

Your service provider and contractual partner

Lampemesteren GmbH

Rabanusstraße 14-16
36037 Fulda
Germany

Gesellschaft mit beschränkter Haftung (Limited company), based in Fulda
AG Fulda, HRB 9016

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VAT No. according to § 27a Umsatzsteuergesetz: DE 347 701 450
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Our customer service is available for questions, claims and complaints via [our contact options](#).

Lampemesteren.com

The legally required information on the right of cancellation in distance selling for consumers can be found in section 6 of the GTC.

For the storage of these documents and the possibility of viewing the contract text (offer text), please refer to section 2 of the GTC.

We also seek customer-orientated solutions in legal matters. You can simply give us a call. Of course, your rights remain unrestricted even without calling us. Legislation requires online providers in particular to provide numerous notes on the contract and the applicable conditions. We have summarised this information and our other shipping conditions for you below.

Overview of the General Terms and Conditions (with legal information)

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General Terms and Conditions

1. Applicability

1.1. We deliver exclusively in accordance with the following General Terms and Conditions, which form the basis of all contracts concluded with us on the basis of the offers on our Internet shop site. General terms and conditions of the customer that conflict with or deviate from the following provisions shall not apply. The following terms and conditions shall also apply exclusively if we carry out the delivery and service without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from the following terms and conditions.

1.2. Wherever these terms and conditions refer to consumers, these are natural persons for whom the purpose of the order cannot be attributed to a commercial, self-employed or freelance activity. Entrepreneurs (commercial customers) are natural or legal persons or partnerships with legal capacity who place orders for commercial, self-employed or freelance purposes. Customers within the meaning of these terms and conditions are both consumers and entrepreneurs.

1.3. To place an order as an entrepreneur in the context of cross-border deliveries, a valid VAT ID number must be entered in the order or in the customer account. By entering a valid VAT ID number in the field provided, the customer confirms that he is placing the order as an entrepreneur in the context of his business. If the customer does not enter a VAT ID number, enters a foreign VAT ID number or enters an invalid VAT ID number, they confirm that they are not ordering as an entrepreneur or not as part of their business. In this case, the customer is treated as a consumer. A subsequent change or adjustment is not possible.

1.4. If working days are specified as deadlines, this shall mean all weekdays with the exception of Saturdays, Sundays and public holidays at our registered office.

2. Storage option and access to the contract text

2.1. We keep these GTC and the other contractual provisions with the data of your order ready for retrieval in the order process. You can simply archive this information there by either downloading the GTC and saving the data summarised in the order process in the Internet shop using the functions of your browser or you can wait for the automatic order confirmation, which we will also send you by e-mail to the address you have provided after completing your order. This order confirmation e-mail contains the contractual provisions with the data of your order and these GTC and can be easily printed out or saved with your e-mail programme.

2.2. The text of the contract is stored by us, but for security reasons cannot be accessed directly by you. We offer every customer a password-protected direct access ('My Account'). Here you can manage your data and view order details after registering accordingly. The customer undertakes to treat the personal access data confidentially and not to make it accessible to unauthorised third parties. The current version of the GTC can be found on our website.

3. Contractual partners, language and contract formation

3.1. Your contractual partner is Lampemesteren GmbH. Contracts in our Internet shop can currently only be concluded in English. Our advertising offers are non-binding as long as they do not become the content of a contractual agreement.

3.2. Before sending your order, you have the option of checking and correcting the data you have entered. By sending your order, you are submitting a binding contractual declaration. Confirmation of receipt of the order will follow immediately after technically correct receipt of your order.

3.3. A binding contract is concluded immediately after your order when you accept a corresponding invitation and finalise your order with payment via one of the online payment services we offer you by confirming the payment instruction. Our online payment services are PayPal and credit card payment with Adyen N.V.

3.4. If you have chosen a different payment option for your order, a binding contract is only concluded upon receipt of a prior e-mail notification from us regarding the dispatch of the goods or other express declaration of acceptance.

3.5. You will usually receive the e-mail with the payment request or dispatch notification on the same day after receipt of your order. Should it take longer: You are bound to your order for a maximum of 3 working days and can of course cancel your order in whole or in part before we have declared our acceptance.

4. Prices, delivery costs, order discounts

For orders in our Internet shop, the prices listed in the offer at the time of the order apply. Our prices include the applicable statutory VAT plus a delivery charge, which is shown in the order overview before the order is finalised.

5. Payment, delivery

5.1. We offer the following payment options, whereby we reserve the right to refer to our other payment methods instead of the payment method purchase on invoice, depending on the result of a credit check for a contract acceptance. There is no entitlement to payment by purchase on invoice. You can basically choose between

- **Prepayment**

With the prepayment payment method, you make an advance payment. The goods will be reserved for you for a fortnight. You transfer the invoice amount to our account in advance. You will receive the transfer details after placing your order. If no payment is made within the fourteen days, the reservation of the goods is cancelled and the order is automatically cancelled.

- **Credit card payment via Adyen N.V. (VISA, MasterCard or debit card)**

You enter your credit card number, validity and verification number. This data is not stored by us, but transmitted directly to Adyen N.V. using secure 128-bit SSL encryption. Your credit card must be registered by your card-issuing bank for the authentication procedure Verified by VISA and MasterCard SecureCode. Authentication by means of a personal security code takes place securely between you and your bank. When the order is received, the amount is reserved on your credit card. Your credit card will be debited immediately after the order has been dispatched. This simple and fast form of payment is completely free of charge for you.

Debit card / EC card:

After entering your details, the invoice amount will be debited from your account. Like credit card payment, this payment method is also free of charge for you.

- **PayPal/PayPal Express**

You pay the invoice amount via the online provider PayPal. You must be registered there or register first (except for guest orders via PayPal), legitimise with your access data and confirm the payment instruction to us. With PayPal Express, the address data stored in your PayPal account will also be transferred to us. You confirm the payment by sending the order in our online shop. You will receive further instructions on how to access the payment provider's page during the order process.

5.2. Deliveries are only made within Austria, Belgium, Bulgaria, Croatia, Czechia, Denmark (except Greenland and the Faroe Islands), Estonia, Finland (except the Åland Islands), France (except the French overseas

departments and territories (DROM-COM), Clipperton and the French Southern and Antarctic Territories), Germany (except Büsingen and Helgoland), Greece (except Mount Athos), Hungary, Ireland, Italy (Livigno and Campione d'Italia), Latvia, Lithuania, Netherlands, Norway (except Svalbard), Poland, Portugal, Romania, Slovakia, Slovenia, Spain (except Ceuta, Melilla and the Canary Islands), Sweden, Switzerland and United Kingdom (except Outer Hebrides, the Shetland Islands, Isle of Man, Jersey and Guernsey). The goods are delivered throughout by a shipping service provider. Shipments to boxes or to post office warehouses are not possible. Unless otherwise agreed, delivery is made by a forwarding agent free kerbside to the delivery address specified by the customer. You will receive a message from us when the goods have left our premises. We can only deliver to so-called packing stations in exceptional cases. If the delivery was unsuccessful, you will receive a message from the carrier indicating the other options.

5.3. The delivery time is specified in working days. This includes the days Monday to Saturday with the exception of public holidays. The public holidays of the federal state of Hesse, Germany apply. The exact delivery time is stated on the product page. If you have ordered several items with different delivery times, we will endeavour to make a complete delivery. If there is a considerable difference, we will, as an exception and as far as this is reasonable for you, deliver the items that are already available to you in advance. This will not increase the shipping costs for you.

5.4. The obligation to deliver does not apply if we ourselves are not supplied correctly and on time and are not responsible for the lack of availability. If the goods are not available, we will inform you immediately and any payment made in advance will be refunded without delay.

5.5. The period for delivery shall commence on the day after the payment order is issued to the remitting bank in the case of payment in advance or on the day after conclusion of the contract in the case of other payment methods and shall end with the expiry of the last day of the period. If the last day of the period falls on a Sunday or a public holiday recognised by the state at the place of delivery, the next working day shall take the place of such a day.

The delivery period shall be extended appropriately in the event of strikes and lockouts affecting delivery and other circumstances for which we are not responsible, in particular in cases of delays in delivery due to force majeure. We shall inform the Buyer immediately of the beginning and end of such hindrances.

5.6. In the case of consumers, the risk of accidental loss and accidental deterioration of the goods sold shall pass to the consumer or a recipient designated by the consumer upon delivery of the goods. This applies irrespective of whether the dispatch is insured or not. Otherwise, the risk of accidental loss and accidental deterioration of the goods shall pass to the buyer upon handover or, in the case of sale by dispatch, upon delivery of the goods to the carrier or other person or organisation designated to carry out the shipment.

6. Cancellation rights

6.1. Below you will find instructions on the requirements and consequences of the statutory right of cancellation for shipping orders. In particular, the statutory right of cancellation is not available to commercial resellers.

Cancellation policy

Right of cancellation

You have the right to cancel this contract within fourteen days without giving any reason.

The cancellation period is fourteen days from the day on which you or a third party named by you, who is not the carrier, took possession of the last goods.

To exercise the right to cancel, you must inform us (Lampemesteren GmbH, Rabanusstraße 14-16, 36037 Fulda, Tel: +45 96 750 478, E-Mail: info@lampemesteren.com) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). You can use the sample cancellation form, but this is not mandatory. If you make use of this option, we will send you a confirmation of receipt of such a cancellation without delay (e.g. by e-mail).

To meet the cancellation deadline, it is sufficient for you to send your notification of exercising your right of cancellation before the cancellation period expires.

Consequences of cancellation

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; under no circumstances will you be charged any fees for this repayment. We may withhold reimbursement until we have received the goods back or until you have supplied evidence of having sent back the goods, whichever is the earliest.

You must return or hand over the goods to us (Lampemesteren GmbH, Rabanusstraße 14-16, 36037 Fulda) immediately and in any case within fourteen days at the latest from the day on which you inform us of the cancellation of this contract. The deadline is met if you dispatch the goods before the period of fourteen days has expired. You will only be 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.

6.2. Exceptions to the right of cancellation

There are legal exceptions to the right of cancellation (§ 312g BGB), whereby we reserve the right to invoke the following provisions against you:

The right of cancellation does not apply to contracts for the delivery of goods which are not prefabricated and for the manufacture of which an individual selection or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer.

6.3. Sample cancellation form

The 'sample cancellation form' mentioned in the above cancellation policy is reproduced below. You do not necessarily have to use it, but can also formulate your cancellation yourself in any case.

Muster-Widerrufsformular

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

- To Lampemesteren GmbH, Rabanusstraße 14-16, 36037 Fulda, Tel: +45 96 750 478, E-Mail: info@lampemesteren.com:
- I/we (*) hereby cancel the contract concluded by me/us (*) for the purchase of the following goods (*)/the performance 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 communicating in writing)
- Date(s)

(*) Delete as appropriate.

6.4. Lights are usually fragile and sensitive items and should therefore be handled with the necessary care. Before returning the goods, please pack them as carefully as possible, preferably in the original carton with all accessories and packaging components. If necessary, use protective outer packaging.

6.5. Please note our order discounts and vouchers:

If you have received a discount for your order in the form of our order discounts or price deductions via vouchers due to the order value reached and if the order value required for the discount received is fallen short of again due to a (partial) cancellation, you will be charged the difference resulting from the discount received compared to the original order value without this discount.

Failure to comply with the above instructions does not affect the effective exercise of the right of cancellation and does not impair your legal position.

7. 50 day voluntary right of return

7.1. Notwithstanding your statutory 14-day right of cancellation, we offer you a voluntary right of return for the following 36 days. This allows you to return goods received from us without giving reasons within 50 days by returning the goods. The period begins after complete receipt of the goods. Timely dispatch of the goods or the return request is sufficient to meet the deadline. This voluntary right of return can only be exercised by returning the goods, unless the goods cannot be sent as a parcel. Goods that cannot be sent as a parcel will be collected from you by a forwarding agent commissioned by us. It is therefore necessary to contact our customer service in advance. Further information can be found [here](#).

7.2. If you return goods in accordance with the voluntary right of return, we will refund the purchase price. Please return the goods complete (with all accessories and with all packaging components) and in undamaged and undamaged condition in the original packaging. Otherwise, compensation may be demanded for any loss in value that has occurred if the loss in value is due to handling of the goods that was not necessary to check the condition, properties and functionality of the goods. If you have any difficulties with the packaging or the use of our returns portal, please contact our customer service.

We provide a returns label for the return of the goods. This can be used to hand in the parcel free of charge to the specified shipping service provider.

7.3. Our voluntary right of return is excluded if goods have been manufactured according to customer specifications.

7.4. Please note that the conditions stated in § 7 do not apply in the first 14 days (statutory right of cancellation according to § 6 of the GTC) of the voluntary right of return, but only in the following 36 days.

The contractually granted voluntary right of return does not affect your statutory rights and claims, the utilisation of which is free of charge. In particular, your statutory right of cancellation and your statutory warranty rights remain unaffected.

8. Retention of title

The goods remain our property until full payment has been made.

9. Warranty and complaint management

9.1. In the event of defects in the goods, the customer has a statutory right of liability for defects (warranty). The statutory warranty period of 2 years applies to consumers for new goods supplied by us. The period begins when the product is handed over to the consumer.

In accordance with the statutory regulations, we are not liable for damage that

- are due to improper installation (e.g. non-compliance with the limit values for supply voltage) and/or improper use (e.g. use of products without the corresponding 'sea-weather-proof' labelling in an environment with very salty air or use of products without the corresponding protection class IP44 and higher) in locations with constantly above-average humidity and/or improper maintenance (e.g. through the use of unsuitable cleaning agents, use of sharp-edged objects) of the products sold,
- are due to use-related or other natural and normal wear and tear,
- are due to unauthorised modification of the product (e.g. attachments and/or conversions)

Of course, we shall only be liable in the above cases if we are not responsible for the damage.

The data given on the average service life of light sources are average values. It is not a guarantee that a light source will achieve at least this service life.

Warranty claims against entrepreneurs are limited to a period of one year from delivery of new goods.

In the case of used goods, we can only provide a warranty free of charge to consumers and only within one year of delivery of the goods. The warranty is excluded for the delivery of used goods to entrepreneurs.

9.2. Entrepreneurs must report obvious defects in writing immediately, but at the latest within a period of 5 days from receipt of the goods. In the event of the discovery of non-obvious defects, the obligation to give notice of defects without delay shall apply, at the latest within 5 days of the discovery of the defect. The timely dispatch of the notification is sufficient to preserve the rights of the buyer. Otherwise, the goods shall also be deemed to have been approved in view of the defect in question. Timely despatch shall suffice to meet the deadline. For merchants, § 377 HGB applies additionally.

9.3. Expressly excluded from the limitations or exclusions of warranty liability in the above provisions of 9.1. and 9.2. are claims for damages based on a defect arising from injury to life, limb or health resulting from a breach of duty for which we are responsible, as well as claims for damages for other damages resulting from an intentional or grossly negligent breach of duty by us. The statutory limitation period of 2 years shall apply to the claims excluded above. Limitations or exclusions of warranty claims as a whole shall not apply in the event that we have given a guarantee of quality or fraudulently concealed a defect within the meaning of § 444 BGB. Any manufacturer's warranty shall also remain unaffected. The provision of § 478 BGB on dealer recourse in the sale of newly manufactured goods to a consumer shall also remain unaffected. Insofar as our liability is excluded or limited or exceptions to this are regulated above, this shall also apply to the personal liability of our employees, staff, legal representatives and vicarious agents.

9.4. Within the warranty period, we are obliged to provide subsequent fulfilment free of charge, i.e. to rectify defects or provide a replacement delivery, in the event of defects that are subject to the statutory warranty. Consumers as contractual partners have the choice of whether, in the event of a defect, subsequent fulfilment

is to take the form of rectification of the defect or a replacement delivery. We are entitled to refuse the type of subsequent fulfilment chosen if special statutory requirements are met, in particular if this is only possible at disproportionate cost and the other type of subsequent fulfilment does not cause significant disadvantages for the contractual partner. In the case of contracts with entrepreneurs, the type of subsequent fulfilment shall be at our discretion. If we are unwilling or unable to remedy the defect or supply a replacement, or if this is delayed beyond a reasonable period for reasons for which we are responsible, or if the remedy of the defect or replacement delivery fails in any other way, you are entitled, at your discretion, to demand a corresponding reduction in the purchase price or to withdraw from the contract. If the legal requirements are met, claims for damages may also exist. Withdrawal and compensation in lieu of full performance are also excluded if the defect only insignificantly reduces the value or suitability of the purchased item or work.

9.5. We value your customer satisfaction. You can contact us at any time using one of the contact channels listed above. We will endeavour to examine your request as quickly as possible and will contact you after receiving the documents or your submission or complaint. However, please give us some time, as it is often necessary to involve the manufacturer in warranty cases. In the case of complaints, you can help us if you describe the subject of the problem as precisely as possible and, if necessary, send us a copy of the order documents or at least state the order number, customer number, etc. If you do not receive a response from us within 5 working days, please contact us. In rare cases, e-mails may have got 'stuck' in our or your spam filters or a message may not have reached you by other means or may have been omitted by mistake.

9.6. For service enquiries, please contact our customer service department as follows:

Lampemesteren GmbH
Rabanusstraße 14-16
36037 Fulda
Germany

Our contact options: <https://www.lampemesteren.com/about-us>

9.7. Warranty promises made by the manufacturers of the products sold by us only justify claims against the manufacturer as the guarantor. The statutory warranty claims against us as the seller are not affected by this.

10. Data protection notice

Our data protection practices are based on the statutory provisions, in particular the Federal Data Protection Act (BDSG) and the Digital Services Act (DDG) as well as the General Data Protection Regulation (GDPR). Details on the collection and use of your personal data can be found in our [privacy policy](#), which also contains information on the credit check, in the context of which values for the probability of non-payment are calculated, including your address data.

11. Dispute resolution for consumers

We endeavour to reach an agreement with the customer at all times. Please use our other contact options. The European Commission provides a platform for online dispute resolution (OS) with further information, which is available on the Internet at <https://ec.europa.eu/consumers/odr/main/index.cfm>. We are not willing or obliged to participate in dispute resolution proceedings before a consumer arbitration board.

12. Governing law, place of jurisdiction

12.1 The law of the Federal Republic of Germany shall apply to all legal transactions or other legal relationships with us. The UN Convention on Contracts for the International Sale of Goods (CISG) and any other intergovernmental agreements, even after their adoption into German law, shall not apply. In the case of

contracts for a purpose that cannot be attributed to the professional or commercial activity of the authorised party (contract with consumers), this choice of law includes that the consumer is not deprived of the protection granted by mandatory provisions of the law of the country in which he has his habitual residence.

12.2 In business transactions with merchants and with legal entities under public law, the place of jurisdiction for all legal disputes concerning these terms and conditions and individual contracts concluded under their validity, including actions on bills of exchange and cheques, shall be our registered office. In this case, we shall also be entitled to take legal action at the customer's registered office. Any exclusive place of jurisdiction shall remain unaffected by the above provision.

13. Severability clause

Should individual provisions of these General Terms and Conditions of Business be wholly or partially invalid or lose their legal validity at a later date, this shall not affect the validity of the remaining General Terms and Conditions of Business. The invalid provisions shall be replaced by the statutory provisions. The same applies if the General Terms and Conditions contain an unforeseen loophole.

Dated May 2025

Lampemesteren GmbH