

# 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](http://www.trustedshops.de)).

**Service hotline: +49 (0) 375 2894 0000**  
Opening hours: Monday-riday 8 am – 4 pm  
**E-Mail: [contact@light-vision24.com](mailto: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.

<b>Country</b>	<b>Shipping rates</b>	<b>Carriage paid with order value higher than</b>
Andorra	17,90 €	500,00 €
Austria	17,90 €	250,00 €
Belgium	17,90 €	250,00 €
Czech Republic	17,90 €	250,00 €

Denmark	17,90 €	250,00 €
Finland	17,90 €	250,00 €
France	17,90 €	250,00 €
Germany	6,90 €	100,00 €
Great Britain	17,90 €	500,00 €
Greece	17,90 €	250,00 €
Germany	6,90 €	100,00 €
Great Britain	17,90 €	500,00 €
Greece	17,90 €	250,00 €
Hungary	17,90 €	250,00 €
Ireland	17,90 €	250,00 €
Italy	17,90 €	250,00 €
Liechtenstein	17,90 €	500,00 €
Luxemburg	17,90 €	250,00 €
Netherlands	17,90 €	250,00 €
Norway	17,90 €	500,00 €
Switzerland	17,90 €	500,00 €

## 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**

**(A consumer is any legal entity which concludes a legal transaction for a purpose that cannot be ascribed to a commercial or independent business activity.) 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**

**Hauptstrasse 22**

**D-08115 Lichtentanne**

**Germany**

**Phone: +49 (0) 375 2894 0000**

**contact@light-vision24.com**

**www.light-vision24.com**

**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 refund to you all payments received from you, including delivery costs (except for any additional costs arising from you choosing a method of delivery other than the cheapest standard delivery offered by us have) to be repaid immediately and at the latest within fourteen days from the day on which we received notification of your cancellation of this contract. For this repayment we use the same payment method that you used for the original transaction, unless something different was expressly agreed with you; under no circumstances will you be charged any fees as a result of this repayment. We may refuse repayment until we have received the goods back or until you have provided evidence that you have sent the goods back, whichever is the earlier.**

**You have the goods immediately and in any case to be returned or handed over to us no later than fourteen days from the day on which you inform us of your cancellation of this contract. The deadline is met if you send the goods before the fourteen day period has expired. You bear the direct costs of returning the goods.**

**You only have to pay for any loss in value of the goods if this loss in value is due to handling other than what is necessary to check the nature, properties and functionality 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](mailto: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**

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**

The contract can be concluded in either German or English.

### **14. Final provisions**

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.