

Terms and conditions of sale

Your service provider and contractual partner

Lampenwelt GmbH
Seelbuede 13
36110 Schlitz
Germany

Court of registration: HRB No. 8407

Gesellschaft mit beschränkter Haftung (Limited company), based in Schlitz, Germany

Authorised directors: Vanessa Stütze, Ales Drabek, Ansgar Weber

VAT No. according to § 27a Umsatzsteuergesetz: DE 815 559 897

Producer Registration Number: 03365WB

Our customer service is available for questions, claims and complaints:
Monday to Friday 8am to 6pm

Telephone: +353 1 699 2138

E-Mail: info@lights.ie

Lights.ie

Lampenwelt GmbH will not file a copy of any contract it enters into with a customer.

Terms and conditions of sale

This page (together with our [privacy policy](#), [website terms of use](#) and [acceptable use policy](#)) tells you information about us and the legal terms and conditions (**Terms**) on which we sell any of the products (**Products**) listed on our website at www.lights.ie (**our site**) to you.

These Terms will apply to any contract between us for the sale of Products to you (**Contract**). Please read these Terms carefully and make sure that you understand them, before ordering any Products from our site. **Please note that before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to order any Products from our site.**

You should print a copy of these Terms or save them to your computer for future reference.

We may amend these Terms from time to time as set out in clause 8. Every time you wish to order Products, please check these Terms to ensure you understand the terms which will apply at that time.

These Terms, and any Contract between us, are only in the English language.

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1. These terms

1.1 What these terms cover. These are the terms and conditions on which we supply products to you.

1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem, and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. Information about us and how to contact us

2.1 Who we are. We are Lampenwelt GmbH a limited partnership registered in Germany. Our registration number is HRB 8407 and our registered office and main trading address is at Seelbuede 13, 36110 Schlitz, Germany. Our registered VAT number is DE 815 599 897.

2.2 How to contact us. You can contact us by telephoning our customer service team on +353 1 699 2138, by writing to us at Lampenwelt GmbH, Seelbuede 13, 36110 Schlitz, Germany, or by e-mailing us at info@lights.ie.

2.3 How we may contact you. If we have to contact you, we will do so by telephone or by writing to you at the e-mail address or postal address you provided to us in your order.

2.4 "Writing" includes e-mails. When we use the words "writing" or "written" in these terms, this includes e-mails.

3. If you are a consumer

This clause 3 only applies if you are a consumer.

3.1 If you are a consumer, you may only purchase products from our website if you are at least 18 years old.

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4. If you are a business customer

This clause 4 only applies if you are a business.

4.1 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our website to purchase products.

4.2 These terms and any document expressly referred to in them, constitute the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to their subject matter.

4.3 You acknowledge that in entering into this contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms or any document expressly referred to in them.

4.4 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this contract.

5. Our contract with you

5.1 How we will accept your order. After you place an order, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 5.2 below.

5.2 We will confirm our acceptance to you by sending you an e-mail that confirms that the products have been dispatched. The Contract between us will only be formed when we send you this e-mail.

5.3 If we cannot accept your order. If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product, or because we are unable to meet a delivery deadline you have specified.

5.4 Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

5.5 We only sell to the Republic of Ireland, the UK, and the specific European countries listed on our website at www.lights.ie. Our website is solely for the promotion of our products in those countries. Unfortunately, we do not deliver to addresses outside those countries.

6. Our products

6.1 Products may vary slightly from their pictures. The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.

6.2 Product packaging may vary. The packaging of the product may vary from that shown on images on our website.

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6.3 Making sure your measurements or specifications are accurate. If we are making the product to measurements or specifications you have given us, you are responsible for ensuring that these details are correct. You can find information and tips on how to do this on our website or by contacting us.

7. Your right to make changes

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change, and ask you to confirm whether you wish to go ahead with the change.

8. Our right to make changes

8.1 Minor changes to the products. We may change the product:

- a) to reflect changes in relevant laws and regulatory requirements (such as changes in the Energy Labelling Directive 2010/30/EU or general changes in the law); and
- b) to implement minor technical adjustments and improvements, such as new technical solutions like improved LED technology or more energy-efficient light bulbs. These changes will not affect your use of the product.

8.2 More significant changes to the products and these terms. In addition, as we informed you in the description of the product on our website, we may make the following changes to these terms or the product, but if we do so we will notify you and you may then contact us to end the contract and receive a full refund before the changes take effect:

- a) Price variation;
- b) Changes to the colour of the product; or
- c) Changes to the measurements of the product.

9. Providing the products

9.1 Delivery costs. The costs of delivery will be as advised to you during the check-out process, before you confirm your order. To check relevant delivery charges, please refer to our Delivery Charges page [by clicking here](#).

9.2 When we will provide the products. We will contact you with an estimated delivery date, which will be within the timescale indicated within the product details shown on our website.

9.3 We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know, and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

9.4 If you are not at home when the product is delivered. If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will make one further attempt to deliver the products to that address. If the second attempt fails, you will need to contact us to arrange re-delivery.

9.5 If you do not re-arrange delivery. If, after a failed delivery to you, you do not re-arrange delivery or collect the products from a delivery depot, we will contact you for further instructions and may charge you for

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storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract.

Clauses 9.6, 9.7 and 9.8 only apply if you are a consumer.

9.6 Your legal rights if we deliver late. If you are a consumer, you have legal rights if we deliver any products late. If we miss the delivery deadline for any products, then you may treat the contract as at an end straight away if any of the following apply:

- a) we have refused to deliver the products;
- b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances);
or
- c) you told us before we accepted your order that delivery within the delivery deadline was essential.

9.7 Setting a new deadline for delivery. If you are a consumer, and you do not wish to treat the contract as at an end straight away, or do not have the right to do so under clause 9, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.

9.8 Ending the contract for late delivery if you are a consumer. If you do choose to treat the contract as at an end for late delivery under clause 9.6 or clause 9.7, you can cancel your order for any of the products or reject products that have been delivered. If you wish, you can reject or cancel the order for some of those products (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled products and their delivery. If the products have been delivered to you, you must post them back to us, or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on +353 1 699 2138 or e-mail us at info@lights.ie for a return label or to arrange collection.

9.9 When you become responsible for the product. The product will be your responsibility from the time we deliver the product to the address you gave us.

9.10 When you own the products. You own the products once we have received payment in full.

9.11 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the products to you, for example, your full name and postal address, and your e-mail address. If so, this will have been stated on our website. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

10. Your rights to end the contract if you are a consumer

This clause 10 only applies if you are a consumer.

10.1 You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- a) **If what you have bought is faulty or misdescribed** you may have a legal right to end the contract (or to get the product replaced or to get some or all of your money back), **see clause 13**;

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- b) **If you want to end the contract** because of something we have done or have told you we are going to do, see clause 10.2;
- c) **If you have just changed your mind about the product**, see clause 10.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions.

10.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below, the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- a) **we have told you about an upcoming change** to the product or these terms which you do not agree to (see clause 8.2);
- b) **we have told you about an error** in the price or description of the product you have ordered and you do not wish to proceed;
- c) **there is a risk** that supply of the products may be significantly delayed because of events outside our control;
- d) **we have suspended supply** of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than four weeks; or
- e) **you have a legal right to end the contract** because of something we have done wrong (including because we have delivered late (see clauses 9.6 to 9.8).

10.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products bought online, you have a legal right to change your mind within 14 days and receive a refund; but we allow a time period of 50 days. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

10.4 When you don't have the right to change your mind. You do not have a right to change your mind in respect of products made to your specific requirements (in other words, outside of the standard range of options we offer), or which are personalised or are otherwise bespoke.

10.5 How long do I have to change my mind? You have 50 days after the day you (or someone you nominate) receives the products.

11. Your right to return if you are business

This clause 11 only applies if you are a business.

11.1 If you are a business, we warrant that on delivery and for a period of six months from the date of delivery (**warranty period**) the products shall:

- a) conform in all material respects with their description and any applicable specification;
- b) be free from material defects in design, material and workmanship; and
- c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- d) be fit for any purpose held out by us.

11.2 Subject to clause 11.3 and the remainder of this clause 11.2, if:

- a) you give us notice in writing during the warranty period within a reasonable time of discovery that some or all of the products do not comply with the warranty set out in clause 11.1;
- b) we are given a reasonable opportunity of examining such products; and
- c) you (if asked to do so by us) return such products to our place of business at your cost, we shall, at our option, repair or replace the defective products, or refund the price of the defective products in full. **Please note that defects or damage apparent on delivery should be notified to us in writing within five days of delivery, quoting the delivery note or invoice number; you must therefore inspect the products upon delivery.**

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11.3 We shall not be liable for the products' failure to comply with the warranty set out in clause 11.1 in any of the following events:

- a) you make any further use of such products after giving notice in accordance with clause 11.2;
- b) the defect arises because you failed to follow our oral or written instructions as to the storage, commissioning, installation, use and maintenance of the products or (if there are none) good trade practice regarding the same;
- c) the defect arises as a result of our following any drawing, design or specification supplied by you;
- d) you alter or repair such products without our written consent;
- e) the defect arises as a result of fair wear and tear, improper handling, wilful damage, negligence, or abnormal storage or working conditions; or
- f) the products differ from their description (or the specification, as the case may be) as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

11.4 Except as provided in this clause 11, we shall have no liability to you in respect of the products' failure to comply with the warranty set out in clause 11.1.

11.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the contract.

11.6 These terms shall apply to any repaired or replacement products supplied by us.

12. How to end the contract with us (including if you have changed your mind)

12.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

- a) **Online Returns Portal.** Use the [returns portal](#) on our website.
- b) **Phone or e-mail.** Call customer services on +353 1 699 2138 or e-mail us at info@lights.ie. Please provide your name, your full address, details of the order and, where available, your phone number and e-mail address.
- c) **By post.** [Print off the form](#) and post it to us at the address on the form. Or simply write to us at that address, including the information required in the form.

12.2 Returning products after ending the contract. If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must post the products back to us or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on +353 1 699 2138 or e-mail us at info@lights.ie for a return label or to arrange collection. If you are exercising your right to change your mind you must send off the products within 50 days of telling us you wish to end the contract.

12.3 When we will pay the costs of return. We will pay the costs of return:

- a) if the products are faulty or misdescribed;
- b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control, or because you have a legal right to do so as a result of something we have done wrong; or
- c) if you are exercising your right to change your mind.

In all other circumstances you must pay the costs of return.

12.4 What we charge for collection. We provide a return label for the return of the goods. This allows the parcel to be handed in free of charge to the specified shipping service provider. If you want us to collect the parcel at your home, we will charge a service fee of €6.

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12.5 How we will refund you. We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

12.6 Deductions from refunds. If you are exercising your right to change your mind:

- a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the products, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the products, and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
- b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

12.7 When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind, then if we have not offered to collect the products, your refund will be made within 14 days from the day on which we receive the products back from you or, if earlier, the day on which you provide us with evidence that you have sent the products back to us. For information about how to return a product to us, see clause 12.2.

13. If there is a problem with the product

13.1 How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at +353 1 699 2138, write to us at Lampenwelt GmbH, Seelbuede 13, 36110 Schlitz, Germany, or e-mail us at info@lights.ie.

13.2 Summary of your legal rights if you are a consumer. We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights as a consumer in relation to the product. Nothing in these terms will affect your legal rights.

13.3 Your obligation to return rejected products. If you wish to exercise your legal rights to reject products, you must either post them back to us or (if they are not suitable for posting), allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on +353 1 699 2138 or e-mail us at info@lights.ie for a return label or to arrange collection.

14. Dispute resolution for customers

We always strive to come to a mutual understanding with our customers. Please take advantage of our customer service centre contact line by writing info@lights.ie or by contacting us via one of the other means of contact available on our site. The European Commission offers an online dispute resolution platform with further information on this subject under [this link](#). We however are not legally obligated and will not take part in a formal dispute resolution procedure before the Consumer Conciliation Board.

15. Price and payment

15.1 Where to find the price for the product. The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of product advised to you is correct. However please see clause 15.3 for what happens if we discover an error in the price of the product you order.

15.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

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15.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated on our website, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

15.4 When you must pay and how you must pay. You can pay for products either by bank transfer direct to the bank account nominated by us, by using a debit card or credit card, Apple Pay, or through PayPal. We accept the following cards: Master Card, Maestro, Visa, and American Express. You must pay for the products before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you.

Debit card / EC card

After entering your data, the invoice amount will be debited from your account. As with credit card payment, this payment method is also free of charge for you.

PayPal/PayPal Express

You pay the invoice amount via the online provider PayPal. You must be registered there or register for the first time (except for guest orders via PayPal), identify yourself with your login data and confirm the payment instruction to us. With PayPal Express, the address data stored in your PayPal account will also be transmitted to us. You confirm the payment by submitting the order in our online shop. You will receive further instructions on how to access the payment provider's page during the ordering process.

Apple Pay

You pay directly via your Apple account. After submitting your order, you will be redirected to Apple, where you can authorize the payment of the order amount. As soon as we have been informed about your authorization, the shipment will take place - depending on the delivery time indicated with the item. Depending on the payment method deposited with Apple Pay, it will be debited with the actual invoice amount after deduction of any discounts, gift vouchers, etc. immediately after authorization or after shipping has taken place.

15.5 VAT rates for international orders. Our prices include the applicable statutory value added tax. If you order from another country, the VAT rate to be charged may differ. The applicable VAT rate will be shown when completing your order and is stated on the invoice.

15.6 Why you need to enter a valid VAT ID for trade orders. For ordering as a business customer in a cross-border transaction, the specification of a valid VAT ID number is necessary in the context of the order or via the customer account. By entering a valid VAT ID number in the field provided for this purpose, the customer confirms that he is placing the order as a business customer within the context of his business. If the customer does not enter a VAT ID number, enters a foreign VAT ID number or enters an invalid VAT ID number, the customer confirms that he/she is not ordering as a business customer or within the context of his/her business. In this case, the customer is treated as a consumer. A subsequent change or modification is not possible.

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16. Our responsibility for loss or damage suffered by you if you are a consumer

This clause 16 only applies if you are a consumer.

16.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

16.2 We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

17. Our liability if you are a business

This clause 17 only applies if you are a business customer.

17.1 We only supply the products for internal use by your business, and you agree not to use the products for any resale purposes.

17.2 Nothing in these terms limits or excludes our liability for:

- a) death or personal injury caused by our negligence;
- b) fraud or fraudulent misrepresentation;
- c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- d) defective products under the Consumer Protection Act 1987.

17.3 Subject to clause 17.2, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the contract for:

- a) any loss of profits, sales, business, or revenue;
- b) loss or corruption of data, information or software;
- c) loss of business opportunity;
- d) loss of anticipated savings;
- e) loss of goodwill; or
- f) any indirect or consequential loss.

17.4 Subject to clause 17.2, our total liability to you in respect of all losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the products.

17.5 Except as expressly stated in these terms, we do not give any representation, warranties or undertakings in relation to the products. Any representation, condition or warranty which might be implied or incorporated into these terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the products are suitable for your purposes.

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18. How we may use your personal information

18.1 How we will use your personal information. We will use the personal information you provide to us:

- a) to supply the products to you;
- b) to process your payment for the products; and
- c) if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these at any time by contacting us.

18.2 We will only give your personal information to third parties where the law either requires or allows us to do so.

19. Other important information

19.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 14 days of us telling you about it, and we will refund you any payments you have made in advance for products not provided.

19.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

19.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

19.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

19.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things, and it will not prevent us taking steps against you at a later date.

Dated January 2024

Lampenwelt GmbH