

# MARK SANDER

## I. Standard Business Terms and customer information

### § 1 Basic provisions

(1) The following business terms are applicable to all the contracts, which you conclude with us as a supplier (Markus Sander) via the [www.marksander-design.com](http://www.marksander-design.com) website. Unless otherwise agreed upon, the inclusion, if necessary, of your own conditions is ruled out.

(2) A 'consumer' in the sense of the following regulations is every natural person who concludes a legal transaction which, to an overwhelming extent, cannot be attributed to either his commercial or independent professional activities. The term 'businessman' refers to every natural person, legal person or legally responsible partnership that concludes a legal transaction in pursuance of his/its independent professional or commercial activity.

### § 2 Conclusion of the contract

(1) The subject-matter of the contract is the selling of products.

(2) Our offers on the website are non-binding and are not a binding offer to conclude a contract.

(3) You are not bound by your enquiries regarding the creation of an offer that have been conveyed to us. We supply you with a textual and binding offer (e.g. via e-mail), which you can accept within a period of 5 days.

(4) The execution of the order and the sending of all the details necessitated by the conclusion of the contract take place via e-mail, in a partially-automated manner. Consequently, you have to ensure that the e-mail address that you have deposited with us is the correct one, and that the receipt of the respective e-mails is guaranteed. In particular, you have to ensure that the respective e-mails are not blocked by a SPAM filter.

### § 3 Individually-designed products

(1) You provide us with the appropriate information, text or data necessary to customise the goods via the online ordering system or via E-mail without undue delay after concluding the contract. Any potential specifications that we may issue regarding file formats are to be borne in mind.

(2) You are obligated to ensure that you do not transfer data whose contents violate the rights of external parties (especially copyrights, rights to names and trademark rights) or break existing laws. You explicitly free us from any and all claims related to this matter that may be raised by external parties. This also applies to the costs associated with any legal representation that may become necessary in this regard.

(3) We do not check the transferred data for textual accuracy. In this respect, we assume no liability for errors.

(4) Insofar as we create texts, images, graphics and designs for you within the framework of the customised designing process, the said items are subject to copyright law.

Individual parts or complete contents may not be utilised, reproduced or modified unless we have explicitly authorised such a course of action.

Unless otherwise agreed upon, we assign to you a temporally unrestricted right to use the copyright-protected items that have been created for you. You are explicitly prohibited from making the protected items or parts thereof privately or commercially available to external parties in any manner whatsoever. The transfer of the right of use is subject to the suspensive condition of full payment of the agreed-upon purchase price.

#### **§ 4 Right of retention, reservation of proprietary rights**

(1) You can only exercise a right of retention if the situation in question involves claims arising from the same contractual relationship.

(2) The goods remain our property until the purchase price is paid in full.

(3) If you are a businessman, the following conditions also apply:

a) We retain ownership of the goods until all the claims arising from the ongoing business relationship have been settled in full. The goods subject to retention of title may not be pledged or transferred by way of security before ownership of the said goods changes hands.

b) You can re-sell the goods within the framework of an orderly transaction. In this regard, you hereby cede all the claims amounting to the magnitude of the billing amount that accrue to you as a result of the re-selling operation to us, and we accept the cession. Furthermore, you are authorised to collect the claim in question. However, insofar as you do not discharge your payment obligations in an orderly fashion, we reserve the right to collect the claim ourselves.

c) In a situation involving the combination and amalgamation of the goods subject to retention of title, we acquire co-ownership of the newly-formed item. This co-ownership corresponds to the ratio that exists between the invoice value of the goods subject to retention of title and the other processed items at the time of processing.

d) If you make a request of this nature, we shall be obligated to release the securities that are due to us, to the extent that the realisable value of our securities exceeds the claim to be secured by more than 10%. We are responsible for selecting the securities to be released.

#### **§ 5 Warranty**

(1) The statutory warranty rights are applicable.

(2) If you are a businessman, the following shall apply, despite the contents of paragraph 1:

a) It is understood that the details provided by us and the product description provided by the manufacturer are the only things that represent the properties and condition of the product in question. Other advertisements, blurbs and statements issued by the manufacturer are not considered to be representative of the properties and condition of the said product.

b) You undertake to promptly examine the goods and pay necessary attention to quality and quantity variances and to notify us in writing (via E-mail, for example) of apparent defects within seven days of receipt; timely dispatch will be sufficient for observing the deadline. This also applies to hidden defects that are detected at a later stage (from the time of discovery onwards). Warranty claims cannot be raised if the obligation to inspect and the obligation to give notice of defects are not fulfilled.

c) In case of defects, we provide guarantee through repair or replacement at our own discretion. If the defect is not removed, you can demand a reduction in the price or withdraw from the contract at your discretion. The defect removal is applicable after a failed second attempt, unless the circumstances prove otherwise, in particular due to the nature of the object and/or defect or other conditions. In case of repair, we must not bear the additional costs, which arise from the transfer of the item to a place other than the place of fulfilment, as far as the transfer does not correspond to the intended use of the item.

d) The warranty period amounts to a period of one year after delivery of the product. The shortened warranty period does not apply in situations involving culpably caused damages that can be attributed to us and which are associated with loss of life, injuries or health-related damages. Furthermore, it does not apply in situations involving damages suffered as a result of gross negligence or malicious intent, or in situations involving deceit or contribution claims as per §§ 478 and 479 of the BGB (German Civil Code).

#### **§ 6 Liability**

(1) We also provide unlimited liability for damage caused due to the violation of life, limb or health. Furthermore, we provide liability without limitation in all cases of intent and gross negligence, if a defect is fraudulently concealed, in case of assumption of guarantee for the procurement of the object of purchase and in all other legally regulated cases.

(2) The liability of defects within the scope of the implied warranty complies with the corresponding regulation in our customer information (Part II) and General Terms and Conditions (Part I).

(3) If the situation in question relates to important contractual obligations and involves minor negligence, our liability is limited to the foreseeable damages that are typical for the contract. The term 'important contractual obligations' refers to important obligations that follow from the nature of the contract and whose violation would jeopardise the fulfilment of the purpose of the contract. It also covers obligations that the contents of the contract impose on us in order to facilitate the fulfilment of the purpose of the contract and whose fulfilment makes it possible for the contract to be executed in an orderly manner, and compliance with which may regularly be taken for granted by you.

(4) When it comes to the violation of inessential contractual obligations, no liability shall be assumed if the situation in question involves violations of obligations associated with light negligence.

(5) The current state of the respective technology makes it impossible to guarantee that data transmission operations that use the internet will take place in an error-free manner characterised by permanent availability. In this respect, we cannot vouch for the constant and uninterrupted availability of the website and the service offered on the website.

## **§ 7 Choice of law**

(1) German law shall apply. This choice of law only applies to customers if it does not result in the revocation of the protection guaranteed by the mandatory provisions of the law of the country in which the respective customer's usual place of residence is located (benefit-of-the-doubt principle).

(2) The provisions of the UN Convention on Contracts for the International Sale of Goods are explicitly inapplicable.

## **II. Customer information**

### **1. Identity of the seller**

Markus Sander  
Am Markt 2  
85635 Höhenkirchen  
Germany  
Telefon: 08102-777692  
E-Mail: info@marksander-design.com

Alternative dispute resolution:

The European Commission provides a platform for the out-of-court resolution of disputes (ODR platform), which can be viewed under <http://ec.europa.eu/odr> (<http://ec.europa.eu/odr>).

### **2. Information regarding the conclusion of the contract**

The technical steps associated with the conclusion of the contract, the contract conclusion itself and the correction options are executed in accordance to the regulations "conclusion of the contract" in our standard business terms (part I.).

### **3. Contractual language, saving the text of the contract**

3.1. Contract language shall be English.

3.2. The complete text of the contract is not saved with us. Before the order is sent, the contract data can be printed out or electronically saved using the browser's print function. After the order

is received by us, the order data, the legally-mandated details related to distance selling contracts and the standard business terms are re-sent to you via e-mail.

3.3. You will be sent all contractual information within the framework of a binding offer in written form, via E-mail for example, for quotation requests outside of the online shopping basket system, which can be printed out or saved electronically in a secure manner.

#### **4. Codes of conduct**

4.1 We are voluntarily subject to the Käufersiegel quality criteria of Händlerbund Management AG which can be viewed at:

<http://www.haendlerbund.de/images/content/kaeufer-siegel/kaeufer-siegel-qualitaetskriterien.pdf> (<http://www.haendlerbund.de/images/content/kaeufer-siegel/kaeufer-siegel-qualitaetskriterien.pdf>) and, in connection with that, the Ecommerce Europe Trustmark Code of Conduct <http://www.ecommercetrustmark.eu/the-code-of-conduct/> (<http://www.ecommercetrustmark.eu/the-code-of-conduct/>).

#### **5. Main features of the product or service**

The key features of the goods and/or services can be found in the respective quote.

#### **6. Prices and payment arrangements**

6.1 The prices mentioned in the respective offers represent total prices, as do the shipping costs. They include all the price components, including all the incidental taxes.

6.2 The dispatch costs that are incurred are not included in the purchase price. They can be viewed by clicking the appropriate button on our website or in the respective quote, are shown separately over the course of the order transaction and must additionally be borne by you, insofar as free delivery is not confirmed.

6.3 The payment methods that are available to you are shown by clicking the appropriate button on our website or are disclosed in the respective quote.

6.4 Unless otherwise specified for the respective payment methods, the payment claims arising from the contract that has been concluded become payable immediately.

#### **7. Delivery conditions**

7.1 The delivery conditions, delivery date and existing supply restrictions, if applicable, can be found by clicking the appropriate button on our website or in the respective quote.

7.2 If you are a consumer, the following is statutorily regulated: The risk of the sold item accidentally being destroyed or degraded during shipping only passes over to you when the item in question is delivered, regardless of whether or not the shipping operation is insured. This condition does not apply if you have independently commissioned a transport company that has not been specified by us or a person who has otherwise been appointed to execute the shipping operation.

If you are a businessman, the delivery and shipping operations take place at your own risk.

#### **8. Statutory warranty right**

8.1 The liability for defects associated with our goods is geared towards the 'Warranty' provision in our standard business terms (part I).

8.2 As a user, you are requested to promptly check the product for completeness, visible defects and transport damage as soon as it is delivered, and promptly disclose your complaints to us and the shipping company in writing. Even if you do not comply with this request, it shall have no effect on your legal warranty claims. These SBTs and customer details were created by the lawyers specialising in IT law who work for the Händlerbund, and are constantly checked for legal conformity. Händlerbund Management AG guarantees the legal security of the texts and assumes liability in case warnings are issued. More detailed information can be found on the following website: <http://www.haendlerbund.de/agb-service> (<http://www.haendlerbund.de/agb-service>).

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