

General Terms and Conditions of Studio Oberländer GmbH (Contractor)

§ 1 Scope of application

Our deliveries, services and offers are exclusively subject to our following terms and conditions.

They shall also apply to future deliveries without repeated notification.

By placing orders the purchaser expressly accepts these terms and conditions. Other agreements, in particular verbal agreements with employees and orders placed by telephone, are only valid if confirmed by us in writing.

§ 2 Offers and conclusion of contract

All offers are non-binding and subject to change. They shall remain valid for a period of 30 days.

An order is only binding after written order confirmation. Subsidiary agreements, amendments and additions to the order shall only be concluded by means of a further order confirmation or a written agreement. Contrary declarations by the customer regarding the validity of his terms and conditions of business or purchase are hereby contradicted.

Right of withdrawal no longer than 24 hours after placing the order, but only if dispatch has not yet taken place. The right of withdrawal is excluded for articles with printing.

The contractor reserves his property rights, copyrights and other ancillary copyrights to cost estimates, drawings and other documents. Any disclosure to third parties is subject to the written consent of the contractor. All documents provided, in particular sketches, drafts, retouching, photographs and samples, must be returned to the contractor immediately upon request in the absence of an order.

If the Client places an order, the Contractor shall be entitled to invoice the Client for the expenses incurred in accordance with the offer. The Principal shall guarantee that no rights of third parties oppose the services to be rendered by the Agent.

§ 3 Prices

The prices stated in the offer shall apply subject to the proviso that the order data on which the offer was based remain unchanged.

Any changes in performance made at the request of the Purchaser after confirmation of the order shall be charged separately by the Vendor.

All prices are net prices and are subject to statutory value added tax. All prices are quoted in euros.

Delivery, packaging and shipping costs as well as any transaction costs incurred shall be shown separately and invoiced unless otherwise agreed.

§ 4 Delivery

Delivery periods or delivery dates shall always be deemed to be approximate, unless in individual cases the binding nature has been expressly agreed in writing.

In the case of offers with delivery condition free domicile, delivery free domicile to an address within Germany shall apply unless otherwise agreed. Costs for express deliveries are to be borne by the client. Fixed date agreements are only valid if this is agreed in writing at the time of the order.

If the contractor is in default with the delivery, he shall first be granted a reasonable period of grace in writing. The contractor reserves the right to make partial deliveries. Operational disruptions as a result of force majeure, industrial action or other unforeseen events shall release the contractor from compliance with agreed delivery deadlines. Excess or short deliveries of up to 10% of the ordered quantity cannot be objected to. The quantity delivered shall be invoiced. Return shipments of delivered goods may only be made with our prior written consent and in accordance with our instructions. Services which are provided on site at the customer's request may be invoiced with a travel flat rate or expenses.

§ 5 Warranty

Notification of defects must be made in writing immediately after receipt of the goods, at the latest within one week after receipt of the goods, by the fastest means of communication. Defects which are not discovered within this period shall expire and the goods shall be deemed to have been approved.

The defective goods shall be kept available for inspection by the contractor in the condition in which they are at the time of discovery of the defect.

In the event of a properly raised notice of defect by the customer, the contractor shall provide a warranty in the event of a justifiable defect or the absence of a guaranteed quality of the goods by means of a replacement delivery for the part of the goods that is the subject of the complaint. If the contractor is not in a position to make a replacement delivery or if this fails for other reasons, the client shall have the right to withdraw from the contract or reduce the purchase price (reduction).

No warranty shall be assumed for the dimensional accuracy and adhesion of films and photographic layers, for changes occurring in the course of time in dyes in chemical layers and for age-related decomposition of chemical layers.

In the case of colour reproductions in all production processes, minor deviations from the original cannot be objected to. The same applies to the comparison between press proofs and the production run.

For printed custom-made products (e.g. PVC tarpaulins, banners, adhesive tape), possible colour deviations/tolerances in the basic colours, e.g. in carrier materials, are excluded from complaints to an extent of max. 5% deviation of the colour tolerance.

Each delivery or partial delivery shall be deemed an independent transaction with regard to warranty rights or warranty obligations. Legal consequences for others cannot be derived from any defects in one (partial) delivery.

§ 6 Terms of payment

The term of payment is 30 days from receipt of invoice. If the payment deadline is exceeded, we shall charge statutory interest on arrears. In the event of default, the debtor shall be obliged to reimburse all collection and debt collection costs incurred.

All invoices and amounts are to be paid in Euro. For transfers from NON-EU countries, the current bank transaction costs will be passed on.

Advance payment may be required for new business relationships.

Partial deliveries are partial transactions and are deemed to be independent transactions. The contractor is therefore entitled to issue partial invoices or to demand advance payments.

Furthermore, he shall be entitled to issue an interim invoice for orders that have been started but not yet completed.

Bills of exchange, cheques and money orders shall only be accepted by special and prior agreement.

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District Court of Wiesbaden, HRB 20785
Managing Director: Kersten Andreas Oberländer

§ 7 Retention of title

The delivered goods shall remain the property of the contractor until full payment of the purchase price including all ancillary charges has been made.

Any payment by the principal shall always be set off against the oldest debt not yet settled in such a way that the transfer of ownership of goods can only take place after settlement of all previous claims of the contractor against the principal.

The principal may only offset counterclaims of any kind by agreement. Prior to transfer of ownership, pledging, transfer by way of security, processing or transformation is not permitted without the express consent of the contractor.

The following applies to rental websites: websites and registered domains of Studio Oberländer GmbH remain the property of the contractor until full payment has been made.

§ 8 Withdrawal

The contractor is entitled to withdraw from the contract, also with regard to an outstanding part of the delivery or service, if false information has been given about the creditworthiness of the client or objective reasons have arisen with regard to the client's inability to pay, e.g. the opening of insolvency proceedings or the rejection of such proceedings for lack of assets to cover costs.

§ 9 Liability

Claims for damages and liability in the event of inability, delay or impossibility shall be limited to the amount of the order volume, unless intentional, tortious or grossly negligent acts are involved. This also applies to consequential damages.

§ 10 Copyright, right of use and compensation for damages

The client is aware that he/she is responsible for compliance with the copyright for compliance with copyright laws (e.g. §§ 2, 16, 20, 23 and 53 UrhG).

The client assures that he/she is either the owner of the archived data or has obtained the right of reproduction/use from the owner of the intellectual property.

The contractor is merely an external service provider acting on behalf of the client and is not responsible for the content of the archived data. There shall be no general verification or control as to whether the Client complies with copyright law.

The Client shall indemnify the Contractor against claims by third parties arising from the violation of the above obligations, in particular the violation of copyrights, ancillary copyrights, other industrial property rights or personal rights.

If a third party raises claims to documents of which it claims, justifiably or unjustifiably, to be the intellectual author, the contractor shall be at liberty to prevent access to this data for the client until the claim has been clarified. In this case, the Client shall remain obliged to the Contractor to the full extent of the consideration.

The Client shall be responsible for the legal admissibility of the contents of the stored data.

Expenses incurred by the contractor due to legally inadmissible contents of the data provided by the client shall be reimbursed by the client to the contractor in any case.

The rights of use of all graphics supplied, in particular of logos and other objects designed by the contractor, shall pass to the client upon full payment of the invoice. The Client may alienate and/or process the Contractor's supplied objects for its own purposes. If the rights of third parties are infringed by documents provided by the Client, in particular by images, graphics and texts, and a legal claim is made against the Contractor as a result, the Client shall be liable for the legal consequences.

The contractor uses documents and graphics created by himself or licence-free documents. Should a copyright infringement nevertheless exist in an order, the contractor shall remove it or declare it with the respective copyright notice.

§ 11 Place of performance and jurisdiction

The places of performance are Wiesbaden and Frankfurt am Main. The place of jurisdiction for deliveries and payments shall be Wiesbaden for both contracting parties. The contractual relationship shall be governed by German law.

§ 12 Severability clause

If individual provisions of these terms and conditions are invalid, the remaining provisions of these terms and conditions shall remain unaffected. The invalid provisions shall be replaced by the corresponding statutory provisions.

Status: September 2022

With these GTCs, previous agreements lose their validity.