

General Terms and Conditions (T&C)

1. Scope

- a.) The following general terms and conditions (T&C) exclusively apply to entrepreneurs, legal entities under public law, and special funds under public law.
- b.) The general terms and conditions that apply are always the currently valid T&C version at the time the order is placed.
- c.) The client's general terms and conditions are hereby expressly excluded. Adjustments to the following terms and conditions on the part of the client are project-related, and only valid following confirmation by teamandproducts GmbH in writing.

2. Prices

Products from teamandproducts GmbH normally feature a high degree of client-specific individualisation. Therefore, we calculate prices on a case-by-case basis in order to be able to offer an optimal range of products and services according to customer wishes. Price and quantity information on our websites should only be used as a guide, and do not represent a binding offer.

We disclose the costs for individual design scopes as part of the order clarification process because we resort to external agency services, where applicable, in consultation with the client.

3. Transportation costs

Transportation costs are considered ex works Germany. This covers all standard costs for packaging and shipping documents. Service to shipping addresses outside of Germany are carried out upon request. The coordination of the transportation and delivery logistics takes place within the scope of the offer process between teamandproducts GmbH and the client.

4. Invoicing, payment and assignment

Unless otherwise agreed upon elsewhere in writing, invoices from teamandproducts GmbH shall be payable immediately upon receipt without deduction. The period allowed for payment is 14 days strictly net. teamandproducts GmbH is entitled to assign claims arising from its business relationships.

5. Limitation of warranty

In the case of an incomplete or incorrect delivery, or if there is damage or identifiable defects, the client has the obligation to disclose this immediately to teamandproducts GmbH in writing. However, in the case of hidden defects or missing quantities, the client has 5 days at the latest after receipt and inspection of the delivery.

For defects that are traceable to a circumstance that occurred before the goods were delivered, teamandproducts GmbH shall be responsible for the warranty by either providing a repair or a replacement. Defective items are sent to teamandproducts GmbH upon request. If teamandproducts GmbH is unable to provide a repair or replacement within a reasonable grace period, then the client can withdraw from the contract. Claims for damages are excluded unless they are based on premeditation or gross negligence.

6. Delivery times

Information regarding delivery times can be found on the order confirmation, which you will receive after you order. If goods cannot be delivered as planned, we will attempt to inform you in good time, and provide you with a new alternative date.

7. Print preview („proof“) and print order approval

The client receives a corresponding print preview („proof“) for binding approval and start of production for all customisations of our products, e.g. picture of company logo, part numbers, etc.

Before series production, we will create a binding print preview („proof“) based on jointly agreed upon form, content and qualitative requirements. The proof must be approved in writing by the customer in a timely manner. We shall then only be responsible for deviations to the end product if the print results deviate significantly from the print review.. In this case, we reserve the right to take back the goods at our own expense to correct the errors and deliver the desired goods.

8. Retention of title

teamandproducts GmbH retains ownership of the goods until full payment of the purchase price. The client may not pledge the goods to third parties until the purchase price has been paid in full.

9. Title to production, advertising materials, etc., property rights to products

- a.) All documents, advertising materials and other products that have been provided to the client as part of this contract along with the object of the contract, or created or acquired by teamandproducts GmbH for order processing remain or will remain, with their production, the property of teamandproducts GmbH. Models, stencils, templates, samples, tools and other production resources, as well as confidential data may not be delivered to third parties without the previous written consent of teamandproducts GmbH.
- b.) The client is liable for the careful handling of the property of teamandproducts GmbH, and must protect it against access by third parties, and must inform teamandproducts GmbH immediately in writing of any violations by third parties along with the names of the third parties responsible/involved.
- c.) By request of teamandproducts GmbH, the client will store the items at his location free of charge. Unless otherwise agreed, the return of the items will take place two years after the completion of the project at the latest.

10. Confidentiality

- a.) The client is obligated to keep secret business and trade secrets, as well as confidential information about teamandproducts GmbH and its clients, which may be revealed to him during the course of contract implementation or already revealed during earlier contractual relationships, even beyond the working relationship, and make sure that this confidential information is not passed on to third parties or misused.
- b.) Confidential information is regarded, in particular, as any information whose disclosure may result in damage to the competitive position of the client or his customers. This also includes all information, data, and documents that affect products, services, advertising, and sales promotion concepts.
- c.) The client is required to have all employees (including freelancers) and other third parties who are used to fulfil this contract observe these provisions and accept them in writing; and in addition, accept no remuneration from suppliers.
- d.) We reserve the right to compensation for damages as well as injunctiverelief.
- e.) The client may only advertise its business relationship with teamandproducts GmbH with the latter's prior written consent.

11. Property rights

teamandproducts GmbH does not guarantee that its products are free of the property rights of third parties, especially patents, brands, design rights or copyrights. A right to the use of the property rights of teamandproducts GmbH, especially brands, patents or copyrights, is not granted.

12. Material proviso

teamandproducts GmbH reserves the right to deviations with regards to colour, material thickness and realisation as long as the criteria agreed upon with the customer and/or legally required criteria, both functional and qualitative, are met. In particular, this applies to the requirements according to EN ISO 20471:2013 (Class 2) as well as OEKO-TEXStandard 100.

13. Use of the client name as a reference

teamandproducts GmbH reserves the right to use the client's company name or logo for reference purposes upon the implementation of a contractual supply relationship unless otherwise explicitly prohibited by the client in writing.

14. Withdrawal (insolvency, force majeure, etc.)

teamandproducts GmbH is entitled to withdrawal from the contract if judicial insolvency or settlement proceedings have been initiated on the client's assets, there is refusal to proceed with insolvency due to lack of legal funds, or the client is unable to pay.

The client shall inform teamandproducts GmbH about these events immediately. If the fulfilment of the contract is prevented or impossible on the part of teamandproducts GmbH due to force majeure including but not limited to mobilisation, war, riots, natural disasters, strike, lockout, then the contractual deadlines shall be extended until the obstacles are removed. If the deadline extension is unacceptable, the client can withdraw from the contract. In both cases, any partial services rendered by teamandproducts GmbH in relation to the total output shall be reimbursed pro rata.

15. Assignment

An assignment of claims against teamandproducts GmbH arising from the business relationship to which the client is entitled is excluded.

16. Miscellaneous

The contract and the legal relationship are subject to the law of the Federal Republic of Germany to the exclusion of the UN Sales Convention (CISG). Unless otherwise specified in the order confirmation, the place of performance and sole place of jurisdiction for all disputes arising from the contract shall be the place of business of teamandproducts GmbH. All agreements that are made between the parties for the purpose of the execution of the contract are stipulated in the contract.

17. Severability clause

If one or more of the provisions of these general terms and conditions is invalid, the other provisions hereof shall remain in full force. The invalid provision is considered to be replaced by one that comes closest to the sense and purpose of the invalid provision in a legally valid manner. The same applies for possible omissions in regulations.