



Suncica Rodermund (Dipl. Designerin)

Produktentwicklung * Werbung * Kunstgewerbe

General Terms and Conditions (GTC's) for Consumers

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(A consumer is any natural person who enters into a legal transaction for a purpose that can be attributed to neither neither their commercial nor their independent professional activity can be attributed). The following General Terms and Conditions of ANGELUS design- Suncica Rodermund (hereinafter referred to as ANGELUS design) apply to all contracts concluded with ANGELUS design and its customers concluded contracts and apply in this version only to consumers. The terms and conditions are agreed if the customer does not object to them immediately after receipt.

1 Scope of application

1.1 All agreements and offers are based on the general terms and conditions of ANGELUS design. They are deemed to be accepted by placing the order or by accepting the delivery. Deviating terms and conditions of the customer that ANGELUS design does not expressly accept in writing are to be regarded as non-binding.

2 Conclusion of Contract

- 2.1 The subject matter of the contract is the products, work and services specified in the offer for the the performance characteristics listed therein.
- 2.2 All offers and prices are subject to change and non-binding. Changes, misprints and errors reserved. The information about the purchase price and about the product features are for information purposes only. The contract between the customer and ANGELUS design comes only through his order (phone, EMail, fax or letter) and its acceptance by ANGELUS design. ANGELUS design accepts the order by sending an order confirmation by e-mail, fax, letter or implicitly by delivery of the ordered goods. Orders are also binding within the scope of these Terms and Conditions of Sale, even if they have not been confirmed by ANGELUS design.
- 2.3 If the customer wishes changes during or after production, he has to bear the additional costs.
- 2.4 The customer is obliged to provide ANGELUS design with the necessary information and documents in good time information and documents in good time. He is liable for the fact that he is entitled to use the documents made available to ANGELUS design and indemnifies ANGELUS design in this respect against claims for compensation by third parties.

3 Copyright and Right of Use

- 3.1 ANGELUS design has the exclusive right of use to its designs, models, photographs and other and other produced works even if they do not reach the level of creation required for copyright protection. The transfer of rights of use must be made in writing.
- 3.2 Designs, samples, models and the like may neither be imitated by the customer nor used in any other way for reproduction.

4 Prices, remuneration

- 4.1 Prices quoted are gross prices in Euro (€) including value added tax at the applicable rate, plus packaging, insurance and postage costs, insurance and postage costs.
- 4.2 Necessary changes which are not caused by defects for which ANGELUS design is responsible, will be is responsible for, will be charged separately. Further drafts as well as other additional services will be charged separately.
- 4.3 Remuneration is due upon delivery of the work/services and after invoicing. Expenses and costs are due upon invoicing.
- 4.4 Due invoices are payable without deduction. A payment period of 14 days shall commence from invoice date. In the event of late payment, ANGELUS design reserves the right to charge interest on arrears.

5 Right of withdrawal for consumers in distance contracts for services/goods

5.1 Right of withdrawal*

You may revoke your contractual declaration within 14 days without stating any reasons in text form (e.g. letter, fax, e-mail). The period begins after receipt of this in text form, but not before the conclusion of the contract and not before the fulfillment of our our information obligations pursuant to Article 246 § 2 in conjunction with § 1 paragraph 1 and 2 EGBGB as well as our obligations pursuant to § 312g paragraph 1 sentence 1 BGB in connection with Article 246 § 3 EGBGB. The timely dispatch of the revocation shall suffice to comply with the dispatch of the revocation. The revocation and the goods are be sent to:

ANGELUS design- Suncica Rodermund
Product development and advertising, arts and crafts
Beckhausstr. 208, 33611 Bielefeld, Germany
E-mail: info@angelusdesign.de Fax: + 49 (0) 521-2526665

5.2 Consequences of revocation

In the event of an effective revocation, the services/goods received by both parties shall be returned and any benefits derived (e.g. interest) shall be surrendered.

If you are not able to return the received performance and benefits (e.g. benefits of use) to us If you are unable to return or surrender the goods received and any benefits derived (e.g. advantages of use), or are only able to do so in part or in a deteriorated condition, you must compensate us for the loss of value. This may result in you contractual payment obligations for the period until the revocation. Obligations to refund payments must be fulfilled within 30 days. The period begins for you with the dispatch of your revocation, for us with its receipt. Goods that can be sent by parcel post are to be returned at our risk.

You have to bear the regular costs of the return if the delivered goods correspond to the ordered goods and if the price of the goods to be returned does not exceed an amount of 40 euros or if the price of the goods is higher than 40 euros and you have not yet paid the price of the item at the time of revocation, you have not yet provided the consideration or a contractually provided. Otherwise, the return shipment is free of charge for you. Items that cannot be sent by parcel post will be collected from you. Obligations to refund payments must be fulfilled within 30 days.

The period begins for you with the dispatch of your revocation or the goods, for us with their receipt.

*The right of withdrawal does not apply to goods that are made to customer specifications or clearly tailored to personal needs.

5.3 Special notes

Your right of revocation expires prematurely if the contract has been completely fulfilled by both parties at your express request before you have exercised your right of revocation. END OF THE CANCELLATION POLICY.

7 Third-party services

7.1 Insofar as contracts for third-party services are concluded in individual cases within the scope of and for the account of ANGELUS design, the customer undertakes to indemnify ANGELUS design internally against all liabilities arising from the conclusion of the contract, in particular from the obligation to pay the obligation to pay the price for the external service.

8 Delivery Times, Delay in Delivery

- 8.1 The return of deliveries due to incorrect orders by customers is generally excluded.
- 8.2 Delivery dates or completion dates are only valid if they are expressly confirmed by ANGELUS design. The goods will be delivered as soon as possible.

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8.3 ANGELUS design is not responsible for exceeding the delivery/production deadline if this is caused by circumstances for which ANGELUS design is not responsible. caused by circumstances for which ANGELUS design is not responsible. Operational disruptions, both in its own operations and in those of third parties, on which the production, transportation and publication - caused by cases of force majeure exempt from compliance with the agreed agreed delivery times and prices.

9 Ownership and obligation to return

9.1 The object of purchase remains the property of ANGELUS design until payment is made in full. ANGELUS design is entitled to take back the object of purchase if the customer acts in breach of contract.
9.2 The customer is obligated, as long as the property has not yet passed to him, to treat the purchase item with care.

10 Liability

10.1 ANGELUS design is liable only for damages caused by ANGELUS design itself or its vicarious agents intentionally or through gross negligence. This also applies to damages resulting from a positive breach of contract or a tortious act.

10.2 The sending and return of work and templates is at the risk and expense of the client. and for the account of the customer.

10.3 Claims of the Customer due to defects shall become statute-barred after two years if the Customer is a consumer.

10.4 Damage to the goods caused by improper use of the customer, do not justify any claim against ANGELUS design.

10.5 Liability for defects is excluded in the event of deviations in samples, color tones, quality as well as changes in the execution.

11 Data Protection

11.1 The provisions of the Federal Data Protection Act are complied with.

12 Final provisions

12.1 If one of the above terms and conditions is invalid, this does not affect the validity of the remaining remaining terms and conditions.

12.2 German law shall apply exclusively.

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