

Terms and Conditions of LEDs Com GmbH

1: Scope

These Terms and Conditions shall apply for all mutual claims arising from and in association with a contract concluded between the customer and LEDs Com GmbH. Contradictory Terms and Conditions shall only form part of the Contract if these are recognised by us in writing. We reserve the right to make changes in the technical specifications in the sense of technical improvements or reasonable deviations in form, colour and weight where these do not deviate from the required quality or functionality.

You can choose to agree a purchase contract in either German or English.

The depiction of the products in the online shop does not constitute a legally binding offer but rather a non-binding online catalogue. By clicking the button 'send order' you are making a binding order for the goods in the shopping basket. Your order will be confirmed with acceptance of the order by automatic e-mail immediately after you send the order. This e-mail confirmation denotes agreement of a purchase contract.

We shall be entitled to make partial shipments or deliver services in stages where there are reasonable grounds for doing so.

2: Prices, Conditions of Payment and Retention of Title

Where orders are made via the LED Com GmbH Homepage the prices listed there at the time of ordering shall apply. Invoices shall be paid immediately and free of any deductions.

Payment shall only be considered completed when LEDs Com GmbH can access the amount due without incurring loss. Should the purchaser fall behind with payments, then we shall be entitled to demand a late payment fee of EUR 5.00 as well as late payment interest at the statutory rate. In order to mitigate credit risks LEDs Com GmbH shall reserve the right, in any individual case, to refuse certain types of payment and to supply the requested goods only after receipt of advance payment or against cash on delivery. We shall retain the title to the goods supplied until full payment of the purchase price. The purchaser shall be obliged to inform us of any change of address and/or address of the business for as long as there are demands still outstanding against goods supplied or the goods have not yet been delivered.

3: Modes of payment

The following is applicable to all modes of payment:

The original invoice is delivered together with the goods. Unless you specify a different delivery address. In this case, the invoice is mailed separately to the invoice address and the goods and delivery note are delivered to the delivery address.

Invoice:

There is no surcharge for payment on invoice. The invoice is payable on receipt, without deductions. Orders can only be made on invoice for order values of up to 200€ and if the invoice address and the delivery address are identical and the delivery address is in Germany.

Cash on delivery:

The surcharge for C.O.D. payments is € 4.40. In addition to the additional charge for cash on delivery payment there will also be a collection fee of EUR 2.00. This charge will be made via a deduction from the cash on delivery total that is collected and is thus not listed in the commercial invoice. No cash on delivery payment is possible for shipments abroad. It is possible to submit a different delivery address. The cash on delivery charge must be given to the postman in cash when the shipment is delivered.

Pre-payment:

There is no surcharge for pre-payment. After ordering, you will receive a pro forma invoice by e-mail. As soon as receipt of payment is confirmed, we will dispatch the goods.

4: Conditions of Supply and Service

Should LEDs Com GmbH withdraw from the Sales Contract due to lack of availability of the goods, then we shall be obliged to inform the customer immediately of said lack of availability and offer an alternative service to the customer immediately. This provision shall also apply in the case of claims for subsequent deliveries.

5: Revocation Instructions (Instructions on the Revocation rights and consequences for the consumer in the case of consumer contracts)

Right of Revocation

You may revoke your contractual declaration, without stating reasons, within one month in written form (e.g. by letter, fax, email) or – if the goods have been delivered to you prior to expiry of the deadline – by returning the goods. The revocation period begins to run upon receipt of these instructions in written form, but not prior to receipt of the goods by the recipient (by recurring deliveries of the same goods, not prior to receipt of the first partial delivery) and also not prior to our having fulfilled our duties to provide information pursuant to Article 246, section 2 in conjunction with section 1, paragraphs 1 and 2 of the Introductory Act to the German Civil Code (Einführungsgesetz zum Bürgerlichen Gesetzbuch, EGBGB), as well as our duties pursuant to Section 312g, paragraph 1, first sentence, of the German Civil Code (Bürgerliches Gesetzbuch, BGB) in conjunction with Article 246, section 3 EGBGB. The revocation deadline is complied with if the revocation or the goods are sent out in a timely manner.

The revocation is to be sent to:

LEDs Com GmbH, Oststrasse 13B, 41352 Korschenbroich

Manager: Oguzhan Teke

Fax: 02161/69799-64

email: info@leds-com.de

Consequences of revocation

In the case of a valid revocation, the performance received by both parties is to be returned, as are any derived benefits (e.g. interest). If you are unable to return the received performance or benefits (e.g. benefits of use) in whole, or able to do so only in part or only in deteriorated condition, you must compensate us for any loss in value. You must compensate us for loss in value due to deterioration of the goods or derived benefits only if the benefits or the deterioration is attributable to use of the goods that goes beyond testing their features and functionality. “Testing their features and functionality” means testing and trying out the relevant goods as is possible and customary in, for instance, a retail shop. Goods that are packaged in a manner suitable for shipment are to be returned at our risk. You are responsible for the customary costs of return shipment if the delivered goods are in conformity with the ordered goods and if the price of the goods to be shipped back does not exceed EUR 40 or, where the goods have a higher price, you have not made payment or a contractually agreed instalment payment at the time of revocation. Otherwise, you are not responsible for the costs of return shipment. Goods that are not packaged in a manner suitable for shipment will be picked up from you. Obligations to refund payments must be fulfilled within 30 days. The period begins to run for you with the sending of either your declaration of revocation or the goods, and for us, with the receipt of same.

End of revocation instructions

The right of revocation applies only to the extent that the law governing distance contracts is applicable.

Civil Code = BGB = Bürgerliches Gesetzbuch

6: Agreement of bear the costs

You have to bear the regular costs of returning if the delivered goods are same as the ordered ones and if the price of the returned article does not exceed the amount of 40 Euros or if you have still not made the complete payment or instalments as agreed in the contract in case of a higher price of the article at the time of cancellation. Otherwise, the returning of the article is free of charge for you.

7: Claims for Defects, Conditions of Guarantee, Claims for Compensation for Damages

The statutory period of limitation for claims for defects is 2 years and commences with the handover of the goods. During this time all defects subject to the statutory warranty obligation shall be rectified free of charge. A precondition for a claim under this statutory warranty obligation shall be that the defect did not arise through inappropriate use or excessive strain being placed on it. Where a defect does not come to light until more than 6 months after handover, then the customer must provide proof that the item was faulty upon acceptance of liability. If this is not forthcoming then LEDs Com GmbH shall be free to present evidence to the effect that the item was free of all defects at the time of handover. The statutory provisions shall apply with regard to possible claims for compensation for damages due to defects in the goods.

8: Liability

LEDs Com GmbH shall be liable for damages arising from injury to life, health or body, that are caused by wilful breach of contract or negligence on the part of LEDs Com GmbH, one of its legal representatives or agents of LEDs Com GmbH, or for any other damages that are due to wilful breach of contract or gross negligence on the part of LEDs Com GmbH, one of its legal representatives or agents of LEDs Com GmbH

9: Data Protection

We use the data that you submit to us in order to fulfil and process your order or enquiry. Your address is stored in our data processing system in order to enable fast and accurate processing. Submitted data is handled in accordance with the regulations in the Federal Data Protection Act and the German Teleservices Act (TMG).

We save the text of the contract and send you the order details and our general terms and conditions by e-mail. For security reasons your order details are no longer accessible via the Internet.

According to the Federal Data Protection Act, you are entitled to information on your stored data at no charge and you may also be entitled to the correction, blocking or deletion of this data.

In so far as we provide services prior to payment, we may consult SCHUFA Holding AG, Kormoranweg 5, 65201 Wiesbaden in order to safeguard our legitimate interests. Your protectable interests will be taken into account in accordance with legal provisions.

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if you enable IP anonymisation on this website, your IP address will first be shortened by Google within Member States of the European Union and in other Contracting States of the Agreement on the European Economic Area. Only in exceptional cases will the full IP address be transferred to a Google server in the U.S. and shortened there. At the instruction of the operator of this website, Google will use this information to analyse your interaction with the website, to generate reports on website activities, and to provide other services to the website operator in connection with website and Internet use. The IP address transferred from your browser in connection with Google Analytics is not linked by Google with other data. You can block the cookies by adjusting your browser settings; however, you should be aware that this may prevent you from being able to use all functions of this website to the full extent. The data generated by cookies is based on your interaction with the website and includes your IP address. This data is sent to Google for processing. If you wish to opt out of this procedure, you can download and install the add-on for your current browser at <http://tools.google.com/dlpage/gaoptout?hl=de>.

10: Final Provisions

Any individual provisions that may prove invalid shall not affect the validity of the remaining provisions of these Terms and Conditions.

11: Choice of Law

For Contracts with sales people, business and legal persons in public law as well as where the customer is not a consumer and does not have a court of jurisdiction in Germany, the court of jurisdiction shall be agreed as Neuss. German law shall apply.

Published: November 2011

Name of Service Provider:

Company LEDs Com GmbH

Oststrasse 13b, 41352 Korschenbroich, Germany

Managing Director: Oguzhan Teke

Tel: 02161/69799-56, Fax: 02161/69799-64, info@leds-com.de, www.leds-com.de

Register Court: Neuss, Germany, HRB-No. 13760

WEEE-Reg.-Nr. DE 11960546