

General Terms and Conditions

1. Prevalence of the conditions

(1) Taktile Drucke Augsburg performs its services exclusively based on these general terms and conditions. They also apply to any future business relations as well, although there might be no explicit agreement upon.

(2) During placing of order these trading conditions apply as recognised by the client. Our terms of delivery and payment apply with no excluding, which the client agrees to also.

(3) Deviations from these trading conditions must be agreed upon in writing. Hereby Taktile Drucke Augsburg contradicts to general trading conditions of the client.

(4) To all supplies abroad German right applies.

2. Payment and delay of payment

(1) The payment of the agreed upon remuneration has to take place within 20 days after receipt of the invoice to the account specified on the calculation.

(2) On delay of payment, subject to the asserting of further claims, a value of 3% above the respective rate of discount of the European central bank plus the legal VAT from the time concerned at interests has to be payed.

(3) Taktile Drucke Augsburg reserves itself to reset the further execution of current or further orders for the client up to the reconciliation of all demands in case of late payment

3. Consignment, drafts

(1) The dispatch of documents is made with required care. Taktile Drucke Augsburg is responsible however only for damage, which is caused within the own area of responsibility by rough negligence or resolution.

(2) All documents, data media or drafts necessary for the job execution have to be made available to Taktile Drucke Augsburg in appropriate time. For delays, which are not justified in it that the client did not submit necessary documents or did not submit these documents within the prescribed period, Taktile Drucke Augsburg will not assume any liability.

(3) Concerning all submitted documents, data media or drafts Taktile Drucke Augsburg assumes the client is the holder of all rights which are affected thereby. The client is responsible for any demands which are caused by missing rights.

4. Complaints, Guarantee

(1) Objections have to be submitted to Taktile Drucke Augsburg within ten working-days after receipt of the service of work by the client in writing. Afterwards the service of work is considered as accepted .

(2) Regarding accomplished text processings Taktile Drucke Augsburg does not take on any liability concerning accuracy of the content either in the scientific sense or legal requirements. Standards and rules are only accepted if there is a special agreement.

(3) Taktile Drucke Augsburg does not claim warranty for accuracy, except there are errors which were caused by rough negligence or purpose. Liability for consequential harm caused by an error is excluded.

(4) The upper limit of liability corresponds to the invoice amount.

5. Copyright, Right grant

(1) The regulations of copyright apart from the met agreements apply to each use of the achievements of Taktile Drucke Augsburg.

(2) If nothing deviating is agreed upon in writing, the granted rights only apply to the agreed upon purpose, language area and extent for unique use. Each renewed use is only permitted after reconditioning, the written agreement of Taktile Drucke Augsburg.

(3) Exclusive rights and blocking periods must be agreed upon in writing and separately.

(4) The transfer of materials or assign of rights to a third party by the client is not permitted without the agreement of Taktile Drucke Augsburg.

(5) The material may neither be disfigured in the sense of the §14 UrhG nor impaired in any other way, which is suitable, to endanger mental or personal interests of the author or the authors. This applies in particular by the treatment of the material with the help of electronic aids.

(6) An author note in the sense of the §13 UrhG is required in a way, which does not leave a doubt about the identity of the author and the allocation to the individual text, article or notesheet.

6. Data confidentiality

(1) Information in conjunction with documents, personal data and other circumstances, which is transferred to Taktile Drucke Augsburg by placing of orders will be maintained silent. Any documents will only be accessible by employees or coworkers of Taktile Drucke Augsburg.

(2) All documents, data media or drafts allocated by the client are kept in such a way that they are secured against inspection through third. Liability for unauthorized inspection through third is assumed only in the case that it was caused by rough negligence or purpose.

(3) Taktile Drucke Augsburg commits itself to responsible handling personal data of clients and business partners and to make all justifiable arrangements to protect the data against acces of a third party.

7. Place of fulfilment, jurisdiction, validity of transaction

(1) Place of fulfilment and place of jurisdiction for all claims and suits concerning the contractual relationship is Augsburg for both parties.

(2) If a determination of this agreement should be ineffective or become, then this does not affect the effectiveness of the legal regulations. Rather in place of the ineffective regulation an appropriate or at least close coming alternative regulation, which the parties would have agreed upon for the reaching of the same

economic results, applies for the purpose of the agreement, if they had known about the inefficacy of the regulation. Same applies accordingly to the incompleteness of the regulations.

(3) It applies excluding the rights of the Federal Republic of Germany

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