

# GENERAL TERMS AND CONDITIONS OF BUSINESS AND DELIVERY

Energiemarkt GmbH produces, markets and distributes print products and subscriptions to newspapers and trade journals, specialist books and electronic products, rights of use to data products and participation in events via online shops, direct sales and sales agents. The General Terms and Conditions (GTC) apply to all orders via these sales channels and to our deliveries and services, unless otherwise agreed. Any deviating agreements must be made in writing before or upon conclusion of the contract.

## § 1 CONTRACTUAL PARTNER

1. The customer's contractual partner is Energiemarkt GmbH (hereinafter: Verlag or EEK Media, Schloß Mühlfeld 20, D-82211 Herrsching, represented by its managing director Timo Sendner.
2. Delivery and collection are carried out on behalf of the publisher by Energiemarkt GmbH, Schloß Mühlfeld 20 D-82211 Herrsching.

## § 2 CONTRACT

The contract is concluded when the customer orders the product by telephone, in writing, in person or via an online portal directly from the publisher or via a retailer or registers (offer) and the publisher sends the product to the customer, activates access, makes it available for download or sends the customer a confirmation link or sends the customer an order confirmation following a previously negotiated individual offer (acceptance).

## § 3 RIGHT OF CANCELLATION FOR PRIVATE CUSTOMERS/CONSUMERS FOR THE DELIVERY OF GOODS

### Cancellation policy:

You have the right to cancel this contract within 14 days without giving any reason. The cancellation period is 14 days from the day on which you or a third party named by you, who is not the carrier, took possession of the first goods. To exercise your right of cancellation, you must inform us, Energiemarkt GmbH, Schloß Mühlfeld 20, D-82211 Herrsching, Tel.: +49-8152 93 11 0, E-Mail: info(at)energiemarkt.net, of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). You can use the attached sample cancellation form, but this is not mandatory. To meet the cancellation deadline, it is sufficient for you to send your notification of exercising your right of cancellation before the cancellation period has expired.

### Consequences of cancellation

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees for this repayment. We may withhold reimbursement until we have received the goods back or until you have supplied evidence of having sent back the goods, whichever is the earliest. You must return or hand over the goods to us immediately and in any case no later than fourteen days from the day on which you inform us of the cancellation of this contract. The deadline is met if you dispatch the goods before the period of fourteen days has expired. You shall bear the direct costs of returning the goods. You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for checking their condition, properties and functionality.

If you wish to cancel the contract, please complete this form and return it to us:

Energiemarkt GmbH, Schloss Mühlfeld 20, D-82211 Herrsching, e-mail: info@energiemarkt.net

I/we hereby cancel the contract concluded by me/us for the purchase of the following goods/the provision of the following service:

Ordered on (\_\_\_\_\_) / received on (\_\_\_\_\_)

Name of the consumer(s) \_\_\_\_\_

Address of the consumer(s) \_\_\_\_\_

Signature of the consumer(s) \_\_\_\_\_

(only for communication on paper)

Date and place \_\_\_\_\_

(\* Please delete as applicable)

## § 4 RIGHT OF CANCELLATION FOR PRIVATE CUSTOMERS/CONSUMERS FOR THE DELIVERY OF DIGITAL CONTENT THAT IS NOT DELIVERED ON A PHYSICAL DATA CARRIER

### Cancellation policy

You have the right to cancel this contract within fourteen days without giving any reason. The cancellation period is fourteen days from the date of conclusion of the contract. To exercise your right of cancellation, you must inform us, Energiemarkt GmbH, Schloß Mühlfeld 20, D-82211 Herrsching, Tel.: +49-8152 93 11 0, E-Mail: info@energiemarkt.net by means of a clear statement (e.g. a letter sent by post or e-mail) of your decision to cancel this contract. You can use the attached sample cancellation form, but this is not mandatory.

To meet the cancellation deadline, it is sufficient for you to send your notification of exercising your right of cancellation before the cancellation period expires.

## Consequences of cancellation

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees for this repayment.

### Special notes

The right of cancellation does not apply to the conclusion of contracts for

1. the delivery of goods which are not prefabricated and for the manufacture of which an individual selection or determination by the consumer is decisive or which are clearly customised to the personal needs of the consumer;
2. the delivery of newspapers, magazines or periodicals with the exception of subscription contracts;
3. the delivery of sound or video recordings or computer software in a sealed package if the seal has been removed after delivery.
4. It is already pointed out that when purchasing digital content that is not delivered on a physical data carrier, the execution of the contract will begin before the cancellation period expires. When completing the order process, the customer agrees that the statutory right of cancellation expires with the purchase and the associated immediate download option of the product.
5. The customer is also no longer entitled to a right of cancellation if he has downloaded the software and other digital products provided in the form of licence models via the Internet or other means of electronic communication.

If you wish to cancel the contract, please complete this form and return it to us:

Energiemarkt GmbH, Schloss Mühlfeld 20, D-82211 Herrsching, e-mail: info@energiemarkt.net

I/we hereby cancel the contract concluded by me/us for the purchase of the following goods/the provision of the following service:

Ordered on (\_\_\_\_\_) / received on (\_\_\_\_\_)

Name of the consumer(s) \_\_\_\_\_

Address of the consumer(s) \_\_\_\_\_

Signature of the consumer(s) \_\_\_\_\_

(only for communication on paper)

Date and place \_\_\_\_\_

(\* Please delete as applicable)

## § 5 SPECIAL TERMS AND CONDITIONS FOR SUBSCRIPTION PRODUCTS (PRINT AND DIGITAL)

1. The following conditions apply:

### a) Delivery of print editions

The print editions are delivered on the publication dates announced by Energiemarkt GmbH to a postal delivery address to be specified by the customer. The publication dates may differ in calendar weeks with public holidays.

### b) Young Professional subscription

The purchase of this subscription is only possible for persons up to 30 years of age against a corresponding proof of age.

### c) Student subscription

The purchase of this subscription is only possible for a person who is enrolled at a university or comparable educational institution upon presentation of appropriate proof.

2. A digital user licence is personal and entitles a single licensed user per licence to use the respective components.

The delivery of digital content to anonymised recipient e-mail addresses or collective mailboxes is excluded. The e-paper editions provided as PDFs are provided with an individual watermark with personal details for each user and are digitally signed.

3. E-paper issues (PDF) are made available for a maximum period of 3 months after publication of the respective issue and can be accessed as often as required during this period via a link sent by e-mail. The number of individual retrievals is stored by Energiemarkt GmbH. Energiemarkt GmbH reserves the right to temporarily or permanently change, interrupt or discontinue the option to re-download data from e-paper issues (PDF) at any time and/or to delete individual e-paper issues. This applies in particular in the event of good cause, especially in the event of disputes about any legal infringements by the user.

4. If the number of users changes during the term of the contract, any corresponding change or subsequent notification of additional users must be made immediately to Energiemarkt GmbH.

## § 6 SPECIAL CONDITIONS FOR PRODUCTS IN RETAIL SALE (REFERENCE BOOKS, E-BOOKS, DIGITAL ARCHIVE)

1. Reference books, e-books (PDF) and individual items from digital archives (PDF) can be purchased against payment of the gross unit price shown (incl. VAT). The product descriptions in the catalogue or online shop do not constitute a guarantee (within the meaning of § 443 BGB) with regard to certain product characteristics. It should be noted that the products may deviate slightly from the product images. The deviations will not exceed what is reasonable for the customer.

2. In the case of digital products (e-books and individual articles from digital archives), the customer acquires a simple, non-exclusive right of use that is not transferable to third parties. Once the right of use has been acquired, digital products are made available for a maximum period of 3 months for data download via a link provided by Energiemarkt GmbH in a suitable manner (usually by e-mail) and can be accessed as often as desired during this period. The number of individual retrievals is stored by Energiemarkt GmbH. Energiemarkt GmbH reserves the right to change, interrupt or discontinue the option to re-download data from digital products at any time, either temporarily or permanently, and/or to delete individual digital products. This applies in particular if there is an important reason, especially in the event of disputes about any legal infringements by the user. The possibility of deletion does not apply to digital products that are already stored on the customer's own storage location after the customer has downloaded them. The customer's warranty claims remain unaffected by this provision.

3. The e-book products provided as PDFs are provided with an individual watermark with personal details for each user and are digitally signed.

#### **§ 7 SPECIAL TERMS AND CONDITIONS FOR SOFTWARE AND DATABASE LICENCES AND OTHER LICENSED PRODUCTS**

1. Software and database products as well as digital products provided in the form of licence models (e.g. studies as PDF) can be licensed in the form specified below:

##### **- Single user licence**

The single user licence entitles a single user to use the product provided within the scope of the rights of use granted. A single user licence is personalised; it is prohibited to pass on product access to an unlicensed third party.

##### **- Multi user licence**

A multi-user licence entitles the number of licensed users specified in the respective order between the customer and Energiemarkt GmbH to use the product provided within the scope of the rights of use granted. The user licences are personalised; the transfer of product access to an unlicensed third party is prohibited.

##### **- Enterprise licence**

An Enterprise licence allows the customer to pass on the digital product access within his own legally independent organisation to the extent agreed in the respective order with Energiemarkt GmbH. Passing on product access to third parties outside the customer's legally independent organisation is prohibited.

2. The customer and its authorised, licensed users receive the simple, non-exclusive right of use, limited to the duration of the contract and non-transferable to third parties, within the scope of the licensed scope of services and the following provisions. This does not imply the acquisition of rights to the content.

3. Online services (e.g. databases) are available to the customer's licensed users at all times. The availability of online services may be temporarily limited for technical reasons, e.g. due to routine or necessary maintenance work. If the database servers operated by Energiemarkt GmbH are down for a significant period of time during normal business hours, the customer is entitled to a reduction.

4. For access to online services by the customer's licensed users, they shall receive (an) individual identifier(s), for the confidentiality of which the customer is responsible and the misuse of which he must prevent. Furthermore, the customer shall ensure that its licensed users also observe this obligation. If the customer becomes aware of misuse, Energiemarkt GmbH must be informed immediately. In the event of misuse, Energiemarkt GmbH is authorised to block access to the databases. The customer is liable for any misuse for which he is responsible.

5. The online connection for using the online services is provided at the instigation and expense of the customer. The customer shall also bear the terminal equipment costs and telecommunication charges incurred for this.

6. For the provision of licence products in the form of PDF files (e.g. studies as PDF), the conditions of § 6.2 and § 6.3 shall otherwise apply.

#### **§ 8 SPECIAL CONDITIONS FOR BUSINESS RADAR AND DATA SERIES**

1. Aggregated business information on various topics (password-protected Excel data table) can be purchased against payment of the gross unit price shown (incl. statutory VAT). The product descriptions in the catalogue or online shop do not constitute a guarantee (within the meaning of §§ 443 BGB) with regard to specific product characteristics.

2. The customer acquires a simple, non-exclusive right of use that is not transferable to third parties. Transfer to third parties is expressly prohibited.

#### **§ 9 DURATION AND CANCELLATION**

The subscription order is initially valid for the duration of the specified period (contract period). The subscription contract can be cancelled in writing at the end of the billing period. If the cancellation is not made in good time, the contract is extended and can then be cancelled at the end of the new billing period. The cancellation can be made in text form (address of the publisher: Energiemarkt GmbH, Heidenkampsweg 73-79, 20097 Hamburg; e-mail: info(at)dvvmedia.com). Expressly limited subscriptions end at the agreed end of the contract.

##### **Special regulations for consumers**

Notwithstanding the above provisions, if the customer is a consumer, the subscription contract can be cancelled in text form with one month's notice to the end of the contract period. If no cancellation is made, the contract is extended for an indefinite period and can then be cancelled at any time with one month's notice in text form.

#### **§ 10 PRICES, COLLECTION AND PAYMENT MODALITIES**

1. The current subscription price may be increased to a reasonable extent due to increases in the publisher's costs since the last announcement of the subscription price. An increase will be announced in the imprint of the subscribed publication or digital edition. Irrespective of the duration of the subscription, the customer is entitled to cancel the subscription if the price is adjusted by more than 5%. The cancellation must be made in writing and must be received by the publisher no later than 10 days after the first invoice for the new subscription price.

2. The monthly subscription price is subject to VAT, free domicile, plus postage abroad.

3. The subscription fees for subscriptions are due in advance on the 1st working day of each delivery/calculation period.

4. Invoice amounts for books and book-like products (e.g. e-books, downloads, etc.) are due for payment immediately upon receipt of the invoice or order confirmation.

5. A discounted student subscription can only be ordered on presentation of a valid certificate of enrolment. The latter must be sent to the publisher at least once a year without being asked. If no valid certificate of enrolment is available,

The publisher is entitled to charge the subscriber the full subscription price, ordering a discounted Young Professional subscription is only possible on presentation of a copy of a valid identity card. If this is not provided, the publisher is authorised to charge the subscriber the full subscription price.

6. If the customer defaults on payment of the subscription price, the publisher is also entitled to cease delivery of the newspaper and to demand compensation for non-fulfilment.

#### **§ 11 SERVICE, RECEIPT**

In the event of non-delivery through no fault of the publisher, in the event of industrial action or in cases of force majeure, there shall be no claim for compensation. Delivery defects must be reported to the publisher immediately.

#### **§ 12 RETENTION OF TITLE**

Delivered products remain the property of the publisher until full and final payment of the relevant remuneration, including shipping and distribution costs.

#### **§ 13 COPYRIGHT/UTILISATION**

1. The content supplied by Energiemarkt GmbH is protected by copyright. Energiemarkt GmbH grants the customer or the respective employees authorised via the digital usage licence the right to save, read and, if technically possible (PDF), print out the supplied content for their own purposes.

2. It is expressly forbidden to reproduce the content digitally or to pass it on to third parties (including employees, if without a personal user licence), unless the restriction of § 44 a UrhG (temporary acts of reproduction which only represent an integral and essential part of a technical process and whose sole purpose is the purpose regulated in § 44 a UrhG) applies.

3. Energiemarkt GmbH will provide the PDF documents supplied with an individual watermark, consisting of personal data of the respective authorised user, as a technical protective measure within the meaning of § 95 a UrhG (German Copyright Act) and randomly check the number of retrievals via the links. Energiemarkt GmbH reserves the right to add further protective devices within the meaning of § 95 a UrhG to prevent or prove any infringements and to initiate criminal and civil proceedings in the event of infringement and/or circumvention of the restrictions on use regulated here.

#### **§ 14 WARRANTY**

The warranty for defects is governed by the law, modified in accordance with the following provisions:

##### **Notification of defects**

The customer must notify the publisher immediately in writing of any defects. If the customer is a merchant, he must fulfil his obligation to give notice of defects in accordance with § 377 HGB (German Commercial Code) and, in the case of deliveries of goods, notify the publisher in writing of obvious defects immediately, at the latest within 7 days of receipt of the goods, and of hidden defects immediately, at the latest within 7 days of their discovery. If no notification is made, the delivery shall be deemed to be faultless and approved. The warranty period for goods supplied by the publisher to entrepreneurs is 12 months from delivery of the goods, unless the defect was fraudulently concealed or relates to a guarantee of quality.

The publisher is not liable for line faults on the Internet, for system-immanent faults with other providers or network operators and only guarantees the availability of its systems within the agreed time periods.

The publisher reserves the right to temporarily interrupt operations for maintenance purposes.

#### **§ 15 LIABILITY**

The publisher shall be liable without limitation for intent and gross negligence. In the event of a slightly negligent breach of an obligation, the breach of which jeopardises the achievement of the purpose of the contract or the fulfilment of which is essential for the proper performance of the contract and on the observance of which the customer may rely (hereinafter: cardinal obligation), liability shall be limited to foreseeable damage typical of the contract. The publisher shall not be liable for slightly negligent breaches of secondary obligations that are not cardinal obligations.

#### **§ 16 DATA PROTECTION**

Customers' personal data is treated confidentially. Please note our privacy policy and the information on the protection of your data in accordance with Art. 13 GDPR.

#### **§ 17 ADDRESS**

The contractual partner for offers on this website is

Energiemarkt GmbH  
Schloß Mühlfeld 20  
D-82211 Herrsching  
HRB 122798  
St-ID: 117 / 125 / 61027  
ID-No.: DE197628156  
Managing Director: Timo Sendner  
Phone +49 (0) 81 52/93 11 0

info@energiemarkt.net

#### **§ 18 OTHER/SUBJECT TO CHANGE**

Should a provision of this contract be invalid, this shall not affect the validity of the remainder of the contract. The parties hereby agree to replace the invalid provision with a valid provision that comes as close as possible to the economic purpose of the replaced provision.

The publisher reserves the right to amend the GTC for valid reasons, in particular due to new technical developments, changes in case law or other equivalent reasons. The user agrees that he/she may be informed of changes to these GTC in relation to the subscriptions on the homepage of the respective portal or in writing, with the changes highlighted in print or by e-mail. The amendment shall be deemed to have been approved by the user if the user does not object to the amendment within four weeks of notification or, where applicable, receipt of the notification. If the user objects, the contracts for the offers can be cancelled by the publisher within the specified period.

German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods and without the conflict of law rules of private international law. If the customer is a consumer, the law of the customer's place of residence may also apply, provided that mandatory consumer law provisions are involved.

We do not participate in dispute resolution proceedings before a consumer arbitration board.