

# 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 [Support/FAQ > FAQ > Placing an order](#).

## 4. Execution of the print order

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

You must ensure that the print data meet our technical print specifications. The relevant print specifications are stated on the respective product page. The specifications stated there will become part of the contract.

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

- violate any statutory provisions as regards their content, in particular by being of a racist, xenophobic, violence-glorifying, sexist or other immoral or anti-constitutional nature or by pursuing such objectives,
- injure any third-party rights and claims, in particular copyrights, and
- lead to the situation in which the execution of the print order will be violating such provisions, rights and claims.

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

You can transfer your print data to us in various ways: Clicking the “to upload” button right after having placed your order opens our Data upload via which you can send your completed print data to us. Alternatively, you can transfer the print data also at a later date in our online shop by stating your order number at [Print Files > Data upload](#). It is thus possible, for example, that a graphic designer transfers the print data without the need to access your customer account.

After having uploaded the print data, you can select the content of the file and then directly get a feedback in the Data upload as to whether the data meets our technical print specifications.

By clicking the “Finalise” 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

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.

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 [Print Files > Data check/data requirements](#)

## 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: +353 1 4370151, service@onlineprinters.ie) 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.ie

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 [Shipping > 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.

### 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 obligation regarding feasibility, price, order and delivery in our online shop using the "Price Enquiry" form at Contact.

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

### 7.2 SHIPPING COSTS

Within Ireland, standard shipping is free. More information on the shipping costs for different shipping methods (e.g., express shipping) or countries is available in our online shop in the offers or at [Shipping > 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 the information and fees are available in our online shop at [Shipping > 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

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.

## 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,
- there is a reasonable suspicion that the print data or printed products contain forbidden contents in the sense of Subsection 4.1 Para. 2,
- there is a reasonable suspicion that the print order is placed in the name of a banned organisation.

### 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 under certain circumstances due to the printing process. They do not constitute 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.

## **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. Data protection statement**

The detailed data protection statement is available in our online shop at [Support/FAQ > Legal Information > Data Protection](#).

## **15. Codes of conduct, dispute resolution**

### **15.1 CODES OF CONDUCT**

We submitted to the following codes of conduct:

- Trusted Shops
- TÜV SÜD s@fer-shopping
- FSC®, Forest Stewardship Council
- PEFC, Programme for the Endorsement of Forest Certification Schemes

All information on these codes of conduct is available in our online shop at [About us > Certified quality](#).

## 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.

2017-02-01

# LEGAL NOTICE

## Onlineprinters GmbH

Dr.-Mack-Straße 83  
90762 Fürth  
Germany

[www.onlineprinters.ie](http://www.onlineprinters.ie)

E-mail: [info@onlineprinters.ie](mailto:info@onlineprinters.ie)

Phone: +353 1 4370151

Monday to Friday: 08:00 - 18:00 CET, excluding German holidays

Fax: +49 9161 8989 2000

### Managing Directors:

Roland Keppler (CEO), Dirk A. Müller (CFO), Christian Würst (CCO)

Commercial register: Local court Fürth, Germany, HRB 11487

Purpose of business: Production and sale of printed products

VAT identification number: DE814978904

EORI number: DE7046189

Share capital: EUR 25,000

Responsible according to §55 RStV (Interstate Broadcasting Agreement)/ Responsible for publication: Roland Keppler (CEO), Dr.-Mack-Straße 83, 90762 Fürth, Germany

Provider: WEBSALE AG, Gutenstetter Straße 2, 90449 Nürnberg, Germany, Phone +49 911 63221-0

Platform of the EU Commission for online dispute resolution: <https://ec.europa.eu/consumers/odr>. We are not obliged nor willing to participate in a dispute resolution procedure before a consumer arbitration board.

## BANKING DETAILS

Account Holder: Onlineprinters GmbH

Bank: Sparkasse Neustadt a. d. Aisch, Germany

IBAN: DE61 7625 1020 0221 1938 40

BIC: BYLADEM1NEA