

Farheap GmbH
Bergstraße 76, 01069 Dresden
Terms of Service
(Updated: January 2008)

1. Applicability

1.1. These General Terms of Business (GTB) apply between Farheap GmbH (Limited) (called "Farheap") and the customer ("Customer") for the supply of products ("Products") by Farheap GmbH to the Customer. To the extent permitted by law, Farheap GmbH does not accept any other terms and conditions, except to the extent that Farheap GmbH gives its express written acceptance. These GTB are also applicable even if Farheap GmbH delivers in knowledge or with agreement to any other terms and conditions of the customer.

1.2 According to these GTB, a consumer is a natural person who orders a Product for a purpose that is neither for his trading nor his professional activity; or a "consumer" also includes anyone protected as a consumer under English laws. Nothing in these GTB affects the consumer's statutory rights, whether under English law or German law.

1.3 According to these GTB, a business is every natural or juridical person other than a consumer.

1.4 These GTB contain important information about the Customer's rights and obligations. Farheap recommends that the Customer prints out these GTB by clicking on the print icon on its browser and that it keeps them for future reference. The Customer should keep a copy of these GTB and its order and any acceptance of its order that Farheap makes, but Farheap may also keep a copy of them for up to six years after it has accepted the Customer's order.

2. Bookings, Conclusion of Contract:

2.1 The placing of an order by the Customer is a conditional offer towards finalizing a contract for the purchase of Products from Farheap. The Customer must place the order through the process set out on the web site at www.overnightprints.co.uk

2.2 Farheap GmbH may accept the Customer's offer through a binding confirmation of order to the Customer via email. At that point the contract is formed between the Customer and Farheap for Farheap's supply of the Products. Any email that merely acknowledges receipt of the order shall not constitute a legally binding confirmation.

2.3 The full details of Farheap as the supplier to the Customer is:

Farheap GmbH

Business Manager: Brett Heap, Arndt Eschenlohr

Bergstraße 76

01069 Dresden

Telefon: 020 30515655

Fax: +49 34297 987002

E-Mail: service@OvernightPrints.co.uk

VAT number: DE 254315866

3. Process of Booking, Delivery and Delivery Period

3.1 The order will be handled by Farheap after receiving the payment sent by the Customer and the printed material will be (according to the selected shipment advice) dispatched to the Customer as soon as possible. The calculation of the delivery timeframe begins only after Farheap has received the payment in its account in cleared funds and if necessary not before the entry of the correct printing data. Further information to this point you will find in our FAQ's:

["What is our turnaround and delivery time?"](#)

3.2 The Customer has to give a delivery address on which the delivery is guaranteed on working days during day time. If delivery is delayed or re-routed through the Customer not being around to take delivery at the time and place stipulated by the Customer, the cost of any necessary revised delivery and storage has to be borne by the Customer.

3.3 In case of any event beyond Farheap's control (including, but not limited to, high magnitude of violence and other unpredictable and non averting damaging incidents for which Farheap was not responsible, especially break down, labour dispute and unrest), the delivery timeframe will be extended according to the duration of the event plus an appropriate arrangement time period (whether or not these circumstances occur by the time of dispatch from Farheap). If the event lasts for more than one month after the expiry of estimated timeframe, then either Farheap or the Customer may terminate the contract (in which case, the Customer will receive a full refund). This termination refers only to that part of the contract which is still not fulfilled, unless the dispatched partial delivery is not usable for the Customer. No damages or liability shall apply for any consequences of this clause 3.3 applying.

3.4 The shown and agreed delivery periods are only estimates unless expressly agreed in writing to the contrary.

3.5 Delivery quantities can differ up to + - 5% for easy work and up to + - 10% for difficult 4 colour customer orders. Included could also be waste sheets or make ready sheets which will not be sorted out of the run. The Customer should therefore allow up to 10% extra for the order if exact numbers are required.

4. Shipment and Terms of Payment

4.1 The costs of shipment are set out on the web site www.overnightprints.co.uk through the [Shipment Calculator](#) , which applies at the time the order is submitted. In case of dispatching to the UK or any other country outside of the Federal Republic of Germany, further delivery costs may be imposed, together with any applicable taxes or custom duties, which have to be borne by the Customer. These will all be set out on the www.overnightprints.co.uk website before placement of the order.

4.2 Farheap GmbH shall only dispatch once it has received payment in full including all associated shipping costs, taxes and duties set out on the website. The payment can only be done on the ways showed on the website as payment methods. If the customer wishes a COD (Cash on Delivery) payment he has to pay the extra costs for the COD.

4.3 Notwithstanding that the order has not yet become binding, the purchase price including the cost of shipment, taxes and duties shall be immediately due with the order.

4.4 In case of late payment, Farheap has right to claim the default charges from the customer in according with the legal regulations, and Farheap may suspend delivery and cancel the order. The enforcement of further rights and claims due to this delay remain reserved.

5. Transfer of Risk:

5.1 If the Customer is a consumer, the risk of accidental loss and accidental worsening of the Product transfers to the Customer at the time of delivery of the Product to the consumer.

5.2 In case of orders from businesses, the risk of accidental loss and accidental worsening of the Product transfers to the Customer, as soon as the Product is dispatched from Farheap's premises. The regulations of (Book of Federal Law) § 447 BGB (dispatching purchase) regarding orders from companies are also valid if the dispatching is made to Farheap's own means of transport or Farheap takes over the costs of cargo charges or when the delivery starts from another place than the Farheap location.

5.3 The Customer is bound to accept partial delivery, as long as it is reasonable.

5.4 The Products shall be packed as is usual in the trade, unless a special kind of packing is agreed in writing.

6. Property Reservation

6.1 The delivered Product remains the property of Farheap (described as 'Reserved Commodity') until the full payment of purchase price including the costs of dispatching and any associated charges. If the Customer is a business, then Farheap reserves the right of ownership on the delivered articles until the receipt of whole payment from all contracts with the customer.

6.2 In case of breach of important contract obligations by the Customer especially delay in payments, Farheap has the right to take the Reserved Commodity back and for that purpose, if applicable, to step into the position of the Customer if the conditions of a cancellation of contract apply. The contract may be cancelled by Farheap taking the Reserved Commodity back.

6.3 The Customer has the right of resale and for the application of Reserved Commodity only according to usual course of business under proper rules. The Customer has no right on other disposals of the Reserved Commodity. If the Reserved Commodity is alienated by the Customer, then resigns the Customer already now from the claims of resale in form of the price value of Reserved Commodity (Farheap's invoice amount including general sales tax) with all additional rights and status from the remainder from Farheap. Farheap accepts the resignation. For Farheap, the claims resigned from the Customer refer also to the recognised account balance, as well as it refers then to the existing 'causal' balance in case of insolvency of third party. The Customer has the revocably right of cashing the claim. Hereby Farheap's authority of revocation of claim by ourselves is not going to be affected. If Farheap decides itself for the revocation of claim at its own, especially in the cases of clause 6.2, then Farheap can demand that the Customer notify Farheap about the resigned claims and their debtor, make all necessary declaration about withdrawal, hand over the related documents and inform the debtor about the revocation.

6.4 If the realizable worth of existing safety measurements towards the necessary secure claim exceeds more than 20 %, then Farheap is bound to release the security according to its own choice if the Customer demands for it.

7. Print Data of Customer, Obligations and Liability of Customer

7.1 Farheap GmbH shall perform the print assignments automatically according to any data supplied by the Customer. The printing shall proceed in the way as it has been sent from the Customers, but without the ledger lines for save zone and cutting. The Customer takes the responsibility that all data uploaded by it is properly formatted. Farheap reserves the right to examine the data, but without making itself bound to do that. Farheap may examine the presentation of the data by the Customer, but shall not be responsible for reviewing spelling, grammar or other writing, drawing or mapping mistakes in anything sent by the Customer.

7.2 The Customer is responsible for its submission of data and its contents and for ensuring that it has all user rights and the rights of publication and disclosure of data, which are sent to Farheap, for the purposes intended. The Customer alone takes the responsibility for that, and for ensuring that no rights of any third party would have been violated by means of transferring and processing the data as well no other breach against any applicable law (including, without limitation, criminal law, competition rights, defamation, privacy and copyright) is taking place during the production and application of printing data and in the supply of the final Products. As far as the orders of or data supplied by the Customer violate or could violate against the law or any third party rights or against any moral rights, Farheap has the right to refuse the processing without liability. However, Farheap is not bound to examine the contents of data or orders submitted by Customers. The Customer shall hold harmless, indemnify and keep indemnified Farheap and Farheap's employees, officers, agents, representatives and contractors against any and all losses, liabilities, claims, proceedings, judgments, damages, demands, actions, costs, charges, expenses, penalties and fines suffered by or incurred by Farheap or Farheap's employees, officers, agents, representatives and contractors resulting from any such orders and their contents or data supplied by the Customer or anything associated with that. In that case, the Customer also takes over the charges of Farheap for a necessary legal defence.

7.3 Farheap GmbH may do the file check for incoming Customer data (uploaded files and created files from the online catalogue) in its absolute discretion. There is no duty for Farheap to warn the Customer or to check the file for any Customer data which is uploaded or supplied from the Customer or from a third party engaged by the Customer. In particular for uploaded or supplied files there may be no verification from Farheap regarding text, content and pictures in a stored file. There shall also be no liability on Farheap for mistakes in and with such data provided from the Customer directly or indirectly. Furthermore, there is no liability for Farheap for mistakes in the final product if this is caused by defective uploaded or delivered data from the Customer.

7.4 The Customer acknowledges that there can be colour variations in the final product contingent upon the different manufacturing processes.

7.5 The duty for storing the data and the files is the responsibility of the Customer. Farheap may either erase or optionally hold a copy of the Customer data and files for later use by the Customer.

7.6 The Customer is responsible for ensuring that there is absolutely no danger of any possibility of virus or worms or any material or computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information, coming from the data and files transferred or supplied to Farheap by or on behalf of the Customer. In case Farheap or its employees, officers, agents, representatives or contractors suffer any losses, liabilities, claims, proceedings, judgments, damages, demands, actions, costs, charges, expenses, penalties or fines as a result of the transfer or supply of data from or on behalf of the Customer, then the Customer shall fully compensate and indemnify them and hold them harmless.

7.7 The Customer does not have any right to apply mechanisms, software or other scripts in connection with using the web site www.overnightprints.co.uk which may disturb the function of this web site or can disturb the function of this web site.

7.8 The Customer shall not take any measure or introduce any process which may have the consequence of placing an unduly heavy burden on the infrastructure of the web site www.overnightprints.co.uk nor interfere with anyone else's use of the web site.

8. Warrantee, Liabilities

8.1 Nothing in this clause 8 shall be deemed to exclude or limit Farheap's liability for death or personal injury caused by Farheap's negligence or for any fraud committed by Farheap. In addition, nothing shall exclude any mandatory legal rights, including without limitation that Farheap has the right and title to supply the Products and nor shall anything in these GBT affect any consumer's statutory rights (including without limitation that any Products supplied to consumers must correspond with their description, be of satisfactory quality and be fit for their purpose). All other provisions in these GBT (including without limitation this clause 8) shall apply subject to this clause 8.1.

8.2 Except as otherwise expressly agreed by Farheap in writing, Farheap is not responsible for any consequences from complying with any instructions or requirements of, or data supplied by, the Customer. Also there is no warranty taken over from Farheap for later print over or different kinds of lettering/markings of a product f.e. like for letterheads and postcards.

8.3 Where Farheap delivers a mangled Product (or otherwise defective due to Farheap's fault) to the Customer, the Customer may firstly request Farheap to correct the error by repair or replacement by subsequent delivery. If Farheap fails to correct within a reasonable period of time after its receipt of the Customer's request, then the Customer shall be entitled to any such further rights of guarantee according to law and order (including a right to a full refund for the affected Products). If the Customer elects to withdraw from the contract for those particular Products, then aside from that the Customer is not entitled to claim any compensation for loss due to the mangle or defect, unless Farheap has caused this mangle or defect intentionally or with gross carelessness.

8.4 For coloured reproductions in all printing processes slight variations may occur from the original, which the Customer will not complain about to Farheap. The guarantee for inks, bronze, varnish, impregnation, lamination and rubber coating is only given by Farheap to the same extent as the supplier of Farheap gives to Farheap.

8.5 Farheap is liable for its own breaches and for the breaches of its legal representatives only in case of intentional or gross carelessness. Farheap is liable according to the official legal rules and regulations in case of violation of essential parts of Farheap's obligations in respect of the contract, in the event of Farheap failing to supply the Product, or in case of injury of human being, their body and health.

8.6 In case of violation of Farheap's obligations in respect of the contract, to the extent permitted by law and subject to clause 8.1 above, the liability of Farheap is limited to the greater of (a) £100 or (b) 150% of the total price paid and otherwise payable; in respect of the ordered Products for the particular contract affected.

9. Right of Withdrawal

9.1 The following right of withdrawal is applicable for the contracts with consumers (but not businesses) under the Consumer Protection (Distance Selling) Regulations 2000 and in terms of § 13 BGB (Federal Book of Law).

The consumer has the right to cancel or withdraw from the contract without reason from the date of the consumer's order until up to two weeks after the day following delivery of the Product. In order to cancel or withdraw, the consumer must clearly inform Farheap of this in written form (e.g. letter, fax, E-mail) or by means of returning the articles without giving any reason. Any notice must be sent to the following (or such other details as Farheap make known to the consumer):

Farheap GmbH

Business Manager: Brett Heap, Arndt Eschenlohr

Bergstraße 76

01069 Dresden

Telefon: 020 30515655

Fax: +49 34297 987002

In case of such a withdrawal or cancellation, both sides have to return the received benefits and, if applicable, both have to surrender any usage already made (including without limitation the consumer returning the Products from the cancelled or withdrawn contract to Farheap at the address above within 14 days of giving its notice). The consumer is responsible for risk in the Products, retaining possession of them and taking reasonable care of them between the time when they were delivered to the consumer and the time when they are received back by Farheap. If the consumer cannot give Farheap back the Products or they do not come back in a good condition, then the consumer must pay Farheap compensation to cover the restoration cost.

The consumer must return the Products in the same or better packaging than supplied by Farheap when Farheap delivered. The consumer has to bear the charges of packaging and sending back the Products. If there is a cancellation or withdrawal under this clause 9, Farheap shall reimburse the sums paid by or on behalf of the consumer to Farheap for the Product (including without limitation costs of delivering to the consumer and taxes) within 30 days of the date of notice of cancellation or withdrawal of the contract; the payment shall be made to the person (for example the consumer's credit card company) who originally made the payment to Farheap.

9.2 The above mentioned right of withdrawal or cancellation under clause 9.1 is not valid for any of the following Products:

- For any Products manufactured according to the consumer's specifications or clearly designed according to the personal requirements or not suitable for sending back because of their quality structure or if they can deteriorate quickly or if their expiry date has passed.
- For the supply of audio recordings or video recordings or from computer software if they are unsealed following delivery.
- For the supply of newspapers, periodicals or magazines.
- For the service delivery of gaming, betting or lottery services.

10. Data Check, Data Protection

10.1 Farheap may collect various information about the Customer, including some or all of the following: name, gender, e-mail addresses, postal addresses, telephone numbers, fax numbers, organisation for whom an individual works, position, title, password, Internet protocol address, bank account information and payment card details. Farheap may also obtain information about the Customer by conducting credit checks. Farheap needs all of that information in order to allow the Customer to proceed with the order and to process the order, to collect payment, to detect any fraud or website abuses, and in case Farheap has any servicing queries.

10.2 Farheap may use data collected about users to send them other information about Farheap, its websites, products, promotions, services, newsletters, and anything relating to other companies in its group or its business partners. If a user would prefer not to receive any of that additional information as detailed in this paragraph (or any part of it), the user should send an appropriate e-mail to service@OvernightPrints.co.uk specifying which information he does not wish to receive.

10.3 Farheap may pass user details to other companies in its group, and it may also pass user details to its agents and subcontractors to assist Farheap with production and delivery of Products. Farheap may also exchange information with third parties for the purposes of fraud protection and credit risk reduction. It may further transfer its databases containing your personal information if it sells its business or part of it. Farheap may disclose data to third parties if required to do so by law. Farheap is not responsible for the privacy practices of third parties.

10.4 Any use of Farheap's website is subject to any other privacy policy on that website.

11 Positioning- and Printing Errors, Corrections

11.1 If either party is aware of any errors in typography or positioning before making the order, they will discuss it with the other party, who shall agree to the change if reasonable in the circumstances.

11.2 Farheap shall not be responsible for the correctness of the Customer's order or its changes. Any changes requested by the Customer must be in writing (or by email) and received by Farheap. If changes are submitted by email, the Customer is responsible for contacting Farheap by phone to ensure changes were received. Farheap assumes no responsibility for making any changes once it has already started to print the Products in the Customer's order.

12. Applicable Law, Designated Court

12.1 Except to the extent that any mandatory legal rights apply for the protection of consumers under English law, the relationship between Farheap and the Customer and anything else in relation to the contract between them shall be governed solely according to the law of Federal Republic of Germany under the exclusion of UN Convention on Contracts for the International Sale of Goods.

12.2 If the Customer is a business or it has generally no designated court inside the country or he shifts his residence in a foreign country after making an agreement or his residence would have not been known at the time of commencing of court proceeding, then the place of designated court for all sort of disputes between Farheap and the Customer in relation to the contract will be the place of Farheap (Dresden). However, Farheap also has right to pursue court proceedings against the Customer in the Customer's local or generally designated court.