

# Standard Business Terms and customer information

## I. Standard business terms

### § 1 Basic provisions

(1) The following business terms are applicable to all the contracts, which you conclude with us as a supplier (Bhakti Event GmbH) via the [www.bhaktimarga.org](http://www.bhaktimarga.org) website. Unless otherwise agreed upon, the inclusion, if necessary, of your own conditions is ruled out.

(2) A 'consumer' in the sense of the following regulations is every natural person who concludes a legal transaction which, to an overwhelming extent, cannot be attributed to either his commercial or independent professional activities. The term 'businessman' refers to every natural person, legal person or legally responsible partnership that concludes a legal transaction in pursuance of his/its independent professional or commercial activity.

### § 2 Conclusion of the contract

(1) The subject-matter of the contract is the selling of products including download products (digital content that is not supplied on a physical data carrier) .

(2) As soon as you place the respective product on our website, we shall submit to you a binding offer to conclude a contract via the online shopping cart system under the conditions specified in the item description.

(3) The purchase agreement takes place via the online shopping cart system as follows:

The products intended for purchase are moved to the "shopping cart". You can select the shopping cart using the appropriate buttons on the navigation bar and make changes there at any time.

After accessing the "Checkout" page and entering your personal data as well as the payment and shipping conditions, you are finally shown the order data again as an order overview.

If you use an instant payment system (e.g. PayPal/PayPal Express, Amazon Payments, instant transfer) as your payment method, you will either be taken to the order overview page in our online shop or forwarded to the website of the provider of the instant payment system.

If you are forwarded to the relevant instant payment system, choose and/or enter your data as appropriate. Finally, on the website of the provider of the instant payment system or, after you have been directed back to our online shop, the order data will be displayed as an order overview.

Before submitting the order, you have the option once more to review or change (you may also use the "Back" button on your web browser) any information on the order summary page, or to cancel the purchase.

By clicking the "purchase" button to submit the order, you declare acceptance of the order in a legally binding way by which the purchase agreement takes place.

(4) You are not bound by your enquiries regarding the creation of an offer that have been conveyed to us. We supply you with a textual and binding offer (e.g. via e-mail), which you can accept within a period of 5 days.

(5) The execution of the order and the sending of all the details necessitated by the conclusion of the contract take place via e-mail, in a partially-automated manner. Consequently, you have to ensure that the e-mail address that you have deposited with us is the correct one, and that the receipt of the respective e-mails is guaranteed. In particular, you have to ensure that the respective e-mails are not blocked by a SPAM filter.

### § 3 Licence to use for download products

(1) The download products that are on offer are copyright-protected. You will receive a simple operating license for every download product purchased from us, unless otherwise specified in the respective quote.

(2) The simple usage licence encompasses permission to save and/or record a copy of the download product on your computer or other electronic device for personal use.

You are not allowed to make any additional copies. You are explicitly prohibited from changing a file or parts thereof, processing it and making it privately or commercially available to external parties in any manner whatsoever.

### § 4 Conclusion of the contract in the case of courses

(1) The object of the contract is the delivery of courses.

Once the course offer is uploaded on our website, it constitutes a binding offer from us to conclude a contract subject to the conditions specified in the respective course description.

(2) The contract becomes effective via the online shopping cart system as follows:

The courses you intend to book are added to your "Shopping Cart". You can select the "Shopping Cart" using the appropriate buttons on the navigation bar and make changes there at any time. After calling up the "Checkout" page and entering the required personal data and payment conditions, all order information is then displayed again on the order summary page.

If you used an instant payment system (e.g. PayPal / PayPal Express, Amazon-Payments, Sofort) to receive payments, you will either be guided to our online shop on the order summary page or forwarded to the web page of the instant payment provider.

If you are forwarded to the instant payment system, choose and enter your details as appropriate. You will then be returned to the order summary page in our online shop.

Before the order is sent, you can re-check all the data, change it (which can also be done via the internet browser's 'back' function) or cancel the purchase transaction.

By using the button clearly indicating your liability to pay, you indicate your legally binding acceptance of the offer, which results in the conclusion of the purchase contract.

(3) You are not bound by your enquiries regarding the creation of an offer that have been conveyed to us. We supply you with a textual and binding offer (e.g. via e-mail), which you can accept within a period of 5 days.

(4) The execution of the order and the sending of all the details necessitated by the conclusion of the contract take place via e-mail, in a partially-automated manner. Consequently, you have to ensure that the e-mail address that you have deposited with us is the correct one, and that the receipt of the respective e-mails is guaranteed. In particular, you have to ensure that the respective e-mails are not blocked by a SPAM filter.

## **§ 5 Service provision in the case of courses**

- (1) The courses will be delivered in the form described in the respective offers on the agreed dates.
- (2) If the delivery of the course is dependent on the number of participants, the minimum number of participants will be evident in each case from the offer.  
If the minimum number of participants is not reached, we will inform you in writing (e.g. by e-mail) at least seven days before the beginning of the course that the booked course will not be taking place. In this case, any payments already made will be refunded immediately.
- (3) In the case of cancellation of a single event due to the non-availability of the course instructor at short notice due to illness or another important reason, the payments already made will be refunded immediately.  
In the case of events consisting of several dates, if one of the dates is cancelled at short notice because the course instructor is not available due to illness or another important reason, a replacement date will be found for the cancelled date.
- (4) In relation to the use of course rooms and objects, you must comply with the house rules displayed on the premises. You must adhere to our instructions or the course instructor's instructions.

## **§ 6 Withdrawal / Cancellation**

- (1) You can withdraw from the contract free of charge 10 days before the start of the course. Withdrawal is required in text form (e.g. e-mail). The effective date for compliance with the deadline is the receipt of the withdrawal declaration by us.  
Withdrawal is no longer possible less than 10 days before the start of the course.
- (2) In case of non-participation or partial participation in the booked course, no refund of course fees will be possible.
- (3) This does not affect the statutory right of revocation; this exists irrespective of the existence or non-existence of this additional right of withdrawal.

## **§ 7 Substitute participant**

You can name a substitute participant at any time before the start of the course. There will be no charges for this change to the booking.

## **§ 8 Special agreements related to the offered payment methods**

### **(1) SEPA debit note (base and/or corporate debit note)**

If payment is to be made via an SEPA base debit note or an SEPA corporate debit note, you authorise us to collect the billing amount from the specified account by issuing a corresponding SEPA mandate.  
The debit note is collected within a period of 10-15 days after the conclusion of the contract.  
The deadline for the sending of the pre-notification has been shortened to 5 days before the due date. You are obligated to ensure that the account in question possesses sufficient covering funds on the due date. If a return debit note comes into play on account of a situation in which you defaulted on your obligation, you have to pay the incidental bank charge.

## **§ 9 Right of retention, reservation of proprietary rights**

- (1) You can only exercise a right of retention if the situation in question involves claims arising from the same contractual relationship.
- (2) The goods remain our property until the purchase price is paid in full.

## **§ 10 Warranty**

- (1) The statutory warranty rights are applicable.
- (2) As a consumer, you are requested to promptly check the product for completeness, visible defects and transport damage as soon as it is delivered, and promptly disclose your complaints to us and the shipping company in writing. Even if you do not comply with this request, it shall have no effect on your legal warranty claims.

## **§ 11 Choice of law, place of fulfilment, jurisdiction**

- (1) German law shall apply. This choice of law only applies to customers if it does not result in the revocation of the protection guaranteed by the mandatory provisions of the law of the country in which the respective customer's usual place of residence is located (benefit-of-the-doubt principle).
- (2) If you are not a consumer, but a businessman, a legal entity under public law or an institutional fund governed by public law, our place of business is the place of jurisdiction as well as the place of fulfilment for all services that follow from the business relationships that exist with us. The same condition applies to situations in which you are not associated with a general place of jurisdiction in Germany or the EU, as well as situations in which the place of residence or the usual place of residence is not known at the time of commencement of proceedings. This has no bearing on the capacity to call upon the court associated with another place of jurisdiction.
- (3) The provisions of the UN Convention on Contracts for the International Sale of Goods are explicitly inapplicable.

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## **II. Customer information**

### **1. Identity of the seller**

Bhakti Event GmbH

Am Geisberg 1-8  
65321 Heidenrod Springen  
Germany  
Telephone: 06124/6059-000  
E-Mail: [info@bhaktimarga.org](mailto:info@bhaktimarga.org)

#### **Alternative dispute resolution:**

The European Commission provides a platform for the out-of-court resolution of disputes (ODR platform), which can be viewed under <https://ec.europa.eu/odr>.

We are not willing to enter into dispute resolution proceedings before the consumer arbitration board.

## **2. Information regarding the conclusion of the contract**

The technical steps associated with the conclusion of the contract, the contract conclusion itself and the correction options are executed in accordance to the regulations "conclusion of the contract" in our standard business terms (part I.).

## **3. Contractual language, saving the text of the contract**

3.1 Contract language shall be English.

3.2 The complete text of the contract is not saved with us. Before the order is sent, via the online - shopping cart system the contract data can be printed out or electronically saved using the browser's print function. After the order is received by us, the order data, the legally-mandated details related to distance selling contracts and the standard business terms are re-sent to you via e-mail.

3.3 You will be sent all contractual information within the framework of a binding offer in written form, via E-mail for example, for quotation requests outside of the online shopping basket system, which can be printed out or saved electronically in a secure manner.

## **4. Main features of the product or service**

The key features of the goods and/or services can be found in the respective quote.

## **5. Prices and payment arrangements**

5.1 The prices mentioned in the respective offers represent total prices, as do the shipping costs. They include all the price components, including all the incidental taxes.

5.2 The dispatch costs that are incurred are not included in the purchase price. They can be viewed by clicking the appropriate button on our website or in the respective quote, are shown separately over the course of the order transaction and must additionally be borne by you, insofar as free delivery is not confirmed.

5.3 If delivery is made to countries outside of the European Union, we may incur unreasonable additional costs, such as duties, taxes or money transfer fees (transfer or foreign exchange fees charged by the banks), which you must bear.

5.4 You must also bear the costs arising from money transfers in cases in which the delivery is made to an EU Member State, but the payment is initiated outside of the European Union.

5.5 The payment methods that are available to you are shown by clicking the appropriate button on our website or are disclosed in the respective quote.

5.6 Unless otherwise specified for the respective payment methods, the payment claims arising from the contract that has been concluded become payable immediately.

5.7 Unless otherwise agreed, when booking courses payment must be made no later than on the course date before the start of the course; there is otherwise no entitlement to participation.

## **6. Delivery conditions**

6.1 The delivery conditions, delivery date and existing supply restrictions, if applicable, can be found by clicking the appropriate button on our website or in the respective quote.

6.2 If you are a consumer, the following is statutorily regulated: The risk of the sold item accidentally being destroyed or degraded during shipping only passes over to you when the item in question is delivered, regardless of whether or not the shipping operation is insured. This condition does not apply if you have independently commissioned a transport company that has not been specified by us or a person who has otherwise been appointed to execute the shipping operation.

## **7. Statutory warranty right**

Liability for defects is governed by the "Warranty" provisions in our General Terms and Conditions of Business (Part I).

These SBTs and customer details were created by the lawyers specialising in IT law who work for the Händlerbund, and are constantly checked for legal conformity. Händlerbund Management AG guarantees the legal security of the texts and assumes liability in case warnings are issued. More detailed information can be found on the following website: <https://www.haendlerbund.de/de/leistungen/rechtssicherheit/agb-service>.

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