller or send their request to the seller via mail or fax.

The seller agrees not to disclose the customer's personal information, including their home address and e-mail address, to any third parties without the customer’s express permission. This permission can be revoked at any time. Exempt from this are the seller’s service providers, who need the transmission of data for the processing of the order (e.g. the shipping company commissioned with delivering the goods, and the banking institution authorized to process the payment). In this case the transferred information will be limited to the necessary minimum.

§ 8 Language of the Contract and Applicable Law
(1) The language of the contract is German.

§ 9 Place of Jurisdiction
If the contract partner is a merchant/businessperson, agreed place of jurisdiction is Aachen, Germany

§ 10 Consumer Arbitration
We are pleased to receive feedback from customers on our shop. In case of conflict or disagreement resulting from our contract, we seek to resolve the situation amicably. However, in accordance with §36 und §37 of the German Consumer Dispute Arbitration Act, we have decided, as a matter of principle, not to participate in any dispute settlement proceedings before a consumer arbitration board.

§ 11 Final Provision
Should one of the provisions of these terms and conditions be invalid, such invalidity shall not affect the validity of the other provisions. The invalid or unenforceable provision shall be replaced by an amended provision which is valid and enforceable and which comes closest to the meaning and economic purpose of the replaced provision.