

General Terms and Conditions

1. Delivery time for orders depends on the project and product and will be agreed to individually. We will inform you about delivery time after receipt of your order.

2. We are committed to protecting your privacy. Therefore, abiding by the requirements of applicable laws is a matter of course for us. Your data will not be given to third parties, we will not lease or rent your personal information to third parties for commercial use. Data you provide us with (name lists, excel lists, csv files) will be controlled by our data protection officer and will be deleted properly and completely after a certain storage time required for processing your order when the order is completed. This storage time is needed to handle complaints, reproductions or other concerns after completion of the order. According to the requirements of applicable laws on protection of personal data, all personal information provided by the customer will be collected, processed and used only to complete the customer's order and for the purpose of protecting our legitimate commercial interests with regards to information and support of our customers.

3. Limited right of withdrawal: Because our products are individual products made exclusively for the customer, customers do not have the right to complete withdrawal of their order. The client will be charged with all expenses that have arisen before cancellation.

4. Finished products cannot be returned or exchanged because they are individual products made for the respective customer and because they cannot be resold or used otherwise.

5. The order shall be considered awarded and binding, once written confirmation, also by e-mail, has been provided by the customer.

6. By sending written confirmation, approving of data or choosing a product, customers assume full responsibility for the accuracy and completeness of their confirmed/approved products.

7. After written approval following the examination and verification of the samples/ designs as specified in the order by the customer, the customer shall pay the amount stated in full, without causing any expenses and costs to the account of AlphaPicture GmbH.
8. Corrections, reworking and alterations with regard to the order, delivery address or accounting will be separately charged after receipt of approval subsequent to checking the samples. Changes, additions or alterations of any nature subsequent to the order on the part of the customer are no grounds for claims and/or refunds.
9. Special requests with regard to delivery will be separately charged and shall be in relation to the arising costs.
10. AlphaPicture only allows for clear and visible defects that have been identified after delivery of the products and which can be attributed to AlphaPicture GmbH, provided that these defects have been brought to the notice of AlphaPicture GmbH within a period of five days (5 days). The defects must be specified in writing and the products returned at the same time. AlphaPicture GmbH reserves the right to examine the special claim in question.
11. AlphaPicture GmbH shall bear no liability whatsoever for damage to products which may arise after the said products have left the company premises.
12. In the event of damage, AlphaPicture assumes liability only to the amount of the order.
13. Improper use of AlphaPicture products will be prosecuted. Improper use includes: Use of AlphaPicture products for racist, extremist, pornographic or libelous purposes. Also false information on the number of copies, multiple use of individual pictures, use of pictures in media that have not been specified to AlphaPicture.
14. Rights of use are being granted only for the ordered products and the agreed number of copies. The number of copies, whether printed or sent via the internet or mobile is 1 (one). In other cases, the customer has to inform AlphaPicture GmbH about the number and size of copies he intends to publish – and AlphaPicture will allow him to do so – at an extra charge.

15. The pictures on the website myAlphaPicture.com are for private use only. The myAlphaPicture.com seal may not be removed from the pictures. Transgressions will be prosecuted and entail a supplementary claim as well as processing fees.

16. Commercial use of myAlphaPicture.com pictures has to be asked for and is subject to charges according to our price list. Transgressions will be prosecuted and entail a supplementary claim as well as processing fees.

17. The laws of the Federal Republic of Germany shall apply to both of the contracting parties.

18. The most recently published prices shall apply. By publishing the latest version of the price lists, all former versions shall lose their validity.

19. AlphaPicture's Terms and Conditions are written in the German language and translated into the English language. The German language version is valid and binding.

20. Exclusive place of jurisdiction for all legal proceedings arising out of or in connection with these Terms and Conditions shall be Erlangen - Germany.

Status as of May 29, 2017