

§ 1 General

Vispronet® is a brand and enterprise of Sachsen Fahnen GmbH & Co. KG and Flag Alliance®.

The following provisions apply to all business transactions of Sachsen Fahnen GmbH & Co. KG, Sachsen Fahnen GmbH & Co. KG, Am Wiesengrund 2, 01917 Kamenz, Germany (the reinafter referred to as Vispronet®) is the sole contractual partner for all legal transactions. Any general terms and conditions that oppose or differ to these provisions are not recognised. Their validity is simultaneously not recognised. Side agreements shall be effective only if they have been confirmed in text form in advance. Merchants within the meaning of the provisions below are only those as defined in section 14 BGB [German Civil Code]. In contrast, consumers are only those as defined in section 13 BGB.

§ 2 Offer and contract conclusion

- (1) The order generated by the customer initially represents, until a potential cancellation, a binding offer to Vispronet® for the conclusion of a purchase agreement regarding the goods contained in the shopping cart.
- (2) On sending in the order, the customer recognises as decisive the terms and conditions applicable to the online shop.
- (3) Vispronet® shall then confirm receipt of the order placed by the customer by means of the direct order confirmation in the online shop displayed directly to the potential customer. However, this does not represent acceptance of the contractual offer made by the customer by Vispronet®. Its purpose is merely to notify the customer that the order and its details have been received by Vispronet®. The declaration of the acceptance of the contractual offer shall take place immediately, but no later however than 48 hours by means of an order confirmation sent by e-mail to the customer.
- (4) The drawings, images, dimensions, and weights listed in the online shop describe the significant characteristics of the goods and service. Any deviations arising due to legal regulations or that represent technical improvements, as well as replacement by equivalent products, are permitted if the usability for the contractual purpose is not negatively affected and if its use is also reasonable for the other contractual party taking into account the interests of the user.
- (5) Only if the customer is a merchant, the following applies: For orders with delivery to third parties and/or on the account of third parties, both the ordering party as well as the third party and/or the invoice recipient shall be regarded as the customer of Vispronet®. In such a case, the ordering party warrants that it has the consent of the further contractual partner for such an order, including on its account.
- (6) Only if the customer is a merchant, the following applies: Should the ordering party request a subsequent change to the invoice to another invoice recipient, this shall mean the tacit joint liability of this invoice recipient. If such an order is issued, the ordering party likewise warrants tacitly that the invoice recipient has given its consent thereto.
- (7) The contract is concluded exclusively in the German language. The law of the Federal Republic of Germany applies to the contract. Irrespective of the aforementioned choice of law, consumers who are generally resident abroad may always appeal to the law of the country of their habitual residence, in which no deviations to this law may be made by agreement in accordance with the national regulations.
- (8) After conclusion of contract, the customer shall have no claim to change their order details. However, if Vispronet® nevertheless accepts the change request, additional costs may arise for the customer.
- (9) Vispronet® reserves the right to reject orders and to terminate concluded contracts extraordinarily and immediately if it is evident from the content of the print data provided that the German and European legal system or ethical principles are infringed.
- (10) Vispronet® reserves the right of ownership and copyright in all the offers and quotations submitted by same as well as drawings, images, photographs, prospectuses, catalogues, samples, models, other documents and tools made available to the customer. The customer may not make these items accessible or make them known to third parties, or use or duplicate them itself or by means of third parties, either in whole or in part, without the express consent of Vispronet®. At the request of Vispronet®, the customer shall return these items in full to same and destroy any copies made if they are no longer required in the ordinary course of business or if negotiations do not result in the conclusion of a contract.

§ 3 Prices and price changes

- (1) The prices valid at the time of the order shall apply.
- (2) All the prices mentioned in general apply under the proviso that the order data used in the offer shall remain unchanged and that the printable data shall be transmitted. Printable data are only those that meet the requirements of the website of Vispronet® under the menu item "Print data".
- (3) The prices mentioned on the product pages are provided both as gross prices (incl. statutory VAT) and net prices (excl. statutory VAT). However, they do not include any shipping prices, in particular for freight, postage, insurance, customs duties, packaging and suchlike. The costs for packaging and shipment shall be invoiced separately and borne by the customer. They are shown separately.
- (4) Only if the customer is a consumer does the following apply, if their cancellation right is exercised (sections 355 et. seq., 312g (2) sentence 1 BGB): If a cancellation right pursuant to section 312g (2) sentence 1 BGB exists, the customer shall bear the direct costs of the return of the goods. The costs are estimated to amount to a maximum of approx. 500 euros per pallet. You shall be charged for any loss in value of the goods only if there is loss in value as a result of unnecessary handling of the goods on your part in checking the quality, characteristics and functioning of the goods.
- (5) Additional costs arising due to subsequent changes arising at the request of the customer shall be invoiced additionally by Vispronet®. Subsequent changes shall also include repeats of trial prints that the customer requests due to minor changes to the template.
- (6) Further costs shall arise in the optional professional data check that already includes a 15-minute rework period. Any further rework period shall be invoiced additionally.
- (7) Should the delivery method be changed from Standard to Express or Overnight, this shall incur additional charges which may result in higher product prices and higher shipping costs. In addition, for deliveries to another EU country or a non-EU country, additional costs or shipping costs and customs duties may arise (see clause 4 Payment).
- (8) Unless agreed to otherwise, delivery shall only be made between 08h00 and 20h00. Should the customer not be present at the delivery address, the costs for a second and third delivery shall be additionally invoiced to the customer if additional costs arise as a result for Vispronet®. Likewise, the costs for returns where delivery cannot be made shall be invoiced separately if it is the customer's fault that the delivery cannot be made.

§ 4 Payment

- (1) The available payment methods selected shall be communicated to the customer in the order process.
- (2) Unless the payment method stipulates otherwise, payment shall be made immediately after receipt of the order confirmation without deduction to an account provided (clause 10 (2) of these Terms and Conditions apply analogously).
- (3) With the exception of the "Invoice" payment method, the customer's account shall be debited immediately on conclusion of the order, but no later, however, than the sending of the order confirmation. Invoices shall be provided to the customer in electronic form (PDF file). They shall be sent as an attachment by email.
- (4) If the customer is a merchant with registered offices in another EU country, i.e. in the remainder of the Community area, and if the customer has a valid value-added tax identification number (hereinafter referred to as VAT ID number), the invoice shall be issued without VAT. If the customer is a merchant with registered offices in a non-EU country, i.e. in a third-country area that is not Germany and not another EU country, the invoice shall be issued without VAT if the delivery by Vispronet® is made directly abroad or if the customer proves that the goods will be taken abroad. The merchant shall be responsible for the unpaid tax if an incorrect VAT ID number is provided.
- (5) If the customer is a merchant and has provided a valid VAT ID number on the order, the customer herewith expressly declares that the VAT ID number provided applies to all orders, including subsequent orders. The customer expressly warrants that the VAT ID number provided by same at the time of the order is valid. This applies until a written notification is provided to Vispronet® stating that the VAT ID number no longer applies. Should the VAT ID number be invalid, no tax-privileged delivery shall be made by Vispronet® to the customer. Any additional costs incurred by Vispronet® for notifying the customer regarding the invalidity of its VAT ID number and suchlike shall be refunded by the customer.
- (6) The customer may offset or exercise a right of retention only with uncontested or legally determined claims.

§ 5 Order documents, print data, storage, approval and inspection obligations

- (1) Vispronet® stores the text of the contract and sends the order details to the customer in an e-mail. Past orders may be viewed in the respective customer portal.
- (2) Vispronet® shall complete all orders on the basis of the print data delivered or transmitted by the customer unless agreed to otherwise in writing (e.g. by means of a mailed letter, fax or e-mail, by fax or by email). The data shall be delivered in the file formats and print data specified by Vispronet®. The contents of the data sheets must be observed and the spelling and page arrangements shall be checked. The customer shall be the sole bearer of the risk of any errors of the printed product as a result of incorrect print data. For deviating file formats, Vispronet® cannot guarantee the customer a fault-free service unless this format is approved by Vispronet® in writing. The customer shall be liable in full for the accuracy of these data even if there are errors in the data transmission or data media, but these are not the responsibility of Vispronet®.
- (3) The customer has two options to inspect their print data within the meaning of specifications by Vispronet® (see website of Vispronet® under the menu item "Print data") . In the context of the free, always included standard data check, the print data are only checked to ensure their general suitability for printing. In the context of the professional data check subject to an extra charge, the margin, special colours, line thickness as well as an extended check in respect of the quality of the print data are checked for an optimal print result. The precise extent of the standard and professional data check can be found on the website of Vispronet® under the menu item "Print data".
- (4) If the print data have errors, the customer shall be notified by email. The customer is then obligated to provide fault-free print data to Vispronet® immediately, however no later than four weeks, or to have Vispronet® produce printable print data subject to an extra charge (professional data check). If the customer does not comply with same, Vispronet® may cancel the order at its own discretion (section 10 (2) of these Terms and Conditions apply analogously).
- (5) In the event that documents are sent via a data medium or via the Internet, the customer shall use up-to-date antivirus programs prior to sending. The customer is liable for ensuring that the data media or files are free of computer viruses, Trojan horses, worms or similar damaging computer programs.
- (6) The data provided to Vispronet® to complete the order, in particular data on data media (CD, DVD, etc.) as well as other order documents are generally not returned to the customer unless a separate agreement has been made in this respect and regarding the associated additional costs.

- (7) In fact, all order documents in the form of production data are retained for a maximum of 365 days so that they can be used again should an order be repeated. However, the customer is not entitled to such retention. The customer shall be solely responsible for data backups.

§ 6 Advertising, naming references, right of use

- (1) The customer grants Vispronet® a right of use that is free of charge and unlimited in location and time to the specimen copies produced by Vispronet® at its own costs for the respective order.
- (2) This right shall not extend beyond Vispronet® retaining the specimen copies produced at its own costs after completion of the order as a sample and using same as a reference and, if applicable, also providing same to third parties for information at its own discretion and also without the express consent of the customer.
- (3) Use as a reference shall be limited to the naming, depiction and other representation of the specimen copies in various media and publications including the Internet.
- (4) This regulation shall not apply if the customer is a reseller or expressly prohibits the use of a specimen copy as a reference object. In this case, separate consent would be obtained by Vispronet® prior to use.

§ 7 Delivery and service dates, delivery area and instructions for use

- (1) Only if the customer is a merchant, the following applies: If the goods are shipped, the risk of deterioration and/or accidental loss of the delivery shall pass to the customer as soon as the shipment has been handed to the freight company, freight forwarder or other parties engaged with the execution of the shipment.
- (2) If the customer is a consumer, the risk shall only pass to same on handover of the goods.
- (3) Shipping to PO Boxes is not possible. Shipping to packing stations is only possible through the UPS Access Point™ selectable in ordering process.
- (4) The customer has the option of having the packaging used for the shipment disposed of free of charge by the disposal partner or directly by Vispronet®. The packaging may be returned to the company NERU GmbH & Co. KG, Neschwitz Str. 66, 01917 Kamenz, Germany.
- (5) The delivery dates provided by Vispronet® in the order include the internal production time as well as the external shipping time.
- (6) All information provided by Vispronet® regarding delivery times and delivery periods shall only apply if fault-free print data are provided by the customer in good time as well as for the payment method "Advance payment" subject to payment receipt.
- (7) Delivery periods shall mean working days from Mondays to Fridays, not Saturdays and Sundays as well as statutory public holidays at the registered offices of Vispronet®.
- (8) If delivery is to be made to multiple addresses, the shipment costs shall be calculated based on the number of shipment addresses specified.
- (9) Only one delivery period may be chosen for an order ("Standard", "Express" or "Overnight"). If there are multiple items in the shopping cart with different delivery periods, only the longest delivery period may be selected.
- (10) The customer is not entitled to a particular delivery period being available, in particular not for the "Overnight" shipment type. In addition, the "Overnight" delivery period is generally not offered in connection with the screen printing method.
- (11) Only if the customer is a merchant, the following applies: If the delivery period of Vispronet® that was expressly confirmed by Vispronet® in writing as binding is not observed, the liability for damages of Vispronet® shall be limited to the amount of the value of the order. Any further claims of the customer are excluded unless the exceeding of the delivery period that was confirmed in writing as binding is due to an intentional or grossly negligent violation of a duty of Vispronet®. The customer's right to prove higher damages and the option of Vispronet® to prove lower damages remain unaffected hereby. The same applies to the right of the participants to cancel the contract. Only if the customer is a merchant, the following applies: If the agreed delivery date is exceeded, the customer may withdraw from the contract and/or demand compensation for damages in lieu of performance after the expiry of a grace period of 14 days to be set by same for performance or subsequent performance. Should there be delays or should it become impossible to produce or deliver as a result of circumstances beyond the control of Vispronet®, Vispronet® shall not accept liability. Such circumstances shall, in particular, include changes as well as missing or late handover of the required print data, documents and drawings. Furthermore, operational interruptions – both at Vispronet® as well as at its suppliers or freight forwarders – e.g. strikes, lockouts as well as all other cases of force majeure shall be included in these circumstances.
- (12) Only if the customer is a merchant, the following applies: In commercial transactions Vispronet® shall have a right of retention pursuant to section 369 HGB [German Commercial Code] in the print templates, manuscripts, raw materials and other items provided by the customer, even in the case of expressly agreed retention and/or return of these items of the customer, until full satisfaction of all the claims arising from the business relationship.
- (13) With the exception of certain countries, delivery shall be made worldwide. Furthermore, Vispronet® may also refuse delivery to a particular country or region if the delivery is refused by third parties (DHL, UPS, etc.). Further details can be found on the website of Vispronet® under the menu item "Shipment".
- (14) **Instructions of use**

The customer is solely responsible for reviewing and, if applicable, creating all the technical and legal requirements, in particular also the requirements under building law, for the use of the products of Vispronet®. Vispronet® accepts no liability whatsoever for the suitability of the products for the purposes intended by the customer unless Vispronet® is responsible for any grossly negligent or intentional conduct. Vispronet® shall not accept liability if the specific conditions of use are not adhered to by the customer or if the respective product is improperly or inappropriately installed by the customer unless Vispronet® is responsible for any grossly negligent or intentional conduct. The products of Vispronet® are subject to various weather and environmental influences, in particular when used outdoors. These, and the type of product (e.g. area, material, manufacture, installation technology) have a decisive influence on the requirements for proper and safe use of the respective product as well as, in particular, its durability. Likewise, no guarantee for rust-free chrome parts can be given for use outdoors. For this reason, to reduce the aforementioned uncertainties Vispronet® recommends consulting a designer familiar with the local circumstances and weather conditions. In general, the customer should request the manufacturing and installation recommendations of Vispronet® prior to placing an order. The product guarantee provided by Vispronet® is limited to the tensile strength, lightfastness and washability that is limited in time, under laboratory conditions respectively.

§ 8 Reservation of title

- (1) The supplied goods remain the property of Vispronet® until payment has been received in full.
- (2) Only if the customer is a merchant, the following applies: The customer may resell the goods subject to a retention in title in the ordinary course of business only if this does not worsen its financial situation. The customer assigns to Vispronet® its claims and ancillary rights arising from the resale of the goods subject to a retention in title. For the assertion of a claim, the customer shall provide Vispronet® with all the required information and permit review of this information.
- (3) Only if the customer is a merchant, the following applies: In the event of conduct by the customer in breach of the contract – in particular in the event of payment default – Vispronet® is entitled to withdraw from the contract and to demand return of the goods subject to a retention of title.
- (4) Only if the customer is a merchant, the following applies: In the handling or processing of goods delivered by and in the ownership of Vispronet®, Vispronet® is regarded as a manufacturer pursuant to section 950 BGB and shall retain ownership of the products at all times of processing. If third parties are involved in the handling or processing, Vispronet® is limited to a co-ownership share in the amount of the invoice value of the goods subject to a right of retention. The property acquired in such a manner is regarded as goods subject to a retention of title.

§ 9 Guarantee

- 9.1 Only if the customer is a consumer, the following applies:
 - (1) All goods in the online shop of Vispronet® are covered by statutory guarantee rights.
- 9.2 Only if the customer is a merchant, the following paragraphs 1 to 13 apply:
 - (1) The prescription period for the customer's guarantee rights shall be one year from the date of delivery or, if acceptance is required, from acceptance. This reduced limitation period does not apply to cases where Vispronet® is liable on account of intent or gross negligence or in cases in which a defect was fraudulently concealed or a guarantee for the characteristics of the goods was taken over. It also does not apply in the case of a liability of Vispronet® for harm to life, body or health and also not in the case of a liability for other damages to the extent these other damages are based on an intentional or grossly negligent violation of a duty of Vispronet® or its vicarious agents.
 - (2) The customer or a third party determined by same shall carefully inspect and ensure that the goods are in conformity with the contract immediately after receipt. Transport damages must be asserted with the freight forwarder immediately or, if this is not possible, Vispronet® must be notified in writing (e.g. by means of a mailed letter, fax or e-mail). The goods shall be regarded as approved as defect-free if Vispronet® does not receive a complaint concerning obvious defects within eight days from receipt of the item of delivery in writing (e.g. by means of a mailed letter, fax or e-mail).
At the request of Vispronet® the item of delivery in question, including the packaging, shall be ready for inspection at the customer's premises or sent back to Vispronet®. Packaging identified as having transport damages shall be retained as proof.
The aforementioned inspection obligation also applies to the correction of pre- and intermediate products, in particular including galley proofs and suchlike made available in writing or electronically. The risk of any errors shall pass to the customer on approval of the printing or production unless the errors arose during or could only be identified in the subsequent production process and were caused by Vispronet®'s gross negligence or malice. The same shall apply to all other approval declarations provided by the customer.
 - (3) In the event of a justified complaint, Vispronet® has the right to subsequent improvement or to deliver a defect-free replacement. In this case, Vispronet® shall pay for the necessary costs of the most cost-effective means of shipment. This does not apply if the costs increase due to the item of delivery being at a different location than that for the contractually intended use. If subsequent performance has failed multiple times or if any impossibility, unreasonableness, refusal or undue delay of the subsequent improvement or replacement delivery has come about, the customer shall have the right to reduce the purchase price appropriately or to withdraw from the contract. In all manufacturing processes, minor deviations from the original shall not be regarded as cause for complaints. This applies in particular to minor colour deviations between two or more orders, minor colour deviations compared to an earlier contract, minor colour deviations between individual prints within one order, and minor deviations in dimensions. The same applies, for technical reasons, to a comparison between other templates and the end product.

- (4) Vispronet® shall only be liable to the amount of the value of the order for deviations in the quality of the material used. Any further claims of the customer are excluded unless the incorrect quality is due to an intentional or grossly negligent violation of an obligation of Vispronet®. The customer's right to prove higher damages and the option of Vispronet® to prove lower damages remain unaffected hereby. The same applies to the right of the participants to cancel the contract. The liability shall not apply if the customer provides the material.
- (5) If the customer does not order a reliable colour printout and/or print prepared by Vispronet®, Vispronet® shall have no liability with respect to the reliability or authenticity of the colour. Claims for returns in this connection will not be recognised.
- (6) Defects in part of the delivered goods shall not constitute an entitlement to assert a complaint for the entire delivery.
- (7) Excess or short deliveries of +/- 10% of the ordered goods shall be accepted, insofar as the deviation is minor, does not represent a defect and a complaint can therefore not be asserted, unless expressly agreed to otherwise contractually.
- (8) Deviations in dimensions in terms of width or length of +/- 5% are caused by the technical production process. They therefore do not constitute a defect and are therefore not a reason for complaint.
- (9) The guarantee is excluded if the customer disregards the care and installation instructions or the instructions for use (see section 7 (14)) for the goods provided to the customer or modifies the goods supplied, or has same modified by third parties, without the consent of Vispronet®.
- (10) A delivery agreed with the customer in the individual case of used goods shall be made under the exclusion of any guarantee.
- (11) All templates provided to Vispronet® shall be handled with care. Vispronet® shall only assume liability up to the value of the material in the event of damages or loss. Any further claims are excluded unless the damage or loss is due to an intentional or grossly negligent violation of a duty of Vispronet®. The customer's right to prove higher damages and the option of Vispronet® to prove lower damages remain unaffected hereby.
- (12) Furthermore, Vispronet® provides no guarantee for grammatical and/or typesetting errors due to faulty data provided by the customer.
- (13) Customary wear of the goods due to use shall not represent a reason for complaint.

§ 10 Withdrawal and termination

- (1) Should the customer fail to cooperate and in particular fail to supply printable documents, Vispronet® shall be entitled to determine an appropriate period to complete the action associated with the declaration that the contract shall be cancelled if the action is not taken by the end of the period. If the period given to the customer should expire without the customer taking action, the customer shall be notified separately regarding the cancellation of the contract. Vispronet® remains free to assert claims for replacement or damage compensation.
- (2) Following the approval of the print data or production, the manufacturing process is no longer reversible. Free cancellation of the customer's order is therefore no longer possible after this time. (Details regarding the status and progress of the order can be found on the customer portal.) The customer is obligated to pay the remuneration owed to Vispronet® in the context of the order placed. However, Vispronet® must allow the deduction of any expenses saved by the customer's termination of the contract. For the latter, the customer bears the burden of representation and, if applicable, proof.
- (3) Vispronet® is entitled to terminate the contract immediately if insolvency proceedings have been applied for over the assets of the customer or if the customer has provided an affirmation in lieu of oath.

§ 11 Liability and compensation for damages

Only if the customer is a merchant, the following paragraphs 1 to 3 apply:

- (1) Claims for compensation for damages and expenses by the customer are excluded unless determined otherwise in these Terms and Conditions. The aforementioned exclusion of liability also applies to the statutory representatives and vicarious agents of Vispronet® if the customer asserts claims against same.
- (2) Claims for compensation for damages and expenses due to death, injury and impaired health as well as damage claims arising from the violation of major contractual obligations are excluded from the aforementioned exclusion of liability. Major contractual obligations are obligations the fulfilment of which are necessary to attain the objective of the contract, e.g. Vispronet® shall provide the customer with the item free of material defects and defects in title and give title to the customer. The exclusion of liability also does not include liability for damages based on an intentional or grossly negligent violation of a duty by Vispronet®, its legal representatives or vicarious agents. In this respect, Vispronet® is liable only for the direct damages typical of this type of contract and foreseeable for this type of product.
- (3) The regulations of the German Product Liability Act (ProdHaftG) remain unaffected thereby.

§ 12 Statute of limitations

With the exception of claims arising from intentional acts, the customer's claims for guarantee and damage compensation shall lapse within one year from acceptance. Contracts with consumers within the meaning of BGB are not affected by the aforementioned prescription regulations. The statutory prescription periods apply in this case.

§ 13 Commercial practice

The commercial practices of the printing industry (e.g. and no duty to surrender intermediate products such as data, litho or printing plates prepared for the manufacture of the end product owed) shall apply to commercial transactions unless different agreements have been made.

§ 14 Industrial property rights and copyright

- (1) The customer warrants that it is the owner of all rights of use, in particular the right to duplicate and reproduce the print data provided by same to Vispronet®. The customer shall be exclusively liable if it violates any such rights of use or if the execution of an order violates third-party rights, in particular copyright, trademark, patent rights or rights of use based thereupon. The customer indemnifies Vispronet® of all claims based on claims asserted in this respect against Vispronet® by third parties.
- (2) Vispronet® retains the copyright to all the creative services, in particular graphic drafts, pictures, texts, layouts, etc. provided by Vispronet®. With the fee for this work, the customer only pays for the work provided but not the granting of rights to the intellectual property, in particular not the right to further use and duplication of the creative service created by Vispronet®. The right to unrestricted use of the copyright of Vispronet® based hereupon can only be transferred to the customer or a third party for a fee. However, in all cases, this requires a separate agreement in writing between the customer and Vispronet®.
- (3) Furthermore, all notifications, graphics and the layout of the website of Vispronet® serve solely for the information of the customer. Use thereof is at the customer's own risk. Vispronet® and all the therewith associated representations, images, program codes and parts thereof are the sole property of Vispronet® and, as such, enjoy copyright protection. All other trademarks, product names and company names or logos mentioned on all other websites of Vispronet® are the sole property of the respective trademark proprietor.

§ 15 Final provisions (place of performance and place of jurisdiction)

- (1) The following applies only to merchants, business people and legal entities under public law or special assets under public law: The place of performance and place of jurisdiction for all disputes arising from the contractual relationship shall be the place of the registered offices of Vispronet®, Am Wiesengrund 2, 01917 Kamenz, Germany.
- (2) If the customer is a consumer, the legal regulations apply. However, if the customer has no domicile within the European Union, the place of the registered offices of Vispronet®, Am Wiesengrund 2, 01917 Kamenz, Germany shall apply as the place of performance and therefore place of jurisdiction.
- (3) Should the contract or these General Terms and Conditions contain regulatory gaps, the parties shall, to fill these gaps, agree to legally valid regulations that the contractual partners would have agreed to in accordance with the economic objectives of the contract and the purpose of these General Terms and Conditions had they been aware of the regulatory gap.
- (4) Should any of the provisions of these General Terms and Conditions or a provision in the context of other agreements be or become invalid or unenforceable, this shall not affect the validity of the remainder of the provisions.

§ 16 dispute settlement

- (1) Alternative dispute settlement of section 14 (1) of the ODR and section 36 of the VSBG: the European Commission provides a platform for online dispute resolution which can be found at <https://ec.europa.eu/consumers/odr/>. We are not obligated or willing to participate in a dispute settlement procedure before a Consumer Arbitration Board.

§ 17 Information on the contractual partner

The website of Vispronet® is operated by Sachsen Fahnen GmbH & Co. KG. Sachsen Fahnen GmbH & Co. KG is the contractual partner for all legal transactions concluded through the website.

Address: Vispronet® · Sachsen Fahnen GmbH & Co. KG
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General partner: Sachsen Fahnen Verwaltungs GmbH
Commercial register: Dresden Local Court HRB 12291
Name of company: Sachsen Fahnen GmbH & Co. KG

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