

General Terms and Conditions

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1) Scope of Application

1.1 These Terms and Conditions (GTC) of the company Tontopf e.K. (hereinafter referred to as "Seller") shall apply to all contracts concluded between a consumer or a merchant (hereinafter referred to as "Client") and the Seller relating to all goods and/or services presented in the online shop of the Seller. The inclusion of the Client's own conditions is herewith objected to, unless other terms have been stipulated.

These Terms and Conditions shall also apply to the user of the Seller's website.

1.2 A consumer pursuant to these General Terms and Conditions is every natural person who enters into a transaction primarily for personal, family, or household purposes.

1.3 A merchant pursuant to these General Terms and Conditions is every wholesaler or retailer who buys goods for resale to anyone and everyone for profit.

2) Conclusion of the Contract

2.1 The product descriptions in the Seller's online shop do not constitute binding offers on the part of the Seller, but merely serve the purpose of submitting a binding offer by the Client.

2.2 The Client may submit the offer by the online order form integrated into the Seller's online shop. In doing so, after having placed the selected goods and/or services in the virtual basket and passed through the ordering process, and by clicking the button finalizing the order process, the Client submits a legally binding offer of contract with regard to the goods and/or services contained in the virtual basket. The Client may also present the offer to the Seller by means of telephone, fax, e-mail or postal service.

2.3 The Seller may accept the Client's offer within five days

- by transferring a written order confirmation or an order conformation in written form (fax or e-mail); insofar receipt of order confirmation by the Client is decisive, or
- by delivering ordered goods to the Client; insofar receipt of goods by the Client is decisive, or
- by requesting the Client to pay after he/she placed his/her order.

Provided that several of the aforementioned alternatives apply, the contract shall be concluded at the time when one of the aforementioned alternatives firstly occurs. Should the seller not accept the Client's offer within the aforementioned period of time, this shall be deemed as rejecting the offer with the effect that the Client is no longer bound by his statement of intent.

2.4 The period for acceptance of the offer shall start on the day after the Client has sent the offer and ends on expiry of the fifth day following the sending of the offer.

2.5 The contract's content will be stored by the Seller and will be sent to the Client in writing including these Terms and Conditions and Client Information (for example via e-mail, fax or letter) after the Client has submitted his order. The contract text may not be called up by the Client on the Seller's website following conclusion of the order process.

2.6 The Client can correct all the data entered via the usual keyboard and mouse function prior to submitting his binding order. In addition, prior to submitting the order, all data entered will be displayed in a confirmation window and can be corrected here as well, via the usual keyboard and mouse function.

2.7 Order processing and contacting usually takes place via e-mail and automated order processing. It is the Client's responsibility to ensure that the e-mail address he provides for the order processing is accurate so that e-mails sent by the Seller can be received at this address. Particularly, it is the Client's responsibility, if SPAM filters are used, to ensure that all e-mails sent by the Seller or by third



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parties commissioned by the Seller with the order processing can be delivered.

3) Execution of Orders

All orders are carried out by buttonorder.com based on the artwork delivered or transmitted by the Customer unless something else has expressly been stipulated in writing. This artwork has to be provided in the default format specified in our data sheet which can be looked at on our web page <https://buttonorder.com> at any time. We cannot guarantee faultless performance if other file formats are used unless the format has been approved by buttonorder.com explicitly and in writing. The Buyer is fully liable for the completeness and correctness of this data. This shall also apply in the event of data transmission or data medium errors for which we are not responsible. In case the data is not provided as agreed on time and printable according to the specifications of the Contractor, delays may arise. As a free service we offer to check the artwork forwarded to us for printability (bleed, dpi, color mode, format, etc.). This shall not apply for the contents of the artwork. The data back up is within the sole responsibility of the Buyer. Buttonorder.com is entitled to make copies.

4) Deviation from Product Description

The Seller endeavors to ensure a correct description of products and services in his online shop. However, products or services in his online shop might be mispriced or described inaccurately. He does not guarantee and is not liable for the accuracy or completeness of any specifications including prices and product images.

5) Return policy

The Seller offers 14 days return policy from the day the Client received the item. Refunds will only be made after the Client has returned the item to the Seller's address within 36 days of receiving the merchandise. The Client pays the return shipping costs to the Seller's address.

If the item has been opened, a 15% restocking fee will be applied for a refund .

The Seller does not accept returns for the following items :

- Goods, for which the price is dependent on fluctuations in the financial market which cannot be controlled by the Seller;
- Goods that are made to the Client's specifications or are clearly personalized;
- Goods, which are liable to deteriorate or expire rapidly;
- Newspapers, periodicals or magazines
- Sealed goods which are not suitable for return due to health protection or hygiene reasons, if they become unsealed after delivery;
- Sealed audio or sealed video recordings or sealed computer software, if the goods become



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unsealed after delivery.

Furthermore, a refund will not be accepted, if

- the item has been used
- parts of the item are missing, including original packaging, documentation, warranty cards, manuals and accessories
- the returned item is damaged

6) Price and Delivery Costs

6.1 Prices are indicated in US dollars on the Seller's website excluding taxes and shipping costs. Taxes and shipping costs have to be borne by the Client. Shipping costs are specified separately in the respective product description. Despite the Seller's best efforts, it may happen that some of the items listed on the Seller's site are incorrectly priced. If the price of an item is less than the Seller's stated price, the Client will be charged with the lower amount. If the price of an item is higher than the price than the price stated on the Seller's site, the Seller will either contact the Client for instructions before shipping the item or reject the Client's order and notify the Client of such rejection.

6.2 For deliveries to the United States, additional costs may arise such as transfer fees charged by the bank and taxes and/or customs duties. Those costs have to be borne by the Client .

6.3 Payment can be made using one of the methods mentioned in the Seller's online shop .

6.4 If prepayment has been agreed upon, payment shall be due immediately upon conclusion of the contract.

6.5 When choosing the payment method "PayPal" , the handling of payments is done via the payment service provider PayPal 2211 North First Street

San Jose, California 95131, subject to the conditions of use which can viewed at

<https://www.paypal.com/us/webapps/mpp/ua/useragreement-full>. This would require, among other things that the Client has opened a PayPal account or he already has such an account.

7) Shipment and delivery conditions

7.1 Delivery of goods shall be made by carrier to the delivery address indicated by the Client, unless otherwise agreed upon. During the processing of the transaction, the delivery address indicated in the Seller's order processing is decisive. However, in case the Client selects the payment method PayPal, the delivery address deposited with PayPal at the date of payment shall be decisive.

7.2 Any stated delivery dates are approximate but the seller will be liable for any losses, damages, or expenses for failure to meet any delivery date by UPS Express Saver service. The shipment is insured



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against loss or damage.

7.3 In the case of unavailability of an item, for example in the event of improper or incorrect self-supply, the Seller will inform the Client by e-mail as soon as possible. In such a case, the Seller will propose to the Client either to order another item shown on the Seller's site in substitution or to cancel his order. If the Client chooses to cancel his order, he will be refunded, if his bank account has been debited. The Seller shall not be liable in case of unavailability of items.

7.4 The date of delivery shall be met as soon as the commissioned forwarding agent has attempted and undertaken delivery. Should delivery to the Client not be possible, the assigned transport company try a second delivery and after that the freight forwarder returns the goods to the Seller and the Client bears the cost for the unsuccessful dispatch.

7.5 The delivery periods stated online as well as in our offers or in the order confirmation shall in general be considered as non-committal (unless they have explicitly been fixed in written form) and shall correspond with the respective stage of planning and the selected option for the time of delivery. In case of non-compliance, an appropriate period of grace shall be granted to <https://buttonorder.com>. After effectless expiration of this period, the buyer may revoke the contract. Up to that point in time, goods and services ordered and accepted by the Customer can be invoiced. Operational disturbances at buttonorder.com or at one of its service partners as well as failures due to cases of force majeure shall not entitle the Buyer to cancel the contract.

8) Warranty

The Seller disclaims any implied warranty of merchantability or of fitness for a particular purpose in connection with the Client's purchase of units of any item under this contract.

The Seller will not be liable for any indirect, special, consequential, or punitive damages, including lost profits arising out of or relating to this contract or the transactions it contemplates (whether for breach of contract, tort, negligence, or otherwise) and irrespective of whether the Seller has been advised of the possibility of any such damage. In no event will the Seller's liability exceed the price the Buyer paid to the Seller for the specific Goods provided by the Seller giving rise to the claim or cause of action.

Some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to the Client but only to the extent such exclusions are not allowed. In such case, such exclusion shall be limited to the extent required by applicable law.

At any rate, the Customer shall be responsible for reviewing the data delivered and the data provided to see whether contract specifications are met. Complaints due to apparent defects shall be made by the Customer in writing and within a three-day-period starting with receipt of the goods; otherwise,



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the assertion of warranty claims shall be impossible for the Buyer. To meet the deadline timely mailing shall suffice. In case of justified complaints, the Customer may demand as supplementary performance, at his option, the removal of the defect or replacement delivery. We may refuse the form of supplementary performance chosen by the Buyer if such performance is possible only with unreasonable expense and if the defect could be remedied by the other form of supplementary performance without material detriment to the Buyer. If entrepreneurs are involved, we shall chose to warrant for material defects in the first instance by removing the defect or by effecting replacement delivery. In any case, supplementary performance shall be limited to the value of the order. The same shall apply to cases of justified complaints regarding the removal of the defect or the replacement delivery. In case of omission or failure of removal of the defect or replacement delivery, the Customer may however withdraw from the contract. Warranty for consequential damages caused by material defects shall be excluded. The delivery of goods that are defective in part, shall not entitle the Buyer to make a complaint regarding the entire delivery unless partial delivery is verifiably of no interest to the Customer. The Contractor's liability for deviations concerning the quality of the material used shall be limited to the value of his own claims against the respective sub-suppliers. In such a case, the Contractor shall be relieved of his liability, if he assigns his claims against the sub-suppliers to the Customer. The Contractor shall assume the liability of a guarantor as far as claims against the sub-supplier do not exist through fault of the Contractor or if such claims are not enforceable. If the data provided by the Customer does not meet the specifications of <https://buttonorder.com>, we reserve us the right to modify the data in such a way it will become printable. This is no reason for complaint. A deviation in the distance between the border of the motive and the frame of the button of 8% of the button diameter or color deviations of the print result of up to 10% shall not be a reason for complaint either.

9) Limitation of Liability Regarding the Use of the Seller's Online Shop

9.1 The use of the Seller's online shop is at the Client's or user's risk. The Seller's online shop is provided on an "AS IS" and "AS AVAILABLE" basis. Consequently, the Seller gives no warranties of any kind whether express or implied, statutory or otherwise (including the implied warranties of merchantability, fitness for a particular purpose). Such warranties include, but are not limited to, any representations that material on his website is complete, accurate, reliable, timely, and non-infringing on third parties; that access to his website is uninterrupted or error-free; that his website is secure.

9.2 The Seller shall have no liability or responsibility whatsoever for any losses suffered caused by viruses that may infect the Client's or the user's computer equipment or other property as a result of his use of, access to, or the downloading of any material from the Seller's website. Downloading



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material from this website is done at the Client's or the user's risk.

9.3 The links possibly provided on the Seller's online shop might take the Seller outside the Seller's website. The Seller accepts no liability for the content, accuracy, or function of these other websites. The Seller accepts no liability deriving from a breach or omission in the privacy policies of third parties. The links are provided in good faith and the Seller cannot be held responsible for any subsequent change in other websites to which it provides a link. The inclusion of any links to other websites does not imply endorsement by the Seller

9.4 Some jurisdictions may not allow the exclusion of implied warranties. So, some of the above exclusions may not apply to the Client or the user of the Seller's website but only to the extent such exclusions are not allowed. In this case, such exclusion shall be limited to the extent required by applicable law.

10) Limitation of action

No action arising out of or relating to this contract or the transactions it contemplates may be commenced against the Seller more than 12 months after the basis for such claim could reasonably have been discovered.

11) Advertising

Buttonorder.com reserves the right to keep sample copies of the order and to forward these as a quality sample to third parties. In addition, we reserve us permission to use the graphic for reference purposes, for instance, on our web page.

12) Idemnification

The Client indemnifies and holds the Seller harmless from and against any damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees, disbursements and court costs) incurred by the Seller arising from or in connection with (i) the Client's use of the Seller's Site or any content, information or services contained, displayed or available therein; (ii) the Client's violation of these Terms and Conditions; or (iii) the Client's violation of any rights of any third party.

13) Data Protection

Your data that we store is treated confidentially and will merely be stored and maintained to the extent necessary for carrying out your order. Your data will NOT be disclosed to other companies for advertising or marketing research purposes.



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14) Force Majeure

The Seller may, without liability, delay performance or cancel this Contract on account of force majeure events or other circumstances beyond its control, including, but not limited to, strikes, political unrest, embargo.

15) Governing Law

The laws of the Federal State of the U.S. in which the Client has his permanent residence govern all legal relationships between the parties excluding the UN-Convention for the international sale of movable goods.

16) Designation of forum

A party bringing a legal action or proceeding against the other party arising out of or relating to this contract or the transactions it contemplates must bring the legal action or proceedings in the court of the State where the Seller has his place of business. Each party to this contract consents to the exclusive jurisdiction of the courts of the State where the Seller has his place of business for the purpose of all legal actions and proceedings arising out of or relating to this agreement or the transactions it contemplates.