

**Terms of Service**

OvernightPrints

Weißeritzstraße 3, 01067 Dresden

Phone: [service@overnightprints.eu](mailto:service@overnightprints.eu)

Fax: +49 34297 987002

Email: [service@overnightprints.eu](mailto:service@overnightprints.eu)

Commercial register: Court Dresden, HRB 25129

VAT number: DE 254315866

(Updated: November 2019)

**1. Sphere of validity**

1.1 These General Terms of Business (GTB) shall apply between OvernightPrints (Limited) (hereinafter referred to as "OvernightPrints") and the customer ("Customer") with regard to the supply of products ("Products") by OvernightPrints to the Customer. To the extent permitted by law, OvernightPrints does not accept any other terms and conditions, except to the extent that OvernightPrints gives its express written acceptance. These GTB shall also apply if OvernightPrints delivers in knowledge of or with agreement to any other terms and conditions of the Customer.

1.2 According to these GTB, a consumer shall be a natural person who orders a Product for a purpose that is neither for his trading nor his professional activity.

1.3 According to these GTB, a business shall be any natural or juridical person other than a consumer.

1.4 In regard to certain of the following provisions, a distinction is made, depending on whether the Customer is a consumer within the meaning of Article 13 BGB [Bürgerliches Gesetzbuch - German Civil Code] or a businessman within the meaning of Article 14 BGB. Where the provisions differ between consumers and businessmen, a distinction is made in the text between consumers (Article 13 BGB) and businessmen (Article 14 BGB). Where the text refers to "Customer", the provision applies both for consumers and for businessmen.

**2. Orders, Conclusion of Contract:**

2.1 The placing of an order by the Customer shall be a conditional offer towards finalizing a contract for the purchase of Products from OvernightPrints. The Customer must place the order through the process set out on the website at [www.overnightprints.de](http://www.overnightprints.de) / [www.overnightprints.at](http://www.overnightprints.at).

2.2 OvernightPrints may accept the Customer's offer through a binding confirmation of order to the Customer via email. At that point, the contract shall be concluded between the Customer and OvernightPrints for OvernightPrints's supply of the Products. Any email that merely acknowledges receipt of the order shall not constitute a legally binding confirmation.

2.3 The full details of OvernightPrints as the supplier and contracting party to the Customer are:

OvernightPrints  
Business Manager: Brett Heap, Denise Heap  
Weißeritzstraße 3  
01067 Dresden  
Phone: service@overnightprints.eu  
Fax: +49 34297 987002  
Email: service@overnightprints.eu

2.4 The wording will be saved. The Customer can view the General Terms of Business (GTB) at any time on [www.OvernightPrints.de](http://www.OvernightPrints.de) / [www.OvernightPrints.at](http://www.OvernightPrints.at) and save them to their hard drive. The individual data of their order (wording) as well as the General Terms of Business will be sent to the Customer by email.

### **3. Process of Ordering, Delivery and Delivery Period**

3.1 The order shall be handled by OvernightPrints after receiving the payment sent by the Customer and the printed material shall be dispatched to the Customer as soon as possible (according to the selected shipping option). The calculation of the delivery timeframe shall begin only after OvernightPrints has received the payment in its account in cleared funds and if necessary not before the receipt of the correct printing data. Further information on this point are provided in our FAQs:

"What is our turnaround and delivery time?"

3.2 The Customer shall provide a delivery address on which the delivery is guaranteed on working days during day time. If delivery is delayed or re-routed due to the Customer not being there to take delivery, the cost of any necessary repeated delivery and storage shall be borne by the Customer.

3.3 In case of any event beyond OvernightPrints's control, including, but not limited to, force majeure/acts of God and other unpredictable and inevitable damaging incidents for which OvernightPrints was not responsible (especially disruption of operations, power outages, labour dispute, unrest, difficulties in the procurement of materials or energy, delays in transit, lawful lockouts; lack of workers, energy or material; difficulties in obtaining necessary governmental permits, governmental measures; failure to deliver, incorrect or late delivery by a supplier) the delivery period shall be extended according to the duration of the event plus an appropriate arrangement time period, providing these circumstances significantly influence the time of dispatch from OvernightPrints. No damage claim shall arise from this extension of the delivery period. This shall also apply if such circumstances affect OvernightPrints's suppliers.

3.4 If the event described in 3.3 lasts for more than one month after the expiry of estimated timeframe, then either OvernightPrints or the Customer may terminate/cancel the contract. The

cancellation is to be declared without delay and in written form towards the other party. This cancellation shall only apply to that part of the contract which is still not fulfilled, unless any dispatched partial delivery is not usable for the Customer. In that case, the cancellation shall also apply to any partial delivery already dispatched.

3.5 The shown and agreed delivery periods shall only be deemed estimates unless expressly agreed in writing to the contrary.

3.6 Delivery quantities can differ up to +/- 5 % for easy work and up to +/- 10 % for difficult 4 colour Customer orders. This shall also include waste sheets or make ready sheets which will not be sorted out of the run. The Customer shall therefore allow up to 10% extra for the order if exact numbers are required.

#### **4. Terms of Shipment and Terms of Payment**

4.1 The costs of shipment are set out on the website [www.overnightprints.de](http://www.overnightprints.de) through the Shipment Calculator which shall apply at the time the order is submitted. In case of dispatching to any country outside of the Federal Republic of Germany, further delivery costs may be imposed, together with any applicable taxes or custom duties, which shall be borne by the Customer. These shall all be set out on the [www.overnightprints.de](http://www.overnightprints.de) / [www.overnightprints.at](http://www.overnightprints.at) website before placement of the order.

4.2 OvernightPrints shall only dispatch once it has received payment in full including all associated shipping costs, taxes and duties set out on the website. The payment can only be made in the ways indicated as payment methods on the website.

4.3 Notwithstanding that the order has not yet become binding, the purchase price including the cost of shipment, taxes and duties shall be immediately due with the order.

4.4 In case of late payment, OvernightPrints shall have the right to claim default interest from the Customer in accordance with the legal regulations, and OvernightPrints may suspend delivery and cancel the order. The enforcement of further rights and claims due to this delay shall remain reserved.

#### **5. Transfer of Risk**

5.1 If the Customer is a consumer, the risk of accidental loss and accidental worsening of the Product shall be transferred to the Customer at the time of delivery of the Product to the consumer.

5.2 In case of orders from businesses, the risk of accidental loss and accidental worsening of the Product shall be transferred to the Customer as soon as the Product is dispatched from OvernightPrints's premises. The regulations of (German Civil Code) Article 447 BGB (dispatching purchase) regarding orders from companies shall also apply if the dispatching is made using OvernightPrints's own means of transport or if OvernightPrints takes over the costs of cargo charges or when the delivery starts from another place than the OvernightPrints location.

5.3 The Customer shall be bound to accept partial delivery as long as it is reasonable.

5.4 The Products shall be packed as is usual in the trade, unless a special kind of packing is agreed

upon in writing.

## **6. Retention of title**

6.1 The delivered Product shall remain the property of OvernightPrints (hereinafter referred to as 'Reserved Commodity') until the full payment of purchase price including the costs of dispatching and any associated charges. If the Customer is a business, OvernightPrints shall reserve the right of ownership on the delivered articles until the receipt of whole payment from all contracts with the Customer.

6.2 In case of breach of important contract obligations by the Customer especially regarding delay in payments, OvernightPrints shall have the right to take the Reserved Commodity back and for that purpose, if applicable, to enter the premises of the Customer if the conditions of a cancellation of contract apply. The contract may be cancelled by OvernightPrints taking the Reserved Commodity back.

6.3 The Customer shall have the right of resale and for the utilisation of the Reserved Commodity only according to usual course of business under proper rules. The Customer shall not be entitled to other usage of the Reserved Commodity. If the Reserved Commodity is alienated by the Customer, then the Customer shall already cede the claims resulting from resale in the form of the price value of the Reserved Commodity (OvernightPrints's invoice amount including general sales tax) with all additional rights and status before all others to OvernightPrints. OvernightPrints accepts the cession. For OvernightPrints, the claims ceded from the Customer shall also refer to the recognised account balance, as well as to the then existing 'causal' balance in case of insolvency of third party. The Customer shall have the revocable right of collecting the debt. OvernightPrints's authority to collect on claims itself shall not be affected by this. If OvernightPrints decides to collect the debts for itself, especially in the cases of clause 6.2, then OvernightPrints shall be entitled to demand that the Customer notifies OvernightPrints about the ceded claims and their debtor, makes all necessary declaration about withdrawal, hands over the related documents and informs the debtor about the cession.

6.4 If the value of existing securities exceeds the claims to be secured by more than 20 %, OvernightPrints shall be bound to release the security according to its own choice if the Customer demands it.

## **7. Print Data of Customer, Obligations and Liability of Customer**

7.1 OvernightPrints shall perform the print assignments automatically according to any data supplied by the Customer. The printing shall proceed in the way as it has been sent from the Customer, but without the reference lines for safe zone and cutting. The Customer shall take the responsibility that all data uploaded by him is properly formatted. OvernightPrints reserves the right to examine the data, but without making itself bound to do that. OvernightPrints may examine the presentation of the data by the Customer, but shall not be responsible for reviewing spelling, grammar or other writing, drawing or mapping mistakes in anything sent by the Customer.

7.2 The Customer shall be responsible for his submission of data and its contents and for ensuring that he has all user rights and the rights of publication and disclosure of data which are sent to OvernightPrints for the purposes intended. The Customer alone shall take the responsibility for

that, and for ensuring that no rights of any third party have been violated by means of transferring and processing the data as well no other breach against any applicable law (including, without limitation, criminal law, competition rights, defamation, privacy and copyright) is taking place during the production and application of printing data and in the supply of the final Products. As far as the orders of or data supplied by the Customer violate or could violate the law or any third party rights or any moral rights, OvernightPrints shall have the right to refuse the processing without liability. However, OvernightPrints shall not be obliged to examine the contents of data or orders submitted by Customers. The Customer shall hold harmless, indemnify and keep indemnified OvernightPrints and OvernightPrints's employees, officers, agents, representatives and contractors against any and all losses, liabilities, claims, proceedings, judgments, damages, demands, actions, costs, charges, expenses, penalties and fines suffered by or incurred by OvernightPrints or OvernightPrints's employees, officers, agents, representatives and contractors resulting from any such orders and their contents or data supplied by the Customer or anything associated with that. In that case, the costs incurred by OvernightPrints for a necessary legal defence shall also be borne by the Customer.

7.3 The Customer shall ensure that the files submitted do not contain dangers like viruses or worms. Should OvernightPrints or their employees, officers, agents, representatives and contractors suffer damage caused by the use of the files submitted by the Customer, the Customer is liable to reimburse for the damages and additional costs resulting from the damage as well as further damages (consequential damages) and expenditures, provided that the damage was not beyond the Customer's control.

7.4 OvernightPrints may carry out the file check for incoming Customer data (uploaded files and created files from the online catalogue) at its absolute discretion. There shall be no obligation for OvernightPrints to warn the Customer or to check the file for any Customer data which is uploaded or supplied by the Customer or a third party commissioned by the Customer. In particular, OvernightPrints shall not be obliged to verify uploaded or supplied files regarding text, content and pictures stored in a file. There shall also be no liability on OvernightPrints for mistakes in and with such data provided by the Customer directly or indirectly. Furthermore, there shall be no liability for OvernightPrints for mistakes in the final Product if these caused by defective data uploaded or delivered by the Customer.

7.5 The Customer acknowledges that there can be colour variations in the final Product contingent due to the different manufacturing processes.

7.6 The duty for storing the data and the files shall be the responsibility of the Customer. OvernightPrints may either erase or optionally hold a copy of the Customer data and files for later use by the Customer.

7.7 The Customer shall not have any right to apply mechanisms, software or other scripts in connection with using the website [www.overnightprints.de](http://www.overnightprints.de) / [www.overnightprints.at](http://www.overnightprints.at) which may disturb the function of this website or can disturb the function of this website.

7.8 The Customer shall not take any measure or introduce any process which may have the consequence of placing an unduly heavy burden on the infrastructure of the website [www.overnightprints.de](http://www.overnightprints.de) / [www.overnightprints.at](http://www.overnightprints.at) nor interfere with anyone else's use of the website.

**8. Warranty**

8.1 Where the goods delivered contain a material defect, the Customer may firstly request OvernightPrints to eliminate the defect or deliver goods free from defects. However, if the Customer is a businessman, OvernightPrints may choose between the elimination of the defect or delivery of goods free of defects, whereby this choice may only be exercised by notification to the businessman in text form (including by fax or e-mail) within three working days following receipt of the notification of the defect.

OvernightPrints may refuse the type of subsequent performance chosen by the Customer if this is only possible at disproportionate cost.

8.2 Should the subsequent performance in accordance with Clause 8.1 be unsuccessful or be unconscionable for the Customer, or should OvernightPrints refuse subsequent performance, the Customer shall be entitled to rescind the contract of purchase, to reduce the purchase price or demand damages or reimbursement of the expenses he has incurred in vain. In regard to claims of the Customer for damages, the special provisions of Clause 9 of these General Terms of Business apply in addition.

8.3 Except as expressly agreed to the contrary, OvernightPrints gives no warranty that the Customer will be able to print over or otherwise inscribe the goods delivered. In the case of colour reproductions, slight variations from the original may occur in all printing processes which shall not constitute grounds for complaint. A guarantee for the fastness of colours, bronzes, varnishes, impregnations, laminations and rubber coatings is only given to the same extent as the suppliers to OvernightPrints give to OvernightPrints itself. The warranty is excluded where the defects in the goods result from improper assembly, commissioning, insufficient maintenance or failure to observe operating instructions.

8.4 The warranty period amounts to two years as from delivery where the Customer is a consumer; otherwise, the warranty period amounts to one year as from delivery.

8.5 The following provisions apply only for businessmen: the Customer shall carry out a careful inspection of the goods without delay following delivery. The goods delivered shall be deemed to have been accepted by the Customer if the defect has not been notified to OvernightPrints (i) in the case of visible defects within five working days following delivery or (ii) otherwise within five working days following discovery of the defect.

**9. Liability**

9.1 Where OvernightPrints has to accept liability for any damage caused through ordinary negligence pursuant to statutory provisions, the liability of OvernightPrints shall be limited as follows: liability only exists in the case of a breach of fundamental contractual duties such as, for instance, precisely those duties which the contract of purchase seeks to impose, having regard to its contents and purpose, or fulfilment of which makes the proper performance of the contract of purchase possible in the first place and on compliance with which the Customer generally relies and is entitled to rely.

9.2 OvernightPrints shall not be liable (irrespective on which legal ground) for any damage which is not typically to be anticipated under normal usage of the goods. The liability of OvernightPrints for damages is limited to the foreseeable damage typical for the type of the contract as at the point

of time of its conclusion.

9.3 OvernightPrints shall not be liable for any loss of profit, indirect damage or consequential damage except in cases of deliberate intent or/and gross negligence.

9.4 The limitations specified in this Clause 9 shall not apply for the liability of OvernightPrints for warranted properties within the meaning of Article 444 BGB, for liability on account of injury to life, limb or health or under the Produkthaftungsgesetz [Product Liability Act].

9.5 The personal liability of the statutory representatives, vicarious agents and employees of OvernightPrints for any damage caused by them through ordinary negligence is excluded.

9.6 The foregoing limitations on liability shall not apply in the case of deliberate intent or gross negligence.

9.7 The Customer shall be obliged to notify OvernightPrints without delay of any damage within the meaning of the foregoing provisions governing liability.

## **10. Right of Withdrawal**

The following right of withdrawal shall apply to contracts with consumers in terms of Article 13 of the BGB (German Civil Code).

### **10.1 Notice of right of cancellation in the case of delivery of goods which were not custom-made and are delivered in one consignment**

#### **Right of cancellation**

**You have the right to cancel this contract within fourteen days without specifying reasons.**

**The cancellation period amounts to fourteen days as from the date on which you or any third party named by you, who is not the carrier, took possession of the goods.**

**In order to exercise your right of cancellation, you must inform us**

**OvernightPrints  
Business Manager: Brett Heap, Denise Heap  
Weißeritzstraße 3  
01067 Dresden  
Fax: +49 34297 987002  
Email: [service@overnightprints.eu](mailto:service@overnightprints.eu)**

**by means of an unambiguous declaration (e.g. a letter sent by post, fax or e-mail) of your decision to cancel this contract. For this purpose, you may use the attached specimen cancellation form, which, however, is not compulsory.**

**In order to comply with the cancellation period, it is sufficient for you to send off the notification of your exercise of the right of cancellation prior to the expiration of the cancellation period.**

#### **Consequences of cancellation**

**If you cancel this contract, we have to refund you for all payments which we have received from you, including the delivery costs (with the exception of any additional costs which arose through your having selected a different mode of delivery than the cheapest standard delivery offered by us). The refund will be made promptly and at the latest within fourteen days as from the date on which we receive the notification of your cancellation of this contract. For this refund, we use the same means of payment as you used in the original transaction unless otherwise expressly agreed with you; in no case will you be charged any fee in connection with this refund. We may refuse to make the refund until we have received the goods back once more or until you have produced proof that you have returned the goods, whichever is the earlier point in time.**

**You have to return or deliver the goods to us, OvernightPrints, Weißeritzstraße 3, 01067**

Dresden or to PLS GmbH, Südring 14, 04416 Markkleeberg - Germany, without delay and in any event no later than within fourteen days as from the date on which you notify us of the cancellation of this contract. You comply with this time period provided you send the goods back before the expiration of the fourteen day period. You have to bear the direct costs of returning the goods. You must only pay for any loss in value of the goods where this loss in value is a result of any handling of the goods which was not necessary for the purpose of inspecting their quality, features and functionality.

#### **End of the notice of right of cancellation**

**10.2 Notice of right of cancellation in the case of delivery of several articles which were not custom-made and are delivered in more than one consignment**

#### **Right of cancellation**

**You have the right to cancel this contract within fourteen days without specifying reasons.**

**The cancellation period amounts to fourteen days as from the date on which you or any third party named by you, who is not the carrier, took possession of the last article.**

**In order to exercise your right of cancellation, you must inform us**

**OvernightPrints  
Business Manager: Brett Heap, Denise Heap  
Weißeritzstraße 3  
01067 Dresden  
Phone: [service@overnightprints.eu](mailto:service@overnightprints.eu)  
Fax: +49 34297 987002  
Email: [service@overnightprints.eu](mailto:service@overnightprints.eu)**

**by means of an unambiguous declaration (e.g. a letter sent by post, fax or e-mail) of your decision to cancel this contract. For this purpose, you may use the attached specimen cancellation form, which, however, is not compulsory.**

**In order to comply with the cancellation period, it is sufficient for you to send off the notification of your exercise of the right of cancellation prior to the expiration of the cancellation period.**

#### **Consequences of cancellation**

**If you cancel this contract, we have to refund you for all payments which we have received from you, including the delivery costs (with the exception of any additional costs which arose through your having selected a different mode of delivery than the cheapest standard delivery offered by us). The refund will be made promptly and at the latest within fourteen days as from the date on which we receive the notification of your cancellation of this contract. For this refund, we use the same means of payment as you used in the original transaction unless otherwise expressly agreed with you; in no case will you be charged any fee in connection with this refund. We may refuse to make the refund until we have received the goods back once more or until you have produced proof that you have returned the**

goods, whichever is the earlier point in time.

You have to return or deliver the goods to us, OvernightPrints, Weißeritzstraße 3, 01067 Dresden or to PLS GmbH, Südring 14, 04416 Markkleeberg - Germany, without delay and in any event no later than within fourteen days as from the date on which you notify us of the cancellation of this contract. You comply with this time period provided you send the goods back before the expiration of the fourteen day period. You have to bear the direct costs of returning the goods. You must only pay for any loss in value of the goods where this loss in value is a result of any handling of the goods which was not necessary for the purpose of inspecting their quality, features and functionality.

**End of the notice of right of cancellation**

**10.3 Notice of right of cancellation in the case of delivery of goods which were not custom-made and are delivered in several part consignments or pieces**

**Right of cancellation**

You have the right to cancel this contract within fourteen days without specifying reasons.

The cancellation period amounts to fourteen days as from the date on which you or any third party named by you, who is not the carrier, took possession of the last part consignment or the last piece.

In order to exercise your right of cancellation, you must inform us

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Phone: [service@overnightprints.eu](mailto:service@overnightprints.eu)  
Fax: +49 34297 987002  
Email: [service@overnightprints.eu](mailto:service@overnightprints.eu)**

by means of an unambiguous declaration (e.g. a letter sent by post, fax or e-mail) of your decision to cancel this contract. For this purpose, you may use the attached specimen cancellation form, which, however, is not compulsory.

In order to comply with the cancellation period, it is sufficient for you to send off the notification of your exercise of the right of cancellation prior to the expiration of the cancellation period.

**Consequences of cancellation**

If you cancel this contract, we have to refund you for all payments which we have received from you, including the delivery costs (with the exception of any additional costs which arose through your having selected a different mode of delivery than the cheapest standard delivery offered by us). The refund will be made promptly and at the latest within fourteen days as from the date on which we receive the notification of your cancellation of this

contract. For this refund, we use the same means of payment as you used in the original transaction unless otherwise expressly agreed with you; in no case will you be charged any fee in connection with this refund. We may refuse to make the refund until we have received the goods back once more or until you have produced proof that you have returned the goods, whichever is the earlier point in time.

You have to return or deliver the goods to us, OvernightPrints, Weißeritzstraße 3, 01067 Dresden or to PLS GmbH, Südring 14, 04416 Markkleeberg - Germany, without delay and in any event no later than within fourteen days as from the date on which you notify us of the cancellation of this contract. You comply with this time period provided you send the goods back before the expiration of the fourteen day period. You have to bear the direct costs of returning the goods. You must only pay for any loss in value of the goods where this loss in value is a result of any handling of the goods which was not necessary for the purpose of inspecting their quality, features and functionality.

End of the notice of right of cancellation

#### **10.4 Notice of right of cancellation in the case of the provision of services**

##### **Right of cancellation**

You have the right to cancel this contract within fourteen days without specifying reasons.

The cancellation period amounts to fourteen days as from the date of conclusion of the contract.

In order to exercise your right of cancellation, you must inform us

**OvernightPrints**  
**Business Manager: Brett Heap, Denise Heap**  
**Weißeritzstraße 3**  
**01067 Dresden**  
**Phone: [service@overnightprints.eu](mailto:service@overnightprints.eu)**  
**Fax: +49 34297 987002**  
**Email: [service@overnightprints.eu](mailto:service@overnightprints.eu)**

by means of an unambiguous declaration (e.g. a letter sent by post, fax or e-mail) of your decision to cancel this contract. For this purpose, you may use the attached specimen cancellation form, which, however, is not compulsory.

In order to comply with the cancellation period, it is sufficient for you to send off the notification of your exercise of the right of cancellation prior to the expiration of the cancellation period.

##### **Consequences of cancellation**

If you cancel this contract, we have to refund you for all payments which we have received from you, including the delivery costs (with the exception of any additional costs which arose through your having selected a different mode of delivery than the cheapest standard

delivery offered by us). The refund will be made promptly and at the latest within fourteen days as from the date on which we receive the notification of your cancellation of this contract. For this refund, we use the same means of payment as you used in the original transaction unless otherwise expressly agreed with you; in no case will you be charged any fee in connection with this refund.

If you have demanded that the services be commenced during the cancellation period, you have to pay us a reasonable sum in proportion to the share of services already provided up to the point in time when you notify us of the exercise of the right of cancellation of this contract compared with the overall scope of the services intended to be provided under the contract.

**Important note**

Your right of cancellation expires prematurely if, at your express wish, we begin with the performance of the contract prior to the expiration of the cancellation period.

**End of the notice of right of cancellation****10.5 Exclusion of the right of cancellation in the case of delivery of goods which were manufactured in accordance with customer specifications**

The statutory right of cancellation does not apply in the case of distance sales contracts for the delivery of goods where orders placed through the Internet site are produced by us, OvernightPrints, in accordance with customer specifications or are clearly tailored to the personal requirements of the consumer. No contractual right of cancellation is granted.

**Specimen Cancellation Form**

**If you want to cancel your contract, please return this form after completing it**

**To:**

**OvernightPrints**

**Weißeritzstraße 3**

**01067 Dresden**

**Fax: +49 34297 987002**

**Email: [service@overnightprints.eu](mailto:service@overnightprints.eu)**

**I/we hereby cancel the contract entered into by me/us on the purchase of the following article(s) / the provision of the following service:**

**Date of order / Date of receipt / Order number:**

**Name(s) of the consumer(s)**

**Address (es) of the consumer(s)**

**Signature(s) of the consumer(s)**

**Date**

**11. Data Check, Data Protection**

11.1 The Customer consents to OvernightPrints collecting, processing and using their personal data.. Collection, processing and usage of personal data is handled in compliance with the current legal regulations, notably the German Federal Data Protection Act (Bundesdatenschutzgesetz â€“ BDSG) and the Telecommunications Act.

The personal data of the Customer are collected, processed and used primarily for the purpose of processing and order and fulfilling the contract. They are not passed on to any third parties unless this is necessary for fulfilling the contract (e.g. passing data to the shipper or distributor for the purpose of delivery.

11.2 When placing an order OvernightPrints checks and evaluates the data provided by the Customer. OvernightPrints will exchange data with business information services (Creditreform) where there is a legitimate cause. The result of this evaluation will only influence the payment method, not the delivery.

11.3 The Customer shall have the right to withdraw the consent to the collection, processing or use of their personal data effective for the future. In the case of such withdrawal of consent, OvernightPrints shall be obliged to delete the data once they are no longer necessary for the fulfillment of the contract and the order.

11.4 Any use of OvernightPrints's website is subject to any other privacy policy on that website.

**12. Positioning- and Printing Errors, Corrections**

12.1 Possible small errors in typography or positioning will be reviewed by OvernightPrints voluntarily and corrected free of charge with the approval of the customer.

12.2 Changes to your order by e-mail, phone or fax will be done by OvernightPrints without responsibility for correctness. If changes are submitted by email, the customer is also responsible for contacting us by phone to ensure changes were received. We take no responsibility for making changes once your order has printed.

**13. Applicable Law, Designated Court**

13.1 The law of the Federal Republic of Germany is applied to the contractual relations between OvernightPrints and the business customer. The application of the UN Sales Convention is excluded.

13.2 If the Customer is a business or if he has generally no place of jurisdiction inside the country or if he shifts his residence to a foreign country after making an agreement or if his residence is not known at the time of commencing of court proceeding, the place of jurisdiction for all kinds of disputes between OvernightPrints and the Customer in relation to the contract shall be the place of jurisdiction of OvernightPrints (Dresden). However, OvernightPrints shall also have right to pursue court proceedings against the Customer at the Customer's local or general place of jurisdiction.

**14. Further information for consumers**

14.1 OvernightPrints shall not be bound by specific codes of conduct.

14.2 Possible mistakes made while creating your order can be seen and corrected with the "Edit"-buttons from the order summary in the shopping cart before completing the order.

14.3 Information about the essential characteristics of our Products can be drawn from the Product descriptions on our website.

14.4 The contractual languages are German or English.

14.5 Complaints, reclamations or other guarantee claims/warranty claims can be brought forward under the address given in our imprint.

14.6 You are informed about your possibilities for noticing and correcting errors during the course of the order process.

**15. Loyalty points programme (Printing Dots)**

As part of our Loyalty programme Customers can collect so called "Printing Dots" (henceforth called "dot"/"dots"). The programme is applicable once a total transaction value of 50 EUR was reached within the past 12 months from the receipt of payment of the latest order.

The dots are credited to the account once the order was handed over for delivery. Exceptions to this are Cash on Delivery orders and invoices for additional services, where the dots are only credited once we actually have received the payment.

For every Euro of the net value of an order one dot is collected. For purchases in GBP the Customer receives dots in the converted-to-Euro- value of their purchase. The cost for processing time and shipping does not count towards the dots.

The current discount level and the value of the currently available dots is displayed both in the shopping cart and under "Customer login". These dots may be used against a discount in a subsequent order.

The value of a printing dot shown in the shopping cart is an average of all collected dots. Usually the value corresponds to the current discount level.

Downwards deviations may occur, when dots of a lower discount level have not yet been redeemed. In such cases an average of the values of all collected dots with their respective values is calculated.

All collected printing dots have a maximum life span of 12 months from the time they were collected. After that, if they remain unredeemed, they automatically expire and are deleted. They then can no longer be used as a discount value by the Customer.

These discounts cannot be used on the costs for "processing time and shipping". Furthermore, Printing Dots cannot be exchanged for cash or credit, but only used in the process of placing an order with OvernightPrints.

**16. Complaint-Procedures**

16.1 The European Commission has set up a platform for online dispute resolution (ODR). The ODR-platform is meant to resolve complaints regarding contractual obligation of online purchases without going to court. The client can reach the ODR-platform via the following link: <https://ec.europa.eu/consumers/odr/> We are not obliged and also not prepared to participate in an arbitration process in front of a conciliation committee for consumers.