



TERMS AND CONDITIONS

Welcome to Onlineprinters! The Onlineprinters.com website and services ("Services") are operated by Onlineprinters GmbH d/b/a "Onlineprinters.com" ("us", "we", "Onlineprinters", "Onlineprinters.com" or the "Company"). By registering for, accessing or using any page of our Site and/or registering with Onlineprinters.com, you understand and agree to be bound by these general Terms and Conditions. The Terms and Conditions constitute a legally binding agreement between you and Onlineprinters and govern any and all use of the Site by any and all users of the Site and any services offered therefrom. If you do not agree to all of the terms and conditions, please do not use (or continue to use) the site or any services offered or accessed through the site.

We reserve the right to change these Terms and Conditions at any time, provided that we will post the changes on this page and will indicate the date these terms were last revised. Your continued use of the Site after any such changes constitutes your acceptance of the new Terms of Use. If you do not agree to abide by these or any future Terms and Conditions, then do not use or access (or continue to use or access) the Site. If a change affects your legal rights as a user of the Services, we will attempt to notify you via email prior to the change's effective date; however it is your responsibility to regularly check the Site to determine if there have been changes to these Terms and Conditions and to review such changes.

1. Using the Site

1.1. ELIGIBILITY

Use of the Site is void where prohibited. You may use this Site only if you can form a binding contract with Onlineprinters, and only in compliance with these GTC and all applicable laws. This Site is intended solely for users who are eighteen (18) years of age or older and U.S. residents. If you are registering as a business entity, you represent that you have the authority to bind the entity to this agreement. By using the Site, you represent that you are 18 or older. If you are signing up for the Site on behalf of your employer, then you represent that you have the authority to bind your employer to our Terms and Conditions.

1.2. USER CONDUCT

You are solely responsible for the content and context of any materials you submit through the Site. You warrant and agree that while using the Site, you shall not upload, post, transmit, distribute or otherwise publish through the Site any materials which: (a) are unlawful, threatening, harassing or profane; (b) constitute or encourage conduct that would constitute a criminal offense or give rise to civil liability; or (c) contain a virus or other harmful component. You may only use this Site to make legitimate requests to purchase the products or services offered, and shall not use this Site to make any speculative, false or fraudulent Requests. You may not use robots or other automated means to access this Site, unless specifically permitted by Onlineprinters. In addition to the foregoing and in consideration for being allowed to use the Site, you agree that the following actions shall constitute a material breach of these Terms and Conditions:

- Modifying, framing, rendering (or re-rendering), mirroring, truncating, injecting, filtering or changing any content or information contained in the Site, without our written consent
- Impersonating another person or allowing any other person or entity to impersonate you to access or use the Site;
- Using the Site for any purpose in violation of local, state, national, international laws
- Using the Site in a way that is intended to harm, or a reasonable person would understand would likely result in harm, to the user or others;
- Disguising the origin of information transmitted to, from, or through the Site.
- Collecting information about the Site or users of the Site without our written consent;
- Using any deep-link, page-scrape, robot, crawl, index, spider, click spam, macro programs, Internet agent, or other automatic device, program, algorithm or methodology which does the same things, to use, access, copy, acquire information, generate impressions or clicks, input information, store information, search, generate searches, or monitor the Site or any portion thereof;
- Circumventing any measures implemented by us aimed at preventing violations of these Terms and Conditions.

In response to the discovery or suspicion that you have breached these Terms and Conditions by committing any of the above-listed actions, we may choose to terminate your account.

1.3. REGISTRATION DATA; ACCOUNT SECURITY

You agree to (a) provide accurate, current, and complete information about yourself during registration ("Registration Data"); (b) maintain the security of your password and identification; and (c) be fully responsible for all use of your account and for any actions that take place using your account. You acknowledge that Onlineprinters will use the email address you provide as the primary method for communication. For more information on how we use and protect your Registration Data, as well as a detailed data protection statement, visit our [Privacy Policy](#), available in our online shop at About Us > Legal Information > Data Protection.

1.4. CHANGES TO THE SITE AND SERVICES

We reserve the right, for any reason, in our sole discretion, to terminate, suspend or change any aspect of the Site and Services including but not limited to content, prices, printing options, hours of availability, or other features. We may impose limits on certain features of the Site or restrict your access to any part or all of the Site without notice or penalty. You agree that Onlineprinters will not be liable to you or to any third party for any such limitation, modification, change, suspension or discontinuance of the Site.

1.5. TERM AND ACCOUNT TERMINATION

This Agreement will remain in full force and effect while you use the Site and/or are a registered user. We reserve the right to terminate and/or limit your account and access to the Site and its services at any time. Termination by Onlineprinters may include removal of access to the Services, deletion of your password, deletion of all related information and files, may include the deletion of content associated with your account (or any part thereof), and other steps intended to bar your further use of the Site and its Services. You may stop using our Services at any time; however, we may retain Your Registration Data and user Content (as defined herein). Even after your account is terminated, certain sections of this Agreement will remain in effect; see below for a list of the provisions of this Agreement that will survive the termination of your account.

2. Intellectual Property

2.1. NON-INFRINGEMENT POLICY

You may not post, distribute or reproduce in any way any copyrighted material, trademarks or service marks or other proprietary information owned by another party without obtaining the prior written consent of the copyright owner or rights holder. We respect the intellectual property of others, and we ask our customers to do the same. By using our Site, you are representing that you have the necessary rights to lawfully use the copy, design, and images in your order without infringing the intellectual property rights of third parties. You also recognize that subject matter does not have to bear a copyright notice in order to be protected by copyright law, so absence of such notice does not necessarily assure a right to reproduce. You further warrant that no copyright notice has been removed from any material used in preparing your Content for reproduction. You agree to indemnify and hold Onlineprinters and our subsidiaries, affiliates, officers, agents, business partners or employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, or transmit through our Site.

If you own a copyright or have authority to act on behalf of a copyright owner and want to report a claim that a third party is infringing that material on or through our Services, please send a notice to our copyright agent that includes all of the items below and we will expeditiously take appropriate action:

- A description of the copyrighted work that you claim is being infringed;
- A description of the material you claim is infringing and that you want removed or access to which you want disabled and the URL or other location of that material;
- Your address, telephone number, and email address;
- The following statement: "I have a good faith belief that the use of the copyrighted material I am complaining of is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)";
- The following statement: "The information in this notice is accurate and, under penalty of perjury, I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right that is allegedly infringed"; and
- An electronic or physical signature of the owner of the copyright or a person authorized to act on the owner's behalf.

Our designated copyright agent to receive such claims can be reached as follows:

Onlineprinters GmbH
Rudolf-Diesel-Straße 10
91413 Neustadt a. d. Aisch
Germany
www.onlineprinters.com
E-mail: copyright@onlineprinters.com
Phone: +1 888 408 9016

2.2. OUR PROPRIETARY RIGHTS IN SITE CONTENT.

You acknowledge that all content included on this Site, including, without limitation, the information, data, software, photographs, graphs, typefaces, graphics, images, illustrations, templates, maps, designs, icons, written and other material and compilations (collectively, "Site Content") are intellectual property and copyrighted works of Onlineprinters, its licensees, and/or various third-party providers ("Providers"). Reproductions or storage of Site Content in all forms, media and technologies now existing or hereafter developed, is subject to the U.S. Copyright law. No Site Content may be modified, copied, distributed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without Onlineprinters' prior written permission.

2.3. CORPORATE IDENTIFICATION AND TRADEMARKS

"Onlineprinters" and any and all other marks appearing on this Site are trademarks of Onlineprinters GmbH in the United States, Germany and other jurisdictions ("Trademarks"). You may not use, copy, reproduce, republish, upload, post, transmit distribute or modify the Trademarks in any way, including in advertising or publicity pertaining to distribution of materials on this Site, without Onlineprinters' prior written consent.

2.4. LIMITED LICENSE

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and the Site Content and to download portion of the Site Content to which you have properly gained access solely for your personal, non-commercial use, provided that you keep all copyright, trademark, service mark, or other proprietary notices intact. You may not upload or republish Site Content anywhere else, and any other use of the Site Content is strictly prohibited. The license granted by these Terms and Conditions does not permit the use of any data mining, robots or similar data gathering or extraction methods. Any use of the Site or the Site Content other than as specifically authorized herein, without the prior written permission of Company, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms and Conditions shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication, or otherwise. This license is revocable at any time without notice and with or without cause and is immediately revoked upon your breach.

2.5. THIRD PARTY WEBSITES AND CONTENT

- a. The Site contains (or you may be sent through the Site to) links to other web sites ("Third Party Sites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (the "Third Party Applications, Software or Content"). Such Third Party Sites and Third Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Sites accessed through the Site or any Third Party Applications, Software or Content posted on, available through or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content. Inclusion of, linking to, or permitting the use or installation of any Third Party Site or any Third Party Applications, Software or Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third Party Sites or to use or install any Third Party Applications, Software or Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site or relating to any applications you use or install from the Site.
- b. From time to time, Onlineprinters may integrate User Content generated from Third Party Sites on the Site. Your submission of User Content to these Third Party Sites is additionally subject to the applicable terms and policies of any site to which you submit User Content and from which Onlineprinters integrates such content. Integration of such User Content on this Site does not imply approval or endorsement by us.
- c. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by the Company.
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2.6. NO LIABILITY FOR USER CONTENT OR THIRD PARTY SERVICES

Onlineprinters does not guarantee the accuracy, integrity, quality or appropriateness of any User Content transmitted to or through the Service. User acknowledges that Onlineprinters does not post, nor allows Users to post, User Content, or alternatively, simply acts as a passive conduit and an interactive computer service provider for the publication, production and distribution of User Content. User understands that all User Content posted on, transmitted through or linked through the Services are the sole responsibility of the person or company from whom such User Content originated. User understands that Onlineprinters does not control, and is not responsible for User Content or Third Party Content made available through the Services, and that by using the Services, User may be exposed to Content that is inaccurate, misleading, or offensive. User agrees that User must evaluate and make User's own judgment, and bear all risks associated with, the use of any Content and Third Party Content.

3. Order Policies

3.1. REQUIREMENTS CONCERNING THE PRINT DATA AND PRINTED PRODUCTS

You must ensure that the print data meet our technical print specifications. The relevant print specifications are stated on the respective product page. The specifications stated there will become part of the contract. The print data and the printed products produced on their basis must not:

- violate any applicable law or regulation;
- injure any third-party rights and claims, in particular copyrights, and
- lead to the situation in which the execution of the print order will be violating such provisions, rights and claims.

Onlineprinters also reserves the right to cancel orders if the content to be printed is found to be offensive or defamatory in nature.

In case of violation of third-party rights through execution of the print order, you will indemnify us against any claims and damages resulting thereof asserted against us and the costs for legal defence upon proof. Our right to cancel orders in compliance with Subsection 3.7 remains unaffected.

3.2. CREATION AND TRANSFER OF PRINT DATA

You can transfer your print data to us in various ways: Clicking the "to upload" button right after having placed your order opens our data upload via which you can send your completed print data to us. Alternatively, you can transfer the print data also at a later time. To do so, go to the order overview in your customer account or use the link in our order confirmation e-mail.

After uploading the print data, you can select the content of the file and then directly get feedback in the data upload as to whether the data meets our technical print specifications.

By clicking the "Finalize" button you release the data for printing and we prepare your print data for production. If you release the data for printing in spite of feedback that they do not meet our technical specifications and that this can cause significant defects of the printed products, you will bear the risk of defects in the printed products caused by this. Unless otherwise specified below, changing the print data of the order after having released the data for printing is not possible.

You must transfer your print data to us within one week after conclusion of the contract. In case of late or failure of data transfer, Subsection 3.7 of these Terms and Conditions applies.

As an alternative to transferring your own print data, selected products provide the option to design the print data in our online shop and add them to the shopping cart. When completing your order, they are automatically assigned to the print order. There is no separate uploading process required.

3.3. ADDITIONAL OPTIONS

When ordering brochures and catalogues, you have the chargeable additional option to send primary products for correction. In this case, production only starts after you have confirmed the contractual status and finally released the print data.

Another chargeable additional option is a data check. Within the scope of this data check we check your print data with regard to resolution, bleed, data format and font embedding. We do not check the print data for spelling and typographical errors, color reproduction or adherence to the maximum color application of 300 %. We do not check the overprint settings and positioning of folds and perforation lines because they may be pertinent to design considerations. Please note that we do not assume any liability for circumstances outside the scope of our data check. More information is available in our online shop at Print Files.

3.4. NO LIABILITY FOR DISSATISFACTION OR ERRORS

Onlineprinters is not liable for dissatisfaction or errors in a final product caused by any of the following reasons:

- Spelling, punctuation and grammatical errors
- Low resolution or low quality graphics and images
- Damaged fonts
- Minor color inaccuracies
- Transparency issues
- Overprint issues
- Artwork files that are not created within our specifications
- Variances in color from the conversion of Pantone or RGB colors to CMYK
- Errors in user-selected options such as size, quantity, paper and finish
- Duplicate orders submitted by the User
- Incorrect files uploaded
- Incorrect file orientation
- Cracking on folds
- Cutting variances
- Incorrect or undeliverable shipping address
- Damage to products after delivery to User

User is responsible for reviewing their files and correcting any issues prior to placing the order.

3.5. DELIVERY

3.5.1. Shipping

We only deliver by way of shipping; collection by the customer is not possible. We deliver to the entry of the building at the stated delivery address. Information on the delivery area is available in our online shop at Shipping > Shipping information.

3.5.2. Delivery times

Our delivery times depend on the time of receipt of the print data, the production time and the shipping time as well as – if using the advance payment option – the time of receipt of the payment. More information on the delivery time is available on the respective product page. With regards to listed delivery periods, working days refers to Monday through Friday, excluding Saturday, Sunday and public holidays. More information is available in our online shop at Shipping > Shipping information.

3.5.3. Passing of risk and transport damage

The following applies to consumers: If goods are delivered with obvious transport damage, please complain about such defects immediately to the deliverer and promptly contact us so that we can offer you a solution in a timely manner. Your failure to complain or to contact us has no consequences whatsoever for your claims. However, you can thus help us asserting our own claims against the carrier or transport insurer.

3.6. PRICES AND PAYMENT

3.6.1. Price validity, currency

The prices indicated at the time of order placement apply. Special offers and vouchers cannot be redeemed if your account is in arrears.

If you wish to order print runs exceeding the selectable quantities, you can raise a request without obligation regarding feasibility, price, order and delivery in our online shop using the "Price Inquiry" form at Contact.

The purchase price is charged in U.S. Dollars (USD) and payments are accepted in USD only.

3.6.2. Shipping costs

Shipping costs depend on the region where the order should be sent to. You can see the exact amount of shipping costs after entering your zip code on the product page in our online shop.

If we have to send the goods once again to you, for reasons you as the customer are responsible for, you will bear the costs incurred for that. The same applies if the delivery address is changed at your request after formation of the contract and this leads to higher shipping costs or causes additional costs (e.g., if the change is made after shipping of the goods).

3.6.3. Payment options and maturity

The payment options indicated at the time of order placement apply. There is no claim to a specific payment option. All the information and fees are available in our online shop at Shipping > Payment options. Unless otherwise agreed, payment is due upon formation of the contract. If the advance payment option is selected, the term of payment is two weeks after conclusion of the contract. Please note that production will only be started after receipt of the payment.

3.6.4. Invoicing

We send the invoice to you after shipping the goods, in electronic form (PDF) format to the e-mail address stated at the time of order placement. You can also view invoices in your customer account. We do not issue any paper invoices. Invoices are issued to the name of the beneficiary stated at the time of order placement. To comply with applicable law in some jurisdictions, we may not be able to grant subsequent requests to re-issue invoices to a different recipient, or for other changes to invoices that are not based on an incorrect address transfer.

3.7. CANCELLATIONS

We reserve the right to cancel your order, close your account, and/or refuse service if:

- you are in default with the transfer of your print data despite a corresponding e-mail reminder;
- you are in default with the payment of the purchase price despite a corresponding e-mail reminder;
- there is a reasonable suspicion that the print data or printed products contain forbidden contents in the sense of Subsection 3.1;
- there is a reasonable suspicion that the print order is placed in the name of a banned organization.

You have no right to cancel in the case of delivery of goods that are not prefabricated and made on the basis of an individual choice of or decision by the consumer or clearly personalised.

3.8. RESERVATION OF TITLE

Until complete payment, the goods remain our property. The following applies additionally to business customers: We reserve the title to the goods until complete payment of all debts from an ongoing business relationship. You may resell the reserved goods in the ordinary course of business; you assign to us in advance any claims resulting from this resale – regardless of a combination or mixing of the reserved goods with a new item – in the amount of the invoice and we accept this assignment. You remain entitled to recover the debts; however, we may recover debts ourselves if you do not fulfil your payment obligations.

4. Dispute Resolution

4.1. GOVERNING LAW / JURISDICTION

This Agreement (and any non-contractual disputes/claims arising out of or in connection with them) are subject to the laws of the State of New York, without regard to choice or conflicts of law principles.

With respect to any disputes or claims not subject to arbitration (as set forth below), you agree not to commence or prosecute any action in connection therewith other than in the courts in State of New York, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in New York

4.2. MEDIATION AND ARBITRATION

You and the Company agree that all disputes, controversies or differences that may arise between the parties hereto, out of or in relation to or in connection with these Terms and Conditions ("Dispute(s)"), and that cannot be resolved between the parties, shall be submitted first to non-binding mediation. If the Dispute is not resolved through such mediation, then the Dispute shall be submitted for binding arbitration in New York, New York in accordance with the Consumer Procedures and Rules of the American Arbitration Association (AAA). You understand and hereby agree that Disputes shall be arbitrated on an individual basis and that there shall be no right or authority for any Dispute to be arbitrated on a class action basis or in any other representative capacity on behalf of other persons similarly situated. In addition, Disputes brought to arbitration pursuant to these Terms of Use may not be joined or consolidated in arbitration with Disputes brought by or against any third party, unless agreed to in writing by all parties. No arbitration result is to be given preclusive or precedential effect as to issues or claims in any Dispute with anyone who is not a party to the arbitration.

5. Miscellaneous

5.1. PRIVACY POLICY

You confirm that you have read, understood and agree to the Onlineprinters [Privacy Policy](#), the terms of which are incorporated herein.

5.2. ENTIRE AGREEMENT

These Terms and Conditions, together with the Privacy Policy and those terms and conditions incorporated herein or referred to herein, constitute the entire agreement (collectively, the "Agreement") between you and the Company relating to the subject matter hereof, and supersedes any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on this Site.

5.3. WAIVER AND SEVERABILITY

The failure of the Company to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision in that or any other instance. If any provision of these Terms and Conditions shall be held invalid or deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions.

5.4. LEGAL NOTICES

Except as explicitly stated otherwise, any notices shall be given by email to Onlineprinters at service@onlineprinters.com or to you at the email address you provide to Onlineprinters.

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6. Disclaimers, Liability and Indemnity

6.1. DISCLAIMER OF WARRANTIES

THE SITE, INCLUDING ALL CONTENT, FUNCTIONS, AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE SITE, IS PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. ONLINEPRINTERS DOES NOT WARRANT THAT THE SITE OR THE FUNCTIONS, FEATURES OR CONTENT CONTAINED THEREIN WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO CERTAIN USERS.

6.2. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ONLINEPRINTERS - INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS, ASSIGNS OR AFFILIATES (COLLECTIVELY, THE "COVERED PARTIES") - BE LIABLE FOR ANY INJURY, DEATH, LOSS, CLAIM, DAMAGE, ACT OF GOD, ACCIDENT, DELAY, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH ANY USE OF THIS SITE OR WITH ANY DELAY OR INABILITY TO USE THIS SITE, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS OR SERVICES OBTAINED THROUGH THIS SITE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO CERTAIN USERS. IN NO EVENT SHALL THE COVERED PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE) ARISING FROM THIS AGREEMENT OR YOUR USE OF THE SITE EXCEED THE AMOUNT PAID BY YOU TO ONLINEPRINTERS FOR THE REQUEST.

6.3. INDEMNIFICATION

You agree to indemnify and hold the Company, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with any user content you post, upload or share on or through the Site, your use of the Services, your conduct in connection with the Site, or any violation of these Terms and Conditions or of any law or the rights of any third party (including but not limited to copyright and other intellectual property rights).

April 01, 2018

ABOUT OUR COMPANY

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Fax: +49 9161 8989 2000

Management:

Roland Keppler (CEO), Dirk A. Müller (CFO), Christian Würst (CCO)

Commercial Register: District Court Fürth, Germany, HRB 11487

Purpose of Business: Production and sale of printed products

VAT Registration Number: DE814978904