

## **Terms and Conditions of Sales and Delivery**

### **1 General**

(1) Your contract partner for all orders made through this online offer is Spreadshirt GmbH, represented by the managing directors Lukasz Gadowski, Matthias C. Spiess and Michael Petersen, Karl-Heine-Strasse 97, D-04229 Leipzig, and from here forth referred to as "Spreadshirt".

### **2 Responsibility for Online Offers**

(1) The Spreadshirt platform offers two kinds of shops. The first are "Spreadshirt Shops" that Spreadshirt creates and manages. The second are "Partner Shops" are other shops that are created and managed by independent shop partners. Information regarding the individual owner of each Partner Shop is available by clicking on the "Contact Details" link within the shop.

(2) For the "Spreadshirt Shop", Spreadshirt holds the responsibility for all articles and designs within and the general set up of the shop.

(3) Within the "Partner Shop" the responsibility for all articles, designs, the general set up as well as all advertisement of the articles offer lies solely in the shop partner. Spreadshirt is connected to the content of the Partner Shop only and exclusively following an order via this shop and the subsequent production required.

### **3 Completing the Contract**

(1) Offers provided on the website represent non-binding invitations to order through Spreadshirt.

(2) In submitting a completed online order form via a shop, the customer enters a binding agreement to a completed sales contract, that is, a contract for labour and materials. In the case that this offer is taken, Spreadshirt will send the customer an order confirmation via email.

(3) In correlation with 2 (3), it is impossible for Spreadshirt as a shop platform provider to check all designs created by customers or shop partners to insure that no third-party rights are violated. Spreadshirt reserves the right to reject received orders already made if, in the course of the ordering process, Spreadshirt comes to find or suspect that printing the order would result in a violation of third-party rights.

### **4 Delivery / Shipping**

(1) Shipments are made to many European countries as listed on [www.spreadshirt.co.uk](http://www.spreadshirt.co.uk).

(2) Shipments are sent from Spreadshirt through selected shipping providers. The customer is responsible for paying an estimated

shipping cost. The charge may be based on the value of the shipment and the location of recipient. Current shipping prices can be seen at [www.spreadshirt.co.uk](http://www.spreadshirt.co.uk).

(3) Shipments should arrive at the latest within three weeks. As a rule, most goods are shipped in a much shorter time and arrive within three weeks.

(4) If shipment is not received within three weeks of the order being placed, the customer is entitled to the right of return. This must be exercised immediately in writing.

(5) Customers do not have the right to demand damage compensation for delays in delivery (§ 280 exp. 2, 286 BGB), provided Spreadshirt makes immediate contact and damage was unintentional and didn't occur as a result of gross negligence.

If the payment method chosen by the client for handling returns is not feasible, despite being carried out by Spreadshirt in accordance with the contract, due to a lack of funds in the client's account or the submission of incorrect data, the client must reimburse Spreadshirt or the third-party instructed by Spreadshirt to handle the payment of the additional costs thereby incurred.

## **5 Pricing**

(1) For customers within the EU states, the price given is the end price. These prices include necessary taxes, in particular, sales taxes. Tax rates are determined by the account address submitted.

(2) For customers outside of the EU, the price given is the net price. This is determined by the account address submitted. If taxes must be paid in the country where the goods are received, this charge, in addition to the order value, must be paid by the customer. Some goods may be charged import duties; the customer in addition to the order value must also pay these charges.

(3) The customer is responsible for paying an estimated shipping cost. The charge may be based on the value of the shipment and the location of the recipient. Current shipping prices can be seen at [www.spreadshirt.co.uk](http://www.spreadshirt.co.uk).

## **6 Payment**

(1) Payment can be made by bank transfer, credit card, advance payment or other payment methods. Spreadshirt reserves the right to restrict the payment method available to customers based on the order value, shipping region or other objective criteria.

(2) The sale price is due immediately without discount.

(3) If the manner of payment selected by the customer is not feasible, despite agreed action on the part of Spreadshirt, in particular because the bank account balance is too low to cover the costs of the order or

the data submitted is false, the customer is held responsible for all costs incurred from a third party's involvement in resolving the payment.

(4) Spreadshirt reserves the right to use a third party to handle the transfer of payments.

a) If payment is delayed, Spreadshirt can employ a debt collecting agency and transfer all necessary personal data for the payment to be processed.

b) In the case that a third party is employed for the payment process, the payment process is completed only when the payment as stipulated by the third party is paid in full, so that the third party can then transfer this money without reservations to Spreadshirt.

## **7 Guarantee**

(1) In the case of a customer uploading his own design or personalising a product, the client assures Spreadshirt of possessing the right to duplicate and distribute this design. The customer will solely bear the responsibility for any violation of copyright or trademark. The client ensures also that in personalising the products, no other legal rights of any third-parties are infringed.

(2) If a customer finds a defect included in the seller's warranties, the customer has the right to request a new fulfillment of the contract, a cancellation of the contract, or a reduction in the sales price.

(3) In the case of a return shipment due to damages or quality defects, Spreadshirt will pay all shipping costs. The customer is required to use a shipping method that does not include unnecessary shipping costs. Either the shipping costs will be reimbursed after the fact or will be transferred in advance as requested by the customer.

(4) The customer has a claim to this guarantee of goods. If the customer is a business, it is incumbent on the business to immediately check the goods and contact Spreadshirt if there are any problems with the goods. So long that the business does not contact Spreadshirt, the goods are considered checked and without problems.

(5) The statutory period of guarantee claims for shipped wares is two year from the date the goods were received for customers. For business partners, this statutory period is one year.

## **8 Liability Limitations**

(1) Spreadshirt takes no responsibility for injury to life, body and health occurring within the guarantee period, Spreadshirt does claim responsibility for damages by Spreadshirt or its business partners (e.g. shipping providers) that are premeditated or resulting from gross neglect or intentional harm.

(2) Data communication via the Internet at the present technological

capacities cannot insure that no errors arise and/or that the site will always be available. Spreadshirt therefore takes no responsibility for permanent and uninterrupted availability of the online offers.

## **9 Right of Retraction**

(1) If the customer is consumer, then he or she has the right to retract the order within 14 days after receipt without indicating reasons for revoking the contract with Spreadshirt. This retraction must be accompanied by written or text explanation of the action or by returning the goods to Spreadshirt.

(2) This right of retraction does not include Shipment of goods that Spreadshirt produced to meet the specifications of the customer or that were made specifically to meet the needs of the individual customers. This refers, particularly, to products that were printed with designs (text and/or images) from the customer or when a return of the product would result (by its very nature) in the product being ruined or its expiration date passing the shipment of audio or video recordings or of software, as long as the customer has removed or broken the seal on the data medium, the shipment of newspapers, magazines and illustrated media.

(3) The customer is obligated to return the goods by package post. This return is at the responsibility and expense of Spreadshirt. The customer is required to use a shipping method that does not include unnecessary shipping costs. Either the shipping costs will be reimbursed after the fact or will be transferred in advance as requested by the customer.

If the gross price of an order is less than €40, the customer is responsible for paying the cost of the return postage.

(4) In the case of retracting the order, the customer is obligated to accept a reduced value, and reduced refund, for any degradation to the product resulting from use. This condition can be avoided if the customer inspects the order only for its usability and fit. Any further actions mean that the customer is held responsible for the incurring wear and/or damage to the product.

(5) The right to retract the contract stands independent of the requirements of the customers in the guarantee, as long that the goods show the errors (for more see 7 Guarantee)

## **10 Intellectual Property Rights for Print Designs, Exemption from Liability**

(1) When the customer designs a product, either with an uploaded design or any other means (text personalisation), the customer thereby assures Spreadshirt that the designed product does not violate any third party rights. Any authorship, persona and/or name usage

violations are the full responsibility of the customer. The customer also insures that by customising the product no additional third-party rights are violated.

(2) The customer will on first request exempt Spreadshirt from all demands and requirements generated by the violation of such third-party rights. The customer is responsible for refunding Spreadshirt all legal defense and damage costs that arise.

### **11 Technical and Production Discrepancies**

In fulfilling the contract, Spreadshirt holds the right to have minor deviations as related to the descriptions found in our brochures, catalogues, and any other written and electronic documents regarding the characteristics of the material, the colour, weight, measurements, manufacturing or similar properties as far as they reasonably match the expectations of the customer.

### **12 Data Protection**

Spreadshirt holds the right to electronically save and process all customer information necessary regarding the business partnership with Spreadshirt necessary for fulfilling the business contract under observation of the law of the execution of the state data protection act.

### **13 Area of Jurisdiction**

(1) If the customer is a buyer, the area of jurisdiction for all contentions of this contract is Leipzig, Germany. Spreadshirt holds the right to raise or initial customer actions or other legal proceedings internationally.

(2) Spreadshirt operates under German jurisdiction, following UN sales law, for all orders including orders made outside of Germany.

(3) The location of all order fulfillment is Leipzig, Germany.

### **14 Partial Nullity**

In the case that a single clause of the Terms and Conditions is nullified, the remaining clauses stay valid. Nullified clauses are replaced following legal provision.

### **Technical Implementation**

This online shop operates from a platform provided by Spreadshirt GmbH. Spreadshirt GmbH is responsible for the technical functioning of this site and the processing of your order.

By ordering through this shop, you are doing business solely and exclusively with Spreadshirt GmbH. All Terms and Conditions of

Spreadshirt GmbH therefore apply.

Please address any queries relating to orders to:

Spreadshirt  
Spreadshirt GmbH  
Karl-Heine-Str. 97  
DE 04229 Leipzig

E-Mail: [info@spreadshirt.net](mailto:info@spreadshirt.net)  
<http://www.spreadshirt.net>  
Fax: +49 341 - 94016 129

VAT ID: DE-813871494  
Tax Number: 232/118/02162  
Finanzamt Leipzig  
Trade Register No.: HRB 20285, Amtsgericht Leipzig

### **Privacy and Data Protection**

What information does Spreadshirt store?

- We will only store data required for your transaction. This data will be passed on to our partners only if it is needed to process your order. All personal data is kept confidential.

What does Spreadshirt do with your personal data?

- Spreadshirt saves your data only for processing your order. No data will be transmitted to and/or saved by third-parties.  
- Spreadshirt will not use your data for advertising purposes without your express consent. You can withdraw consent at any time.

How does Spreadshirt protect your privacy?

Spreadshirt protects your data by using SSL (Secure Socket Layer) to secure all online data transmissions.

### **Intellectual Property Rights Policy**

Spreadshirt offers an automatic service for producing and selling customised merchandising articles. Shop owners can set up an online shop for free and set up, design and offer their own specially-designed merchandise.

In the Terms and Conditions, Spreadshirt prohibits shop owners from setting up or putting into circulation any merchandising articles that infringe the original author, brand or copyrights of a third party. Since a majority of the process is done automatically, the Spreadshirt service cannot insure that these rights are never infringed by a shop owner. Therefore, Spreadshirt asks all rightful owners that suspect intellectual property rights to get into immediate contact with

Spreadshirt.

Following the Terms and Conditions, Spreadshirt holds the right to immediately delete all content (graphics, logos, text, etc.) that violate the intellectual property rights of an original author, brand or copyright. The shop owner would then have to produce a confirmation of rights to the copyright or rights to use the copyright for every design uploaded. This would require proofing every design before accepted by Spreadshirt and potentially by a third party.

If you suspect intellectual property or copyright abuse, please contact our legal department. [legal@spreadshirt.net](mailto:legal@spreadshirt.net)