

General Terms and Conditions

1. Scope of application and supplier

The General Terms and Conditions apply for all orders made by consumers via online shop of **light-vision24 GmbH**
Hauptstrasse 22
08115 Lichtentanne
Federal Republic of Germany

Handelsregister Chemnitz HRB 32223
Director: Ronny Kunert-Hans

(called "light-vision24" in the following).

Light-vision24 is a certified online shop and underlies the Trusted Shops' code of conduct (to be found on www.trustedshops.de).

Service hotline: +49 (0) 375 2894 0000

Opening hours: Monday-Thursday 8 am – 5 pm, Friday 8 am – 4 pm

E-Mail: contact@light-vision24.com

2. Terms of contract

2.1 Product presentations in our online shop serve the purpose of making a bid possible. You place a binding offer to buy the product by clicking the button 'send order'. Our products are sold only to private individuals and sold in small amounts.

2.2 We will agree to the offer by sending a confirmation via email or by delivering the goods within ten days. The confirmation of the received bid does not represent the acceptance of the bid.

2.3 If there are any clerical mistakes in our confirmation of the order via email or if there are any mistakes due to technical transmitting errors, you will have the right to appeal it whereas we need to proof our mistake. Carried out payment transactions will be returned immediately.

3. Prices

Prices on our web pages include VAT and further price components. Postage needs to be paid additionally.

4. Shipping rates

Shipping rates are based on the total order value and the country of delivery. Please note the below listed shipping rates and carriage paid rates. Goods can only be delivered to the countries listed below.

<u>Country</u>	<u>Shipping rates</u>	<u>Carriage paid with order value higher than</u>
Andorra	17,90 €	500,00 €
Argentina	89,00 €	1.250,00 €
Australia	89,00 €	1.250,00 €

Austria	17,90 €	250,00 €
Belgium	17,90 €	250,00 €
Bulgaria	17,90 €	250,00 €
Croatia	17,90 €	250,00 €
Cyprus	17,90 €	250,00 €
Czech Republic	17,90 €	250,00 €
Denmark	17,90 €	250,00 €
Estonia	17,90 €	250,00 €
Finland	17,90 €	250,00 €
France	17,90 €	250,00 €
Germany	6,90 €	100,00 €
Great Britain	17,90 €	250,00 €
Greece	17,90 €	250,00 €
Hungary	17,90 €	250,00 €
Iceland	17,90 €	500,00 €
Ireland	17,90 €	250,00 €
Israel	89,00 €	1.250,00 €
Italy	17,90 €	250,00 €
Latvia	17,90 €	250,00 €
Liechtenstein	17,90 €	500,00 €
Lithuania	17,90 €	250,00 €
Luxemburg	17,90 €	250,00 €
Malta	17,90 €	250,00 €
Monaco	17,90 €	250,00 €
Netherlands	17,90 €	250,00 €
New Zealand	89,00 €	1.250,00 €
Norway	17,90 €	500,00 €
Poland	17,90 €	250,00 €
Portugal	17,90 €	250,00 €
Romania	17,90 €	250,00 €
Slovakia	17,90 €	250,00 €
Slovenia	17,90 €	250,00 €
Spain	17,90 €	250,00 €
Sweden	17,90 €	250,00 €
Switzerland	17,90 €	500,00 €
Thailand	89,00 €	1.250,00 €

5. Terms of delivery and subject to supply to ourselves

5.1 Temporarily, deliveries are carried out by DHL. We reserve the right to assign any other forwarding company. No deliveries to automated parcel terminals ("Packstation") and P.O. boxes.

5.2 Please note the times of delivery on the according product pages.

5.3 If not all ordered products are available, we are entitled to send your order in separate deliveries at our own expense as far as it is reasonable for you. In August and/or September, our Italian luminaire manufacturers are on company holiday for 4 weeks. Please note, that delivery times may be delayed by about for four weeks during that time if we do not have

your ordered products in stock.

5.4 If delivery cannot take place due to the unavailability of the buyer despite three attempts of delivering to you, we will be allowed to withdraw from the contract. If necessary, all payment transactions will be returned immediately.

5.5 If the ordered product is not available because our supplier does not deliver through no fault of our own, we are permitted to withdraw from the contract. In this case we will inform you immediately and propose to deliver a comparable product as the case may be. If there is no comparable product available or you do not want to purchase another product, we will refund the payments already made immediately.

6. Payment

6.1 The following modes of payment are applicable:

- Payment in advance
- PayPal
- Credit card.

6.2 With payment in advance, we will make available our bank data with the confirmation of order. The amount invoiced needs to be paid within ten days in order to receive a 2% discount on value of goods.

6.3 In case of delayed payment, the purchase price needs to be charged interest by rate of 5ove the prime lending rate. We reserve the right to proof a higher claim and to assert the claim effective.

6.4 You only have the right of charging after your claims have been determined legally or have been accredited in written form by us.

6.5 You only can execute the right of retention of goods as soon as the claims result from the same contractual relationships.

7. Reservation of property rights

Goods remain our property until the price is fully paid. Before the transition of property, pledging, security assignment, processing and handling or remodeling are not allowed.

8. Consumer's Right to cancel

You may withdraw your declaration of purchase within 14 days without giving any reason. The cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good.

To exercise the right to cancel, you must inform us
light-vision24 Ltd
Hauptstrasse 22
D-08115 Lichtentanne
Germany

Fon: 49 (0) 375 28940000
Fax: 49 (0) 375 289400019

info@light-vision24.de

www.light-vision24.de

about your decision to cancel this contract by an explicit declaration (e.g. a letter sent by post, fax or e-mail).

You may use the attached [cancellation form](#), but this is not obliged.

To meet the cancellation deadline, it is sufficient for you to your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Consequences of cancellation

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

We will make the reimbursement without undue delay, and not later than –

(a) 14 days after the day we receive back from you any goods supplied, or

(b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or

(c) if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us

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D – 08115 Lichtentanne

Germany

without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

You will have to bear the direct cost of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

9. Damages during transport

9.1 When goods are delivered with obvious damages because of transit, please claim the damages immediately with the deliverer and inform us as soon as possible - phone +49 (0) 375 2894 0000.

9.2 Failure to file complaint or to get in contact with us has no consequences for your warranty rights. But it helps us to claim from the forwarder or transit insurance.

10. Warranty

10.1 Warranty is carried out according to legal terms. You have the legal right to claim supplementary performance with all defects appearing from delivery onwards within the legally given warranty period as well as with fulfillment of legal premises which are legal rights of reduction, rescission and compensation. Thereby, you can choose between removal of defects and replacement delivery. You will need to grant us two attempts at rectifying any warranty if you did not grant us an adequate additional respite beforehand which expired without result. If the favoured supplementary performance can only be fulfilled by spending proportionally high costs, it will be restricted to the other kind of supplementary performance.

10.2 We do not cover damages and defects that are due to inappropriate application, appliance and storage, deficient service and maintenance, due to overstraining or improper repair by an unauthorized service partner.

10.3 If you wish repair or exchange of damaged products, please send back the product free of charge. Therefore, ask for return voucher by calling +49 (0) 375 2894 0000 or by sending an email to contact@light-vision24.com. Then send the return voucher back including return address and return number. Please, use the return voucher to guarantee a fast and smooth processing.

11. Liability

11.1 We exclude liability in cases of careless neglect/violation/of duty, unless it does not account for essential contractual obligations, damages based on injury or violation of life, body and health, unless they concern warranty or concern claims according to Product Liability Act. The same Applies for breach of duty of our vicarious agents.

11.2 With the help of links on our web pages, we point to contents of other web pages. We hereby declare not having any influence on design and content of these web pages. Thus we dissociate from distance ourselves explicitly from contents and do not adopt those contents as our own.

12. Online-settlement of disputes

12.1 Online-settlement of disputes according to art. 14 paragraph 1 ODR-VO and § 36 VSBG: The European Commission provides a platform for online dispute resolutions which can be accessed at <https://ec.europa.eu/consumers/odr/>. We are neither obligated nor willing to participate in dispute settlement proceedings before a dispute resolution body.

13. Contractual languages

13.1 The contract can be concluded in either German or English.

14. Final provisions

14.1 If one part of the terms and conditions is not valid, the rest of the terms and conditions remain valid. In place of invalid terms, legal/statutory provisions apply.