

## General Terms and Conditions

### 1. Scope of application

1.1. The present General Terms and Conditions (hereinafter referred to as “Terms and Conditions”) are applicable to all of our business relations between us,

LineaMare Johannes Volckmann

Erlenweg 1, D-76337 Waldbronn, Germany

Phone: +49 (0) 151-50400700

E-mail: [info@lineamare.de](mailto:info@lineamare.de)

VAT ID no.: DE 215995120

and you as our customer. These Terms and Conditions apply to both consumers and entrepreneurs unless the respective clause provides further specification. In accordance with art. 13 German Civil Code, a consumer is any natural person concluding a legal transaction for a purpose which largely may not be associated with their commercial or independent profession. An entrepreneur is a natural person or a legal entity or a partnership with legal capacity exercising their commercial or independent profession in concluding a legal transaction.

1.2. Our Terms and Conditions apply exclusively. Deviating, conflicting or supplementary General Terms and Conditions of the customer are included in a contract only if and insofar as we have expressly agreed to their application.

1.3. Towards entrepreneurs, these Terms and Conditions also apply to future business relations without us having to refer to them again. If the entrepreneur uses conflicting or supplementary General Terms and Conditions, we are hereby objecting to their application; they are included in a contract only if we have expressly agreed to it.

1.4. Our products are intended for customers having reached the age of 18 exclusively. If you are younger than 18 years, you may purchase the goods offered by us with the involvement of a parent or legal guardian only.

### 2. Conclusion of a contract

2.1. The presentation and promotion of items on our website is not a binding offer to conclude a purchasing contract but is an invitation to you for ordering the products described on our website.

2.2. By sending an order by e-mail ([order@lineamare.de](mailto:order@lineamare.de)) or via the contact form on our website, you are placing a binding order. You are bound by such order for a term of two (2) weeks as of placing the order; such term commences as of the date of receipt of your e-mail by us or the time of accepting the order by phone. A right to cancel your order pursuant to art. 4 hereunder you may have shall remain unaffected.

2.3. We will confirm receipt of your order placed by e-mail or via the contact form immediately in writing or in text form. Such confirmation does not yet constitute acceptance of the order unless acceptance is declared in it in addition to confirmation of receipt.

2.4. A contract is concluded only upon acceptance of your order by us by means of a declaration of acceptance or confirmation of the order or by delivering the ordered items.

2.5. If delivery of the goods ordered by you is not possible, we will refrain from making a declaration of acceptance. In such case, no contract is concluded. We will immediately notify you of this fact and immediately return any consideration we may already have received.

2.6. The language available for conclusion of the contract is German.

2.7. We will not store the contract text.

### **3. Customer obligations**

3.1. After conclusion of the contract the latest, you will provide us with the content required for individual design of the goods on your own authority. We are not obligated to check the content provided by you, including but not limited to its correctness. The content to be provided by you includes but is not limited to all information, texts or files to be used at your discretion. You will provide the aforementioned data to us by e-mail. Please take into account our guidelines on file formats which we will provide to you in our order confirmation the latest.

3.2. You undertake not to transmit any data containing content infringing on copyrights, naming rights, trademark rights or other third-party intellectual property rights or breaching any applicable laws. You will expressly keep us harmless of any third-party claims asserted in this regard arising from and in connection with the services provided by us unless we may also be held at least substantially responsible for such claims and liabilities. We may be held substantially responsible for damages causally determined by our authority to give directions hereunder. Otherwise, art. 254 German Civil Code shall apply.

### **4. Cancellation right**

4.1. As a consumer, you are entitled to cancellation pursuant to legal provisions.

4.2. If you exercise your cancellation right pursuant art. 4, para. 1 above, you will have to bear the regular expenses for returning the items.

4.3. Otherwise, the provisions provided in detail in the following notice of cancellation shall apply for such cancellation:

#### **Cancellation policy**

#### **Cancellation right**

**You may cancel this contract within fourteen days without giving any reasons.**

**The cancellation period is fourteen days as of the day on which you or a third party appointed by you who is not the carrier have taken possession of the goods.**

**To exercise your cancellation right, you have to advise us (LineaMare, Johannes Volckmann, Erlenweg 1, 76337 Waldbronn, Germany, order@lineamare.de, phone: +49 (0) 151-50400700) of your decision to cancel this contract by means of a distinct notice of cancellation (e.g. a letter sent by mail or e-mail).**

You may use the included cancellation form template; however, it is not mandatory.

To keep the cancellation period, it is sufficient if you send the notice about your exercise of the cancellation right prior to expiration of such period.

#### Cancellation consequences

If you cancel this contract, we have to repay all payments we have received from you, including the shipping fees (with the exception of the additional costs resulting from you selecting a different form of delivery than the cheapest standard delivery offered by us), immediately and within fourteen days as of the day of receipt of your notice of cancellation of this contract by us the latest. We will use the same form of payment used by you in the original transaction to make such repayment unless expressly agreed otherwise with you; you will not be charged any fees for such repayment in any case. We may refuse repayment until we have received the returned goods or until you have provided proof that you have returned the goods, depending on which event occurs earlier.

You have to send back or hand over the goods immediately and in any case within fourteen days as of the day on which you have notified us of your cancellation of this agreement the latest. The cancellation period is deemed kept if you have shipped the goods prior to expiration of the fourteen-day period. You will bear the immediate cost of returning the goods. You only have to compensate a possible impairment of the goods if such impairment was caused by handling the goods in a way not required to check the goods' condition, features and function.

The cancellation right does not apply to the following contracts:

- Contracts on delivery of goods which are not pre-manufactured and for the production of which individual selection or instruction by the consumer is required or which are clearly tailored to the consumer's personal needs.

#### Cancellation form template

*(If you wish to cancel the contract, please complete this form and return it to us.)*

- To LineaMare Johannes Volckmann, Erlenweg 1, 76337 Waldbronn, order@lineamare.de, Germany
- I/We (\*) hereby cancel the contract concluded by me/us (\*) about the purchase of the following goods (\*)/rendering of the following service (\*)
- Ordered on (\*)/Received on (\*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only if notice is provided in paper form)
- Date

*(\*) Please delete if inapplicable.*

– End of the cancellation policy –

4.4 According to art. 312 g, para. 2, clause 1, no. 1 German Civil Code, the cancellation right does not apply to contracts on delivery of goods which are not pre-manufactured and for the production of which individual selection or instruction by the consumer is required or which are clearly designed for the consumer's personal needs.

## **5. Delivery terms and conditions and reservation of advance payment**

5.1. We are entitled to make partial deliveries if deemed acceptable to you.

5.2. Unless agreed otherwise, the delivery term is 8 to 10 calendar weeks. Subject to the provision in para. 3, it commences upon conclusion of the contract. The following restrictions apply: We only deliver to customers who have their regular domicile (billing address) in one of the following countries and are able to provide a delivery address in the same country: European Union and Switzerland.

5.3. For orders by customers having their residence or domicile in a foreign country or if there are justified indicators of a default risk, we reserve the right to deliver the goods upon receiving the purchasing price including shipping costs (reservation of advance payment). If we exercise such reservation of advance payment, we will immediately advise you of this fact. In such case, the delivery term commences as of payment of the purchasing price and shipping costs.

## **6. Prices and shipping costs**

6.1. All price information provided to consumers by us is gross including the VAT applicable at the billing date and does not include shipping.

6.2. All price information provided to entrepreneurs by us is net less the VAT applicable at the billing date and does not include shipping.

6.3. Shipping costs will be advised to you in our offers. The goods are shipped by mail. We are assuming the shipping risk if you are a consumer. We do not make deliveries to *Packstationen* [automated parcel deposit and pick-up station, a service offered by DHL in Germany].

6.4. If we fill your order in several partial deliveries according to art. 5, para. 1 above, you will incur shipping costs for the first partial delivery only. If the partial deliveries are made at your request, we will charge you shipping costs for all partial deliveries.

6.5. On principle, you may also pick up your order at LineaMare Johannes Volckmann, Erlenweg 1, 76337 Waldbronn, after previous co-ordination by e-mail.

## **7. Payment conditions and set-off**

7.1. The purchasing price and the shipping costs shall be paid within two (2) weeks as of receipt of our invoice.

7.2. You may transfer the purchasing price and the shipping costs to the account indicated in our invoice. We reserve the right to make certain payment methods contingent on a credit check or a maximum order quantity.

7.3. You are not entitled to set-off against our claims unless your counterclaims are established as final and absolute or uncontested. You are also entitled to set-off against our claims if you assert complaints for defects or counterclaims arising from the same purchasing contract.

7.4. As a buyer, you may only assert a right of retention if your counterclaim is based on the same purchasing contract.

## **8. Reservation of title**

8.1. We reserve title to the goods until they have been fully paid.

8.2. For entrepreneurs, the following applies in addition: We reserve title to the goods until all claims incurred in our ongoing business relations have been settled in full. You may sell the goods subject to reservation of title in the course of ordinary business operations; you will assign any claims incurred by such resale to the amount invoiced to us in advance, regardless of any combination or mixing of the goods subject to reservation of title with another product, and we accept such assignment. Until the claims have been collected, you remain authorised; however, we are entitled to collect claims ourselves if you do not meet your payment obligations.

## **9. Transport damages**

9.1. For consumers, the following applies: If goods are delivered with obvious transport damages, please give notice of such damages immediately to the mail carrier and contact us immediately. Failure to make a complaint or to contact us shall not affect your legal claims and their enforcement, including but not limited to your warranty claims. However, they help us to assert our own claims towards the carrier or transport insurance provider.

9.2. For entrepreneurs, the following applies: The risk of accidental loss and impairment is transferred to you upon delivery of the goods to the carrier, forwarding agent or any other person or institute chosen for making the shipment. Between businessmen, the inspection and complaint obligation provided for in art. 377 German Commercial Code shall apply. If you fail to give the notice provided for thereunder, the goods are deemed accepted unless it is a defect which could not be identified upon inspection. This provision shall not apply if we have wilfully concealed a defect.

## **10. Guarantee and warranties**

10.1. Unless expressly agreed otherwise in the following, the legal provisions on liability for defects shall apply. In the event of purchase of used goods by a consumer, the following applies: If the defect occurs after more than one year as of delivery of the goods, claims for defects are excluded. Defects occurring within one year as of delivery of the goods may be asserted within the legal statute of limitation of two (2) years as of delivery of the goods.

10.2. For entrepreneurs, the statute of limitation for claims of defect for newly manufactured goods is one (1) year as of transfer of title. Liability for the sale of used goods is excluded. The legal statutes of limitation for the right of recourse pursuant to art. 445 a German Civil Code shall remain unaffected. Towards entrepreneurs, only our own information and the manufacturer's product specifications included in the contract shall be deemed an agreement on the properties and condition of the goods; we do not accept any liability for public statements of the manufacturer or other promotional statements.

10.3. If the delivered item is defective, we will initially fulfil the warranty to entrepreneurs by remedy of the defect (subsequent improvement) or by delivery of an item free of defect (replacement) at our option.

10.4. The above limitations and shortening of terms shall not apply for claims incurred due to damages caused by us, our legal representatives or vicarious agents

- in the event of injury to life, body or health
- in the event of wilful or grossly negligent breach of obligation or wilful intent
- in the event of a breach of material contractual obligations required for proper execution of the contract, the fulfilment of which the other contract party may usually rely on (material obligations)
- within the scope of a promise of guarantee
- if the scope of application of the German Product Liability Act is deemed open.

## **11. Liability**

11.1. We shall always accept unrestricted liability for claims incurred due to damages caused by us, our legal representatives or vicarious agents

- in the event of injury to life, body or health
- in the event of wilful or grossly negligent breach of obligation or wilful intent
- within the scope of a promise of guarantee
- if the scope of application of the German Product Liability Act is deemed open.

11.2. In the event of a breach of material contractual obligations required for proper execution of the contract, the fulfilment of which the other contract party may usually rely on (material obligations) by ordinary negligence by us, our legal representatives or vicarious agents, the amount of liability is restricted to the damage foreseeable at the time of conclusion of the contract which must usually be expected to be incurred. Otherwise, claims for compensation of damages are excluded.

## **12. General notices**

12.1. Each lantern is a unique piece of workmanship. Therefore, the quoted dimensions may differ slightly. The same also applies for nuances in colour or irregularities of surfaces which may occur due to the artisanal custom-made manufacturing which is what makes them unique in the first place.

12.2. Otherwise, please follow the other instructions in the user manual and the safety instructions included with our products.

## **13. Data protection and intellectual property rights**

13.1. We collect and store your data necessary for handling the transaction. In processing your personal data, we comply with legal provisions. You can find more details in our privacy policy which you can access on our website.

13.2. At your request, we will provide you with information on the data stored for you at any time.

13.3. Otherwise, legal data protection regulations apply, including but not limited to those of the General Data Protection Regulation (GDPR), the new version of the German Federal Data Protection Act (BDSG-neu) and the German Tele-Media Act (TMG).

13.4. We hold the intellectual property rights to all images, films and texts published on our website. Using such images, films and texts without our consent is prohibited.

#### **14. Dispute settlement**

The European Union offers a platform for online resolution of disputes (ODR); you can find it here: <https://ec.europa.eu/consumers/odr/>.

We are not obligated and not willing to participate in a dispute resolution before a consumer arbitration board.

#### **15. Final provisions**

15.1. This contract contains all agreements made by the parties on the subject of the contract. There are no verbal supplementary agreements.

15.2. These Terms and Conditions and all legal relationships between us and other contractual parties are subject to German law excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

15.3. If you are a consumer and do not have a general place of jurisdiction in Germany or another EU member state, the exclusive place of jurisdiction for all disputes arising hereunder is our domicile in Waldbronn.

15.4. If you are a businessman as defined in the German Commercial Code, a corporate body under public law or a public separate estate, the exclusive, also international, place of jurisdiction for all disputes arising directly or also indirectly hereunder is our domicile in Waldbronn. The same applies if you are an entrepreneur as defined in art. 14 German Civil Code. However, in any case we are also entitled to file a claim at the place of performance of a performance obligation according to these Terms and Conditions or an earlier individual agreement or at your general place of jurisdiction. Overriding legal provisions, including but not limited to those on exclusive jurisdiction, shall remain unaffected.

**Last updated: 30 October 2018**