

primetype GmbH Terms & conditions

Corporate, trade and retail orders only

We are able to sell to corporate clients only, i.e. clients who run a business or are self-employed. On placing your order you confirm the intended use of our goods to lie within the framework of your business.

Prices and terms of payment

Prices and range of our services quoted according to our current valid prices and terms. All prices are quoted exclusive of VAT and delivery charges. We offer various ways of payment. Customers making payments via banks outside Germany are liable to carry all bank charges incurred.

Acceptance of order/Contract effective date

When you place an order you are entering into a purchase agreement with us which becomes binding upon our accepting your order or dispatching the goods to you. If we are unable to accept your order, we will inform you of this.

Delivery

We usually do have all products in stock. This means we are generally able to deliver within 2 working days. In the case of deliveries abroad we aim to deliver as fast as possible. In the unlikely event of the agreed delivery period being exceeded by more than 14 days, you are entitled to cancel the order in writing.

Return of goods

You have the right to return any goods within 14 days after delivery irrespective of any possible faults. In the case of typefaces this is subject to an unbroken licence seal. All return postage costs incurred are carried by the customer. The following goods cannot be returned: goods we have specially created, customized or modified according to your brief, goods shipped on removable data storage media, goods with a broken licence seal and goods obtained by you via download from our website or being delivered to you electronically. Your statutory rights as a consumer are not affected.

Typefaces

When you buy a digitized typeface you acquire the right to use it as per our end user licence agreement. On ordering from our website or downloading or receiving the typeface data, or by breaking the seal on the the packaging you accept our end user licence agreement. If you do not accept the licensing terms you must not open the packaging. In this case you must return the complete consignment unopened to us within 14 days after delivery.

Job contract

Modification of typefaces, typeface design and creation are subject to a job contract. A job contract grants the right of use. While the right of use of a product may be granted, all original designs, rights of exploitation, design and manufacturing data remain the sole property of primetype GmbH.

Retention of Title

Any goods remain the property of primetype GmbH until full payment has been received. Likewise, any right of use is granted only after full payment has been received.

Availability

In the event that goods or services ordered are no longer available from primetype GmbH, we reserve the right to cancel the contract. We will immediately inform you if any product or service you ordered becomes unavailable and return any payments you may have already made.

Warranty

The warranty period in the event of any faults is one year. In the case of purchase contracts the period commences on delivery of the goods, in the case of job contracts it commences on acceptance of the the work by the client. To be eligible for a warranty claim the client must report to us in writing any obvious faults within 14 days after receipt of the goods. The posting of any such report within this time limit will suffice. When making a claim please include a copy of the delivery documentation as proof of receipt. Minor faults are not covered by the warranty. In any case with regards to faulty goods you are only entitled to claim subsequent performance (i.e. either rectification of the fault or re-delivery of the goods fault-free, according to your choice) in accordance with § 439 BGB German Civil Code. If subsequent performance cannot be granted satisfactorily you are entitled to claim a reduction in price or to cancel the contract altogether. No other warranty claims can be accepted, except in cases where we have either deliberately kept the client from the fact that a fault exists or have offered a guarantee of condition. Your rights to claim indemnification for a fault are not affected and are governed by the terms of liability. These come under statute of limitation within the applicable statutory times. In case of a replacement delivery or cancellation of contract the goods must be returned to us in their entirety including any storage media and software, as well as any accompanying printed materials. If you have obtained the goods via download from

our website or made backup copies or have already installed the software, all pertaining data must be deleted from your media. You are not entitled to use any faulty goods or copies of goods for which you make a claim. In the case of job contracts the above rules shall be applicable in the context of inadequate delivery of service. If you decide to claim subsequent performance we can - at our discretion - either rectify the fault or produce the work afresh. In this case § 635 BGB German Civil Code applies.

Liability

The client cannot claim damages, whatever the cause in law may be. This exclusion of liability does not apply in the case of intentional or grossly negligent action, to claims pertaining to a warranty, to claims for damages through no fault of our own, in the case of injury to life, body or health or negligent breach of essential contractual duties. In case of the latter, liability is limited to indemnification for damages typically foreseeable on conclusion of contract. Where liability on our part is excluded this will extend to any personal liability of our employees, organizations, representatives and agents. Any additional claims exceeding those detailed above, such as claims for compensation for downtime, loss of production, wasted materials and other indirect damages are expressly excluded, unless such damages have been wilfully or negligently caused by us.

Data Protection

We treat all your data confidentially. We will never pass on your data to third parties. Any information we gather will solely be used to execute your order and to keep you up to date about our range of products and services.

Applicability

All our products and services are solely subject to our own terms & conditions. Other terms & conditions, be they the client's or any other do not form part of a contractual agreement between primetype GmbH and the client. Any amendments to our terms & conditions or any separate agreements must be established in writing. Only the German original version of the terms & conditions is legally binding.

Place of Fulfilment

For contracts with traders, corporate or public bodies, or public bodies of special assets jurisdiction at the place of performance will be Berlin, Germany. Applicable law is that of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is not applicable.

Valid as of February 2004

Terms & Conditions (Allgemeine Geschäftsbedingungen) of primetype GmbH

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