

1. Applicability

1.1. For the business connection between the Farheap GmbH and the customer solely applies the following general terms of business (GTB). The Farheap GmbH does not accept the terms and conditions of customer which are against or different from these GTB, as long as the Farheap GmbH would have declared its acceptance explicitly in a written form. These GTB are also applicable even if the Farheap GmbH conducts the supply unconditional to the customer in spite of having knowledge of contrary or from these GTB deviating terms and conditions of customer.

1.2 According to these GTB, consumer is called every natural person who signs an order for such a purpose that attributes neither his trading nor his independent professional activity.

1.3 According to these GTB, an enterpriser is called every natural or juridical person or legal joint venture which, after finalizing a business to act under a law, deals with practicing its trade or independent professional activity. As long as it is spoken about the enterprisers in these GTB, this rule is also applied on juristic persons of a public corporation and fund assets regulated by public law.

2. Bookings, Conclusion of Contract:

2.1 The booking or order of customer is a conditional offer towards finalizing a contract. The booking of customer succeeds through the transmitting of data within the framework of booking routine on the web page www.overnightprints.de / www.overnightprints.at.

2.2 Farheap GmbH can accept the offer of customer which is located in the booking by means of a confirmation of assignment to the customer via E-Mail.

2.3 Contract partner of the customer is:

Farheap GmbH

Business Manager: Brett Heap

Bergstraße 76

01069 Dresden

Telefon: 034297/987000

Fax: 034297/987002

E-Mail: service@overnightprints.de

3. Process of Booking, Delivery and Delivery Period

3.1 The order will be handled immediately by Farheap GmbH after receiving the payment sent by the customer and the printed material will be (according to the selected shipment advice) dispatched to the customers as soon as possible. The calculation of the delivery term and the supply deadlines begins only after receiving the payment in the account of Farheap GmbH and if necessary not before the entry of the correct printing data. Further information to this point you will find in our FAQ's:

["What is our turnaround and delivery time?"](#)

3.2 The customer has to give a delivery address on which the delivery is guaranteed on working days during day time. The cost of eventual revised necessary delivery has to be borne by customer.

3.3 In case of high magnitude of violence and other unpredictable and non averting damaging incidents for which the Farheap GmbH was not responsible, specially break down, labour dispute and unrest, the dispatch deadline will be extended adequately according to the duration of disturbance plus an appropriate arrangement time period, as long as these disturbances demonstrate a proof of having high influence upon the supply of commodity or upon the other performances of Farheap GmbH. This is also applicable, if these circumstances occur by the time of dispatching from Farheap GmbH. If the disturbance takes more than one month, after the expiry date of actual appointed dispatch deadline, the each contract party can terminate the contract. This withdrawal refers to that part of the contract which is still not fulfilled, unless the dispatched partial delivery is not unusable for the customer. The enforcement of claim of compensation of damages in this case is impossible.

3.4 The shown and agreed delivery periods are only approximately numbers if they are not explicit mentioned in written form.

3.5 Delivery quantities can differ up to + - 5% for easy work and up to + - 10% for difficult 4 colour customer orders. Included could also be waste sheets or make ready sheets which will not be sorted out of the run.

4. Shipment and Terms of Payment

4.1 For the costs of shipment, on web page www.overnightprints.de given price list at [Shipment Calculator](#) applies at the time of order. In case of dispatching in a foreign country, other than Federal Republic of Germany, further costs can be imposed, especially the taxes or custom duties, which have to be borne by the customer and, if applicable, have to refund to Farheap GmbH.

4.2 Farheap GmbH dispatches solely against a payment which is given at the transaction of order. As far as the customer wishes to pay in form of "cash collected on delivery", he bears the costs of "cash collected on delivery".

4.3 The purchase price including the cost of shipment and, if applicable, the fee of "cash collected on delivery" will be due immediately with the order.

4.4 In case of late payment, Farheap GmbH has right to claim the default charges from the customer in according with the legal regulations. The enforcement of further rights and claims due to this delay remains reserved.

5. Transfer of Risk:

5.1 If the customer is consumer, the risk of accidental loss and accidental worsening of commodity transfers to the customer and this risk transfer also in case of delivery purchase at the time of delivery of commodity.

5.2 In case of booking from merchandisers, the risk of accidental loss and accidental worsening of commodity is transferred to the customer, as soon as the commodity is carried out to dispatch the shipment to a particular person or particular establishment. The regulations of (Book of Federal Law) § 447 BGB (dispatching purchase) regarding booking from companies is only then to be implemented, if the dispatching succeeds with our own means of transport or from another place as that of actual place of performance or if we take over the costs of cargo charges.

5.3 The customer is bound to accept the partial delivery, as long as it is reasonable.

5.4 The packing succeeds as it is usual in the trade, unless a special kind of packing is not promised.

6. Property Reservation

6.1 The delivered commodity remains the property of Farheap GmbH (later will be named as "Reserved Commodity") till the full payment of purchase price including the costs of dispatching and eventually the charges of "cash collected

on delivery". If the customer is a merchandiser, then Farheap GmbH reserves the right of ownership on the delivered articles till the receiving of whole payment from the business connections.

6.2 In case of culpable violation of important contract obligations from the side of customer especially delay in payments, we have the right to take the articles back and for that purpose, if applicable, to step into the enterprise of customer if the conditions of a cancellation of contract apply. It is to be the cancellation of contract by taking the reserved commodity back through us.

6.3 The customer has right of resale and for the application of reserved articles only according to the usual course of business under proper rules. The customer has no right on the other availabilities of the reserved commodity. If the reserved commodity is alienated by the customer, then resigns the customer already now from the claims of resale in form of the price value of reserved commodity (our invoice amount including general sales tax) with all additional rights and status from the remainder from us. We accept the resignation. For us, the claims resigned from the customer refer also to the recognised account balance, as well as it refers then to the existing "causal" balance in case of insolvency of third party. The customer has right of revocation to withdraw from claim. Hereby our authority of revocation of claim by ourselves is not going to be affected. If we decide ourselves for the revocation of claim at our own, especially in the cases of number 6.2, then we can demand that the customer notify us about the resigned claims and their debtor, make all necessary declaration about withdrawal, hand over the related documents and inform the debtor about the revocation.

6.4 If the realizable worth of existing safety measurements towards the necessary secure claim exceeds more than 20 %, then we are bound to release the security according to our own choice if the customer demands for it.

7. Print Data of Customer, Obligations and Liability of Customer

7.1 Farheap GmbH performs the print assignments automatic on the basis of transferred data from the customers. The printing succeeds in a way, as it has been released from the customers, however without ledger line for the cutting. The customer takes the responsibility that all the transferred data are properly formatted. Farheap GmbH reserve the right of own examination, however without making itself to be bound for that. Farheap GmbH examines the presentation of the customer, but particularly, does not intend to view the spelling, grammar or other writing, drawing or mapping mistakes.

7.2 The customer is responsible for his submission and its contents, particularly for the instant, that all user rights as well as the rights of publication and disclosure of data, which he transferred to Farheap GmbH, are entitled to him. The customer takes alone the responsibility for that, that no rights of third party would have been violated by means of transferring and processing the data as well no other violence against the present applicable law (especially the criminal law, competition rights and copy rights) has been taken place during the production and application of printing press. As far as the assignments of the customer violate or could violate against the valid law or against the moral values, Farheap GmbH has right to refuse the processing. However, Farheap GmbH is not bound to examine the contents of assignments of customers. The customer exempts Farheap GmbH and the assistants of its accomplishments from every sort of charges, expenditures and damages as well as from the claim of third party, which can be imposed due to the presentations transferred by the customer and their contents or anything associated with that. In that case the customer also takes over the charges of Farheap GmbH for a necessary legal defence.

7.3 Farheap GmbH is doing the file check for incoming customer data (uploaded files and created files from the online catalogue) voluntarily. There is no duty for Farheap GmbH to warn the customer or to check the file for all customer data which is uploaded from the customer or from a third party which is engaged by the customer. In particular for uploaded files there is no verification from Farheap GmbH regarding text, content and pictures in a stored file. There is also no liability on Farheap for mistakes in and with such data provided from the customer directly or indirectly. Furthermore there is no liability for Farheap GmbH for mistakes in the final product if this is caused by defective uploaded or delivered data.

7.4 Farheap GmbH wants to point out in particular that there can be colour variations in the final product contingent upon the different manufacturing processes.

7.5 The duty for storing the data and the files is the responsibility of the customer. Farheap GmbH is optionally to hold a copy of the customer data and files for later use of the customer.

7.6 The customer has to assure, that absolute no danger in form of any possibility of virus or worms should come from the data and files he transfers. In case Farheap GmbH or the assistants of its accomplishment suffer any sort of loss from the data or files sent through the customer, then the customer is bound for the compensation of these losses as well as the incidental costs

associated with it, further harms (harms following to that) and the expenditures as long as he caused these losses.

7.7 The customer does not have any right to apply mechanisms, software or other scripts in connection with using the web page www.overnightprints.de / www.overnightprints.at which disturb the function of this web page or can disturb the function of this web page.

7.8 The customer does not have any right to take measures or to introduce a process which would have consequences or can have consequences in form of infeasible or extravagant burden on the infrastructure of web page www.overnightprints.de / www.overnightprints.at, particularly, to start a process for manipulation of data (liveware) or the process towards registration or initiating the approach towards assignments.

8. Warrantee, Liabilities

8.1 As long as, anything else has not been explicitly agreed, there will be no guarantee undertaken from the side of Farheap GmbH for incompressibility or any other possibility for the lettering of dispatched commodity through the customers.

8.2 In case of a mangle, the customer can first of all demand to make it better in form of repair or by means of subsequent delivery. If making afterwards better is failed within a reasonable period of time, then he is entitled for further rights of guarantee according to law and order. If he selects to withdraw from the contract, then beside that, he is not entitled for a claim for compensation of loss due to mangle, unless Farheap GmbH has caused this mangle intentionally or with gross carelessness.

8.3 For coloured reproductions in all printing processes you can have slight variations from the original which cannot be complained to Farheap. The guarantee for inks, bronze, varnish, impregnation, lamination and rubber coating is only given by Farheap as the supplier of Farheap gives this guarantee to Farheap.

8.4 Farheap GmbH is liable for own guiltiness and for the guiltiness of its legal representative and for the accomplishment assistants only in case of intentional and gross carelessness. Farheap GmbH is liable according to the official rules and regulations in case of violation of essential parts of responsibilities of contract, in case of being failed to supply the commodity as well as in case of injury of human being, their body and health. In case of violation of essential parts of responsibilities of contract because of the reason

of light carelessness, the liability of Farheap GmbH is limited to the substitute of bilateral agreement predictable losses.

9. Right of Withdrawal

9.1 The following right of withdrawal is applicable for the contracts with consumers in terms of § 13 BGB (Federal Book of Law)

Farheap GmbH

Business Manager: Brett Heap

Bergstraße 76

01069 Dresden

Telefon: 034297/987000

Fax: 034297/987002

The customer has right of withdrawal from his declaration of agreement within 2 weeks in written form (e.g. letter, fax, E-mail) or by means of returning the articles without giving any reason. The time deadline begins as early as with the receiving of these legal instructions. It is sufficient to send the withdrawal letter or commodity at right time in order to keep the withdrawal deadline.

In case of an effective withdrawal, both sides have to return the received benefits and, if applicable, both have to surrender the already taken usage. If the customer can not give us back the received performance as a whole or partially or he gives us back in a very bad condition, then he must pay us insofar, if applicable, the compensation. As far as the hiring of things are concerned, it does not mean by the deteriorating of things solely at the time of examination - that it would be possible for the customer perhaps like in a shop - which he has to give back. By the way, the customer can avoid his obligation of compensation, in which he does not consider the thing as his own property during the usage by neglecting every thing which causes to affect its worth.

The things which can be sent in packet are to be return back. The customer has to bear the charges of sending back if the dispatched commodity is exactly the ordered commodity and if the price of returning of thing does not exceed than 40.00 € or if the customer has not made yet the counter performance due to the high price of the thing at the time of withdrawal or has not made partial payment as according to the agreement of contract. Otherwise, the sending back is free of charge for the customer.

9.2 In the above mentioned number 9.1 right of withdrawal is not valid for the contracts

- For the supply of articles, which are manufactured according to the customer's specifications or clearly designed according to the personal requirements or not suitable for sending back because of their quality structure or they can deteriorate quickly or their expiry date has been exceeded.
- For the supply of audio recordings or video recordings or from the software, as long as the supplied data carriers have been unsealed from the consumer
- For the supply of newspapers, magazines or pictorials
- For the service delivery of bet and lottery services

10. Data Check, Data Protection

10.1 The customer agrees with the elicitation, the processing and the utilization of his personal data or privately taken information. The elicitation, the processing and the utilization of his privately taken information succeeds on the basis of, at that time applicable, provisions of the law, especially the federal data protection act (BDSG) and the telecommunication act. The personal information of customer are taken, processed and used principally for the settlement of contract. This information is not passed to a third party, unless, if it is mandatory essential for the implementation of contract (e.g. to pass it further for the purpose of delivery to the shipping agent service or distributor service).

10.2 Farheap GmbH examines and assesses the data information of customer at the time of order. In case of justified reason, Farheap GmbH go through the electronic data communication in form of an inquiry from the credit agency of economy. The result of this inquiry has only influence at the methods of payment and has nothing to do with the supply.

10.3 The customer has right to take the consequences in future by cancelling the acceptance for elicitation, processing and the utilization of his personal information. The Farheap GmbH is bound to delete the personal data in case of revocation for the purpose of deletion, as long as this information is not necessary for the processing of contract and for the processing of order.

11 Positioning- and Printing Errors, Corrections

11.1 Possible small errors in typography or positioning will be reviewed by Farheap voluntarily and corrected free of charge with the approval of the customer.

11.2 Changes to your order by e-mail, phone or fax will be done by Farheap without responsibility for correctness. If changes are submitted by email, the

customer is also responsible for contacting us by phone to ensure changes were received. We take no responsibility for making changes once your order has printed.

12. Applicable Law, Designated Court

12.1 The relationships between the contract parties regulate solely according to the law of Federal Republic of Germany under the exclusion of UN Convention on Contracts for the International Sale of Goods.

12.2 If the customer is merchandiser or he has generally no designated court inside the country or he shifts his residence in a foreign country after making an agreement or his residence would have not been known at the time of commencing of court proceeding, then the place of designated court for all sort of disputes will be the place of Farheap GmbH (Dresden). However, Farheap GmbH has right to pursue the court proceeding against the customer in his generally designating court.