

Terms and Conditions

Your provider and contractual partner

Lampemesteren GmbH

Rabanusstraße 14-16
36037 Fulda
Germany

Private limited company with registered office in Fulda
AG Fulda, HRB (Commercial Register Part B) 9016

Managing directors: Vanessa Stützle, Rosanna Gehring

VAT ID no. pursuant to section 27a of the German Value Added Tax Act (Umsatzsteuergesetz, "UStG"): DE 347 701 450

Producer registration number: WEE/MM7734AA

You can reach our customer service for questions, complaints and claims:

Telephone: +44 203 499 8953

Contact details: <https://www.lampmasters.co.uk/about-us>

Lampmasters.co.uk

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1. Applicability and defined terms

1.1. These Terms and Conditions apply to the sale of all products and services on our website to the exclusion of all other terms and conditions, including any terms and conditions of you, the customer. Please read these Terms and Conditions carefully and make sure that you understand them before you order any products or services. They do not affect your statutory rights.

1.2. Some provisions of these Terms and Conditions apply only to consumers and some apply only to businesses. Where this is the case, it will be indicated at the start of the relevant provision. For the purpose of these Terms and Conditions, a consumer is an individual who is purchasing via the website for their own personal use and a business is an individual or a company who is purchasing via the website for a commercial purpose, which may include a self-employed or freelance person who will use their purchase for or in their business. Use of the word 'customer' includes both consumers and business customers.

1.3. For ordering as an entrepreneur in a cross-border transaction, the specification of a valid VAT ID number is necessary in the context of the order or via the customer account. By entering a valid VAT ID number in the field provided for this purpose, the customer confirms that he is placing the order as an entrepreneur within 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, the customer confirms that he/she is not ordering as an entrepreneur or within the context of his/her business. In this case, the customer is treated as a consumer. A subsequent change or modification is not possible.

1.4. A reference to a working day shall mean any weekday excluding Saturdays, Sundays and public holidays in England and Wales.

2. Reviewing these Terms and Conditions and creating an account

2.1. We will keep a copy of these Terms and Conditions and save it with your order details. A copy will be sent to you via email together with the automatic order confirmation which we send to you after you have placed an order with us. We recommend that you keep a copy of these Terms and Conditions, either by saving and printing a copy from our website, or by saving and printing the copy which we send to you together with the order confirmation.

2.2. We will save details relating to each contract you enter into with us, but for security reasons you will not be able to access this information directly. You may register your details with us in order to create an online account. This account is password-protected with a password of your choice. In your account, you can manage your information and view your order details. You agree to keep your login details and password to your account confidential and will not to make them accessible to any unauthorised third party.

3. Who we are, language and contract formation

3.1. When you place an order through our website, you are entering into a contract with Lampemesteren GmbH. Our details are at the top of these Terms and Conditions. The contract you enter into with us will be in English.

3.2. Before submitting your order through our website, you will have the opportunity to check and correct any input errors in your order up until you click the "Confirm and Pay" button. After you place an order, you will receive an e-mail from us acknowledging that we have received your order.

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3.3. After placing your order you will receive an invitation to pay for it via one of the online payment services offered by us. You will be able to use the following methods to complete payment: Bank transfer, PayPal, Apple Pay or payment using a credit card with Adyen N.V. The creation of a legally binding contract between us will only occur when you have successfully paid for your order.

3.4. If you have chosen a different payment option for your order, the creation of a legally binding contract between us will only occur when we send you an e-mail that confirms your order has been dispatched or when we send you an express declaration of acceptance.

3.5. You will usually receive the email inviting you to make payment or, where you have chosen an alternative method of payment, the dispatch notification, on the same day that you place your order. You can cancel all or part of your order up until you have paid for it in full or we send you a notification of dispatch, whichever is the earlier.

4. Prices and delivery costs

4.1. The prices for all products are as displayed on our website at the time you place your order. All prices and charges on this website are in UK pounds. Unless expressly stated otherwise, they include any VAT payable, but exclude delivery charges.

4.2. In addition to the stated product prices, delivery charges may apply. These are displayed in the order overview before finalising your purchase.

5. Payment and delivery

5.1. We accept the following payment options:

- **Credit card payment via Adyen N.V. (VISA, MasterCard, Maestro debit card, AMEX)**
Credit card processing is carried out by Adyen N.V., Simon Carmiggelstraat 6-50, 1011 DJ Amsterdam, The Netherlands, Registry court: Dutch Chamber of Commerce, registration number: 34259528. You enter your credit card number, validity and verification number. This information is not stored by us, but is 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, MasterCard SecureCode or AMEX SafeKey. Authentication by 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. The credit card is charged immediately after the order is shipped. This simple and fast form of payment is completely free of charge for you.

Debit card / EC card:
After entering your data, the invoice amount will be debited from your account. As with 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 for the first time (except for guest orders via PayPal), identify yourself with your login data and confirm the payment instruction to us. With PayPal Express, the address data stored in your PayPal account will also be transmitted to us. You confirm the payment by submitting the order in our online shop. You will receive further instructions on how to access the payment provider's page during the ordering process.

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- **Apple Pay**

You pay directly via your Apple account. After submitting your order, you will be redirected to Apple, where you can authorize the payment of the order amount. As soon as we have been informed about your authorization, the shipment will take place - depending on the delivery time indicated with the item. Depending on the payment method deposited with Apple Pay, it will be debited with the actual invoice amount after deduction of any discounts, gift vouchers, etc. immediately after authorization or after shipping has taken place.

- **Trustly**

With Trustly, you pay directly from your bank account – without additional registration. To do this, you select your bank and confirm the payment. The payment amount is debited from your account immediately. You will receive further details during the ordering process.

- **Klarna Pay in 30 Days (Invoice)**

With Klarna Pay Later, you have up to 30 days to pay for your order. To use this payment method, you must be a resident of the United Kingdom and at least 18 years old. By selecting this option, you agree that Klarna Bank AB (publ) (company number 556737-0431, Sveavägen 46, 111 34 Stockholm, Sweden) will process your payment. Klarna's terms and conditions (more info here) apply and will be presented to you at checkout, where they must be accepted.

- **Klarna Pay in 3**

With Klarna Pay in 3, you can pay for your purchase in three interest-free instalments, subject to approval following a credit assessment. The first instalment is due at the time of shipment, with the remaining instalments due 30 and 60 days thereafter. Payments will be taken automatically using the payment method selected at checkout (credit/debit card or direct debit, where available). Klarna's terms and conditions apply and will be made available during the payment process.

- **Klarna Pay in Full (Instant Bank Transfer)**

With Klarna Pay in Full, you can make an immediate payment via online banking. This payment method requires that you have access to online banking. Your account will be debited immediately after placing your order and completing the payment process.

5.2. We only deliver within the United Kingdom. This excludes the following regions and islands outside of the Mainland UK: Outer Hebrides, Shetland Islands, Isle of Man, Jersey and Guernsey. We use couriers to deliver orders. Delivery must be to an address within the United Kingdom. It is not possible to send items to PO boxes or to place items in postal storage. Unless otherwise agreed, delivery by a forwarding agent shall be made kerbside to the delivery address specified when you place your order. You will receive a message from us when

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your order has left our premises and is with our chosen courier for delivery including tracking details. If delivery is unsuccessful, the courier will let you know what options are available for redelivery.

5.3. If you have ordered several items with different delivery times, we will endeavour to deliver the items all at once. In the event of a considerable difference in lead times for some of the products within your order, we may deliver the items in instalments. This does not increase the delivery cost for you.

5.4. We will be under no obligation to fulfil your order if we are unable to do so for any reason outside of our control. If part of your order becomes unavailable, we will inform you immediately and we will refund any payment received from you in respect of the affected part of the order.

5.5. We do everything we can to meet the delivery times specified when you place your order with us. However, occasionally delivery times may be affected by factors beyond our control and therefore they cannot be guaranteed. We will inform you if we become aware of an unexpected delay.

5.6. **If you are a consumer**, risk in loss of or damage to your order passes to you on successful delivery. **If you are a business customer**, risk in your order passes to you at the point at which the order is handed to the courier for delivery.

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6. Cancellation rights

THE FOLLOWING PROVISIONS ONLY APPLY TO CONSUMERS.

6.1. The below contains information on your statutory right to cancel an order placed online.

Notice of your right to cancel

When you have the right to cancel

Orders for goods

You have the right to cancel your contract for goods with us without giving a reason provided that you notify us within fourteen (14) days of your order being successfully delivered.

Orders for services

You have the right to cancel your contract for services with us without giving a reason provided that:

- i) you do so within fourteen (14) days of the creation of contract; and
- ii) the services have not been performed.

If the services have been performed in full, you will not be able to cancel them. If the services have been performed in part, you may be entitled to cancel the remainder of the services but we will be entitled to charge you for the cost of the services performed at the point of cancellation.

How to cancel

To exercise your cancellation rights, you must contact us (Lampemesteren GmbH, Rabanusstraße 14-16, 36037 Fulda, Germany, Tel: +44 203 499 8953, email: info@lampmasters.co.uk) within the fourteen (14) day period clearly stating your decision to cancel the contract. You can use the sample cancellation form below for this purpose; however use of this form is not mandatory and we can accept any clear statement of your decision to cancel. You can also notify us of your intention to cancel the order using our returns portal which is available at: <https://www.lampmasters.co.uk/returns>. If you use our returns portal, we will promptly send you an acknowledgement (e.g. by email).

Consequences of cancellation

If you cancel this contract, we are required to refund to you all payments we have received in respect of the cancelled contract, including delivery charges (except that where you have chosen to pay an additional fee for a more expensive delivery option, we are only obliged to refund you the cost of the cheapest delivery option offered to you) as soon as possible, and at the latest within fourteen days of the receipt of the returned order or, if earlier, within fourteen days of you providing evidence that the order has been sent back to us.

You must return the cancelled order to us without undue delay and no later than 14 days after the day on which you tell us that you wish to cancel the contract.

Any product returns must be sent exclusively to the following address:

Logistik Center Friedrich Zufall GmbH & Co. KG, c/o Lampemesteren GmbH, Am Landrücken 14, 36103 Fliesen, Germany.

You must bear the direct cost of returning a cancelled order where you cancel because you have changed your mind. If you use our Returns Portal, we will provide a return label or arrange collection and deduct the return cost from your refund: £9.99 for a standard return or £19.99 for bulky goods. The £19.99 bulky-goods amount is our reasonable estimate of the direct return cost for goods that cannot normally be returned by post. If you

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arrange the return independently, you must pay the carrier directly. These costs do not apply to faulty or misdescribed goods, or where you exercise a legal right to reject; in those cases, we will bear the reasonable return costs.

Your order must be complete, unused and in 'as new' condition (e.g. if you have opened the box to examine the product you must have done so without damaging or marking the product in any way). It should be returned with the original box, packing and accessories. We may reduce your refund to reflect any reduction in the value of the order if this has been caused by your handling it in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the returned order and later discover you have handled it in an unacceptable way, we may require that you pay back to us an appropriate amount.

6.2. Exceptions to your right to cancel

Your right to cancel an order because you have changed your mind does not apply to any orders which are custom-made, bespoke, or personalised.

6.3. Sample cancellation form

You may want to use the below "sample cancellation form" to notify us of your decision to end the contract with us. You are not required to use it and you may prefer to use your own wording.

You may also exercise your statutory cancellation right using our Returns Portal: <https://www.lampmasters.co.uk/returns>. If you use our returns portal, we will promptly send you an acknowledgement (e.g. by email).

Sample cancellation form

(If you wish to withdraw from the contract, please complete and return this form.)

- To Lampemesteren GmbH, Rabanusstraße 14-16, 36037 Fulda, Germany
Email: info@lampmasters.co.uk
- I/we(*) hereby withdraw from the contract entered into by me/us(*) for 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

(*) delete as appropriate

6.4. Lights are often fragile and sensitive items and should therefore be handled with due care. Before returning the products, please pack them as carefully as possible, using protective outer packaging if necessary.

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6.5. If you have received a discount or promotional offer for your order which was based on a minimum spend or quantity, and if by returning an item from your order the minimum spend or quantity is no longer met, you will be charged as if the discount or promotional offer had never been applied. This may result in the difference between the discount received and the original order value being taken off of any refund due to you.

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Nothing in these Terms and Conditions will affect your legal rights.

7. Our 30 day returns policy

7.1. We have extended the statutory return period to 30 days, meaning that you can return any product to us within 30 days of receipt for a refund without giving any reason. To make use of our 30 day returns policy, you must send your order back to us within 30 days of receipt. If your order is too large to be sent back to us, please contact our Customer Service or use our returns portal to arrange for your order to be collected. Further information can be found at: <https://www.lampmasters.co.uk/returns>

7.2. Provided you return your order in an 'as new' condition within the 30 day period, we will refund all eligible payments using the original payment method. Before returning your order, please pack it as carefully as possible, where possible ensuring that it is in its original packaging with all accessories. If you have any difficulties, please contact our customer service team. A return label may be generated via the Returns Portal.

For returns made under our voluntary 30-day Returns Policy, you must bear the return cost. If you use our Returns Portal, we will provide a return label or arrange collection and deduct the return cost from your refund: £9.99 for a standard return or £19.99 for bulky goods. The return cost is deducted once per order, even if the return consists of multiple parcels. These costs do not apply to faulty or misdescribed goods, or where you exercise a legal right to reject.

7.3. Our 30 day returns policy does not apply to any orders which are custom-made, bespoke, or personalised.

7.4. Please note that if you exercise your statutory cancellation right to cancel your order within 14 days of receipt, our voluntary 30-day Returns Policy will not apply.

8. Title in the order

8.1. Title in your order transfers to you at the point at which we receive payment in full for it.

9. Warranties and complaints

9.1. Each new product you order from us will come with a 2 year warranty **IF YOU ARE A CONSUMER**, and a 1 year warranty **IF YOU ARE A BUSINESS CUSTOMER**. The warranty starts on the day on which your order is successfully delivered. Damage caused by the following is not covered by the warranty:

- improper installation, improper use and/or improper maintenance (non-exhaustive examples of this include non-compliance with the limit values for supply voltage, use of products without the corresponding "sea-weather proof" marking in an environment with highly saline air, use of products without the corresponding protection class of IP44 and higher in locations with consistently above-average humidity, use of unsuitable cleaning agents, and use of sharp-edged objects);
- wear and tear; and
- unauthorised modification of the products.

The data given on the average service life of lamps are mean values. It is not a guarantee that a lamp will last as long as the average service life.

9.2. **IF YOU ARE A BUSINESS CUSTOMER**, you must notify us in writing of any defects or non-compliance of your order which is, or ought to have been, visible on inspection, within 5 working days of delivery. In respect of any defect or non-compliance of your order which was not, or could not have been, visible on inspection, you

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must notify us in writing promptly and in any event within 5 working days of discovery of any non-compliance or defect.

9.3. We do not exclude or restrict our liability to the extent prohibited or restricted by law, including without limitation for death or personal injury resulting from our negligence or that of our agents, or for fraud or fraudulent misrepresentation. Some of the products we sell to you come with a manufacturer's guarantee, which will be in addition to the warranty mentioned above. For details of the applicable terms and conditions of any manufacturer's warranty, please refer to the manufacturer's guarantee provided with the products.

9.4. IF YOU ARE A CONSUMER and there is a fault with any product you order from us within the warranty period set out in clause 9.1, we will normally offer a prompt repair, exchange or refund.

9.5. IF YOU ARE A BUSINESS CUSTOMER and there is a fault with any product you order from us within the warranty period set out in clause 9.1, then provided you inform us in accordance with clause 9.2, we will, at our option, repair, replace or refund the price of, the defective products.

9.6. Customer satisfaction is important to us. You can contact our customer service team at any time using the details set out at the top of these Terms and Conditions. We will do our best to respond to you as soon as we can. However, please note that in the case of a claim under a warranty, there may be a delay in our response while we liaise with the manufacturer. To help us deal with complaints and queries quickly, please do provide a detailed description of your query or issue together with your order details, including your order number. If you do not receive a response from us within 5 working days, please do send us a follow up message. We also suggest that you check your "junk" mail in case our response to you has been identified as spam.

10. Data protection - how we use your information

We will only use your personal information in compliance with applicable law, and as set out in our [privacy policy](#).

11. Dispute resolution

THIS CLAUSE ONLY APPLIES TO CONSUMERS

11.1. We strive to reach an agreement with the customer at all times. Please contact our customer services team using the details set out in clause 3.2 and we will try to resolve your issue.

12. Governing law, place of jurisdiction

12.1. These Terms and Conditions and all transactions relating to this website are governed by the laws of England and Wales and are subject to the non-exclusive jurisdiction of the courts of England and Wales unless you live in Scotland or Northern Ireland in which case the relevant law will apply and you can choose to take action against us in your local courts.

13. Severability

13.1. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs and clauses of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs or clauses will remain in full force and effect.