



BUTTONORDER.COM — create your own button

Ketschendorferstr 82-84, 96450 Coburg, Germany, Tel. ++49(0) 95 61 / 853 248-0,
Owner: Bernd Albrecht, info@buttonorder.com

General terms and conditions

The contract partner for all orders within the offer of the company Tontopf, Ketschendorferstr. 82-84, 96450 Coburg, is the owner Bernd Albrecht (VAT DE 163449708), hereinafter called www.buttonorder.com

1. General

All business relations of the company Tontopf, hereinafter referred to as Contractor, are subject to the following Terms and Conditions. The wording of our Terms and Conditions is stored. Everybody is able to access and download our Terms on the web page of our online shop www.buttonorder.com at any time. For security reasons the concrete order data is not available online. We will use it only in order to carry out orders / business transactions and we will not disclose them to third parties without the Buyer's consent. Exempted hereof are our service partners who need this data in order to carry out the order (e.g. dispatch, etc.). All business transactions carried out via our online shop buttonorder.com are subject to the following Terms and Conditions. By placing an order, the Buyer agrees to having read and accepted our Terms. By clicking on the "Send order" button, the Buyer submits a legally binding order for the goods contained in his shopping basket. The order will be confirmed by e-mail immediately after it has been sent. We shall not accept and shall object to any replies derogating these terms with reference to the Buyer's own Terms unless something else has been confirmed by us in writing. The same applies to verbal subsidiary or supplementary agreements to the written contract.

2. Placing of orders, order acceptance and delivery periods

We accept orders from all over the world. The delivery periods stated online as well as in our offers or in the order confirmation shall in general be considered as non-committal (unless they have explicitly been fixed in written form) and shall correspond with the respective stage of planning and the selected option for the time of delivery. In case of non-compliance, an appropriate period of grace shall be granted to www.buttonorder.com. After effectless expiration of this period, the Buyer may revoke the contract. Up to that point in time, goods and services ordered and accepted by the Customer can be invoiced. Operational disturbances at buttonorder.com or at one of its service partners as well as failures due to cases of force majeure shall not entitle the Buyer to cancel the contract.

3. Delivery

Subject to section 2 deliveries can be expected within the delivery period selected and ordered by the Customer. The Contractor shall not be liable for failing to meet these delivery dates unless delivery on a due date has been ensured to the Buyer explicitly and in writing. The date of delivery shall be met as soon as the commissioned forwarding agent has attempted and undertaken delivery.

3.1. Period of Express Delivery

The delivery period for orders containing an express delivery period is 3 working days after receipt of the order. For express deliveries we charge a supplement of 20 % on the net value of the merchandise. In this case, we will only accept the following methods of payment: payment by direct debiting, cash on delivery. In addition, the force majeure and operational disturbance clauses mentioned in section 2 shall apply.



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4. Execution of orders

All orders are carried out by buttonorder.com based on the artwork delivered or transmitted by the Customer unless something else has expressly been stipulated in writing. This artwork has to be provided in the default format specified in our data sheet which can be looked at on our web page www.buttonorder.com at any time. We cannot guarantee faultless performance if other file formats are used unless the format has been approved by buttonorder.com explicitly and in writing. The Buyer is fully liable for the completeness and correctness of this data. This shall also apply in the event of data transmission or data medium errors for which we are not responsible. In case the data is not provided as agreed on time and printable according to the specifications of the Contractor, delays may arise. As a free service we offer to check the artwork forwarded to us for printability (bleed, dpi, color mode, format, etc.). This shall not apply for the contents of the artwork. On demand of a fee required correction print via post the achievement will be relocated till the customer agrees with the result. The elapse time for the order start with the day of the acceptance. The data back up is within the sole responsibility of the Buyer. Buttonorder.com is entitled to make copies.

5. Payment

The prices stated on our web page are valid subject to the condition that the underlying order data will not change. Shall a consignment, for reasons the Customer is accountable for, be dispatched once again at the request of the Customer, the Customer shall be charged with the costs arising hereby. Payment can be effected as follows:

- Payment in advance
- PayPal (paypal@buttonorder.com)

The invoiced amount shall be transferred to the account

Account no. 92321488

Bank identification number 78350000 at

Sparkasse Coburg – Lichtenfels.

IBAN: DE1578350000092321488

BIC: BYLADEM1COB

Production shall be launched immediately after receipt of the payment. In the event of effective cancellation of an order by the Customer, the Customer shall pay all production costs incurred up to the point of effective cancellation.

6. Prices

The prices published in our online shop are always kept up to date and are valid for each order as long as the indicated order data remains unchanged, at the most however for one month after receipt of an order.

7. Advertising

Buttonorder.com reserves the right to keep sample copies of the order and to forward these as a quality sample to third parties; as well as to attach where applicable an imprint in form of a press cut to the reverse side or to the carrier material unless expressly otherwise desired by the Customer. In addition, we reserve us permission to use the graphic of the printed poster for reference purposes, for instance, on our web page. Each Customer ordering at our online store will automatically be entered into the “Buttonorder.com” newsletter with the email address he or she indicated. However, it is possible to unsubscribe from the newsletter online. This is also explained in the newsletter itself.



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8. Warranty

At any rate, the Customer shall be responsible for reviewing the data delivered and the data provided to see whether contract specifications are met. Complaints due to apparent defects shall be made by the Customer in writing and within a three-day-period starting with receipt of the goods; otherwise, the assertion of warranty claims shall be impossible for the Buyer. To meet the deadline timely mailing shall suffice. In case of justified complaints, the Customer may demand as supplementary performance, at his option, the removal of the defect or replacement delivery. We may refuse the form of supplementary performance chosen by the Buyer if such performance is possible only with unreasonable expense and if the defect could be remedied by the other form of supplementary performance without material detriment to the Buyer. If entrepreneurs are involved, we shall choose to warrant for material defects in the first instance by removing the defect or by effecting replacement delivery. In any case, supplementary performance shall be limited to the value of the order. The same shall apply to cases of justified complaints regarding the removal of the defect or the replacement delivery. In case of omission or failure of removal of the defect or replacement delivery, the Customer may however withdraw from the contract. Warranty for consequential damages caused by material defects shall be excluded. The delivery of goods that are defective in part, shall not entitle the Buyer to make a complaint regarding the entire delivery unless partial delivery is verifiably of no interest to the Customer. The Contractor's liability for deviations concerning the quality of the material used shall be limited to the value of his own claims against the respective sub-suppliers. In such a case, the Contractor shall be relieved of his liability, if he assigns his claims against the sub-suppliers to the Customer. The Contractor shall assume the liability of a guarantor as far as claims against the sub-supplier do not exist through fault of the Contractor or if such claims are not enforceable. If the data provided by the Customer does not meet the specifications of www.buttonorder.com, we reserve us the right to modify the data in such a way it will become printable. This is no reason for complaint. A deviation in the distance between the border of the motive and the frame of the button of 8% of the button diameter or color deviations of the print result of up to 10% shall not be a reason for complaint either.

9. Intellectual Property Rights

The Buyer shall be solely liable in cases in which third-party rights, in particular intellectual property rights, are violated by the execution of his order. The Buyer declares that he possesses the required rights (e.g. right of reproduction) regarding the data he delivered or transmitted. Concerning the infringement of the aforementioned rights the Buyer shall indemnify us from all third-party claims.

10. Reservation of Title

We shall retain title to the supplied goods until all claims arising from the delivery contract are settled in full. If the Buyer is an entrepreneur, a legal entity, or a special fund under public law, the goods delivered shall remain the property of our company until all claims deriving from the business relationship have been paid by the contracting entity.



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11. Trade Customs and copyright Ownership

All creative services ,in particular those regarding graphic designs, logos and word marks, layouts, etc., which we have performed on order will be charged extra and we will reserve all associated rights. By settling the invoice, the Customer only pays for the performance itself, whereas he does not acquire any intellectual property rights, as in particular the right of reproduction. By written agreement, the right of utilization and reproduction can be conferred upon the Customer or third parties for value. In this case, the transfer of the ownership to the Customer or third parties is subdue to the payment of the stipulated remuneration.

12. Data Protection

Your data that we store is treated confidentially and will merely be stored and maintained to the extent necessary for carrying out your order. Your data will NOT be disclosed to other companies for advertising or marketing research purposes.

13. Place of Jurisdiction

The exclusive Place of Performance and Jurisdiction for all claims arising from this business relationship shall be Coburg, Germany.