



Standard Business Conditions of KSE-LIGHTS GmbH

1. Scope

For all orders, only our current Standard Terms & Conditions (see below); will apply. Alternative Purchaser's Terms & Conditions will not apply – unless specifically agreed in writing by KSE-Lights GmbH. A copy of these Standard Terms & Conditions can be downloaded and printed.

2. Conclusion of Contract

Our description of goods and pricing are valid at the time of printing – and are subject to change. KSE-Lights GmbH cannot be held responsible for changes in product specification and pricing beyond our reasonable control. All prices quoted are nett ex-works and are subject to VAT at the prevailing statutory rate. Carriage and Shipping charges are not included. The contract of sale will be concluded, when the order has been acknowledged by KSE-Lights – but title to the goods will not pass to the customer until payment in full has been received and funds cleared into our Bank. Cancellation of orders will only be accepted providing that the customer cancels such order in writing, at least 5 working days prior to despatch.

3. Right of Withdrawal

The buyer can rescind the contract within 14 days of receipt providing notification has been in received in writing – or the goods have been returned to KSE-Lights within this period. The returned goods are to be addressed to: KSE-LIGHTS GmbH, Sonnenstraße 46b, 58135 Hagen, Germany. We will not accept returned goods unless the return carriage has been paid by the sender, We reserve the right to reduce credit / not credit at all; nor replace faulty goods which have been subject to mis-use in any way – including damage caused by excess voltage and such – together with obvious physical damage to the product; which automatically invalidates our product warranty. For other items returned, the German Distance Selling Act will apply.

4. Delivery

Deliveries will be carried out from stock to the shipping address quoted by the purchaser. If the goods are sent abroad by request of the purchaser or by a special method of shipment chosen by the purchaser - then the purchaser will pay for the incremental costs incurred. In such cases, the purchaser will also be responsible for all import costs, duty & taxes incurred in the country of destination. The purchaser will be charged for shipping fees for products sent of a COD basis; but which are undeliverable for whatever reason. KSE-Lights GmbH cannot be held responsible for delays caused in the shipping of our products.

5. Terms of Payment

The purchaser's Invoice has to be paid in advance after order acknowledgement and prior to shipping all goods. Payment against Invoice or COD is only possible after formal written agreement. The buyer is responsible for additional costs caused thereby. Pre-agreed Invoices are due for payment within 14 days – and are subject to a 2 % settlement discount; or if paid within 21 days, without settlement discount. Export deliveries will only be undertaken on a Pro-forma Invoice basis.

In the event of delay of payment by the purchaser, KSE-Lights are entitled to demand default interest of 5 % p.a. for private customers and 8 % p.a. for business customers; above the prevailing base rate of the German Central Bank. In the event that proven higher losses are incurred by KSE-Lights GmbH; then we reserve the right to levy such further losses to the purchaser. The purchaser has the right for set-off only if any counterclaims are legally binding or accepted by us in written form.

6. Retention of Title

The delivered goods remain the property of KSE-Lights GmbH until such time that goods have been paid for in full by the purchaser and funds have cleared into our Bank.

7. Warranty and Liability

In the event that the defective product is due to manufacturing error, the purchaser can request rectification or replacement product due to such error. In the event that KSE-Lights GmbH are unable to rectify the fault(s); the purchaser is entitled to be re-imbursed the full purchase price of the products and have his order considered cancelled.

The applicable warranty period is two years from receipt of all new goods. In the case of Used products (re-furbishments / repairs etc); one year warranty applies to private customers. However, for these products, Business customers are not covered by such warranty. In the case of usual 'wear & tear' products – these are not subject to any warranty e.g. protective films etc.

Products deemed 'under warranty' will be processed per the above – but KSE-Lights GmbH will not be held liable to the Purchaser for defective products which have been obtained from our own suppliers in 'good faith'. Nor will KSE-Lights accept any third party claims arising. Further, we will not accept any claims relating to loss of profit to the purchaser, caused by any failure of KSE products; or for any employee related claims.

8. Data Protection

We guarantee that all data collected for fulfilling a customer purchase order will not be forwarded to any third party will remain confidential. Only such data that is essential to process customer purchase orders will be used.

9. Applicable Justice and Place of Jurisdiction

German rights apply excluding the United Nations Convention on Contracts for the International Sale of Goods. Place of Jurisdiction is Hagen, Westphalia, Germany.

The Standard Terms & Conditions remain valid even if single paragraphs are legally invalid. A legally invalid point will be replaced by a legally binding condition. Any disputes arising, will be subject to interpretation in German Law.