

The following GTC apply to subscribers to the print and online publications of DOAG Dienstleistungen GmbH (DOAG)

Contracting party

DOAG Dienstleistungen GmbH

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These GTC apply exclusively to entrepreneurs within the meaning of § 14 BGB (German Civil Code). Entrepreneurs within the meaning of § 14 BGB are also persons who act in their commercial, professional or self-employed sphere of activity when concluding the contract. The offer of DOAG is not aimed at consumers within the meaning of § 13 BGB. If you are a consumer in this sense, please contact us.

These GTC apply to the following publications:

"RedStack" (print edition)

published by DOAG Deutsche Oracle Anwendergruppe e.V.

"Java Aktuell – the Magazine" (print edition)

published by the interest group consisting of DOAG e.V., JavaLand GmbH, and DevLand GmbH.

These are hereinafter referred to as a product.

The products can also be purchased without membership in the iJUG Interessenverbund der Java User Groups e.V. or the DOAG Deutsche Oracle Anwendergruppe e.V. at the following conditions.

CONTRACTING PARTY

1 PUBLISHER AND CONTRACTUAL PARTNERS

1.1 The publisher and contractual partner is DOAG Dienstleistungen GmbH (DOAG).

1.2 Invoicing and delivery shall be carried out by DOAG.

1.3 The contract is concluded via the DOAG online portal in accordance with the information on the products specified therein.

SUBJECT MATTER OF THE CONTRACT, duration, payment

2 SUBSCRIPTION

2.1 The subscription to the respective product includes the number of print issues specified in the DOAG shop portal. Shipping is free of charge by post after the respective publication date. The Seller is not responsible for delays in delivery due to force majeure or other events that make delivery significantly more difficult or impossible for the Seller (this includes, in particular, natural disasters, strikes, lockouts, official orders, etc.), even if they occur at suppliers or subcontractors, even for bindingly agreed deadlines and dates. Such delays in delivery entitle the Seller to delivery in order to postpone the duration of the hindrance plus a reasonable start-up time.

2.2 The subscription is concluded for a term until the end of the respective calendar year of the beginning. It is extended by one year in each case, unless a notice of termination is made in writing or text by 30.09. of the previous year.

2.3 The price refers to one annual subscription for one calendar year. If the subscription begins during the year, the already published issues of the product will be delivered at the beginning of the contract.

2.4 Payment shall be due for the first time at the beginning of the reference period and thereafter at the beginning of each calendar year. Payment is made after invoicing with a notice period of 14 days.

2.5 DOAG reserves the right to change the publication frequency of the print editions or to produce them wholly or partially in electronic form. DOAG will announce such changes in due time and grant a special right of termination with a notice period of one month from the date the announcement is sent.

Warranty, Liability, Miscellaneous

3 GUARANTEE OF DOAG

3.1 Defect rights of the contractual partner are governed by the statutory provisions, as long as nothing else is specified in the contractual conditions.

3.2 Liability is excluded for damages arising from legal interests other than life, body or health, unless the damage is based on intentional or grossly negligent conduct of the contractual partner or publisher, one of its legal representatives or one of its vicarious agents or the conduct is not a violation of essential contractual obligations. Essential contractual obligations are those obligations the fulfilment of which makes the proper execution of the contract possible in the first place and on the observance of which the contractual partner may regularly rely. This exclusion of liability does not apply if claims under the Product Liability Act are affected, a defect has been fraudulently concealed or a quality guarantee has been assumed.

4 Miscellaneous

The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The exclusive place of jurisdiction for all disputes arising from this contract and place of performance is Berlin.