

# General Terms and Conditions

## 1. Scope and contracting parties

The following General Terms and Conditions (GTC) apply to all orders placed through our online shop by consumers and traders (customers).

The customer's contractual partner is Onlineprinters GmbH, Dr.-Mack-Straße 83, 90762 Fürth, Germany.

If the trader uses conflicting or supplementary General Terms and Conditions, their validity is herewith controverted. They will become part of the contract only if we have expressly agreed to it.

## 2. Customer account

Orders are placed in our online shop via a customer account. When placing your first order, you define your login data (e-mail address, password). Your customer number will be sent to you together with the order confirmation of your first order.

In your customer account you can find your stored data and information on your orders.

Moreover, by using the "Add to memo list" button at the bottom of every product page, you can save your personal product selection to your customer account and print it as a non-binding offer. You can also save the product configuration with a "direct link" and recall it with up-to-the-minute prices at any time using this link.

## 3. Formation of the contract

By listing the products in the online shop, we make a binding offer to conclude a contract concerning these articles. You can first place a product in the shopping cart without obligation and check and correct your entries any time before submitting your binding order. The contract is formed when you accept the offer by clicking the "Buy now" button. There is no minimum order value.

We will store the text of the contract and promptly send the order confirmation together with the General Terms and Conditions and the Instructions on cancellation to you by e-mail. The current version of the GTC is available any time from our online shop pages for reading and downloading. You can view your past orders in your customer account. The GTC applicable at the time of ordering are not stored.

The language available for conclusion of the contract is English.

An overview of the ordering process is available in our online shop at [Help > FAQ > Ordering](#).

## 4. Execution of the print order

### 4.1 REQUIREMENTS CONCERNING THE PRINT DATA AND PRINTED PRODUCTS

The artwork must meet the specifications indicated on the respective product page. These specifications will become a part of the contract.

Contents of the print data and the printed products produced on their basis must not

- injure any third-party rights and claims, in particular copyrights, and
- violate any applicable laws or legal regulations,
- be discriminatory or violate general equal treatment,
- be harassing, offensive, obscene, or inappropriate in any other way,
- be of a racist, xenophobic, violence-glorifying, sexist or other immoral or anti-constitutional nature or pursue such objectives.

In case of violation of third-party rights through execution of the print order, you will indemnify us against any claims and damages resulting thereof asserted against us and the costs for legal defence upon proof. Our right to rescind the contract in compliance with Subsection 9.1 remains unaffected.

## **4.2 CREATION AND TRANSFER OF PRINT DATA**

There are different ways to send us your artwork: Clicking the button "To the data upload" right after having placed your order opens our data upload and you can send your completed artwork. You also have the alternative to transfer your files later. Please go to the order summary of your customer account or use the link in your confirmation e-mail. You can also forward a link to the data upload. Please use the "Share" function on the data upload page. It is thus possible, for example, that a graphic designer transfers the print data without the need to access your customer account.

By clicking the "Finalise upload" button you release the data for printing and we prepare your print data for production. If you release the data for printing although you got the feedback that they do not meet our technical specifications and that this can cause significant defects of the printed products, you will bear the risk of defectiveness of the printed products caused by this. Unless otherwise specified below, changing the print data of the order after having released the data for printing is not possible.

You must transfer your print data to us within one week after conclusion of the contract. In case of late or failure of data transfer, Subsection 9.1 of these GTC applies.

As an alternative to transferring your own print data, selected products provide the option to design the print data in our online shop and add them to the shopping cart. When completing your order, they are automatically assigned to the print order. There is no separate uploading process required.

## **4.3 ADDITIONAL OPTIONS**

### **4.3.1 Data check**

Another chargeable additional option is a data check. Within the scope of this data check we check your print data with regard to resolution, bleed, data format and font embedding. We do not check the print data for spelling and typographical errors, colour reproduction or adherence to the maximum colour application of 300 %. We do not check the overprint settings and positioning of folds and perforation lines because they may be pertinent to design considerations. Please note that we do not assume any liability for circumstances outside the scope of our data check. More information is available in our online shop at [Help > Print Files](#).

### **4.3.2 Repeat order**

You have the option of having the subject of a print order that has already been completed produced again within a period of two years without having to submit the artwork files again, provided that we continue to offer the product. For this purpose, we archive your artwork files. With the function "Repeat order" in your customer account, you can initiate an unchanged reprint of a previous print order. The artwork from the previous order will then be used automatically.

### **4.3.3 Brochures and catalogues**

When ordering brochures and catalogues, you have the chargeable additional option to send primary products for correction. In this case, production only starts after you have confirmed the contractual status and finally released the print data.

## **4.4 SURRENDER OF PROVISIONAL PRODUCTS**

We do not surrender any data or other provisional products gained or procured within the scope of our service provision such as printing plates.

## **5. Information on the right to cancel**

Traders are not granted a voluntary right to cancel.

There is no right to cancel in the case of delivery of goods that are not prefabricated and made on the basis of an individual choice of or decision by the consumer or clearly personalised.

In all other cases, consumers have a statutory right to cancel as described in the Instructions on cancellation.

### Instruction on cancellation

#### RIGHT TO CANCEL

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

The cancellation 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 to cancel, you must inform us (Onlineprinters GmbH, Dr.-Mack-Straße 83, 90762 Fürth, Germany, fax: +49 9161 8989-2000, phone: +49 9161 6209801, [service@onlineprinters.org](mailto:service@onlineprinters.org)) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model cancellation form, but it is not obligatory.

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

#### EFFECTS OF CANCELLATION

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than delivery other than the least expensive type of standard delivery offered by us), without undue delay and not later than 14 days after the day we receive back from you any goods supplied or (if earlier) 14 days after the day you provide evidence that you have returned the goods or if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the 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 cancellation 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.

#### Model cancellation form

(If you wish to withdraw from the contract, please fill in this form and return it to us.)

To Onlineprinters GmbH, Dr.-Mack-Straße 83, 90762 Fürth, Germany, Telefax: +49 9161 8989-2000, [service@onlineprinters.org](mailto:service@onlineprinters.org)

I/We (\*) hereby give notice that I/we (\*) cancel my/our (\*) contract of sale of the following goods:

Order number \_\_\_\_\_

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 \_\_\_\_\_

(\*) Delete as appropriate

## 6. Delivery and passing of risk

### 6.1 SHIPPING

We only deliver by way of shipping; collection by the customer is not possible. We deliver to the entry of the building at the stated delivery address. Information on the delivery area is available in our online shop at [Help > Shipping information](#)

## **6.2 DELIVERY PERIODS**

Our delivery periods depend on the time of receipt of the print data, the production time and the shipping time as well as – if using the advance payment option – the time of receipt of the payment. More information on the delivery periods is available on the respective product page. The working days referred to in there mean Monday to Friday, excluding Saturday, Sunday and public holidays.

If you select the Saturday delivery option, you must ensure that the delivered goods can be accepted on Saturday. If the goods cannot be delivered on Saturday because no recipient is found at the delivery address, the Saturday surcharge will not be refunded. More information is available in our online shop at [Help > Shipping information](#)

## **6.3 PASSING OF RISK AND TRANSPORT DAMAGE**

The following applies to consumers: If goods are delivered with obvious transport damage, please complain about such defects immediately to the deliverer and promptly contact us so that we can offer you a solution in a timely manner. Your failure to complain or to contact us has no consequences whatsoever for your statutory claims. However, you can thus help us asserting our own claims against the carrier or transport insurer.

In the case of transport damage, the following applies to traders: The risk of accidental perishing and accidental deterioration passes to you once we have delivered the goods to the person or establishment appointed to effect shipping. Traders are subject to the duty of inspection and notification regulated in § 377 HGB (Handelsgesetzbuch – German Commercial Code).

# 7. Prices and payment

## **7.1 PRICE VALIDITY, CURRENCY**

The prices indicated at the time of order placement apply. Special offers and vouchers cannot be redeemed in arrears.

If you wish to order print runs exceeding the selectable quantities, you can raise a request without engagement regarding feasibility, price, order, and delivery in our online shop using the “Price Enquiry” form at [Help > Contact](#).

The purchase price is charged in euros and payments are accepted in euros only.

## **7.2 SHIPPING COSTS**

Within Germany, standard shipping is free. All information and costs for other shipment options, e.g. express, is available in our online shop at [Help > Shipping information](#).

If we have to send the goods once again to you, for reasons you as the customer are responsible for, you will bear the costs incurred for that. The same applies if the delivery address is changed at your request after formation of the contract and this leads to higher shipping costs or causes additional costs (e.g., if the change is made after shipping of the goods).

## **7.3 PAYMENT OPTIONS AND MATURITY**

The payment options indicated at the time of order placement apply. There is no claim to a specific payment option. All information is available in our online shop at [Help > Payment options](#).

Unless otherwise agreed, payment is due upon formation of the contract.

If the advance payment option is selected, the term of payment is two weeks after conclusion of the contract. Please note that production will only be started after receipt of the payment.

# 8. Invoicing

## **8.1 INVOICING IN ELECTRONIC FORM**

We send the invoice to you after shipping of the goods, in electronic form as PDF file format to the e-mail address stated at the time of order placement. You can also view invoices in your customer account. We do not issue any paper invoices.

## **8.2 BENEFICIARY**

In accordance with § 14 Subsection 4 UStG (Umsatzsteuergesetz – German VAT Act), invoices are issued to the name of the

beneficiary stated at the time of order placement. Subsequent requests for changes that are not based on an incorrect address transfer cannot be considered. Re-issuing to a different invoice recipient is therefore not possible.

### **8.3 INTRA-COMMUNITY DELIVERIES**

We will invoice the VAT at the general VAT rate of the country of delivery.

Traders, who have a valid VAT-ID in the country of delivery will receive the invoice without tax.

If you as a trader state a valid VAT ID number for intra-Community deliveries and we as the contractor could not recognise this although applying due diligence of a reasonable businessman, you owe us the VAT on the net invoice amount at the statutory rate. You as the customer bear the risk of lack of verifiability of the VAT ID number insofar as this is due to circumstances we are not responsible for. In this case we are entitled – at your option – to effect the delivery and issue an invoice including VAT or to not continue order processing until obtaining a qualified confirmation of the stated VAT ID number is possible.

### **8.4 DELIVERIES TO COUNTRIES OUTSIDE THE EUROPEAN UNION**

For deliveries to countries outside the European Union for which we do not provide a separate online shop, invoices are issued exclusive of VAT. The relevant VAT will be imposed separately upon import and disbursed by the transport services provider. This means additional costs for you about which we inform in our online shop at [Shipping > Shipping information > Andorra, Liechtenstein](#).

## **9. Reservation of the right to rescind, customer blocking**

### **9.1 RESCISSION OF THE CONTRACT**

We reserve the right to rescind the contract if

- you are in default with the transfer of your print data despite a corresponding e-mail reminder,
- you are in default with the payment of the purchase price despite a corresponding e-mail reminder,
- your print data do not match the requirements set out in Subsection 4.1,
- there is reasonable suspicion that the print order is made on behalf of a prohibited organisation or a sanctioned person or legal entity (CFSP sanction lists),
- carrying out the print order would contradict our company philosophy and our values, which are state in the presentation of our company.

### **9.2 BLOCKING OF THE CUSTOMER ACCOUNT**

We reserve the right to block your customer account permanently for future orders if there is a reasonable suspicion that the print data or printed products contain forbidden contents in the sense of Subsection 4.1 Para. 2 or that the print order is placed in the name of a banned organisation. The regulation in Subsection 4.1 Para. 3 remains unaffected.

## **10. Reservation of title**

Until complete payment, the goods remain our property.

The following applies additionally to traders: We reserve the title to the goods until complete payment of all debts from an ongoing business relationship. You may resell the reserved goods in the ordinary course of business; you assign to us in advance any claims resulting from this resale – regardless of a combination or mixing of the reserved goods with a new item – in the amount of the invoice and we accept this assignment. You remain entitled to recover the debts; however, we may recover debts ourselves if you do not fulfil your payment obligations.

## **11. Handling of complaints, statutory warranty claims**

### **11.1 LIABILITY FOR DEFECTS TOWARDS CONSUMERS**

Towards consumers, the statutory warranty claims apply.

### **11.2 LIABILITY FOR DEFECTS TOWARDS TRADERS**

Towards traders, the statutory warranty claims apply with the following modifications. The statutory regulations regarding the right of recourse in accordance with §§ 478, 479 BGB (Bürgerliches Gesetzbuch – German Civil Code) remain unaffected.

Exclusively our own statements are regarded as agreement on the condition of the goods, which are included in the contract. Short deliveries up to 5 % of the ordered quantity or excess deliveries may occur due to the printing process. They do not constitute a defect.

Traders are subject to the duty of inspection and notification regulated in Section 377 HGB (Handelsgesetzbuch – German Commercial Code). If you fail to give the notice provided for, the goods shall be deemed to have been approved, unless the defect was not recognisable during the inspection. This does not apply if we have fraudulently concealed a defect.

If the delivered item is defective, we may first choose to remedy by removal of the defect (repair) or by delivery of an item that is free of defects (replacement). Our right to refuse supplementary performance under the statutory conditions (e.g., in case of disproportionality in the sense of § 439 Subsection 4 BGB) remains unaffected.

You are obliged to give us the necessary time and opportunity required for the remedy that we owe you, in particular you need to hand over the complained item to us for examination purposes.

The statutory limitation period for claims for defects by traders is one year as of delivery of the goods.

The aforementioned restrictions and shortened time limits do not apply to claims for damages which have been caused by us, our legal representatives or vicarious agents

- in case of injury to life, body or health,
- in case of intentional or grossly negligent breach of duty as well as fraudulent intent,
- in case of breach of material contractual obligations, the fulfilment of which make the proper execution of the contract possible at all and which the contracting parties may generally rely on and trust in being complied with (cardinal duties),
- within the scope of a guarantee promise, where agreed
- insofar as the scope of application of the Product Liability Act is opened up.

### **11.3 HANDLING OF COMPLAINTS**

Without prejudice to our liability for defects in accordance with Subsections 11.1 and 11.2 of the GTC, in case of a defective delivery we may offer you a reprint, reimbursement of the paid purchase price, partial reimbursement corresponding to the defective portion, or a voucher. All information is available in your customer account in the order overview of the respective order at “Details & Actions”

## **12. Liability**

For claims based on damages caused by us, our legal representatives or vicarious agents we shall in any case be liable without limitation

- in case of injury to life, body or health,
- in case of intentional or grossly negligent breach of duty,
- in case of a guarantee promise, where agreed,
- towards consumers.

In case of breach of cardinal duties through slight negligence on our part, our legal representatives' or vicarious agents', the extent of liability is limited to the damage foreseeable at the time of formation of the contract, the occurrence of which must typically be expected. Cardinal duties are essential contractual obligations the fulfilment of which is a prerequisite for proper execution of the contract and the observance of which the contractual partner may rely on.

Ceteris paribus, claims for compensation for damages are excluded.

The responsibility for the data you have transferred (artwork, address data for customising the product, invoice and delivery address) lies fully and exclusively with you as the ordering party. We cannot assume any guarantee for the correctness of the content of the above data.

Should any third-party rights be violated by the execution of the order, you will indemnify us against any claims and damages resulting thereof that are asserted against us as well as the costs for a legal defence, upon proof. This applies particularly in case of non-compliance of the printing specifications as under number 4.1 above or if you were not authorised to use the address data you transmitted. Our right to rescind the contract in compliance with Subsection 9.1 remains unaffected.

## 13. Copyright

If, within the scope of the order, we render creative services, the resulting works (sketches, drafts, primary products, printed products, etc.) are protected by copyright. We grant you the simple, non-exclusive right, unlimited in time, to use them to the contractually agreed extent and for the contractually agreed purpose. You may use the protected works to design own print templates, provided that printing will be done by us. Further rights of use, in particular the right of reproduction, distribution, making available to the public, the broadcasting right and the right of reproduction through image carriers and sound storage media, require a separate written agreement if not included in the contractually agreed purpose.

## 14. Privacy Notice

Our [Privacy Notice](#) is available in our online shop at the link at the bottom of each page.

## 15. Codes of conduct, dispute resolution

### 15.1 CODES OF CONDUCT

We submitted to the following codes of conduct:

- Trusted Shops
- FSC®, Forest Stewardship Council
- PEFC, Programme for the Endorsement of Forest Certification Schemes

All information on these behaviour codices is available in our online shop at [Certificates & Awards](#) in the tab "About Us" Section at the bottom of each page.

### 15.2 DISPUTE RESOLUTION

The European Commission provides a platform for online dispute resolution (ODR), which is available at <https://ec.europa.eu/consumers/odr>. Consumers generally have the option to use this platform to resolve their disputes. We are not obliged nor willing to participate in a dispute resolution procedure before a consumer arbitration board.

## 16. Applicable law and place of jurisdiction

If you are a trader, German law applies under exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

For contracts with traders, legal persons governed by public law or special public law funds, the exclusive place of performance and place of jurisdiction is our registered office in 90762 Fürth, Germany.

2021-07-01

### **Onlineprinters GmbH**

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Germany

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Commercial register: Local court Fürth, Germany, HRB 11487

Purpose of business: Production and sale of printed products

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