

# General terms and conditions

General terms and conditions for purchases in the online shop at [www.suesse-werbung.de](http://www.suesse-werbung.de)

## § 1 General information – Scope of the General Terms and Conditions

- 1.1.** The contractual partner for orders in our online shop at [www.suesse-werbung.de](http://www.suesse-werbung.de) is: Kalfany Süße Werbung GmbH & Co KG  
Industriegebiet West,  
Holzmattenstraße 22  
D-79336 Herbolzheim
- 1.2.** All supplies of goods and services and any offers are made exclusively on the basis of the following General Terms and Conditions (hereinafter referred to as "GTC") in the version valid at the time of the order.
- 1.3.** They apply to entrepreneurs (section 14 German Civil Code - "BGB"), legal entities under public law and special funds under public law. Any deviating general terms and conditions of our contractual partners (hereinafter referred to as a "Customer") are not accepted by us unless we have otherwise agreed in writing. Our General Business Conditions also apply if we make a delivery to a Customer without reservation and with knowledge of conflicting or deviating business terms on the part of the Customer.
- 1.4.** These terms and conditions also apply to all future business transactions with the Customer even if they are not expressly referred to again in any contracts.
- 1.5.** The parties agree that the Customer waives satisfaction of the notification obligations applicable to electronic commerce pursuant to section 312i (1) nos. 1–3 German Civil Code ("BGB").

## § 2 Conclusion and effectiveness of the contract

- 2.1.** In addition to our standard articles, our online shop offers products that the Customer can design for themselves online.
- 2.1.1.** The following provisions apply to self-designed online products: Our offer is binding. When you place your order, you accept our offer to conclude a contract. The contract is effective when you send your order to us. You will receive an order confirmation by e-mail.
- 2.1.2.** The following provisions apply to orders of all other products: Product offerings and product presentation do not comprise a binding offer. The Customer has the ability to request an offer for products on display via our website. We will then provide an offer in response to the Customer's request. We are bound by such an offer for 30 days from the date of submission. A contract is concluded in the event that the Customer accepts the offer.
- 2.2.** Illustrations and information in advertising materials and other representations, in particular dimensions and technical data, are non-binding. Our weight specifications are approximate measurements.
- 2.3.** If we become aware of circumstances which call into question the solvency and creditworthiness of the Customer, we are entitled to make further deliveries dependent on advance payment or provision of security. We are entitled to withdraw from the contract if neither payment nor security is provided despite the allowance of a grace period.

## § 3 Prices

- 3.1.** Unless otherwise stated for a specific product, all prices quoted are net prices. The prices apply ex works Herbolzheim plus the applicable value added tax and the respective costs for packaging, shipping, freight, insurance, customs duties or other ancillary costs.

## § 4 Terms of delivery

- 4.1.** Unless otherwise agreed in specific instances, the goods shall be delivered ex works. No fixed dates are agreed. Partial deliveries are permitted to the extent they are reasonable.
- 4.2.** Shipment shall always be at the risk of the Customer, even in the case of delivery from a place other than the place of performance – including in the case of delivery carriage paid and/or delivery by the Customer's own personnel or vehicles. Risk passes to the Customer upon notification of readiness for shipment in cases where shipment is impossible on grounds for which we are not at fault.
- 4.3.** If we ourselves are not supplied although we have placed congruent orders with reliable suppliers, we shall be released from our obligation to perform and may withdraw from the contract. We are obliged to inform the Customer immediately of the non-availability of relevant goods or services and will reimburse any consideration already rendered by the Customer without undue delay.
- 4.4.** Unless otherwise agreed, we shall not be responsible for delays in delivery due to force majeure event or other circumstances for which we are not responsible, in particular traffic disruptions, operational disruptions, strikes, lockouts, lack of raw materials or war. The delivery period shall be extended accordingly if we are unable to deliver within the agreed delivery time in such cases. We are entitled to withdraw from the contract if an impediment to delivery continues beyond a delivery period already subject to a reasonable extension.
- 4.5.** In cases where delivery has been agreed, delivery will be made carriage paid kerbside to the agreed unloading point. In such cases, the Customer is obliged to provide the personnel and equipment required for unloading in good time and at their own expense in order to ensure smooth unloading. This requires that the vehicle can be driven directly to the unloading point and unloaded immediately. Any additional costs incurred will be charged separately if these conditions are not met.

## § 5 Payment terms and default

- 5.1.** Payment may be made either by PayPal or on account in the case of logged-in, approved users. Please understand that we reserve the right to limit available payment methods accordingly depending on the result of the credit check. We reserve the right to exclude specific payment methods. When paying by PayPal, you will be redirected to the PayPal website directly from the order process. Payment may only be made via PayPal if you have previously registered or register with PayPal. You will then be redirected to the payment page and confirm the payment order to us. After submitting the order, we request PayPal to initiate the payment transaction, which it then undertakes automatically. In the case of payment on account, you transfer the purchase price as stated in the invoice to the account indicated by us within 14 days of receipt of the invoice. We grant a 2% cash discount for payment within 10 days of the invoice date.
- 5.2.** If the Customer defaults on payment by more than one month, we are entitled to withdraw from the contract and demand damages for non-performance without requiring a prior threat of refusal.
- 5.3.** The interest rate during periods of default is 9% points above the base lending rate. In addition, we are entitled to claim a fixed sum for damages amounting to EUR 40.00 in the event of default on payment. We reserve the right to prove and assert additional damages caused by default.

## § 6 Right of retention

The Customer is only entitled to assert a right of retention if their counterclaim is based on the same contractual relationship.

## § 7 Reservation of title

- 7.1.** We reserve title to the product sold until all outstanding claims arising from the business relationship with the Customer have been settled. The corresponding security interests are transferable to third parties.
- 7.2.** The Customer is obliged to handle goods delivered to them with care, in particular to store them properly. Furthermore, the Customer is likewise obliged to adequately insure them against fire, water and theft at replacement value at their own expense.
- 7.3.** The Customer is entitled to resell and use goods delivered to them in the ordinary course of business. However, the Customer hereby assigns to us all claims against their customers or third parties arising from any such resale in the amount of the value of goods subject to reserved title, irrespective of whether goods delivered to them have been resold without or after processing. The value

of goods subject to reserved title is the final invoice amount agreed with us (incl. VAT). If we have joint ownership interest in goods subject to reserved title that have been resold, the claim assigned relates to an amount corresponding to our joint ownership share. We accept the foregoing assignment, yet authorise the Customer to continue to collect the receivable concerned. We reserve the right to collect the receivables concerned ourselves in the event the Customer does not properly satisfy their payment obligations. The Customer is not authorised to make any other disposition of the goods, including without limitation pledging or making a transfer by way of security.

**7.4.** If delivered goods are inseparably mixed or combined with other objects not belonging to us, we shall acquire co-ownership of the new object in the relationship of the objective value of the delivered goods to the other objects at the time of mixing or combining.

**7.5.** We undertake to release the security interests to which we are entitled upon request to the extent the realisable value of our security interests exceeds the secured claims by more than 10%. The selection of securities to be released shall be at our discretion.

**7.6.** In the event of attachments and other actions by third parties, the Customer must notify us immediately in writing so that we may safeguard our rights (e.g. legal action under section 771 Code of Civil Procedure - "ZPO"). The Customer shall be liable for losses incurred by us in the event that the third party is not in a position to reimburse the court and out-of-court costs incurred by us in a lawsuit pursuant to section 771 ZPO.

## § 8 Design of our products

- 8.1.** The following provisions apply if the Customer orders items in our online shop by submitting templates:
- 8.1.1.** We will make a one-time adaptation of the template to the pre-press stage. Any design work that goes beyond this must be agreed with us prior to placing the order and will be invoiced separately.
- 8.1.2.** We will send the Customer a proof before printing. In any case, the Customer must check and approve the proof for conformity with the contract. We will then complete the order in accordance with the proof.
- 8.1.3.** If the Customer requests further changes after the proof has been submitted, any associated costs must be agreed separately with us and will be charged.
- 8.1.4.** We are the author of all designs sent to the Customer. This applies regardless of whether the Customer has partially or fully financed the design or whether a Customer logo has been used.
- 8.1.5.** We are entitled to demand compensation for damages and injunctive relief if the Customer has printing completed by another manufacturer after we have sent a design. We are not obliged to surrender any of our designs.
- 8.2.** We offer our customers the opportunity to create their own product design in our online shop. The following applies in such cases:
- 8.2.1.** The Customer warrants that templates and texts used by the Customer are free of third-party rights and do not violate applicable law. If third parties assert claims against us owing to an infringement of copyright, trademark, name or other rights for which the Customer is responsible, the Customer shall indemnify us against all claims and shall also bear the costs of our legal representation.
- 8.2.2.** Customer templates are definitive when printing articles designed directly by the Customer. The Customer is obliged to review templates for suitability. We do not review templates for defects or accuracy. We do not assume any liability for defects resulting from templates supplied by the Customer.
- 8.3.** Tools of all kinds, printing plates, moulds, films, embossing stamps, print data, illustrations and drawings, master stamps, production and hand tools, etc. for custom-made products remain our property, irrespective of whether the Customer bore a share of the production costs or paid them in full.
- 8.4.** Tools of all kinds, printing plates, moulds, films, embossing stamps, print data, illustrations and drawings, master stamps, production and hand tools, etc. for custom-made products are protected for a period of five years as of delivery of the product. We undertake not to use them for other customers during the period referred to above.
- 8.5.** Tools of all kinds, printing plates, moulds, films, embossing stamps, print data, illustrations and drawings, master stamps, production and hand tools, etc. for custom-made products will be retained for a period of five years as of the invoice date. Digital data is stored for a period of 12 months and then deleted.
- 8.6.** We are entitled to refer to our company on our products in an appropriate manner.
- 8.7.** The seller reserves the right to refuse orders if information or messages are disseminated with the goods that are not in line with the seller's values.

## § 9 Warranty

- 9.1.** Minor deviations of tone and colour values as well as register differences occur as a result of technical reasons and do not constitute a defect.
- 9.2.** Once delivered, goods must be inspected by the Customer immediately after delivery to the extent feasible in the ordinary course of business. If a defect is found, we must be notified by registered letter within 10 working days of receipt of the goods. Ten percent of the goods subject to complaint must be submitted in the event of a complaint. If the Customer fails to notify us, the goods will be deemed to have been accepted unless the defect was not identifiable during inspection. If such a defect becomes apparent later, notification must be provided immediately after discovery, otherwise the goods shall be deemed to have been approved even with regard to the defect concerned.
- 9.3.** If there is a defect, the Customer is entitled, within the scope of applicable laws, to demand cure in the form of remedying the relevant defect or the supply of a defect-free replacement. We are entitled to select the form of supplementary performance. Supplementary performance shall be deemed to have failed after the third unsuccessful attempt.
- 9.4.** In the event of supplementary performance related to a defect, we are only obliged to assume the necessary expenses, in particular transport, travel, labour and material costs, to the extent they are not increased as a result of the circumstance that the object has been moved to a location other than the Customer's registered office or business premises to which the object was delivered.
- 9.5.** The Customer's claims for defects, including claims for damages, shall become time-barred after one year. However, this does not apply to claims for damages due to injury to life, limb or health or due to a grossly negligent or intentional breach of duty by us or our vicarious agents.

## § 10 Liability for damages and reimbursement of expenses

- 10.1.** We are liable for damages in accordance with applicable statutory provisions in cases where claims for damages are based on an intentional or grossly negligent breach of duty by us, our representatives or our vicarious agents.
- 10.2.** If, as a result of simple negligence, we or our representatives or vicarious agents breach an obligation the fulfilment of which is essential for the proper performance of the contract, a breach of which endangers the achievement of the purpose of the contract and the Customer regularly relies on fulfilment of the respective obligation, liability is limited to foreseeable and typical damages. We are not liable for a breach of obligations other than those referred to above on the basis of simple negligence.
- 10.3.** The limitations on liability set out above do not apply in the event of injury to life, limb or health. This is without prejudice to liability under the Product Liability Act.

## § 11 Choice of law, place of jurisdiction, miscellaneous

- 11.1.** This agreement is governed by German law subject to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 11.2.** If the Customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from the contractual relationship shall be the location of the registered office of our company.