

# **General terms and conditions of trade of Edition Lidiarte GmbH**

The object of the General terms and Conditions of trade is the regulation of the contractual conditions for all contracts between the Edition Lidiarte GmbH (supplier) and the users of the online-shop (customers) that have been concluded via the online-shop. Applicable are the General terms in their respective version valid at the time the contract was made. The General terms specified below equally include all legal information regarding your rights as these are stipulated in the provisions for contracts in the field of distant selling and electronic business.

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## **General terms and Conditions (including Legal Information)**

### **§ 1 Scope and Supplier**

These General terms and Conditions are valid for all orders that are placed by customers (§ 13 BGB [German Civil Code]) via the online-shop of the

Edition Lidiarte GmbH  
Knesebeckstraße 13/14  
10623 Berlin  
Germany

Management: Dieter Marx

Tel: +49 30 313 74 20  
eMail: [shop@lidiarte.de](mailto:shop@lidiarte.de)

VAT Reg. No.: DE 205 129 431

Commercial register: Amtsgericht Berlin-Charlottenburg, HRB 74523

A customer is any natural person who makes a legal transaction for a purpose assignable neither to a person's commercial nor self-employed professional activities.

## **§ 2 Conclusion of Contract**

**§ 2.1** The representation of products in the online-shop does not constitute a legally binding offer, but is a non-binding online-catalogue. In order to make a binding order for the items contained in the cart, you have to click the button [Order].

**§ 2.2** We accept your order by sending a separate acceptance of the order. A confirmation on the receipt of your order will follow by automated e-mail immediately after you sent the order and is not yet regarded as an acceptance of the contractual offer.

**§ 2.3** Should our confirmation of order contain any spelling mistakes or printing errors, or should our pricing be based on any technical transmission errors, we have a right to avoidance. We would then have to prove to you that this was an error on our part. Any payments already made will immediately be refunded to you.

## **§ 3 Prices**

**§ 3.1** The prices shown on the product pages include the statutory value-added tax valid in the Federal Republic of Germany and other price components and do not include shipping costs. You clearly will be informed on shipping costs once more under Shop Information as well as on the order page. Any banking charges for payments from abroad are to be paid by the person placing the order.

**§ 3.2** The minimum value of an order is 40.- Euros.

## **§ 4 Shipping Costs**

**§ 4.1** Shipping costs for up to 10 posters within Germany will be charged with a standard rate of 7.- Euros, for 11 - 20 posters with 10.- Euros, more than 20 posters 20.- Euros.

**§ 4.2** Shipping costs for up to 10 posters within the European Union will be charged with a standard rate of 12.- Euros, for 11 to 20 posters with 20.- Euros, more than 20 posters 32.- Euros.

**§ 4.3** Shipping costs for up to 10 posters outside the European Union (incl. Switzerland, Iceland, Norway, Russia, Turkey) will be charged with a standard rate of 19.- Euros (airmail), for 11 to 20 posters with 40.- Euros (standard delivery) , more than 20 posters 62.- Euros.

**§ 4.4** For shipments to any non-EU states abroad, additional customs duties, taxes and fees will incur. More information on customs duties you will also find at: [http://ec.europa.eu/taxation\\_customs/dds/cgi-bin/tarchap?Lang=EN](http://ec.europa.eu/taxation_customs/dds/cgi-bin/tarchap?Lang=EN), and for the turnover tax on imports see: <http://auskunft.ezt-online.de/ezto/Welcome.do>, and especially for Switzerland at: <http://xtares.admin.ch/tares/login/loginFormFiller.do>.

## **§ 5 Terms of Delivery**

**§ 5.1** Delivery will be made via DHL.

**§ 5.2** Delivery time will be 3 -10 days, unless stated to the contrary in our offer.

**§ 5.3** Should not all of the products ordered be currently available, you will immediately be informed by us. In that case, you are free either to wait for the product ordered or to cancel your order.

**§ 5.4** Should a delivery of the goods not be possible due to your own fault - and despite 3 attempts of delivery -, we may repudiate the contract. Any payments already made will immediately be refunded to you.

## **§ 6 Terms of Payment**

**§ 6.1** Payment can be made either by cash in advance and credit card.

**§ 6.2** If you choose to pay by cash in advance, we will give you our bank account details in our acceptance of order. The invoice amount is to be transferred to our account within a period of 10 days. If you pay by credit card, your account will not be debited before the goods are dispatched.

## **§ 7 Retention of Ownership**

We will retain ownership of the goods until they have fully been paid.

## **§ 8 Cancellation Rights**

**§ 8.1** Customers have the right to cancel their orders within 14 days.

### **Return Policy**

#### *Right of withdrawal*

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise the right of withdrawal, you must inform us (Edition Lidiarte GmbH, Knesebeckstraße 13/14, 10623 Berlin, Deutschland, Tel: +49 30 313 74 20, eMail: [shop@lidiarte.de](mailto:shop@lidiarte.de)) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory. You can also electronically fill in and submit the model withdrawal form or any other unequivocal statement on our website (<https://www.edition-lidiarte.com/catalog/widerruf.php?language=en>). If you use this option, we will communicate to you an acknowledgement of receipt of such a withdrawal on a durable medium (e.g. by e-mail) without delay.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

### *Effects of withdrawal*

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. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will have to bear the direct cost of returning the goods. You are only 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.

### **End of return policy**

**§ 8.2** Please avoid any damaging or dirtying. Please make sure that the items will sufficiently be protected against transport damages by using the appropriate packaging, to avoid any claims for damages on the grounds of inadequate packaging.

**§ 8.3** Please return the goods to us as stamped parcel and keep the postal receipt. If requested, we will be pleased also to refund to you the postage fees in advance, unless they are to be paid by yourself.

**§ 8.4** Please give us a call before returning the goods, using the telephone number +49 30 313 74 20, to announce the returning. This will enable us to make the quickest possible allocation of the products.

**§ 8.5** Please be informed that the modalities in sections 8.2 to 8.4 are not a condition for effectively exercising the right to cancel.

**§ 8.6** Outside the European Union, the cancellation periods valid in the respective countries will be applicable.

### **§ 9 Transport Damages**

**§ 9.1** Despite all due care, delivery may be damaged during transport. In that case, we will of course refund you for the damaged products, without any costs arising for you.

**§ 9.2** If the goods delivered show any evident transport damages, please immediately complain about such faults to the supplier, and please get into touch with us as soon as possible.

**§ 9.3** A failure of complaining or getting in touch with us will in no way affect your statutory claims and their enforcement, or particularly your warranty rights. But you will thereby enable us to assert our own claims towards the carrier, respectively the transport insurance.

## **§ 10 Warranty**

**§ 10.1** Warranty is effected according to the respective statutory provisions. For all deficiencies occurring within the statutory warranty period of two years from delivery, you have the statutory right to a correction of the faults or a replacement, resp. a reduction of the purchase price or a rescission.

**§ 10.2** For all products distributed by the Edition Lidiarte GmbH, we use the materials normally employed in that trade. For prints, colours, materials, light resistance etc., a guarantee can be provided only on the basis of an average level of resistance.

**§ 10.3** The Edition Lidiarte GmbH provides no guarantees for any minor deviations in the goods supplied. In printing products, minor deviations from the reproductions in the catalogue and online-shop in terms of shade of colour or format and paper quality cannot completely be avoided, due to the special fabrication and printing techniques involved. Such deviations are no entitlement to complaint by the customer.

## **§ 11 Appeal Proceedings / Dispute Arbitration**

The European Commission provides a platform for extrajudicial dispute resolution. This provides the possibility to the consumer to clarify conflicts in connection with their online ordering without the involving of a court. The dispute resolution platform is available via following this external Link: <http://ec.europa.eu/consumers/odr/>.

## **§ 12 Copyright**

All products distributed by the Edition Lidiarte GmbH are subject to the copyright valid worldwide, and are protected by copyright. Any depiction, utilization, use, change, processing etc. not explicitly admitted by the copyright law, will require our consent. This equally applies to all types of reproduction, modification, micro-filming as well as the input and processing in electronic systems. Any pirate copies and imitations/plagiarisms will be prosecuted.

## **§ 13 Final Provisions**

Should any of the clauses of the above General Standard Terms and Conditions be or become ineffective, this shall not affect the validity of the other clauses of these General Standard Terms and Conditions. Instead of the ineffective clause, the respective statutory provisions shall apply.

*As of: March 2016*