

General Terms and Conditions of Badgematic Button GmbH

1. Scope

We sell our products (badge machines, badge sets, badge supplies and finished buttons) exclusively according to the following Terms and Conditions. Conflicting or deviating conditions apply only if we have confirmed this in writing.

2. Identity of the contractual partner

The contract is formed with Badgematic Button GmbH.

Address:

Industriestraße 59 – 61
44894 Bochum
Deutschland

Amtsgericht Bochum HRB 2735
UST-ID: DE 124076419

Managing Directors :

Gerd Pohlschmidt, Jutta Hampe

3. Offer and contract

You can order our products on our homepage in the Internet. The information contained on our website www.badgematic.de and in our brochures and promotional materials only represents a request for submission of orders. This information does not count as an offer to conclude a contract.

By ordering the desired goods, you make a binding offer to conclude a sales contract in accordance with these conditions. We are then entitled to accept this offer within 10 calendar days by sending you an order confirmation via e-mail. Your order is not deemed accepted until we have accepted it by order confirmation. If your offer is not accepted by us within 10 calendar days, the offer is deemed rejected. For products that are not listed in the order confirmation, no purchase contract is concluded. We assume no obligation to accept your order.

Badgematic Button GmbH reserves the right to make modifications to the products through technical and quality improvements; printing errors excepted.

4. Right of cancellation

You are a consumer within the meaning of § 13 of the Civil Code (BGB), so you have a statutory right of cancellation according to the following conditions and consequences.

Cancellation terms

You may cancel your contract declaration within 30 days in written form (e.g. letter, fax, e-mail) without giving reasons or - if you have received the goods before this deadline - by returning the goods.

The time limit begins on receipt of these cancellation terms in text form, but not before receipt of the goods by the recipient (in case of repeat delivery of similar goods, not before receipt of the first part delivery) and also not prior to fulfilment of our duties to inform in accordance with § 312c para. 2 of the Civil Code (BGB) in conjunction with § 1 para. 1, 2 and 4 of the Civil Code's regulation on duties to inform (BGB-InfoV) as well as our duties in accordance with § 312e para. 1 sentence 1 BGB in conjunction with § 3 BGB-InfoV.

In order to comply with the cancellation deadline, simply send your

cancellation or the goods within this time.

The declaration of cancellation or the goods to be returned should be sent to:

**Badgematic Button GmbH
Industriestraße 59 – 61
44894 Bochum
Deutschland**

or by Fax to: +49 – (0)234 / 29 02 66

or by E-Mail to: info@badgematic.de

Consequences of cancellation

In case of effective cancellation, any goods/services/payments received by either party are to be returned and any benefits gained (e.g. interest) surrendered. If you are not able to return the goods/services received in whole or in part, or only in an impaired state, you are to provide us with compensation where applicable. In case of goods surrendered, this does not apply if the impairment of the goods is due solely to their inspection - as would have been possible in a shop. In addition, you can avoid the obligation to pay compensation for impairment caused through proper use of the goods by not using the goods as your property and refraining from anything which could impair their value. Goods suitable for consignment by parcel post are to be returned at our risk. You are to bear the cost of return consignments if the delivered goods correspond to the goods ordered and if the price of the returned goods does not exceed 40 Euros, or if, given a higher price of the goods, on the date of cancellation you have not yet effected payment or paid a contractually agreed instalment. Otherwise, the return consignment is free of charge. Goods suitable for consignment by parcel post are to be collected from your address. Obligations to reimburse payments are to be fulfilled within 30 days. The time limit begins for you on dispatch of your declaration of cancellation or the goods, for us on their receipt.

End of the cancellation terms

5. Exceptions to the right of cancellation

The right of cancellation does not apply to contracts for the supply of goods which Badgematic Button GmbH has produced on the basis of specifications provided by the customer, or which are clearly tailored to the customer's personal needs. This particularly applies to finished badges which are produced with customer-specific prints according to instructions provided by the customer. The customer is aware that when ordering such products, he provides Badgematic Button GmbH with the concrete instructions for manufacturing the goods.

6. Prices

All prices are quoted in EUROS, including the statutory VAT at 19%, plus delivery costs. Delivery costs are shown separately on the invoice. The delivery address stated by the customer is decisive.

If, in the course of delivery, export or import taxes are due, these are also charged to the purchaser.

The prices at the time of ordering apply. Errors excepted.

7. Delivery costs

Delivery costs are borne by the purchaser.

The level of the delivery costs depends on the weight and/or volume of the goods ordered, and the destination of the delivery.

The delivery costs are clearly indicated on the product pages, in the shopping basket and again on the order page.

8. Delivery

The goods are dispatched to the delivery address stated by the customer.

Consignments to PO boxes or poste restante delivery are not possible.

Delivery is made subject to the delivery costs stated in the respective offer.

We will inform you of delivery dates in the ordering process and in our order confirmation.

Further details are given in the Help section of our website www.badgematic.de.

9. Payment options

The customer can choose between various payment methods, provided a special payment method is not specified. The different payment options are described in the Help section of our website www.badgematic.de.

10. Retention of title

The delivered goods remain the property of Badgematic Button GmbH until full payment of the purchase price is received. Until transfer of ownership, the customer is required to handle the product with care.

11. Transfer of risk

If the customer is an entrepreneur as defined by § 14 of the Civil Code (BGB), delivery is deemed agreed "ex works".

12. Warranty

If delivered articles exhibit obvious material or manufacturing defects, including transport damage, please claim immediately. Failure to give notice of defects does not, however, affect your statutory rights.

In case of all defects occurring to the item purchased during the statutory warranty period of two years, the consumer's statutory rights apply. If you are an entrepreneur as defined by § 14 of the Civil Code (BGB), the period of limitation is one year.

13. Copyrights to the print designs, exemption from liability

If the customer provides his own design, or otherwise influences the product (text personalisation), the customer guarantees Badgematic Button GmbH that the text and design are free of third party rights. Any violation of copyrights, personal rights or rights regarding names are to be borne fully by the customer in this case. The customer also guarantees that no other rights of third parties are violated by him through the individualisation of the product.

The customer releases Badgematic Button GmbH from all claims and entitlements asserted due to the infringement of such third-party rights, provided the customer is responsible for the breach of duty. The customer reimburses Badgematic Button GmbH all defence costs incurred and other damage.

14. Contact

We are open Monday to Friday from 8.00 a.m. to 5.00 p.m.
Please address any questions or complaints to:

By Email: info@badgematic.de

By telephone to Badgematic-Team: Tel. 0049 (0) 234 29 36 99

In writing to Badgematic Button GmbH:

Industriestraße 59 – 61

44894 Bochum

By Fax to Badgematic-Team: Fax 0049 (0) 234 29 02 66

15. Data protection

Badgematic Button GmbH processes the customer's personal data for a specific purpose and in accordance with the statutory provisions. Personal data (such as name, e-mail address, address, payment data) provided for the purpose of ordering goods is used by Badgematic Button GmbH for the performance and processing of the contract. This data is handled confidentially and not disclosed to third parties who are not involved in the ordering, delivery and payment process. On request, the customer has the right to receive free information on his personal data stored by Badgematic Button GmbH. In addition, he has the right to correct incorrect data, and to block and delete his personal data, provided there is no legal obligation to keep records.

16. Provisions for corporate customers within the meaning of § 14 of the Civil Code (BGB)

The contractual relations between Badgematic Button GmbH and the corporate customer are subject to German law under exclusion of the CISG.

The place of jurisdiction for all disputes between Badgematic Button GmbH and its corporate customers is Bochum.

17. Validity

Should a provision of these Terms and Conditions be or become in whole or in part invalid, the remaining conditions still remain valid. The invalid provision is to be replaced by a provision which is legally permissible and which comes as close as possible to the invalid provision in terms of the contents of the contract and the interests of the parties.

Version: January 2009