

# Terms and Conditions

## § 1 General

(1) These Terms and Conditions (hereinafter referred to as “the T&Cs) of

markilux GmbH & Co. KG, Geschäftsführer Klaus Wuchner, Michael Gerling, Hansestraße 53,  
48282 Emsdetten

District court: Steinfurt HRA 7232

VAT ID: DE 124377541

apply to all orders placed on the online shop located at [www.markilux.com](http://www.markilux.com) (im Folgenden: "Online-Shop"). When placing an order, you are able to view and print the T&Cs and save them in reproducible form. The valid version can always be accessed at [www.markilux.com](http://www.markilux.com)

(2) The contractual language is German.

## § 2 Offer

(1) Our products and services are aimed exclusively at persons with unrestricted legal competence and at legal persons within Germany. Persons with no or limited legal competence are only entitled to purchase from the range offered with the assistance and consent of their legal representative.

(2) Images in the online shop are deemed merely as a presentation of the products and do not constitute a legally binding offer.

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(3) Sale offers from markilux retail partners do not necessarily apply to items in the online shop, unless the markilux online shop is participating in the campaign in question. By the same token, offers in the online shop do not necessarily apply to retail partners, unless they, too, are taking part in the campaign in question.

## **§ 3 Conclusion of a contract**

(1) You are deemed to have submitted a binding offer once you have completed the order process in our online shop by providing the relevant information and, in the final step, clicking on the “Buy now” or “Buy now and reserve” button. Data entered during the order process can be amended at any time prior to completion of the order process.

(2) We will immediately confirm receipt of your order by email (hereinafter referred to as “confirmation of receipt”). Unless otherwise stipulated within it, the confirmation of receipt does not constitute legally valid acceptance of your order. Instead, it merely informs you that we have received your order. Your order is only accepted and an agreement only entered into once you receive a further email expressly stating this to be the case (hereinafter referred to as the “order confirmation”).

## **§ 4 Cancellation policy**

You have the right to cancel this contract within 14 days without stating any reasons.

The cancellation period is 14 days from the day on which you or a third party named by you (not the carrier) takes possession of the goods. In the event of a contract encompassing multiple goods, the cancellation period starts from the day on which you or a third party named by you (not the carrier) takes possession of the final goods delivered. In the event of a contract encompassing a single good delivered in instalments, the cancellation period starts from the day on which you or a third party named by you (not the carrier) takes possession of the final instalment delivered.

In order to exercise your right of cancellation, you have to inform us (markilux GmbH & Co. KG, Hansestraße 53, 48282 Emsdetten, Germany, **tel.: +49 (0)2572 1531 333, fax: +49 (0) 257 2 15 31 68 2, info@markilux.com**) of your decision to cancel this contract in the form of an express declaration (e.g. a letter sent by post, a fax or an email).

In order to observe the deadline, you merely have to have sent us notification of your decision to exercise your right of cancellation prior to the cancellation period elapsing.

### **Consequences of cancellation**

Should you decide to cancel this contract, we are required to refund all payments we have received from you (including delivery charges but excluding additional costs that have arisen from you choosing a delivery method other than the standard delivery method offered by us) without delay and no later than 14 days from the day on which we receive notification of your decision to cancel the contract.

Unless expressly agreed otherwise, we will reimburse you using the payment method you used for the original transaction. Under no circumstances will you be charged for this refund. We are entitled to withhold the refund until such time as we have received the goods or until such time as you are able to demonstrate that you have returned the goods, whichever comes first.

You are required to return/hand over the goods to us at

**markilux GmbH & Co. KG**

Hansestraße 53

48282 Emsdetten, Germany

without delay and no later than fourteen days of the day on which you notify us of your decision to cancel this contract. In order to observe the deadline, you merely have to send the goods back to us prior to the 14-day deadline elapsing.

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We shall bear the cost of the goods being returned.

We will collect, at our own expense, any goods that cannot be returned normally by post on account of their physical properties.

You shall only have to bear the costs of a loss in the value of the goods if this loss in value can be attributed to handling them in a way that was not solely necessary to check their condition, properties and functionality.

**In accordance with Section 312g, Paragraph 2, Sentence 1, Article 1 of the German Civil Code (BGB), there is no right of cancellation for the supply of goods that are not pre-fabricated and the production of which is governed by an individual choice of or decision by the consumer, or that are clearly tailored to personal needs of the consumer.**

### **End of cancellation policy**

Any paperwork you might find useful when returning the items can be found together with your delivery note.

You can find and download an example of a cancellation here.

## **§ 5 Prices and delivery, payment options**

All prices are in euros and include statutory VAT, which is currently 19%. Prices do not include additional delivery charges. The price at the time of ordering applies. Items can only be delivered to addresses within Germany.

We will notify you of the delivery period during the order process. If the delivery period quoted here cannot be observed, or if the items you ordered are out of stock, we will inform you by email. In the event of the items you ordered being out of stock, we will immediately refund any

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payments we have already received from you. Delivery in instalments will only be made in exceptional circumstances and only to the extent that it is reasonable for you.

We offer the following payment methods in our online shop: PayPal (provided by PayPal (Europe) S.a r.l. & Cie, SCA.

## § 6 Delivery charges

Delivery fee per order and delivery address, irrespective of the order value: For items sent as parcels: €4.95.

For specially marked items that, on account of their bulkiness or weight, have to be delivered by haulage company, we will charge a delivery fee of €9.95.

In the event of orders with parcel and haulage delivery being placed at the same time, we will charge the higher delivery fee for each delivery address.

**For order values of €100.00 and above, delivery is free of charge.**

## § 7 Payment terms

Unless otherwise stipulated, our invoices become payable in full as soon as an agreement is entered into, i.e. as soon as you receive the order confirmation (see also Section 3, Paragraph 2, of these T&Cs).

In respect of payments made by PayPal, the User Agreement of PayPal (Europe) S.a r.l. & Cie, S.C.A. applies. The User Agreement that all users of PayPal have to agree to between themselves and PayPal (Europe) S.a r.l & Cie, S.C.A. can be accessed at [www.paypal.com](http://www.paypal.com). The goods will be dispatched after we have received payment confirmation from PayPal.

Payments will always be used to settle the oldest outstanding amounts owed.

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We are entitled to cede receivables to third parties, in particular for refinancing purposes and for the purpose of simplifying receivables management. Please note that, if we cede such receivables, we will pass on the necessary information allowed by law to third parties to enable the claims to be ceded and to enable the ceded claims to be asserted.

Irrespective of other rights in respect of claiming damages for delayed payment and collecting outstanding receivables, we reserve the right to charge you an administrative fee of €5 for issuing a payment demand in the event of delayed payment; you are, however, at liberty to demonstrate damages at a lower amount.

Until such time as outstanding amounts including any default interest are paid, we are under no obligation whatsoever to perform in relation to any ongoing agreement. If you fall into arrears on a payment or if your financial circumstances deteriorate significantly, we are entitled to demand cash payment prior to delivery for outstanding deliveries arising from an ongoing agreement, thus dispensing with a payment term.

We reserve the right to invoice the product or service agreed upon by email.

## **§ 8 Offsetting and right of lien**

Even in the event of defects being claimed or counterclaims being asserted, you are only entitled to offset claims if the counterclaims you wish to offset against our claims have been legally upheld, recognised by us or are undisputed.

Rights of lien can only be asserted if the counterclaim arises from the same purchase agreement.

## **§ 9 Retention of title**

The goods remain our property until paid for in full.

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## **§10 Delivery**

Information about delivery schedules should be treated as provisional. If your item is sent as a parcel, the delivery period is approximately seven working days. In respect of goods that are not pre-fabricated and the production of which is governed by an individual choice of or decision by the consumer, or that are clearly tailored to the personal needs of the consumer, the anticipated delivery period is around three weeks.

Delivery periods will also be indicated on the order confirmation.

We will either deliver the items you ordered to the delivery address provided ourselves or contract third parties to do so. Suppliers are only obliged to perform kerbside delivery.

We will inform you by email as soon as possible about out-of-stock items and any resulting delays in delivery; this does not affect your statutory rights. If not unreasonable for you, we are entitled to deliver in instalments. We shall bear any additional costs arising as a result. If you are not prepared to accept a partial instalment, you must inform us in writing as soon as delivery is delayed (e.g. by post, fax or email).

If we are unable to deliver the goods through no fault of our own, i.e. because the upstream supplier has failed to fulfil their contractual obligations, or if the goods you ordered are unavailable for a period of at least one month due to force majeure, we are entitled to withdraw from the purchase agreement. In the event of any such delivery issues, we will inform you as soon as possible by email. If we do withdraw for the reasons outlined in this paragraph, we will refund any payments you have already made. This does not affect your other statutory rights.

## **§11 Warranties and guarantees**

If the items delivered clearly feature material or manufacturing defects (including damage sustained in transport), please inform us or the employee of the transport company immediately. Failure to do so, however, does not affect your statutory rights.

For all defects to the items occurring during the statutory warranty period, you are entitled to demand cure, remedy or replacement, or, if the relevant legal requirements have been met, a reduction of the purchase price, revocation of the agreement and, in addition, damages.

In the event that we have also issued a vendor guarantee, please consult the terms and conditions of said guarantee for details. The guarantee is enclosed with the item in question. Guarantee claims exist irrespective of statutory requirements.

## **§12 Liability**

We are liable to the extent provided by law insofar as liability is not excluded by the following provisions.

We exclude our liability for contractual breaches arising from minor negligence, insofar as it does not pertain to damage to life, limb and health or guarantees and claims arising from the German Product Liability Act (Produkthaftungsgesetz). Further, the breach of obligations whose performance is essential for proper fulfilment of the agreement and adherence to which you are regularly entitled to rely upon (cardinal obligations) is not affected.

The provisions of this Section apply to our agents.

In accordance with the current state of the art, it cannot be guaranteed that Internet-based data connection is error-free and available at all times. We therefore accept no liability for our online shop being available at all times without interruption.

## **§13 Data privacy**

Personal data (e.g. title, name, address, email address) is collected, processed and stored solely in line with the provisions of German data privacy law, in particular the German Federal Data Protection Act (Bundesdatenschutzgesetz, BDSG) in conjunction with EU Directive 95/46/EC and the German Telemedia Act (Telemediengesetz, TMG).



As part of our data privacy statement, we have provided more information on data protection, as well as the nature, extent and purpose of our collection and use of personal data, at <https://www.markilux.com/en-de/data-privacy-statement>.

## **§14 Online dispute resolution (EU regulation No 524/2013)**

The European Commission´s online platform for solving online dispute resolutions (ODR-platform) is available under the link <http://ec.europa.eu/consumers/odr/>.

In case of questions or comments, do not hesitate to contact us: [info@markilux.com](mailto:info@markilux.com).

## **§15 Final provisions**

This contract is governed by the law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

If a provision of these T&Cs is or becomes invalid, this does not affect the validity of the remaining provisions. Any invalid provisions are replaced by the statutory provisions. This also applies in the event that these T&Cs contain an unforeseen gap.