

GENERAL TERMS AND CONDITIONS OF FONTWERK GMBH

- 1 Definitions;
Validity and Amendment
of the General Terms and
Conditions
- 1.1 Fontwerk GmbH, Prenzlauer Allee 186, 10405 Berlin, Germany (“Fontwerk”) is a publisher for exclusive fonts and a service provider for tasks related to type design and font engineering. Fontwerk operates a webshop for fonts (“Webshop”) on the website www.fontwerk.com, where licenses for the use of font software (“Fonts”) can be purchased.
- 1.2 The “Customer” is the entrepreneur or consumer who places the order, whether to purchase or test the fonts. Customers are consumers if the purpose of the ordered deliveries and services cannot be predominantly attributed to their commercial or self-employed professional activity. On the other hand, an entrepreneur is any natural or legal person or partnership with legal capacity who, when concluding the contract, acts in the exercise of their commercial or independent professional activity.
- 1.3 For the purchase, testing and use of fonts via the webshop, these Terms and Conditions apply in conjunction with the End User License Agreement for the use of the fonts (“[EULA](#)”).
- 1.4 The General Terms and Conditions are considered as agreed upon with the dispatch of the order by the Customer, as far as the Customer does not contradict them immediately after reading the General Terms and Conditions. They shall also apply if the customer uses General Terms and Conditions and these contain terms and conditions that contradict or deviate from the General Terms and Conditions listed here. Exceptions to this require a clear written confirmation by Fontwerk. A counter-confirmation by the Customer with reference to their general terms and conditions is hereby expressly contradicted.
- 1.5 Fontwerk reserves the right to amend the General Terms and Conditions for factual reasons (e.g. changes in the law or jurisdiction, changes in economic circumstances or the business model). The Customer will be notified in writing of such changes before they come into force. If the customer does not object in writing within six weeks of notification, the changes are deemed to be accepted.
- 2 Conclusion of Contract;
Delivery
- 2.1 The ordering of fonts, whether for purchase or testing, is done via the website. Registration is not required, but it is possible and recommended to create a Customer account (“Account”).
- 2.1.1 If Customers order without registration, only the email address and the selected payment information must be provided. If Customers (consumer or entrepreneur) maintain their place of residence or business outside the EU, it is also mandatory to provide the full name and address. The same applies to business Customers (entrepreneurs) with their place of residence within the EU but outside of Germany,

whereby for these Customers the indication of the EU-VAT-ID is additionally required.

- 2.1.2 Customers have the possibility to purchase the license for a third person or legal entity. In this case, the full name and address must be given in relation to the respective licensee.
 - 2.1.3 Even when setting up an account, Customers are only obliged to provide their email address.
 - 2.1.4 All information must be correct and truthful and must be updated by the Customer without delay in the event of changes.
 - 2.1.5 Customers are responsible for ensuring that the email address provided by them when ordering is free of errors, has been correctly configured (e.g. with regard to spam filters) and that their email account has the necessary free storage space.
 - 2.2 The fonts offered by Fontwerk, their scope of use and the respective prices are shown on the website. Customers can select the font(s) and the scope of use according to the license models offered and add them to their shopping cart for purchase. The “Enterprise” and “Logo” license models are merely advertised on the website. These licenses cannot be purchased via the webshop, but only by individual contract. A corresponding request must be sent to the email address stored here. Trial Fonts are offered for download via the corresponding button.
 - 2.3 By pressing the buttons “Checkout” and then “Proceed to Payment” (“Get Free Trials”/“Get Trial Fonts” respectively), Customers will be asked to provide their email address and the corresponding payment information, depending on the selected payment method.
 - 2.4 By pressing the button “Pay (amount) Now” the Customer makes a binding offer to order the fonts in the shopping cart. The Customer accepts the validity of these General Terms and Conditions as well as the EULA.
 - 2.5 A link to download the purchased fonts is then immediately made available to the customer on the website. By subsequently sending an order confirmation to the email address provided by the Customer, Fontwerk accepts the offer and the contract for the use of the fonts (“Usage Agreement”) is concluded.
 - 2.6 The customer receives the invoice with the order confirmation. Furthermore, the fonts purchased are made available to him again for download via a temporary link for a period of one week (delivery).
 - 2.7 Customers can view and download these Terms and Conditions as well as the EULA on the website both before and after placing an order. They are also sent with the order confirmation.
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- 3 Rights of Use;
Test Fonts (“Trial Fonts”)
 - 3.1 Customers acknowledge that the fonts, including all copies, are subject to copyright protection. Fontwerk remains the exclusive owner of all copy rights, licenses, trademarks, property and other rights.

- 3.2 By ordering a font, the customer acquires the license to use the font to the extent depending on the selected license model. The rights of use in detail are determined by the EULA.
- 3.3 Even if the “Trial” License model is selected for test purposes, the ordering process is governed by Section 2. of the General Terms and Conditions. The Trial fonts are not free fonts or open source software. Rather, the Customer is granted a corresponding license. The scope is described in detail in the EULA.
- 3.4 Fontwerk would be very much obliged to the Customer if Fontwerk and the name of the font would be mentioned in the imprint or colophon of all publications and if possible linked. There is no obligation to do so.

4 Information on the Statutory Right of Withdrawal for Consumers

As a consumer, you have a legal right of revocation when concluding a contract with Fontwerk by way of a so-called distance selling transaction, about which we will inform you in accordance with the legal sample below (1). We explain the consequences in paragraph 2, exceptions to the right of withdrawal or its expiration are regulated in paragraph 3. Paragraph 4 contains a sample revocation form.

4.1 Right of Withdrawal

You have the right to revoke this contract within fourteen days without giving reasons. The revocation period is fourteen days from the date of conclusion of the contract. In order to exercise your right of revocation, you must inform us (Fontwerk GmbH, Prenzlauer Allee 186, 10405 Berlin, Germany) by means of a clear statement (e.g. a letter sent by post or email) of your decision to revoke this contract. You can use the attached sample revocation form, which is not mandatory. In order to comply with the revocation period, it is sufficient to send the notification of the exercise of the right of revocation before the end of the revocation period.

4.2 Consequences of Revocation

If you revoke this agreement, we shall reimburse you for all payments we have received from you, including delivery costs (with the exception of the additional costs resulting from the fact that you have chosen a different method of delivery from the cheap standard delivery offered by us), immediately and at the latest within fourteen days of the day on which we receive notification of your revocation of this agreement. For this repayment we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment.

4.3 Sample Revocation Form

(If you want to cancel the contract, please fill out this form and send it back to us: Fontwerk GmbH, Prenzlauer Allee 186, 10405 Berlin, Germany; [email](#))

I*/we* hereby revoke the contract concluded by me*/us* for the purchase of the following products*/services*

- Ordered on*/received on*
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only in case of communication on paper)
- Date

* Delete as applicable.

5 Prices and Payment	5.1 Unless otherwise stated, the prices quoted in the webshop offer and in the shopping cart during the purchase process are net prices, without consideration of the respective valid legal sales tax. The total price, including the applicable VAT, is displayed in the shopping cart at the end of the purchase process, before the chargeable order is placed.
	5.2 Fontwerk's claim for remuneration arises upon conclusion of the contract.
	5.3 For payment, the customer can use the payment methods indicated on the website during the ordering process, which are processed by external payment service providers.
6 Warranty	6.1 Fontwerk shall be liable for defects in accordance with the applicable statutory provisions. Warranty claims regarding the artistic design are excluded.
	6.2 Complaints about obvious defects must be made in writing within 14 days of delivery. The timely dispatch of the notice of defects shall be sufficient to comply with the deadline.
	6.3 Fontwerk has to remedy defects at its own discretion by repair or replacement within the Fontwerk's deadline (subsequent performance). If Fontwerk delivers a replacement, the customer is obligated to delete the font software that has been reported as defective from all devices or data carriers. This must be proven accordingly at the request of Fontwerk.
	6.4 The assertion of warranty claims against entrepreneurs is limited to 12 months from delivery. The limitation of the warranty does not apply to the absence of warranted characteristics or fraudulent intent.
7 Liability	7.1 Fontwerk is only liable for damages caused by it or its vicarious agents in the case of intent and gross negligence. Otherwise, it shall only be liable for slight negligence if an obligation is violated, the observance of which is of particular importance for the achievement of the purpose of the contract (cardinal obligation). Of particular importance are those obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the Customer may rely. This liability is limited to foreseeable or typical damages.

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| | <p>7.2 Contractual liability claims by entrepreneurs shall become statute-barred one year after the start of the statutory limitation period.</p> <p>7.3 The limitations of liability do not apply in the case of intent and gross negligence on the part of Fontwerk or its vicarious agents as well as for the absence of warranted characteristics, fraudulent intent, injury to life, limb or health or liability under the Product Liability Act.</p> |
| <p>8 Data Protection; Consents</p> | <p>8.1 Customers confirm that they have taken note of the information on data processing provided by Fontwerk.</p> <p>8.2 Insofar as personal data of third parties are affected, such as when purchasing a license for a third party, the Customer shall ensure that all affected persons who have taken note of information on data processing from Fontwerk and have submitted any necessary declarations of consent.</p> <p>8.3 Customers confirm that personal data transmitted to Fontwerk by them or at their instigation by third parties has been collected and processed in accordance with the relevant provisions of data protection.</p> |
| <p>9 Miscellaneous</p> | <p>9.1 The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods. This applies to consumers only insofar as the protection granted by mandatory provisions of the law of the state of the consumer's habitual residence is not withdrawn. The English version provided is for information purposes only and is not part of the legal transaction. In case of discrepancies between the German and the English version, only the German version shall apply.</p> <p>9.2 If the Customer is an entrepreneur, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from contractual relationships between the Customer and Fontwerk is the registered office of Fontwerk. Fontwerk is entitled, but not obliged, to file a suit at the Customer's place of business.</p> <p>9.3 The European Commission provides an Online Dispute Resolution (os) platform. This is available at ec.europa.eu/odr.</p> <p>9.4 Fontwerk does not participate in a dispute resolution procedure before a consumer arbitration board and is not obliged to do so.</p> |