

**GENERAL TERMS & CONDITIONS BRAND.IT GMBH**

1. The following General Terms and Conditions apply to the business relationship of Brand.it GmbH only vis-à-vis entrepreneurs, legal entities under public law and special funds under public law within the meaning of Section 310 (1) of the German Civil Code (BGB). Entrepreneurs in the sense of these terms and conditions are natural or legal persons or partnerships with legal capacity who act in the exercise of their commercial or independent professional activity, § 14 para.1 BGB. The version valid at the time of your order is decisive. Rights to which we are entitled according to the statutory provisions beyond these General Terms and Conditions shall remain unaffected. Any terms and conditions of the buyer that deviate from or conflict with these terms and conditions shall not be recognized by us unless we have expressly agreed to them. The performance of the services shall not be deemed to constitute such consent.
2. German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
3. Place of performance and jurisdiction for both parties is Berlin.
4. All offers are subject to change. We are bound to offers individually prepared for you for 14 calendar days. In particular, our offers in the current catalog and on the Internet represent a non-binding invitation to you to order goods from us.
5. The copyright to the designs and artwork lies solely with Brand.it GmbH. Unless otherwise agreed in writing, the customer has no right to surrender, reproduce, pass on or otherwise use the print data.
6. For all orders submitted to Brand.it GmbH for labeling products with individual logos or photo motifs, the necessary copyrights, trademark rights, or other rights of the customer are assumed. Brand.it GmbH points out that third parties may assert substantial claims for damages against customers in the event of copyright infringing content. The customer is liable for all consequences resulting from an infringement of the aforementioned rights and indemnifies Brand.it GmbH from any liability in case of a claim by a third party.
7. We reserve the right of ownership of the purchased goods until all payments resulting from the delivery contract have been received. You are obligated to handle the item(s) with care, in particular to protect them from damage. You are entitled to resell the purchased goods in the ordinary course of business. However, you hereby assign to us all claims arising from the resale by way of security.
8. In the case of invoices that have not been paid or have only been paid in part by the due date, we shall charge interest on arrears in the amount of nine percentage points (9%) above the base interest rate. Furthermore, a processing fee in the amount of 40€ is due.

9. Customs duties, taxes and any other costs incurred for shipment abroad shall be borne by the customer unless otherwise agreed in writing.
10. If we are unable to deliver the ordered item due to lack of availability, you will be informed immediately. In this case we can withdraw from the purchase contract. Your legal claims remain unaffected by this.
11. Brand.it GmbH is not liable for delays in delivery or for inability to deliver due to force majeure.
12. If a customer's specification is not technically feasible and this is only discovered during the production process, we also reserve the right to withdraw from the purchase contract.
13. Production-related deviations of the actual inscription from the template are possible, but do not constitute a basis for a notice of defects, provided that these do not exceed a reasonable extent.
14. Goods that have been personalized, i.e. engraved, printed or otherwise refined at the request of the customer, are excluded from exchange and return.
15. Cancellation conditions. If the order is cancelled after the order has been placed in writing, the customer shall receive a credit note amounting to 90% of the invoice amount. If the cancellation is made after the order has been placed and after the first individual sample has been produced, the credit note shall amount to 70% of the invoice amount. If the cancellation is made after the order and after the start of production, the service will be invoiced in full. No credit note will be issued.
16. Delivery dates and deadlines are not binding, unless they have been expressly agreed in writing.
17. By sending in the goods or the order release via the login of the Customer Order Center, as well as any other form of written order release, the last valid inscription template that was demonstrably available to you becomes the binding basis for the inscription of the goods.
18. We reserve the right to list selected customer projects as a reference on the communication channels of our choice and to mention the customer by name including his company logo. The customer has the right to object to this in writing at any time, which will result in the removal of his reference. In the case of print products, the removal will take place with the next print run.
19. Severability clause: Should individual provisions of this contract be invalid or contradict legal regulations, this shall not affect the remainder of the contract.