

General terms and conditions for the placement of advertising material for www.lights.ie within the framework of the Lights.ie Affiliate Programme



§ 1 Applicability

- 1) These general terms and conditions of business (hereinafter: "T&C") apply to the contractual relationship between Lampenwelt GmbH, Seelbude 13, D-36110 Schlitz (hereinafter: "Lampenwelt" or, "Lights.ie") and the affiliates of the Lights.ie Affiliate Programme, which Lights.ie operates via the AWIN sales platform (hereinafter: "Affiliate" and "Lights.ie Affiliate Programme"). These terms apply to the exclusion of any other terms that the Affiliate may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2) The following terms and conditions shall apply between Lights.ie and the Affiliates for the Lights.ie Affiliate Programme, even if they deviate from the "AWIN General Terms and Conditions of Participation" (hereinafter: "AWIN Conditions of Participation").
- 3) These T&C do not apply to consumers within the meaning of Section 2(1) of the Consumer Protection Act 2007 (CPA). Lights.ie shall enter into contractual relationships with Affiliates of the Lights.ie Affiliate Programme only if these are traders within the meaning of Section 2(1) of the CPA.

§ 2 Conclusion of contract

A contract between Lampenwelt and an Affiliate for the placement of Lights.ie advertising material shall come into being exclusively (i.) through the application process of the AWIN platform, in the framework of which the Affiliate submits an offer to participate in the Lights.ie Affiliate Programme and in doing so accepts these T&C and (ii.) upon acceptance of the offer by Lights.ie. For the application procedure itself these T&C do not apply, but instead the AWIN Conditions of Participation. There is no claim on the part of the Affiliate to the acceptance of this offer or to the conclusion of a contract with Lampenwelt. The Affiliate shall be notified of its inclusion in the AWIN Affiliate Programme.

§ 3 Subject of the contract

- 1) The subject of this contract is the participation in the Affiliate Programme and the promotion of Lights.ie (www.lights.ie) by the Affiliate as the publisher within the scope of the AWIN platform. For this purpose Lampenwelt shall provide the Affiliate as the advertiser with a selection of advertising materials (e.g. advertising banners, Internet buttons, text links) via the Affiliate Programme.
- 2) The Affiliate shall place the Lights.ie advertising materials on its own website(s) (hereinafter "Affiliate Website") registered in the Lights.ie Affiliate Programme. The Affiliate shall decide freely whether and for how long it places the Lights.ie advertising material on the Affiliate Website. It is entitled to remove the Lights.ie advertising material again at any time.
- 3) In relation to promoting and successfully arranging transactions (e.g. orders, leads), AWIN is exclusively responsible for paying to the Affiliate a commission based on the scope and real value of the service. The occurrence and amount of this commission shall be determined by the agreements concluded with AWIN and are not the subject of these T&C.
- 4) The Lights.ie Affiliate Programme does not establish any other contractual relationship between the parties beyond this contract, in particular any transfer or granting of rights of use to registered or unregistered property rights.
- 5) Lampenwelt reserves the right to change these T&C at any time. Any changes will be communicated to the Affiliate by e-mail. If the Affiliate does not agree to the changes, it is entitled to inform Lampenwelt about this until the expiry of four weeks from receipt of the notification of change. If such notice is not received within this period, the changes shall be deemed accepted and shall become effective upon expiration of the time period. Lampenwelt will inform the Affiliate in the change notification about the significance of the four-week period.

§ 4 Obligations of the Affiliate

- 1) The Affiliate is solely responsible for the content and ongoing operation of its Affiliate Website and for the term of this contract will not place any content that violates applicable law, good morals or third-party rights. Prohibited in particular, are (without being limited to the following) portrayals glorifying violence, sexual and pornographic content and images, misleading statements or discriminatory content (e.g. with respect to gender, race, politics, religion, nationality or disability). Such content may not be mentioned on the Affiliate Website itself, nor may it be linked from the Affiliate Website to any content on any other site or channel.
- 2) The Affiliate is prohibited from providing websites on the Internet which could lead to a likelihood of confusion with the web presence of Lights.ie. The Affiliate is neither allowed to mirror the web presence of Lights.ie nor assume graphics, texts or other content from this. It must in particular avoid the impression that the Affiliate Website is a Lights.ie project or that its operator is economically linked to Lights.ie in a manner that goes beyond the Lights.ie Affiliate Programme and this contract. Any use by the Affiliate of materials or content of Lights.ie, in particular from its website, as well as its logos or trademarks shall require the prior approval of Lampenwelt in written or text form.

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3) Search engine marketing and other keyword-based advertising for the Lights.ie brand as well as the Lampenwelt house brands Lampenwelt.com, Lindby, Lucande und Arcchio is not permitted. In case of violation, all generated sales shall be cancelled and other rights, in particular cease and desist, removal and damage claims, remain reserved. Site links in Google and Bing Ads advertisements may only be posted in connection with Lights.ie if they link to a landing page of the Affiliate Website where Lights.ie is exclusively advertised. It is expressly prohibited to place site links to the brand Lights.ie or the Lampenwelt house brands and/or to typos or generic terms related to the Lights.ie product range; a direct transfer from the advertisement is also prohibited.

4) It is prohibited to promote the products which Lampenwelt GmbH offers in their web-shops. Moreover, it is also prohibited to advertise Lampenwelt's house brand products via Google Shopping / Google Base. In the case of an infringement, the provision for the affiliate-partner will be cancelled. Furthermore, Lampenwelt GmbH reserves the right to cancel the partner programme immediately without prior warning.

5) The Affiliate assures that it shall use cookies only if an advertising material made available by the Lights.ie Affiliate Programme is in visible use on the Affiliate Website and if the user makes a voluntary and conscious click on this. The use of layers, add-ons, iFrames and Postview technology is in principle not permitted and is strictly prohibited.

6) The Affiliate may only advertise vouchers that Lampenwelt has explicitly released to Affiliates as part of the Lights.ie Affiliate Programme and/or has communicated to them via an Affiliate newsletter. The advertising of other vouchers, such as end customer newsletters, print advertisements, customer service contacts or of other Affiliates is not permitted. In case of violation, all generated sales shall be cancelled and other rights, in particular cease and desist, removal and damage claims, remain reserved.

7) Breach of the preceding paragraphs 1) - 5) and of any other intellectual property rights of Lampenwelt by the Affiliate shall entitle Lampenwelt to terminate this contract. Any further claims of Lampenwelt against the Affiliate remain unaffected. In particular, Lampenwelt is entitled vis-à-vis the Affiliate to withdraw or discontinue all services related to the Affiliate.

8) The Affiliate shall promptly remove Lights.ie's advertising materials from the Affiliate Website at any given time, when prompted by Lampenwelt for the first time.

9) The Affiliate shall indemnify Lampenwelt against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Lampenwelt arising out of or in connection with any claim made against Lampenwelt by a third party arising out of or in connection with the Affiliate's breach of contract or breach of any statutory provisions relating to the placement of Lampenwelt advertising material.

§ 5 Services of Lampenwelt and/or AWIN

1) By inclusion in the Lights.ie Affiliate Programme, the Affiliate will be provided with a wide range of advertising materials; these will be adapted to the product range and seasonality regularly and at the discretion of Lampenwelt. At the request of the Affiliate, Lampenwelt shall, within the scope of what Lampenwelt considers reasonable, endeavour to provide the Affiliate with formats or newsletter templates tailored as far as possible to the latter's needs.

2) Lampenwelt shall operate its website and the services it offers there, such as the provision of product data, within the scope of the technical facilities available to Lampenwelt. In this context, Lampenwelt shall not be required to guarantee the fault-free and interruption-free availability of the website. The quality and correctness of the products, advertising materials or csv files offered on the Lights.ie website shall be at the sole discretion of Lampenwelt.

3) The principal obligations to be fulfilled by Lampenwelt when the contract is concluded with the Affiliate shall be limited, as described above, to (i) the provision of the advertising material and (ii) the operation of the website.

4) Via AWIN tracking, all activities of the Affiliate are logged and made available by AWIN to the Affiliate via statistics and reports. The commission that AWIN pays the Affiliate once a month is calculated based on the brokered orders and the resulting net cash value. This takes into account all net sales that are retained in full by the customer after delivery, as well as all net sales that are retained by the customers after partial returns. The current commission rates can be found in the Affiliate information of the Lights.ie Affiliate Programme on the AWIN platform.

5) The Affiliate shall have a commission claim against AWIN within the scope of its participation in the AWIN Platform and under the terms it has agreed with AWIN in this regard, with respect to transactions generated through its active promotion of Lights.ie on the Affiliate website registered with the Affiliate Programme within the first session and during the 30 days thereafter.

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§ 6 Liability

- 1) Nothing in this contract limits any liability which cannot legally be limited by Lampenwelt, including but not limited to liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; and (c) breach of the terms implied by section 12 of the Sale of Goods Acts 1893 and 1980 (title and quiet possession).
- 2) Lampenwelt will not be liable to the Affiliate, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with these terms for:
(a) loss of profits; (b) loss of sales or business; (c) loss of agreements or contracts; (d) loss of use or corruption of software, data or information; (e) loss of or damage to goodwill; and (f) any indirect or consequential loss.
- 3) There shall be no further liability on the part of Lampenwelt.
- 4) The aforementioned limitation on liability shall also apply for the personal liability of employees, representatives and executive bodies of Lampenwelt.

§ 7 Contractual period and termination

- 1) The term of this contract shall be determined (i) by the duration of the Affiliate's membership of the Lights.ie Affiliate Programme within the framework of the AWIN Platform and/or (ii) by a termination by either party effected in accordance with the AWIN Conditions of Participation.
- 2) After termination of the contract, the Affiliate must delete the information and advertising material provided to it immediately without being prompted to do so. There is no right of retention to this. The Affiliate shall confirm in writing or text form to Lampenwelt, at the latter's request, that these have been deleted.

§ 8 Confidentiality

- 1) "Confidential Information" refers to all information and documents of the respective other party that are labelled as confidential or which should be considered to be confidential based on the circumstances. This is, in particular, information about conditions, sales specifics as well as evaluation materials that have been provided to you by Lampenwelt employees.
- 2) The parties agree not to disclose Confidential Information. The Affiliate will disclose Confidential Information only to those employees who need to know this for the performance of this contract. The Affiliate will oblige such employees to safeguard this Confidential Information during and also after the termination of their work.
- 3) This confidentiality agreement shall remain in effect after the expiration of this contract.

§ 9 Assignment, right of retention, off-setting

- 1) The Affiliate may only assign or transfer its rights or obligations under this contract to another person if Lampenwelt agrees in writing.

§ 10 Final provisions

- 1) This contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Germany .
- 2) Each party irrevocably agrees that the courts of Germany shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this contract or its subject matter or formation.
- 3) This contract is the entire agreement between the parties in relation to its subject matter. Each party acknowledges that it has not relied on any statement, promise or representation or assurance or warranty that is not set out in this contract. Any variation of this contract only has effect if it is in writing.
- 4) If any provision or part-provision of this contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this contract. If any provision or part-provision of this agreement is deemed deleted under this clause, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision

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If you have any questions, the Lampenwelt Affiliate Team is always at your disposal.
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