

GTC - Espresso Tutorials

§ 1 Scope of Application

- (1) For the purchase of our goods by you as a consumer or entrepreneur, these General Terms and Conditions (GTC) shall apply exclusively.
- (2) In these GTC, we address you directly as our customer using "you" and refer to ourselves as "we".
- (3) You are a consumer within the meaning of these GTC if you are a natural person who enters into a legal transaction for purposes that are predominantly neither attributable to your commercial nor your self-employed professional activity. You are an entrepreneur within the meaning of these GTC if you are a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of its commercial or self-employed professional activity.
- (4) You will be clearly informed of any changes to these GTC when you make your next purchase. You must then confirm the amended GTC again.
- (5) With regard to entrepreneurs, these GTC shall also apply to future business relationships without us having to refer to them again. If, as an entrepreneur, you use conflicting or supplementary GTC, we hereby already object to their applicability; your GTC shall only become part of the contract if we have expressly agreed to them.
- (6) Deviations from these GTC shall only be effective if they have been expressly agreed between us in text form.

§ 2 Subject Matter of the Contract

- (1) The subject matter of this contract is the sale of goods by us, in particular digital products such as tutorials, eBooks, videos and similar content which you can purchase via our shop.
- (2) Please refer to the respective product descriptions in our shop for the essential characteristics of the goods offered.
- (3) We predominantly offer digital products in electronic form (e.g., as ePub, PDF or Mobi files) for sale. These include eBooks, audiobooks and audio picture books, which are distributed both domestically and abroad. In certain cases, suitable software may be required to play or listen to the eBooks; the installation and operation of such software are your responsibility.

§ 3 Data Protection

Information about how we handle your personal data can be found in our Privacy Policy.

§ 4 Steps to Concluding the Contract and Contract Text

(1) The presentation of our goods on our website and in our shop does not yet constitute a binding contractual offer on our part. Only your order of one of our products, after you have completed the ordering process, constitutes your binding offer to conclude a contract. To do so, at the end of the ordering process in the shopping cart, you must submit your binding offer within the meaning of Section 145 of the German Civil Code (BGB) by finally clicking the "Buy now" button.

(2) The ordering process consists of the following individual steps up to the conclusion of the contract:

Print book

1. Selecting the book, then click the "Add to cart" button
2. Click the "View cart" button, select the payment service provider and click the "Proceed to checkout" button
3. Enter the billing and delivery address and provide additional information
4. Check your details again, include the GTC and note the cancellation policy and then - if desired - place the binding order for the book by clicking the "Buy now" button
5. Order confirmation or delivery (= conclusion of contract).

Digital subscriptions and certificates

1. Select the digital subscription or certificate, then click the "Subscribe now" button
2. Enter your email address, company name and address, then click the "Proceed to checkout" button
3. Overview of your order and option for you to review it, acceptance of the GTC, information on the right of withdrawal and data protection provisions, and then continue by clicking the "Proceed to checkout" button
4. Enter your payment details (PayPal, card payment or Google Pay), then place the binding order by clicking the "Buy now" button
5. Order confirmation or delivery (= conclusion of contract).

The ordering process is handled by our online reseller and Merchant of Record, Paddle.com, which also handles order-related inquiries and returns. Paddle.com's

address is: Paddle.com Market Ltd, Judd House, 18-29 Mora Street, London
EC1V 8BT

6. The contract for the digital SAP library has the term specified at the time of purchase upon conclusion of the contract. This contract is automatically extended by that term unless it is cancelled with a notice period of 14 days before the automatic renewal or the end of the contract term.
7. The cancellation can be declared in writing by post, by email or in the SAP learning platform. The decisive date is the date of receipt by Espresso Tutorials.
8. Note on downgrades: In the event of a downgrade of an existing subscription, no pro-rata refund will be made for payments already made. Any remaining difference will not be refunded but will be credited.

eBooks

We do not offer the purchase of the eBook ourselves, but we show you various online shops where the eBook is available.

(4) During the entire ordering process, before you finally submit your order that entails payment, you can use the navigation in the online order form and the "Back" button of the internet browser you are using to return to the previous pages on which your details were entered. There you can check your details and correct any input errors. An effective technical means of better identifying input errors can be the browser's zoom function, which can be used to enlarge the display on the screen. You can also cancel the ordering process completely, e.g., by closing the internet browser.

(5) After placing your order, you will receive an automatically generated email confirming receipt of your order. This does not yet conclude a contract.

(6) If we accept your offer, we will send you an order confirmation and invoice by email (= acceptance within the meaning of the BGB) or we will deliver the goods or the download link or code for the digital product. Depending on which occurs earlier, the contract is concluded upon receipt of the order confirmation or delivery.

(6) With the order confirmation you will receive the contract content and the cancellation policy. This email is a summary of the contract concluded and corresponds to the contract text. You can view the contract text online under "My account". If you ordered as a guest without prior registration, we do not store the full contract text and it is not available online for you to retrieve.

§ 5 Copyright

By purchasing our products you undertake to comply with the German Copyright Act (UrhG) and to respect and protect the rights of the publisher and its authors. By acquiring an eBook we grant you a simple, non-transferable right of use for your personal and exclusively private use. Any distribution, publication, reproduction or commercial use of the products is prohibited. However, you may create a personal backup copy or private copy for your personal private use.

§ 6 Prices and Payment Terms

- (1) Our prices - unless expressly stated otherwise - are consumer prices and include the applicable statutory value-added tax (VAT) plus shipping costs.
- (2) Payment for our products is made by you via the payment service provider selected by you.
- (3) In justified individual cases, we reserve the right not to accept certain payment methods.

§ 7 Delivery Conditions

- (1) We deliver exclusively within the European Economic Area (EEA).
- (2) The availability of individual goods is stated in the item descriptions. Goods in stock will be dispatched by the seller, unless expressly agreed otherwise, within 3 working days after conclusion of the contract (in the case of advance payment by bank transfer: within 3 working days after receipt of payment). If goods are marked as not in stock when sold via the online shop, we will endeavor to deliver as quickly as possible.
- (3) Shipping costs are displayed in the shopping cart after you have added goods to it.
- (4) Delivery is made by a parcel service of our choice; larger quantities by a freight forwarder. We reserve the right to make partial deliveries if this appears advantageous for speedy processing and the partial delivery is not exceptionally unreasonable for the customer. Additional costs arising from partial deliveries will not be charged to the customer. Please note that shipments consisting of several parcels may be delivered on different days despite being dispatched at the same time. Collection by the customer is possible by prior appointment.
- (5) You are responsible for the accuracy and correctness of your address details. Additional costs incurred due to incorrect address details (return shipment by parcel service, re-delivery or similar) will be charged to you.

(6) Delivery is made to or from our registered office; the place of performance is also our registered office. With the first delivery attempt, the risk of transport and product quality passes to you as the customer, as delayed acceptance may result in the goods being adversely affected in quality. You are also liable for reduced product quality if you choose an unsuitable location when granting permission to leave the goods (permission to deposit).

(7) If you are an entrepreneur, the risk passes upon handover of the goods to the carrier. In the case of such a sale by dispatch, the risk of accidental loss and accidental deterioration of the goods passes to you when the goods are handed over to the shipping service provider. The same applies if you are in default of acceptance.

§ 8 Retention of Title

(1) The goods remain our property until full payment has been made.

(2) For entrepreneurs, sections 3-6 also apply.

(3) You are entitled to resell the goods subject to retention of title in the ordinary course of business. You hereby assign to us, in the amount of the purchase price agreed with us including VAT, the claim against the second purchaser of the goods subject to retention of title. We hereby accept this assignment. This assignment applies regardless of whether the purchased item was resold without or after processing. You remain authorized to collect the claim even after the assignment. However, our right to collect the claim ourselves remains unaffected. We will not collect the claim as long as you are not in default of payment and no application for the opening of insolvency proceedings has been filed.

(4) We undertake, at your request, to release the securities to which we are entitled insofar as their realizable value exceeds the claims to be secured by more than 10%.

(5) If the goods delivered under retention of title are combined by you with another item in such a way that both become essential components of a uniform item, we acquire co-ownership of the new item in the ratio of the value (invoice price) of our co-ownership share.

(6) If ownership has not yet passed, you must notify us immediately in text form if the goods subject to retention of title are seized or otherwise exposed to interventions by third parties. You are obliged to provide us with all necessary documents required for a third-party objection action pursuant to Section 771 of the German Code of Civil Procedure (ZPO). If the third party is unable to reimburse us for the judicial and extrajudicial costs of such an action, you shall be liable for the loss incurred by us.

§ 10 Cancellation of Trainings, Further Training and Conferences

(1) We reserve the right to cancel trainings, further training courses or conferences if the minimum number of participants has not been reached. In such a case, all participation fees already paid will be refunded in full. Further claims are excluded.

(2) With regard to liability in the event of force majeure and similar unforeseeable events, we refer to the corresponding liability clause in Section 13 of these General Terms and Conditions.

§ 11 Download, Right of Withdrawal

(1) You also generally have a right of withdrawal for digital content. The right of withdrawal expires if you have expressly waived the right of withdrawal pursuant to Section 356(5) of the German Civil Code (BGB). This occurs at your request when downloading eBooks or streaming content or other purely electronic files. This is also because, due to their nature, they are not suitable for return.

(2) Depending on the chosen payment method, after actual receipt of payment the customer will receive a download code by email with which they can download the desired digital medium. If a customer credibly claims that the download did not work, they will receive a new download code after checking the server log until delivery is ensured.

§ 12 Warranty

(1) For consumers, the statutory warranty applies. If the delivered product is defective, you are entitled under the statutory provisions to demand subsequent performance, to withdraw from the contract or to reduce the price. The limitation period for warranty claims by consumers for the delivered product is 2 years from receipt of the goods; for used items, if agreed, 1 year.

(2) For entrepreneurs, the statutory warranty applies; however, the limitation period for defect claims is generally only 1 year from the transfer of risk; the statutory limitation periods for the right of recourse under Section 478 of the German Civil Code (BGB) remain unaffected. For merchants, the duty to give notice of defects pursuant to Section 377 of the German Commercial Code (HGB) applies, according to which the purchaser must examine the product immediately upon receipt, insofar as this is feasible in the ordinary course of business, and, if a defect becomes apparent, must notify us immediately. If the purchaser fails to give such notice, the product shall be deemed approved unless it is a defect that was not recognizable during the examination. If such a defect becomes apparent later, notice must be given immediately after discovery; otherwise the goods shall be deemed approved also with regard to this defect.

(3) If the delivered product is defective, we will remedy the defect for entrepreneurs, at our discretion, either by delivering a defect-free item (replacement delivery) or by remedying the defect (repair).

(4) In relation to entrepreneurs, the following also applies: Defect claims do not exist in the case of only insignificant deviation from the agreed quality and for defects that arise after the transfer of risk as a result of improper or negligent handling, climatic influences or due to special external influences not assumed under the contract.

(5) The above restrictions and shortening of periods do not apply to claims based on damages caused by us, our legal representatives or vicarious agents,

- in the event of injury to life, body or health;
- in the event of intentional or grossly negligent breach of duty, as well as fraudulent intent;
- in the event of breach of essential contractual obligations, the fulfillment of which is essential for the proper performance of the contract and on the observance of which the contracting party may regularly rely (cardinal obligations);
- in the case of guarantees, insofar as agreed;
- insofar as the scope of the Product Liability Act is opened.

§ 13 Limitation of Liability

(1) For claims for damages caused by us, our legal representatives or vicarious agents, we shall always be liable without limitation

- in the event of injury to life, body or health;
- in the event of intentional or grossly negligent breach of duty, as well as fraudulent intent;
- in the case of guarantees, insofar as agreed;
- insofar as the scope of the Product Liability Act is opened.

(2) In the event of a breach of essential contractual obligations, the fulfillment of which is essential for the proper performance of the contract and on the observance of which the contracting party may regularly rely (cardinal obligations), caused by slight negligence on our part, our legal representatives or vicarious agents, liability shall be limited in amount to the foreseeable damage at the time of conclusion of the contract, the occurrence of which must typically be expected.

(3) According to the current state of the art, data communication via the Internet cannot be guaranteed to be error-free and/or available at all times. In this respect, we are not liable for the constant or uninterrupted availability of our online trading system. Maintenance work, in individual cases also server shutdowns or restarts, is required to maintain the shop system.

Rare temporary service restrictions may therefore occur. This also applies to service restrictions of other origin which we cannot influence (such as disruptions of public communication networks, power outages, denial-of-service attacks, strikes).

(4) Otherwise, claims for damages are excluded. We are not liable for the slightly negligent breach of duties other than those mentioned in the preceding sentences.

(5) For entrepreneurs, the following also applies: Liability is limited in amount to the foreseeable damage at the time of conclusion of the contract, the occurrence of which must typically be expected.

(6) We are not liable for damages or delays caused by force majeure. This also applies to the partial or complete non-performance of our contractual obligations insofar as they are directly or indirectly attributable to force majeure. Force majeure includes events that are outside our sphere of influence and were not foreseeable at the time the contract was concluded, and the effects of which could not have been avoided even with due care. This includes in particular natural disasters, pandemics, epidemics, official measures, statutory or official prohibitions, war, terrorist attacks, political unrest, strikes, power outages, as well as disruptions to public communication and transport systems.

§ 14 Consumer Dispute Resolution - Information on Alternative Dispute Resolution under Regulation (EU) No. 524/2013 of the European Parliament and of the Council, as well as under Section 36 VSBG ¹

(1) The ODR platform is intended to serve as a contact point for the out-of-court settlement of disputes concerning contractual obligations arising from online purchase contracts. You can find the homepage of the European Commission's body for online dispute resolution in consumer matters at: <https://ec.europa.eu/consumers/odr/>

(2) We are neither obliged nor generally willing to participate in a dispute resolution procedure before a consumer arbitration board. Our email address is: xyxxyxyx

§ 15 Final Provisions

(1) The contract language is German.

(2) 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 (CISG). Mandatory provisions of the state in which you have your habitual residence remain unaffected.

(3) If you do not have a general place of jurisdiction in Germany, or if you move your residence abroad after conclusion of the contract, or if your residence is unknown at the time the action is brought, the place of jurisdiction for all disputes shall be our registered office,

insofar as you are a merchant or a legal entity under public law. For consumers, the statutory place of jurisdiction applies.

(4) Should individual provisions of this contract be invalid or contradict statutory provisions, this shall not affect the remainder of the contract. The invalid provision shall be replaced by the contracting parties by mutual agreement with a legally valid provision that comes closest to the economic purpose of the invalid provision. The above provision shall apply accordingly in the event of gaps in the contract.