1. **Scope**

1.1 These Terms and Conditions apply for bulk sales of physical and electronical books (hereinafter collectively: ‘Products’) from Springer Nature Customer Service Center GmbH Tiergartenstr. 15-17, 69121 Heidelberg, Germany, phone +49 6221 345 4303, fax: +49 6221 345 4229, e-mail: customerservice@springernature.com (hereinafter: ‘Publisher’) to a Purchaser).

1.2 A Consumer according to Section 13 of the German Civil Code means a natural person who enters into a contract for purposes that predominantly are outside their trade, business or profession.

2. **Order**

2.1 The minimum amount of an order for any title (i.e. the same ISBN) is ten (10) copies.

2.2 Publisher will make an individual offer to Purchaser via email stating the offered net sales price excluding shipping costs, taxes and customs. Where Purchaser is a Consumer, the offer will state gross prices and shipping costs (if any).

2.3 Such offer shall be valid for one (1) month after the date of the email.

3. **Right of withdrawal for Consumers**

Consumers have a statutory right of withdrawal.

The right of withdrawal shall expire ahead of time if performance of the contract has begun with the Consumer’s prior express consent and his acknowledgment that he/she thereby loses his/her right of withdrawal.

**(a) Right of withdrawal in the case of goods delivered in one delivery**

**Instructions on withdrawal**

**Right of withdrawal**

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise the right of withdrawal, you must inform us (Springer Nature Customer Service Center GmbH Tiergartenstr. 15-17, 69121 Heidelberg, Germany, fax: +49 6221 345 4229, e-mail: customerservice@springernature.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.
To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your 
exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

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. We will carry out such reimbursement using the 
same means of payment as you used for the initial transaction, unless you have expressly agreed 
otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may 
withhold reimbursement until we have received the goods back or you have supplied evidence of 
having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us without undue delay and in any event not 
later than 14 days from the day on which you communicate your withdrawal from this contract to us. 
The deadline is met if you send back the goods before the period of 14 days has expired. You will 
have to bear the direct cost of returning the goods. You are only liable for any diminished value of 
the goods resulting from the handling other than what is necessary to establish the nature, 
characteristics and functioning of the goods.

(b) Right of withdrawal in the case of a contract relating to multiple goods ordered in one order 
and delivered separately:

Instructions on withdrawal

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party 
other than the carrier and indicated by you acquires, physical possession of the last good.

To exercise the right of withdrawal, you must inform us (Springer Nature Customer Service Center 
GmbH Tiergartenstr. 15-17, 69121 Heidelberg, Germany, fax: +49 6221 345 4229, e-mail: 
customerservice@springernature.com) of your decision to withdraw from this contract by an 
unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model 
withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your 
exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

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. We will carry out such reimbursement using the
same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will have to bear the direct cost of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

(c) Right of withdrawal in the case of a contract relating to online access to electronic books:

Instructions on withdrawal

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us (Springer Nature Customer Service Center GmbH Tiergartenstr. 15-17, 69121 Heidelberg, Germany, fax: +49 6221 345 4229, e-mail: customerservice@springernature.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

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. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

For withdrawal you may use the following form, but it is not obligatory.

Model withdrawal form

— To Springer Nature Customer Service Center GmbH Tiergartenstr. 15-17, 69121 Heidelberg, Germany, phone +49 6221 345 4303, fax: +49 6221 345 4229, e-mail: customerservice@springernature.com:
— I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*) — Ordered on (*)/received on (*) — Name of consumer(s)
— Address of consumer(s)
— Signature of consumer(s) (only if this form is notified on paper)
— Date
________________________________________
(*), Please delete as appropriate.

4.  Payment

Purchasers outside Germany, Austria and Switzerland are required to make advance payment.

5.  Restrictions

5.1 The Products are for internal use by Purchaser or as a free give-away only. Purchaser may not resell or rent the Products. If you are a bookseller, please visit the following website https://www.springer.com/de/hilfe/rabatte-fuer-buchhaendler/516 or contact buchhandel-buch@springer.com.

5.2 Products cannot be exchanged or returned with the exception of defective Products.

6.  Special Terms for Physical Products

6.1 Purchaser will be provided with an offer stating the net price. Regular shipping costs will be borne by Publisher. Costs for express shipping or separate shipping may be enquired from Publisher.

6.2 Upon receipt of payment Publisher will dispatch the copies to the delivery address specified by Purchaser within four (4) weeks unless Purchaser asked for a specific date of delivery and Publisher explicitly confirmed such date of delivery. The production of books printed on demand may take up to three weeks, therefore we can promise earlier delivery only upon request.

6.3 Delivery shall be made at the Purchaser’s risk from the moment of dispatch. This shall not apply if Purchaser is a Consumer.

6.4 Delivery will be made under reservation of title until complete payment of the gross purchase price.

7.  Special Terms for Electronic Products

7.1 Electronic Products will always bear an electronic watermark indicating Purchaser.

7.2 Purchaser will receive the ordered amount of coupon codes. A coupon code enables an end-user to download a personal copy for an unlimited time. When an end-user redeems his or her coupon code, the Electronic Product will be added to that end-user’s “bookshelf” and may be re-downloaded at any time.
7.3 It is Purchaser’s obligation to distribute the download vouchers to the end-users. Publisher cannot create personalized coupon codes due to data protection laws.

8. Warranty and liability

8.1 For goods (print products), there is a legal warranty of conformity. Claims arising from that warranty become statute-barred within two years after the goods have been received.

8.2 Publisher shall be held liable in accordance with statutory regulations for any loss or damage sustained by Purchaser that is caused by intent or gross negligence; is due to the object of performance lacking a warranted characteristic; is based on a culpable breach of so-called ‘cardinal obligations’; results from the loss of life, limb, or health; or is covered by liability under product liability law.

8.3 Cardinal obligations are contractual obligations the performance of which enables due implementation of the contract and which the contractual partner normally may rely on being performed, and the breach of which jeopardizes attainment of the very purpose of the contract.

8.4 If a cardinal duty is breached, liability – provided the loss or damage is merely due to slight negligence and does not involve the loss of life, limb, or health – shall be limited to that loss or damage, occurrence of which is typical or foreseeable in connection with providing services such as those constituting the subject-matter of the contract.

8.5 In all other respects, liability towards Publisher and Publisher’s vicarious agents – for whatever cause in law – shall be excluded.

8.6 Where damages sustained by Purchase result from loss of data, Publisher shall not be held liable if such damage could have been avoided had Purchaser made complete backups on a regular basis and at appropriate intervals taking into account the value of the data.

9. Governing law and legal venue

9.1 Any Bulk Sales Agreement made under these Terms & Conditions shall be governed by the laws of Germany. If Purchaser is a Consumer, this shall not have the result of depriving him/her of the protection afforded to him/her by provisions that cannot be derogated from by agreement according to the laws of the country where he/she has his/her habitual residence.

9.2 Where Purchaser is a commercial entity, a legal person under public law or a special asset under public law, the courts of Heidelberg, Germany shall have exclusive jurisdiction for all disputes arising directly or indirectly from the contractual relationship between Publisher and Purchaser.

10. Severability

Should any provision of these Terms and Conditions be or become ineffective or unenforceable, this shall not affect the validity of the remaining provisions. In any such case, the parties shall negotiate for a clause that is to substitute the ineffective provision by a provision that reflects the legitimate interests of both Parties.

11. Out of court settlements

We do not participate in settlement procedures before a consumer dispute resolution entity.