

Conditions of Use

All deliveries and benefits of our company due to online orders through the internet or other online services underlie these terms and conditions.

Costs estimates, offers, prices, order progress, conclusion of the contract:

Our offers take place without engagement and without obligation. The prices are also subject to confirmation and include presently legal value-added tax and packaging but not its recycling. The purchaser declares with its click on the "confirm order"-button bindingly he would like to acquire the content of the basket of goods/shopping cart. After form sending you will receive a access confirmation of your order. With this confirmation by e-mail the contract for sale has been accomplished.

Contracts through our internetshop can be concluded in Englisch or German language.

Possible forwarding charges and C.O.D. charge is excluded. If not explicitly mentioned the price do not include illustrated accessoires and decoration.

We reserve description and price errors to ourselves. Please find more information about forwarding charges in our category "shipping & returns".

We record your order data and send them together with our General Terms and Conditions via e-mail. You can also see the General Terms and Conditions at any time by [clicking here](#). You can see your order data in our client login area as well.

Shipment/delivery:

Usually your order is delivered in one delivery. If necessary the shipment will be sent partially. This could happen for example if an item is packed in two or more separated boxes. In this case Nostraforma absorbs the extra costs. The general terms of delivery result from our confirmation of order.

Storing goods can be delivered immediately (1-3 working days). Goods that has to be ordered can be usually delivered in about 10-21 working days. The delivery takes place on condition that we are supplied correct and timely.

Compensation for delayed delivery is excluded, unless culpable negligence exists. The shipment will be made exclusively by conditional sale and the object of purchase remain our property until its complete payment.

Payment:

Your order´s payment can basically be made in advance by bank transfer, credit card, Paypal or by cash on delivery (C.O.D.). If agreed a potential direct debiting does take place once the goods has left the entrepot. Purchase on account is possible by agreement.

Subject to the condition is that all invoices has been balanced regularly. A charging is only acceptable with indisputable or legal valid stated outstanding money. This is only within Germany possible. As far as advance payment has not been agreed please pay the amount within 7 days after delivery without discount deduction or other deductions. In case of default interest for delay will be charged amounting to 5% over the respective German Central Bank rediscount rate. For the delivery of particular products, articles with a higher value of goods, special custom-made products or particular products, that can only be supplied on request, we can ask a 10%-50% advance deposit. The charging basis is at any rate the amount in Euro.

Warranty:

The guarantee is conform to the requirements fo the legal commandments.

For all defects arising during the warranty period, including damage in transit, we offer you the choice of damage repair, replacement of the damaged goods or back processing of the order as provided under German law, and, where special statutory conditions apply, further entitlement to reduction or rescission in addition to compensation, including compensation for loss instead of fulfilment or reimbursement of additional expenses incurred. If there are any signs of obvious transit damage, please assist us by informing us of such errors immediately or, preferably, by advising the transport companys delivery person directly. Failure to complain immediately does not affect your statutory rights. You can find the contact address of our client service in our imprint. Please feel free to contact us for any for any questions, demands, complaints and objections.

Foreign payment transactions:

Since 1st July 2003 all EU-bank transfers are easier, cushier and in the most banks and without fee. It is a precondition the specification of the IBAN (International Bank Account Number), the

BIC (Bank Identifier Code) and SWIFT-code respectively when placing the order/bank transfer.

Damages in transit and complaints:

Please verify the goods by receipt if there are any damages and notice them in writing as soon as possible within 4 days. In the event of you should detect any damages in transit by delivery, then please notice this immediately to the deliverer und please let you confirm you the damage in writing. In case of blind damages please directly contact us. Without written acknowledgement a free compensation delivery/replacement can not happen. Please hold the faultily or damaged products ready for a possible inspection and please send them on demand free to our company´s address.

Information on return of goods

Revocation:

If the purchaser is a consumer it is imperative the following: You can cancel your agreement declaration within two weeks without giving reasons in written text form (e. g. letter, fax, e-mail) or by returning the goods. The time limit starts with receipt of this notice in text form, but not before the goods have been received by the recipient (in the event of repeat deliveries, not before receipt of the first partial delivery) and not before we have complied with our duties to supply information pursuant to § 312c paragraph 2 of the BGB in conjunction with § 1 paragraphs 1, 2 and 4 of the German Civil Code on Data Protection (BGB-InfoV) and our duties pursuant to § 312e paragraph 1 clause 1 of the BGB in conjunction with § 3 of the BGB-InfoV. To ensure the revocation period you have to send the goods in time. Please address the revocation to: Lumen Lighting Nostraforma, Bodenseestrasse 129, D-81243 Munich, Fax 0049 89 8208062-200, nostraforma@nostraforma.com.

Revocation consequences:

In case of an effective revocation the received benefits and performed services have to be granted back on both sides. In the event of you can not grant completely or partially or only in a worse condition the receipted performances you have to pay compensation for that value. This does not apply to goods cession if the goods worsening can be traced back to the fact that they exclusively have been checked. (just like it would be possible by buying the goods in a retail shop). By the way you can avoid the obligation for value replacement by not using the goods as an owner and by refrain from doing everything that could compromise the goods value. Please send us packages that are transportable at our risk back. If the delivered goods fits the ordered ones and the order value of the goods delivery was a total of less than 40,00 Euro, you will pay the shipping costs for return.

Alternatively the return is exempt from charges. We will organise the pickup of packages that are not transportable. In case of special orders redemptions/resets are excluded. Any repayments required on your part must be made within 30 days of sending the notice of cancellation or returning the goods. Any required repayments on our part must be effected within 30 days of our receipt of your notice or the goods.

End of the information on return of goods

Dimensions/Modification of product attribute:

The quoted dimensions are only indicating. All producers reserve the right to change anytime and without prior notice product attributes of their products for technical reasons. In case of doubt the respective commercial organisation can be asked.

Tolerances:

The colours e. g. of the fabric and leather collections are not binding, as it is not technically possible to assure the colour constancy in a certain period of time. The purchaser accept these possible tolerances during making the order.

Lighting fixtures ´ protection class and degree of protection:

Unless otherwise noted the lighting fixtures have a protection class I and degree of protection IP20.

Collection, processing and use of personal data:

You can visit our site without providing information on yourself. We shall only store access data without reference to the person, such as the name of your internet service provider, the site from which you accessed your site, or the name of the requested file. These data shall be evaluated exclusively for the improvement of our offers, and do not enable us to draw conclusions with regard to yourself.

Personal data will only be collected if they are voluntarily provided to us by yourself within the framework of your order of goods, when opening a customer account or when registering for our newsletter. We shall only use the provided date for the fulfilment and handling of your order, unless you provide us with a special approval. At the time of complete processing of the contract

and complete payment of the purchase price, your data will be locked from any further use, and will be deleted after the end of the period of time required by provisions of tax and commercial law, unless you expressly agree to the further use of your data. When registering for the newsletter, your name and your e-mail address will be used for our own advertising purposes with your approval, until you unsubscribe the newsletter. All customer details are saved and processed in accordance with the Federal Data Protection Act (BDSG) and Teleservices Data Protection Act (TDDSG).

Forwarding of personal data, credit assessment:

We never disclose your personal information, including home and e-mail address, to third parties without your express permission which you may withdraw at any time. This does not apply to our service partners (including the carriers making the deliveries, credit agencies and financial institutions processing the payments) who require the transferred information in order to process the order. In these instances however, we only transfer the data required. The data will not be forwarded to any other third parties.

Use of cookies:

In order to be able to place orders in our online shop, a so-called session cookie will be placed when certain pages are retrieved. These are small text files which will be deleted from your computer automatically after the browser session. These files exclusively serve to be able to use certain applications, for instance our shopping basket system.

Allowance for e-mail advertising:

During Opening your client account you can subscribe to our newsletter. In this case you declare to agree with the periodic sending of interesting offers via e-mail. Your e-mail address will not be passed down to other companies. This agreement for utilization of your e-mail address for announcement can be revoked at any time with future effect by clicking the link "sign off" at the end of the newsletter.

Data safety:

We have a number of technical and organisational safeguards in place to protect the personal information you supply to us from incidental or deliberate manipulation, loss, destruction and unauthorised access. Payments are processed using 256-bit encryption SSL.

Contact:

You are entitled to see the information held about you at any time, and may ask us to make any changes to ensure that it is accurate and kept up to date. You may also ask us to block or delete this information. Please send us your request by e-mail to nostraforma@nostraforma.com, post to Lumen Lighting Nostraforma KG, Bodenseestraße 129, 81243 Munich or fax to 0049 89 8208062-200.

Disclaimer:

The author does not assume warranty for up-to-dateness, correctitude, completeness or quality of the provided information in no way. Provided that no demonstrable deliberate or grossly negligent default does exist versus the author liability claims referring to material damages or damages of imaginary character versus the author that have been caused because of use or disuse of the described information or because of use of faulty or incomplete information are basically excluded. The author reserves explicit the right to change, complete and cancel parts of the pages or the complete choice without prior separate notice or to cease temporarily or definitely the publication.

Links disclaimer:

Hereby we explicit would like to dissociate from the contents of possible web pages hyperlinked on our website and do not assume any responsibility for them. Before the insertion of hyperlinks in the hyperlink assemblage or a server internet search engines they have been checked accurately. However the checking of each single internet page is not possible. Just as well the page´s content after assimilation can change. On this account we expressly would like to dissociate of all contents of pages that you can find through hyperlinks on our website and do not adopt these contents as one´s own. This declaration applies for all hyperlinks that are addressable on our website. If you should find hyperlinks on our website, that lead to penal/correctional and liability relevant pages, please do not hesitate to inform us promptly by e-mail at nostraforma@nostraforma.com.

Applicable law:

The law of the Federal Republic of Germany shall apply for all legal transactions and other legal relations with us. UN sales law (CISG) as well as any other inter-state conventions, even if they have been adopted into German law, shall not be applicable. For contracts with a purpose which cannot be attributed to the professional or commercial activity of the entitled person (consumer), this choice of law shall only apply in as far as the consumer is not deprived of the protection provided by mandatory regulations of the law of the state where the consumer has his normal place of abode.

Appointments validity:

In the event of an appointment of this agreement will be completely or partially disabled or lose later its legal effect, the remaining clauses stay valid. Instead of the no more effective appointments there should be used an appropriate arrangement to adapt the contract. The arrangement should be commercially as similar as possible what the contracting parties had wanted, if the had known the inefficacy of the arrangement.