

General terms and conditions

Infoplus Blindow Namensschilder GmbH & Co. KG
Bahnhofstr. 24 - 22941 Bargteheide - GERMANY
(Status: January 2009)



1. Scope

1.1. Our supplies will be delivered and our services rendered based exclusively on the following terms and conditions (AGB). These also apply to all future business relations even if they have not been expressly agreed on again. Any conditions of our customers that are different to these are not valid even if we have come to know about them, unless we expressly agree to their validity in writing.

1.2. Our product and service range is exclusively directed to companies in accordance with § 14 BGB (commercial or independent businesses). By ordering from us, our customers ensure that they are businesses in accordance with § 14 BGB and are exercising their commercial or independent business activity when concluding a legal transaction with us.

2. Contract conclusion

2.1. Our range of products on offer is non-binding and subject to change. Our presentation of goods on the Internet does not represent a product proposal, but a non-binding request for an order. Technical details of the products on offer, particularly the type and scope of the range of products, colours, weights, dimensions and materials are approximate values which we endeavour to maintain. Deviations within the technical tolerances dependent on materials and usual in the trade are permissible, even in the case of orders based on samples. This also applies to the information provided in sample catalogues, price lists and other brochures. Requested samples will be charged. Indication of previous deliveries does not oblige us to execute subsequent orders in exactly the same way.

2.2. Orders or requirements placed with us are binding proposals for the conclusion of a contract which we can accept within two weeks, as we choose. The acceptance can either be declared in writing or by handing over the goods to the customer. Taking orders on the telephone does not represent a binding acceptance on our part.

2.3. Conclusion of the contract takes place on the condition of correct and timely self-supply through our suppliers, unless we are responsible for non-delivery. We will inform customers immediately if the service is not available and will reimburse any payment we have already received immediately.

2.4. We reserve the right to ownership and copyright of images, drawings, calculations and other documents. Before passing them on to third parties our customer requires our express approval in writing.

3. Processing of the order, delivery and delivery time

3.1. The order will be processed immediately and delivered to the customer as quickly as possible.

The calculation of delivery deadlines and dates starts after the agreement in each case with the receipt of the order confirmation with the customer or with the receipt of the payment agreed on in our account.

In case of the customer's obligation to co-operate the maintenance of delivery dates agreed on assumes that customers will fulfil their obligation to cooperate on time. There will be additional charges to the delivery dates agreed on for delays as a result of this. If the customer asks for changes after order confirmation, delivery deadlines will be calculated again from the time of receipt of the order confirmation.

3.2. We are not responsible for delays in supplies and services due to force majeure and events that make delivery considerably difficult, e.g. strikes, lock-outs, orders from authorities, natural disasters, operational interruptions, power failure etc., even if they occur with our suppliers and in the case of binding deadlines and dates agreed on. In such cases we are entitled to postpone the delivery or service for the duration of the event that is preventing it. If the delivery or service becomes impossible or unacceptable without us being responsible for it, we are entitled to withdraw from the contract. The customer cannot claim compensation for damages in such cases.

3.3. We are entitled to partial deliveries and partial services.

3.4. Up to 10% production dependent additional or reduced deliveries are permitted.

3.5. The customer must provide a delivery address where delivery can be ensured during the day on working days. The customer must bear the costs should the need for delivery to a new address arise.

4. Prices

4.1. We are bound to the price offered in our proposal for 30 days from the date of the proposal unless otherwise indicated. If there are doubts, the prices mentioned in our order confirmation are authoritative. If the service is to be rendered more than 4 months after contract conclusion and the factors deciding price formation have changed considerably between contract conclusion and/or

the actual delivery date, we are entitled to request price adaptation and, if we cannot come to an agreement to withdraw from the contract without any claims against us arising out of it. This does not apply to services rendered within the scope of continuing obligations.

4.2. Unless otherwise agreed on, our prices are purely net prices without discounts or other deductions for the item ex works or ex store Bargteheide excluding additional costs for packaging and freight (particularly C.O.D. charges) and including the legally applicable VAT in each case.

5. Payment

5.1. We deliver exclusively according to the ways described in the order processing documents. When delivering overseas, i.e. outside the Federal Republic of Germany further costs, particularly taxes or customs duties can accrue. These costs must be borne by the customer and paid to us if necessary.

5.2. Unless otherwise agreed on, our invoices are due within 14 days of the date of invoice without deductions. Discounts are only granted if there is no delay with any other due payments at the time of payment.

5.3. Unless otherwise agreed on, all indicated payment conditions apply, but only for the respective order and only for the current calendar year after issuing the order.

5.4. In case of a delay in payment, we are entitled to ask for interest on delayed payment based on legal regulations. We reserve the right to enforcement of further rights and claims due to the delay.

6. Successive deliveries

6.1. If the amounts intended for delivery are not retrieved or the services made available are not accepted before expiry of the deadline for acquisition in the case of successive deliveries, and if the customer is delaying payment, we have the right after granting an appropriate subsequent deadline, to withdraw from the contract and to demand 20% of the payment for the goods that have not been retrieved or accepted as compensation for damages.

6.2. This also applies if the customer already rejects acceptance of the goods before delivery. The customer reserves the right to prove lower damages and we reserve the right to prove higher damages.

7. Set-off, right of retention

Our customers can only set off our claims if their counter claim is undisputed or has been legally determined. They can only enforce a right of retention if they are based on claims arising out of this contract.

8. Typographical and printing errors

Typographical and printing errors will be corrected free of cost, however amendments to the manuscript due to illegibility for which we are not responsible or that deviate from the master copy, particularly corrections to orders and author's corrections will be charged based on the time taken to execute them. The latest edition of the Duden is used for spelling.

9. Proof prints, proof runs, colours

9.1. Proof prints, proof runs and colours (colour descriptions) must be checked by our customers for typographical and other errors and returned to us with a declaration that they are ready for printing. We are not liable for errors overlooked by the customer. Changes requested by the customer by phone require our written confirmation.

9.2. Costs arising out of corrections deviating from the original contract are borne by the customer based on the actual time taken to execute them. The same applies to changes made after approval for printing has been given. If sending a proof print is not requested, liability is restricted to typographical and other errors to gross negligence and intent.

9.3. We would like to point out that there can be differences in colour in the end product dependent on the various production processes.

10. Print data, customer's obligations and liability

10.1. Customers are responsible for information they provide and its contents particularly for the fact that all rights of use as well as rights to publication and passing on of data handed over to us have been made available to them. The customer alone is responsible for violation of the rights of third parties and violation of any other applicable law (particularly criminal law, laws governing competition and copyright) after transfer and processing of the data as well as production and use of the printed works. We are not obliged to check the content of the customer's orders. The customer exempts us from the obligation to any compensation for damages towards third parties.

10.2. Customers must ensure that there are no risks attached to the data and

files they send (through viruses, for example). If damages occur through the use of data or files sent by customers, customers are obliged to compensate for the damages as well as the costs connected to them if they are responsible for the damage.

11. Designs, sketches, drawings

We reserve all copyrights, rights to use and rights to reproduce and copy designs, sketches or drawings that we have made ourselves.

12. Transfer of risk

12.1. The risk of an accidental failure or worsening of the goods is transferred to customers when it is handed over to them, in the case of delivery by carrier, when the goods are supplied to the forwarding agent or shipper or the person or institution responsible for executing the delivery. This applies irrespective of who pays the transportation costs.

12.2. The same applies to handing over of the goods if the customer delays acceptance.

12.3. We only provide transportation insurance if our customer expressly requests it.

12.4. Unless a specific type of packaging is agreed on, the usual commercial packaging is used.

13. Guarantee, liability for defects

13.1. We provide a guarantee of our choice for one year after handing over of the goods through subsequent improvements or replacement of goods delivered. If the defect cannot be repaired within an appropriate time or if the subsequent improvement or replacement of goods delivered has failed for other reasons, customers can ask for a reduced price as they choose or withdraw from the contract. Failure can only be assumed if we have been granted sufficient opportunity for subsequent improvement or replacement of goods delivered and the desired success was not achieved, if the subsequent improvement or replacement of goods is impossible, if we have rejected it or delayed it unreasonably, if there are well found reasons for doubting the possibilities of success or if it is unacceptable for other reasons. A withdrawal is not permitted due to slight defects.

13.2. Our customers must examine whether the goods have been delivered in accordance with the contract using someone versed in the trade immediately after delivery and report recognisable defects immediately and other defects as soon as they have been found in writing (§ 377 HGB), otherwise the goods count as approved. In the case of other business transaction, customers must report obvious defects two weeks from the handing over of goods in writing. Customers bear the burden of proof for the defect, the time of finding it and reporting it on time.

13.3. If our customers choose to withdraw from the contract due to failed subsequent fulfilment after a defect has been found, they are not entitled to claim compensation for damages due to the defect. The customer is obliged to return the goods. If customers choose compensation for damages after failed fulfilment, the goods remain with the customers if this is acceptable to them. The compensation for damages is then restricted to the difference between the purchasing price and the value of the defective object. This does not apply if there has been fraudulent violation of the contract on our part.

14. Liability

14.1. We exclude our liability and the liability of our staff and assistants for slightly negligible violation of obligations unless no obligations essential to the contract, damages caused by injury to life, body or health or guarantees are affected as well as claims arising out of the product liability law. In cases of violation of duties essential to the contract, we are only liable for damages typical to the contract that can be foreseen.

14.2. The date of expiry for claims for compensation for damages made against us, not based on behaviour for which we are responsible, is one year. Claims for damages from supplies in accordance with § 478 BGB are exempt.

14.3. We are liable for our own content on our website and on the website of our online shop. If we enable access to other websites using links, we are not responsible for the other content included on these websites and do not consider this other content our own. If we come to know of illegal content on external websites, we will immediately block access to these pages.

15. Reservation of proprietary rights

15.1. The delivered goods remain our property until payment has been made in full (hereafter also referred to as "goods owned by us"). We reserve the right to ownership of the delivered goods up to fulfilment of all claims we are entitled to from the client now or in future.

15.2. Our customer is only entitled to process and sell the goods owned by us in normal, proper business transactions if he has not delayed payment. Pawning or transfer by way of security is not permissible. The customer already transfers the payments arising out of further sale or any other legal reason (insurance, illegal handling) with respect to the owned goods (including all payment of balance from the current account) to us up to the amount of our claim for reasons of safety. We accept the transfer and authorise customers irrevocably to include the payment transferred to us in his invoice in his own name. This authorisation for recovery can only be revoked if our customers have not fulfilled their payment obligations appropriately.

15.3. Processing of the goods owned by us by customers always takes place in our name and on our behalf. If processing takes place for good we do not own, we acquire co-ownership of the new goods as a ratio of the value of the goods delivered by us to the other objects to be processed. The same applies if the goods owned by us are to be mixed with objects that do not belong to us.

15.4. Customers also transfer the claims arising out of the connection of the object purchased with property of a third party to us so that we can secure our claims against them.

15.5. Customers will also store the goods owned by us free of cost. They are obliged to pay insurance at the appropriate, usual amount. In the case of access by third parties, particularly bill collectors, to the goods owned by us, customers will indicate we are the owners and inform us immediately.

15.6. We are obliged to release the securities entitled to us if customers request it, if the value of our securities exceeds the payments to be safeguarded by more than 10%. We can choose which securities we want to release.

15.7. If customers violate their obligations, particularly in cases of delays in payments, we are entitled to demand the goods we own back and/or withdraw from the contract without setting a deadline. The customer is obliged to hand over the goods. There is not declaration of withdrawal in the request for handing over the goods unless this is expressly declared.

16. Returning of goods

If we accept goods back without being legally obliged to do so, they will only be accepted in the original packaging for credit. We charge a processing fee of 10% of the net value of the goods for de-processing the order, but at least € 15.00, including the respective legal VAT.

17. Data privacy

17.1. Customers agree to the compilation, processing (as well as saving) and use of data specific to them. Compilation, processing and use of people specific data takes place on the basis of the respective applicable laws, particularly the Federal Data Privacy Law (BDSG) and the telecommunications laws. The customer's people specific data are primarily compiled for processing the contract, processed (and saved) and used. It is not passed on to third parties, unless it is absolutely necessary for executing the contract (e.g. passing on to the transport company for delivery).

17.2. We check and evaluate the customer's data when an order is placed. We reserve the right to data exchange with files providing economic data if the need arises. The results of this examination only influence the mode of payment, not delivery.

18. Written form

Amendments and additions to this contract must be made in writing. This also applies to this written form clause. No additional agreements can be made verbally.

19. Place of execution, jurisdiction, agreement on applicable law

19.1. Our company headquarters is the place of execution and exclusive jurisdiction unless our customers are business people, legal entities of public law or a separate public estate. The same applies if the customer does not have any general jurisdiction in Germany or their ordinary residence is not known at the time of filing a lawsuit.

19.2. The contractual relationship is subject to the law of the Federal Republic of Germany with the exclusion of the Uniform Law on the International Sale of Goods (CISG), even if our customers are based overseas.

20. Invalidity of individual clauses

If one of the terms of the contract or these terms and conditions is or becomes partly or fully ineffective, the validity of the remaining terms remains unaffected.