



## General Terms and Conditions of Business for Consumers (B2C)

### § 1 Scope of application and contractual bases

(1) The following Terms and Conditions of Sale apply to the contract of purchase concluded between you, as Purchaser, and ourselves,

mawa design Licht- und Wohnideen GmbH,  
Neu-Langerwisch 36  
14552 Michendorf

+49 (0)33205 228822  
info@mawa-design.de

as Seller concerning the delivery of goods.

(2) All agreements made between you and ourselves in connection with the contract of purchase derive in particular from these Terms and Conditions of Sale, our written confirmation of order and our declaration of acceptance.

(3) Illustrations, descriptions and drawings contained in our brochures, advertisements and other offer documents are only approximate except in so far as the details contained in the same are expressly stated by us to be binding.

### § 2 Order process; Formation of the contract

(1) The presentation of our products on our website does not constitute any legally binding offer, but only a non-binding invitation to you to order goods.

(2) The products intended to be purchased are placed in the „shopping basket“ and the method of payment determined. Using the corresponding button (shopping basket symbol) via the navigation bar, you can call up the „shopping basket“ and make changes there at any time, and in particular remove products from the shopping basket. After calling up the „shopping basket“ and clicking on the „continue“ button, details of the invoice and delivery address then need to be entered. After this, in a final step, all details of the order will be displayed once again. Before you are able to complete the order process, you will be asked to confirm that you are familiar with the General Terms and Conditions of Business and will be advised as to your right of cancellation. By clicking on the button „Place order with obligation to make payment“ you submit a binding offer to conclude a contract of purchase in regard to the goods contained in the shopping basket. The minimum order value is 250 EUR.

(3) You will receive confirmation of the receipt of your order by means of an automatically generated e-mail immediately after your order has been sent. This confirmation does not constitute any acceptance of a contract. The acceptance of the contract only takes place when you receive an e-mail from us in which we confirm the dispatch of the goods or the acceptance of your offer to conclude a contract of purchase (confirmation of order). We may accept your offer within five working days. If we are unable to accept your offer, we will notify you without delay. We are under no obligation to accept your offer.

(4) Please note that in regard to the following technically complex product families and series we may make the acceptance of your offer to conclude a contract of purchase conditional upon proof that you have received professional advice from a lighting designer or comparable qualified personnel:

- Wittenberg
- Wittenberg 4.0
- FBL
- Seventies.

### § 3 Prices; Delivery and shipping costs; Payment

(1) Our prices include the packaging costs and the statutory value added tax; however, delivery and shipping costs are only included in our prices where a separate agreement has been made with you in this respect.

In the event of revocation of your declaration of intent directed towards the conclusion of a contract of purchase, you have to bear the normal costs of returning the goods, as set out in more detail in the notice of your right of cancellation appended below. In the case of return, we request that you, as far as possible, to send the goods back to us in their original packaging. We draw attention to the fact that no obligation exists to return the goods in their original packaging.

(2) Unless agreed with you in writing to the contrary, the purchase price owed by you is payable without deduction within 14 days following receipt of our invoice.

(3) Should you fall into default with payment, we shall be entitled as from this date to demand interest in the amount of 5 % above the respective base interest rate of the European Central Bank (ECB). In this connection, we reserve the right to prove that we have suffered a higher amount of damage.

#### **§ 4 Set-off; Right of withholding**

You are only entitled to set off your own claims against our claims if your claims are undisputed. You are also entitled to set off your own claims against our claims if you assert claims on account of defects or counter-claims arising from the same contract of purchase. As Purchaser, you may only exercise a right of withholding where your counter-claim is based on the same contract of purchase.

#### **§ 5 Period for delivery and performance**

(1) Our delivery dates and delivery periods quoted represent in all cases non-binding information unless these have been expressly agreed between you and ourselves as binding. As a general principle, the delivery date will be expressed as a delivery week unless agreed to the contrary.

(2) Four weeks following any overrun of a non-binding delivery date or a non-binding delivery period, you may call upon us in text form to make delivery within a reasonable period. Should we culpably fail to meet an expressly agreed binding delivery date or an expressly agreed binding delivery period, or should we fall into default in delivery for any other reason, you must set us a reasonable extension of time to make delivery. If we allow this extension of time to expire without having made delivery, you are entitled to cancel the contract of purchase.

(3) Where we are not responsible for any permanent obstacle to delivery (force majeure or non-supply from our own supplier although a corresponding congruent covering transaction was concluded in due time), we have the right to such extent to cancel the contract with the Purchaser. The Purchaser will be informed without delay and any performances received, in particular payments, will be promptly reimbursed.

(4) Subject to the limitations set out under § 6 below, we shall furthermore be liable to you in accordance with the statutory provisions if the contract is to be performed by a specified date or within a specified period, or you are entitled by reason of the delay in delivery for which we are responsible to invoke your right to abandon your interest in the performance of the contract.

(5) We shall at all times be entitled to make part deliveries and part performances in so far as you may reasonably be expected to accept the same.

#### **§ 6 Rights in the case of default or defects; Liability**

(1) Should the object delivered not possess the qualities agreed between you and ourselves, or should it not be suitable for the use stipulated under our contract or for use in general, or should it not possess the features which you were entitled to expect consistent with our public statements, we shall be obliged to remedy the defect. This shall not apply where we are entitled to refuse to remedy the defect on the basis of statutory provisions.

(2) The defect may, at your option, be remedied through elimination of the defect (rectification) or the delivery of replacement goods. In this connection, you have to grant us a reasonable period to remedy the defect. During the period for remedying the defect, you are not entitled to reduce the purchase price or cancel the contract. If we have twice attempted in vain to rectify the defect, the attempt shall be deemed to have failed. If the attempt to remedy the defect has failed, you are entitled, at your option, to reduce the purchase price or cancel the contract.

(3) You may only assert claims for damages on account of any defects after the remedial measures have failed. Your right to assert further-reaching claims for damages in accordance with the following paragraphs remains unaffected.

(4) We shall be liable in accordance with the statutory provisions for damage to life, limb or health resulting from any culpable breach of duty by ourselves, our statutory representatives or our vicarious agents. We shall further be liable in accordance with the statutory provisions for any other damage resulting from deliberate or grossly negligent breaches of contract or any fraudulent intent on the part of ourselves, our statutory representatives or our vicarious agents. In so far as the Produkthaftungsgesetz [Product Liability Act] applies, we shall be liable in accordance with its provisions without restriction.

We shall also be liable within the scope of any guarantee as to quality and/or durability in so far as we have given such guarantee in regard to the object delivered. Should any damage arise which, whilst it results from the fact that the quality or durability guaranteed by us is lacking, did not arise directly in the goods delivered by us, we shall only be liable herefor if the risk of any such damage clearly falls under our guarantee as to quality and durability.

(5) Should any damage caused by reason of default or a defect result from an ordinary negligent breach of any fundamental contractual duty, that is to say the ordinary negligent breach of a duty, the fulfilment of which makes the proper performance of the contract possible in the first place and on compliance with which you, as the Purchaser, are regularly entitled to rely, our liability shall be limited to the damage typical for the nature of the contract and foreseeable at the time of conclusion of the contract. The same shall apply if you are entitled to claims for damages in lieu of performance.

(6) No further-reaching liability claims against us exist, irrespective of the legal nature of the claims raised against us by you. Our liability under para. 3 above remains unaffected hereby.

#### **§ 7 Reservation of title**

The goods delivered (reserved goods) remain our property until payment has been made in full of all claims arising under this contract.

## § 8 Special designs and modifications of standard products

(1) For special designs and modifications of standard products, the particularities set out in paras. 4 to 7 apply.

(2) Special designs are goods which are tested, designed and manufactured in accordance with customer stipulations (e.g. in the form of a schematic diagram, renderings, technical specifications or such like). In this connection, various existing products from our product portfolio may be integrated.

(3) A modification of standard products is any change desired by the customer to the product from our product portfolio defined by us. This may include:

- an individual colour choice outside the colours offered by us;
- a change to the dimensions outside the product measurements offered;
- technical changes, e.g. a change to the LED used, to the busbar adapter or to other components in deviation from the standard product defined by us.

(4) Special designs and modifications to standard products will be manufactured by us in accordance with individual customer stipulations. Smaller changes (e.g. individual colour choice) will be noted in the order confirmation. In the case of major modifications and special designs, we will prepare a design drawing containing all relevant points prior to the commencement of production. In this connection, the customer will confirm the release on the drawing.

(5) Where special designs and the modified standard product are manufactured on the basis of your specifications, you alone are responsible for ensuring that no industrial property rights of third parties are infringed in this respect. Should we nevertheless be exposed to claims from third parties on account of any breach of industrial property rights, you shall indemnify us from these claims in the full scope.

(6) The delivery period will be agreed individually or quoted by us upon acceptance of the order. Where this is not the case, the delivery period for special designs and any modifications of standard products amounts to 8 weeks following the release of the design drawing or confirmation of the order and receipt of the payment on account. The delivery period shall be deemed to have been met where the goods are dispatched or readiness for dispatch is notified within the delivery week quoted.

(7) In the case of special designs or modified standard products, a payment on account in an amount of 50 % of the order value shall be due or a performance bond for the total order value delivered within 5 days following the conclusion of the contract. We may make the commencement of our work conditional upon receipt of the payment on account.

## § 9 Applicable law; Contract language

Our contract shall be governed by the law of the Federal Republic of Germany, but only in so far as the protection granted is not abrogated by mandatory provisions of the law of the member state of the European Union in which the consumer has his customary residence. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded. The contract language is German. The business headquarters are located in Michendorf.

## § 10 Implementation of the Online Dispute Resolution Regulation

Online dispute resolution pursuant to Art. 14 (1) of the Online Dispute Resolution Regulation: the European Commission provides a platform for the extra-judicial online resolution of disputes (ODR), which you can find under <http://ec.europa.eu/consumers/odr/>. You will find our e-mail address in our Legal Notice.

Notice pursuant to Section 36 (1), no. 2, VSBG [Gesetz über die alternative Streitbeilegung in Verbrauchersachen - Act on Alternative Dispute Resolution in Consumer Matters]: We are neither prepared nor obliged to participate in any dispute resolution proceedings before a consumer dispute settlement body.

## § 11 Disposal of lamps

(1) Old electrical and electronic appliances contain, inter alia, recyclable material and/or hazardous substances and therefore should not be disposed of with household waste. In Germany, the relevant Gesetz über das Inverkehrbringen, die Rücknahme und die umweltverträgliche Entsorgung von Elektro- und Elektronikgeräten - Act governing the Sale, Return and Environmentally Compatible Disposal of Electrical and Electronic Appliances - in short ElektroG] regulates the handling of such old electrical and electronic appliances.

Under these provisions, the owners of such old appliances are obliged to dispose of the same at a collection point separate from unsorted household waste. In other words: old appliances do not belong in household waste but must be disposed of separately. In this respect, consumers have various possibilities available to them, e.g. the return to dealers of electrical and electronics appliances or the return to municipal recycling facilities operated by the public waste management authorities. In order to make this clear, all electrical and electronic appliances newly placed on the market since the year 2005 bear the symbol of a crossed-out wheeled bin:



(2) Before delivering electrical and electronic appliances to a collection point, the owners must take out batteries and accumulators which are not encased in the old appliance.

(3) The consumer is furthermore himself solely responsible for ensuring that all personal data which may be contained in old appliances is erased prior to delivery to a collection point. Accordingly, the consumer is, in his own interest, obliged by law to secure all existing data such as messages, music, photos etc. and then to erase the same from the old appliances on a permanent basis prior to delivering them.

(4) In this connection, mawa design Licht- und Wohnideen GmbH is listed at the national foundation EAR under the WEEE registration number DE94596357 and organises the transport and professional disposal of the municipally registered old appliances in co-operation with Lightcycle Retourlogistik und Service GmbH.

## Notice of right of cancellation

### Right of cancellation

(1) You have the right to cancel this contract within fourteen days without specifying reasons. The cancellation period amounts to fourteen days from the date on which you or any third party designated by you who is not the carrier took possession of the last goods. If you have ordered several goods within the framework of a single order and these are delivered separately, the cancellation period amounts to fourteen days from the date on which you or any third party designated by you who is not the carrier took possession of the last goods. If you have ordered goods which are delivered in several part consignments or units, the cancellation period amounts to fourteen days from the date on which you or any third party designated by you who is not the carrier took possession of the last part consignment or the last unit. If you have ordered goods which are intended to be delivered on a regular basis during a fixed period, the cancellation period amounts to fourteen days from the date on which you or a third party designated by you who is not the carrier took possession of the first goods.

(2) In order to exercise your right of cancellation, you must inform us,

mawa design Licht- und Wohnideen GmbH  
Neu-Langerwisch 36  
14552 Michendorf

info@mawa-design.de  
Fax: 033205/228823

by means of an unambiguous declaration (e.g. a letter sent by post, fax or e-mail) of your decision to cancel this contract. For this purpose, you may use the specimen cancellation form attached, but this is not compulsory. In order to comply with the cancellation period, it is sufficient if you send the notification of the exercise of your right of cancellation before the cancellation period expires.

### Consequences of cancellation

(1) If you cancel this contract, we have to refund all payments which we have received from you, including the delivery costs (with the exception of any additional costs which arose through your having selected a different mode of delivery than the cheapest standard delivery offered by us). The refund will be made promptly and at the latest within fourteen days from the date on which we receive the notification of your cancellation of this contract. For this refund, we will use the same means of payment as you used in the original transaction unless otherwise expressly agreed with you; in no case will you be charged any fee in connection with this refund. We may refuse to make repayment until we have received back the goods or until you have provided proof that you have returned the goods, whichever date is earlier.

(2) You must return the goods without delay and in any event no later than within fourteen days from the date on which you inform us of the cancellation of this contract, addressed either to us or preferably to our production address (mawa design Licht- und Wohnideen GmbH, Ebereschenring 12-13, 14554 Seddiner See); alternatively, you may deliver the goods there.

(3) The time period is deemed to be observed if you dispatch the goods prior to the expiration of the fourteen day period. You bear the direct costs of returning the goods.

(4) You are only liable for any diminished value of the goods if this diminished value results from handling other than what was necessary to examine the quality, features and functioning of the goods.

### Exceptions to the right of cancellation

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