

# General Terms and Conditions and Terms of Delivery of the On-line Shop of SIGN-WARE GmbH & Co. KG

## 1. Applicability

All deliveries and services by SIGN-WARE GmbH & Co. KG via the on-line web shop (<https://sign-ware.de/>) shall exclusively be subject to the following General Terms and Conditions and Terms of Delivery in the version applicable at the date of placing the order unless otherwise expressly provided for in writing. In addition, the General Terms and Conditions and Terms of Delivery of SIGN-WARE GmbH & Co. KG (downloadable at <https://sign-ware.de/media/pdf/AGB-Sign-Ware.pdf>) shall apply.

Offers by SIGN-WARE GmbH & Co. KG are exclusively made to entrepreneurs or juristic persons under public law but not to consumers.

## 2. Conclusion and content of contract

Contracts via the on-line shop are concluded as follows:

- 2.1 In order to buy products offered in the on-line shop a customer is required to get registered in the on-line shop. A customer will receive the respective access data (address and password) by e-mail. A customer is required to change the password upon first use. For safety reasons it is recommended to use a password that consists of a combination of capital letters and small letters, numbers and symbols. A customer is required to properly use the on-line shop, to keep secrecy of the access data (password, in particular) and to protect same against unauthorized access by third parties and to prevent an unauthorized use of the on-line shop by third parties. If a customer knows of a misuse of its access data, SIGN-WARE GmbH & Co. KG shall be notified thereof without delay. A customer shall be liable for any misuse a customer is responsible for.
- 2.2 In order to have access to the on-line shop a customer shall use the "Log in" page, entering its access address and the password and clicking the "Log in" button.
- 2.3 After a successful log-in a customer's account is shown. Now a customer can select items from the assortment by clicking either the "Indoor" button or the "Outdoor" button. By clicking the "Indoor" button or the "Outdoor" button products can be added to the cart. By clicking the "Edit cart" button the quantities of the respective products to be delivered can be selected and products may be added or removed. The information "available" (green) or "currently unavailable, please send e-mail or call us" (red) gives details of the availability of a product. By clicking the "Continue shopping" button a customer can add products to the cart or change selected products in terms of delivery or cancel a selection of products by clicking the "x" button.
- 2.4 By clicking the "Payment" button a customer will see a list of all entries regarding the intended order. At this point a customer can still change the order regarding a selected product in terms of delivery quantity or cancel an order by clicking the "x" button. By clicking the "Buy now" button a binding order will be transmitted from the on-line shop to SIGN-WARE GmbH & Co. KG. Such binding order constitutes an offer to SIGN-WARE GmbH & Co. KG to conclude a contract of sale.
- 2.5 An order can only be placed by previously clicking the check boxes "I have read the General Terms and Conditions and the Terms of Delivery of the SIGN-WARE GmbH & Co. KG on-line shop and I agree to their applicability" and "I have read the General Terms and Conditions and the Terms of Delivery of SIGN-WARE GmbH & Co. KG and I agree to their applicability" thereby accepting the General Terms and Conditions and Terms of Delivery of the SIGN-WARE GmbH & Co. KG on-line shop and SIGN-WARE GmbH & Co. KG and incorporating them into the order. The General Terms and Conditions and Terms of Delivery of SIGN-WARE GmbH & Co. KG that are next to the check boxes can be read, printed and stored at any time.
- 2.6 A customer will receive a confirmation of the receipt of the e-mail order (order confirmation). Such order confirmation does not constitute an acceptance of a customer's offer, it is only intended to inform a customer that SIGN-WARE GmbH & Co. KG has received an order. A contract will be concluded with SIGN-WARE GmbH & Co. KG, if SIGN-WARE GmbH & Co. KG accepts a customer's offer by transmitting an acknowledgment of the order to a customer. Alternatively, shipping of the ordered products by SIGN-WARE GmbH & Co. KG is tantamount to an acknowledgment of the order.

## 3. Accessibility, liability

SIGN-WARE GmbH & Co. KG shall be entitled to modify the SIGN-WARE GmbH & Co. KG on-line shop in any way whatsoever or to shut it down temporarily or permanently, to remove content from the on-line shop, to block a customer's access to its customer account or to delete a customer account. SIGN-WARE GmbH & Co. KG does not guarantee the accessibility and functioning of the on-line shop. SIGN-WARE GmbH & Co. KG shall not be liable for technical problems or any other limitations in the use of the on-line shop. SIGN-WARE GmbH & Co. KG shall not be liable for data losses of any kind caused by deletion or difficulties in storing data or transmitting same in connection with the use of the on-line shop or caused by the blocking or deletion of a customer account. A customer uses the on-line shop at its own risk.

## 4. Data protection

Personal data are solely processed for communication with a customer and solely for the purpose for which a customer has made its personal data available to SIGN-WARE GmbH & Co. KG. Without a customer's approval personal data will not be stored for any other purpose whatsoever. All data are treated as strictly confidential. Order data are encrypted and transmitted securely. However, SIGN-WARE GmbH & Co. KG does not assume any liability for data security during such transmission on the Internet. Reference is also made to the data protection information (<https://sign-ware.de/datenschutz>).

## 5. Hallo Frau Vielhaber, hello Herr Pastor Siebert,

Both content and structure of the on-line shop and the texts, images, graphics, files, etc. are copyrighted and subject to the provisions of the laws on the protection of intellectual property. SIGN-WARE GmbH & Co. KG reserves all rights in this respect. A disclosure, alteration, commercial use or use on other sites or in other media by a customer is prohibited and shall require the prior approval by SIGN-WARE GmbH & Co. KG. The products and descriptions in the on-line shop are fully or partly protected under patent law, trademark law and copyright law. From a missing note and or a missing <sup>TM</sup> or © sign it cannot be inferred that there is no protection. These sites do not grant a third party any rights to the intellectual property of SIGN-WARE GmbH & Co. KG.

## 6. Linked sites

SIGN-WARE GmbH & Co. KG expressly distances itself from the contents of external sites that are linked to the on-line shop.

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*It's my system.*

SIGN-WARE GMBH & CO. KG  
SILBACHSTR. 28 · 59846 SUNDERN  
TEL +49 2933 92226-0  
INFO@SIGN-WARE.DE  
WWW.SIGN-WARE.DE