Conditions

Table of Contents

- Scope of Application
- Conclusion of the Contract
- Right to Cancel
- Prices and Payment Conditions
- Shipment and Delivery Conditions
- Reservation of Proprietary Rights
- Warranty
- Liability
- Special Conditions for Repair Services
- Redemption of Campaign Vouchers
- Redemption of Gift Vouchers
- Applicable Law
- Place of Jurisdiction
- Alternative dispute resolution

1) Scope of Application

1.1 These General Terms and Conditions (hereinafter referred to as "GTC") of the company trends and more GmbH & Co. KG (hereinafter referred to as "Seller”) shall apply to all contracts concluded between a consumer or a trader (hereinafter referred to as "Client”) and the Seller relating to all goods and/or services presented in the Seller's online shop. The inclusion of the Client’s own conditions is herewith objected to, unless other terms have been stipulated.

1.2 Regarding the purchase of vouchers, these GTC shall apply accordingly, unless expressly agreed otherwise.

1.3 For contracts regarding the delivery of vouchers, these GTC shall apply accordingly, unless expressly agreed otherwise.

1.4 A consumer pursuant to these GTC is any natural person concluding a legal transaction for a purpose attributed neither to a mainly commercial nor a self-employed occupational activity.

1.5 A trader pursuant to these GTC is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his commercial or independent professional activity.

2) Conclusion of the Contract

2.1 The product descriptions in the Seller’s online shop do not constitute binding offers on the part of the Seller, but merely serve the purpose of submitting a binding offer by the Client.

2.2 The Client may submit the offer via the online order form integrated into the Seller's online shop. In doing so, after having placed the selected goods and/or services in the virtual basket and passed through the ordering process, and by clicking the button finalizing the order process, the Client submits a legally binding offer of contract with regard to the goods and/or services contained in the shopping cart.

2.3 The Seller may accept the Client’s offer within five days,
- by transferring a written order confirmation or an order confirmation in written form (fax or e-mail); insofar receipt of order confirmation by the Client is decisive, or
- by delivering ordered goods to the Client; insofar receipt of goods by the Client is decisive, or
- by requesting the Client to pay after he placed his order.

Provided that several of the aforementioned alternatives apply, the contract shall be concluded at the time when one of the aforementioned alternatives firstly occurs. Should the Seller not accept the Client’s offer within the aforementioned period of time, this shall be deemed as rejecting the offer with the effect that the Client is no longer bound by his statement of intent.

2.4 If a payment method offered by PayPal is selected, the payment will be processed by the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter referred to as "PayPal"), subject to the PayPal Terms of Use, available at https://www.paypal.com/de/webapps/mpp/ua/useragreement-

Conditions

full?locale.x=en_DE or, if the Client does not have a PayPal account, subject to the Terms for payments without a PayPal account, available at https://www.paypal.com/uk/webapps/mpp/ua/privacywax-full. If the Client pays by means of a method of payment offered by PayPal which can be selected in the online order process, the Seller hereby declares the acceptance of the Client's offer at the time when the Client clicks on the button concluding the order process.

2.5 If the Client chooses the payment method “Amazon Payments”, payments are processed by the payment service provider Amazon Payments Europe S.C.A., 38 avenue John F. Kennedy, L-1855 Luxembourg (hereinafter referred to as „Amazon“).

If the Client chooses “Amazon Payments” as payment method during the online ordering process, he, at the same time, makes a payment order to Amazon when initiating the payment transaction by clicking the button finalizing the ordering process. In this case, the Seller declares his acceptance of the Client’s offer at the time when the Client initiates the payment transaction by clicking the button finalizing the ordering process.

2.6 When submitting an offer via the Seller's online order form, the text of the contract is stored by the Seller after the contract has been concluded and transmitted to the Client in text form (e.g. e-mail, fax or letter) after the order has been sent. The Seller shall not make the contract text accessible beyond this. If the Client has set up a user account in the Seller's online shop prior to sending his order, the order data shall be stored on the Seller's website and can be accessed by the Client free of charge via his password-protected user account by specifying the corresponding login data.

2.7 Prior to submitting a binding order via the Seller’s online order form, the Client may recognize input errors by reading attentively the information displayed on the screen. The enlargement function of the browser to enlarge the display on the screen may be an effective method for better recognizing input errors.
The Client can correct all the data entered via the usual keyboard and mouse function during the electronic ordering process, until he clicks the button finalizing the ordering process.

2.8 The German and the English language are exclusively available for the conclusion of the contract.

2.9 Order processing and contacting usually takes place via e-mail and automated order processing. It is the Client’s responsibility to ensure that the e-mail address he provides for the order processing is accurate so that e-mails sent by the Seller can be received at this address. In particular, it is the Client`s responsibility, if SPAM filters are used, to ensure that all e-mails sent by the Seller or by third parties commissioned by the Seller with the order processing can be delivered.

3) Right to Cancel
3.1 Consumers are entitled to the right to cancel.

3.2 Detailed information about the right to cancel are provided in the Seller’s instruction on cancellation.

4) Prices and Payment Conditions
4.1 Unless otherwise stated in the Seller’s product description, prices indicated are total prices including the statutory sales tax. Delivery costs, where appropriate, will be indicated separately in the respective product description

4.2 Payment can be made using one of the methods mentioned in the Seller’s online shop .

4.3 In case of delivery to countries outside the European Union, additional costs may incur in individual cases for which the Seller is not responsible and which have to be borne by the Client. This includes for example transfer fees charged by banking institutes (transfer charges, exchange fees) or import duties or taxes (customs). Such costs regarding money transfer may also incur, if delivery is not made in a country outside the European Union and the Client carries out the payment from a country outside the European Union.

4.4 If prepayment by bank transfer has been agreed upon, payment is due immediately after conclusion of the contract, unless the parties have arranged a later maturity date

4.5 If a payment method offered via the payment service "PayPal" is selected, the payment shall be processed via PayPal, whereby PayPal may also use the services of third-party payment service providers for this purpose. If the seller also offers payment methods via PayPal that involve advance payments to the client (e.g., purchase on account or payment by

Conditions

instalments), he shall assign his payment claim to PayPal or to the payment service provider commissioned by PayPal and specifically named to the client. Before accepting the seller's declaration of assignment, PayPal or the payment service provider commissioned by PayPal shall carry out a credit check using the transmitted client data. The seller reserves the right to refuse the client the selected payment method in the event of a negative check result. If the selected payment method is approved, the client must pay the invoice amount within the agreed payment period or in the agreed payment intervals. In this case, he can only make payment to PayPal or the payment service provider commissioned by PayPal with debt-discharging effect. However, even in the case of assignment of claims, the seller remains responsible for general customer enquiries, e.g., about the goods, delivery time, dispatch, returns, complaints, cancellation declarations and deliveries or credit notes..

5) Shipment and Delivery Conditions
5.1 If the Seller offers to ship the goods, delivery shall be made within the delivery area specified by the Seller to the delivery address specified by the Client unless otherwise agreed. When processing the transaction, the delivery address specified in the Seller's order processing shall be decisive. Deviating from this, if the payment method PayPal is selected, the delivery address deposited by the Client with PayPal at the time of payment shall be decisive.

5.2 Should the assigned transport company return the goods to the Seller, because delivery to the Client was not possible, the Client bears the costs for the unsuccessful dispatch. This shall not apply, if the Client exercises his right to cancel effectively, if the delivery cannot be made due to circumstances beyond the Client's control or if he has been temporarily impeded to receive the offered service, unless the Seller has notified the Client about the service for a reasonable time in advance.

5.3 Personal collection is not possible for logistical reasons.

5.4 Vouchers will be provided to the Client as follows:

- by e-mail
- by post

5.5 The Seller reserves the right to withdraw from the contract in the event of incorrect or improper self-supply. This only applies if the Seller is not responsible for the non-supply and if he has concluded a concrete hedging transaction with the supplier. The Seller shall make all reasonable efforts to obtain the goods. In case of non-availability or partial availability of the goods he shall inform the Client and grant him immediately counterperformance.

6) Reservation of Proprietary Rights
If the Seller provides advance deliveries, he retains title of ownership to the delivered goods, until the purchase price owed has been paid in full.

7) Warranty
7.1 Unless otherwise stipulated , the provisions of the statutory liability for defects shall apply. Deviating therefrom, the following shall apply to contracts for the delivery of goods:

7.2 If the Client acts as trader

- the Seller may choose the type of subsequent performance,
- for new goods, the limitation period for claims for defects shall be one year from delivery of the goods,
- for used goods, the rights and claims for defects are excluded,
- the limitation period shall not recommence if a replacement delivery is made within the scope of liability for defects.

7.3 The above-mentioned limitations of liability and shortening of the period of limitation do not apply

- to claims for damages and reimbursement of expenses of the Client,
- if the Seller has fraudulently concealed the defect,
- for goods which have been used in accordance with their customary use for a building and which have caused its defectiveness,

Conditions

- for any existing obligation of the Seller to provide updates for digital products with respect to contracts for the supply of goods with digital elements.

7.4 Furthermore, for traders, the statutory limitation periods for any statutory right of recourse that may exist shall remain unaffected.

7.5 If the Client is a businessperson pursuant to section 1 of the German Commercial Code (HGB) he has the commercial duty to examine the goods and notify the Seller of defects pursuant to section 377 HGB. Should the Client neglect the obligations of disclosure specified therein, the goods shall be deemed approved.

7.6 If the Client acts as a consumer, the forwarding agent has to be immediately notified of any obvious transport damages and the Seller has to be informed accordingly. Should the Client fail to comply therewith, this shall not affect his statutory or contractual claims for defects.

8) Liability
The Seller is liable to the Client for all contractual, quasi-contractual and legal, including tortious claims for damages and reimbursement of expenses as follows:

8.1 The Seller is liable without limitation for any legal reason

- in the event of intent or gross negligence,
- in the event of intentional or negligent injury to life, body or health,
- due to a guarantee promise, unless otherwise regulated in this regard,
- due to mandatory liability such as under the German Product Liability Act (Produkthaftungsgesetz).

8.2 If the Seller negligently breaches a material contractual obligation, liability is limited to the damage that is typical for the contract and foreseeable, unless unlimited liability applies in accordance with the above paragraph. Material contractual obligations are obligations that the contract imposes on the Seller in accordance with its content in order to achieve the purpose of the contract, the fulfillment of which makes the proper execution of the contract possible in the first place and on whose compliance the Client can regularly rely.

8.3 Otherwise, liability on the part of the Seller is excluded.

8.4 The above liability provisions also apply with regard to the liability of the Seller for his vicarious agents and legal representatives.

9) Special Conditions for Repair Services
If the Seller is responsible for the repair of a Client's item under the terms of the contract, the following shall apply:

9.1 Repair services shall be provided at the Seller's place of business.

9.2 The Seller shall render his services at his discretion either himself or by qualified personnel selected by him. The Seller may also make use of the services of third parties (subcontractors) who act on his behalf. Unless otherwise stated in the Seller's service description, the Client has no right to select a specific person to perform the desired service.

9.3 The Client must provide the Seller with all information necessary for the repair of the item unless its procurement does fall within the Seller's scope of duties according to the content of the contract. In particular, the Client must provide the Seller with a comprehensive description of the defect and inform him of all circumstances which may be the cause of the defect found.

9.4 Unless otherwise agreed, the Client must send the item to be repaired to the Seller's place of business at his own expense and risk. The Seller recommends the Client to conclude a transport insurance for this purpose. Furthermore, the Seller recommends the Client to send the goods in suitable transport packaging in order to reduce the risk of transport damage and to conceal the content of the packaging. The Seller will immediately inform the Client of obvious transport damage so that the Client can assert any rights he may have against the transport company.

Conditions

9.5 The return of the goods shall be at the Client's expense. The risk of accidental loss and accidental deterioration of the item passes to the Client when the item is handed over to a suitable transport person at the Seller's place of business. At the Client's request, the Seller will conclude a transport insurance for the goods.

9.6 The aforementioned regulations do not limit the Client's statutory rights in the event of the purchase of goods from the Seller.

9.7 The Seller shall be liable for defects in the repair service provided in accordance with the provisions regarding statutory liability for defects.

10) Redemption of Campaign Vouchers
10.1 Vouchers which are issued by the Seller free of charge, for a specific period of validity in the context of promotional activities and which cannot be purchased by the Client (hereinafter referred to as "campaign vouchers”) can only be redeemed in the Seller’s online shop and only within the indicated time period.

10.2 Individual products may be excluded from the voucher campaign, if such a restriction results from the conditions of the campaign voucher.

10.3 Campaign vouchers can only be redeemed by consumers.

10.4 Only one campaign voucher can be redeemed per order.

10.5 The goods value should meet at least the amount of the campaign voucher. The Seller will not refund remaining assets.

10.6 If the value of the campaign voucher is not enough for the order, the Client may choose one of the remaining payment methods offered by the Seller to pay the difference.

10.7 The campaign voucher credit will not be redeemed in cash and is not subject to any interest.

10.8 The campaign voucher will not be redeemed if the Client, in the context of his legal right to cancel, returns goods paid fully or partially by a campaign voucher.

10.9 The campaign voucher is transferable. The Seller may render performance with discharging effect to the respective owner who redeems the campaign voucher in the Seller’s online shop. This does not apply if the Seller has knowledge or grossly negligent ignorance of the non-entitlement, legal incapacity or of the missing right of representation regarding the respective owner.

11) Redemption of Gift Vouchers
11.1 Vouchers which can be purchased via the Seller’s online shop (hereinafter referred to as "gift vouchers") can only be redeemed in the Seller’s online shop, unless otherwise stipulated in the voucher.

11.2 Gift vouchers and remaining assets of gift vouchers can be redeemed by the end of the third year following the year of the gift voucher purchase. Remaining assets will be credited to the Client’s voucher account.

11.3 Gift vouchers can only be redeemed prior to the conclusion of the order procedure. Subsequent offsetting is not possible.

11.4 Only one gift voucher can be redeemed per order.

11.5 Gift vouchers can only be used for the purchase of goods and not for the purchase of other gift vouchers.

11.6 If the value of the gift voucher is not enough for the order, the Client may choose one of the remaining payment methods offered by the Seller to pay the difference.

11.7 The gift voucher credit will not be redeemed in cash and is not subject to any interest.

Conditions

11.8 The gift voucher is transferable. The Seller may render performance with discharging effect to the respective owner who redeems the gift voucher in the Seller’s online shop. This does not apply, if the Seller has knowledge or grossly negligent ignorance of the non-entitlement, legal incapacity or of the missing right of representation regarding the respective owner.

12) Applicable Law
The law of the Federal Republic of Germany shall apply to all legal relationships between the parties under exclusion of the laws governing the international purchase of movable goods. For consumers, this choice of law only applies to the extent that the granted protection is not withdrawn by mandatory provisions of the law of the country, in which the consumer has his habitual residence.

13) Place of Jurisdiction
If the Client is a businessman, a legal entity of public law or a separate estate under public law with its seat in the territory of the Federal Republic of Germany, the Seller’s place of business shall be the sole place of jurisdiction for all legal disputes arising from this contract. If the Client is domiciled outside the territory of the Federal Republic of Germany, the Seller’s place of business shall be the sole place of jurisdiction for all legal disputes arising from this contract provided that the contract or claims from the contract can be assigned to the Client’s professional or commercial activities. In any event however, regarding the aforementioned cases the Seller is entitled to call the court responsible for the seat of the Client.

14) Alternative dispute resolution
The Seller is neither obliged nor prepared to attend a dispute settlement procedure before an alternative dispute resolution entity.

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Warranty Terms
In addition to the statutory warranty rights to which you are entitled, we grant you a 5-year warranty on the goods advertised with the warranty promise. The period for calculating the warranty period begins with the invoice date.

This guarantee only applies to articles that were purchased directly from the private customer shop of trends and more GmbH & Co. KG, www.shop.leuchtie.com, and covers the territory of the European Union.

If material or manufacturing defects occur in the goods you have purchased during this period, we will provide you with one of the following services at our discretion within the scope of the warranty:

- repair of the goods free of charge or
- free exchange of the product against an equivalent article (if necessary also a follow-up model, if the original product is no longer available).

In the event of a warranty claim, please contact us as the guarantor:

trends and more GmbH & Co. KG
Reklamationsabteilung
Hammerweg 123
92637 Weiden
E-Mail: reklamation@leuchtie.com
Phone: +49 961 4708440

Warranty claims are excluded for batteries and rechargeable batteries and for damage to the goods by

- Non-observance of the operating instructions
- Use of force (e. g. through bite damage)
- arbitrary attempts at repair
- normal wear

Conditions

A claim of the guarantee service presupposes that you enable us to check the guarantee case in advance by sending in the goods. The costs of returning the goods to us shall be borne by the sender. In this case, care must be taken by appropriate packaging to avoid damage during transport.
In order to apply for warranty service, you must enclose a copy of the original invoice with the consignment proving the purchase from trends and more GmbH & Co. KG. We ask for your understanding that we can refuse the guarantee without enclosing this copy of the invoice. The copy of the invoice will be used to calculate the warranty period.

Please note:
Your legal rights from the purchase contract concluded with us are in no way restricted by this guarantee promise. In particular, any existing statutory warranty rights towards us shall remain unaffected by this guarantee promise.
If the purchased item is defective, you can therefore in any case contact us within the scope of the statutory warranty, regardless of whether there is a warranty case or the warranty is claimed.