**TERMS AND CONDITIONS LÜBECH LIVING APS**

**PER JANUARY 1ST 2020**

**Conclusion of agreements**

These general terms and conditions apply to any purchase of Lübech Living ApS’s products. Lübech Living ApS reserves the right to withdraw or amend the terms and conditions from time to time, without notice and with clear statement of new date of entry into force. The applicable terms and conditions are stated on our homepage www.lubechliving.com. Our customers should check this page regularly to take notice of any changes we may have made to the terms and conditions. The date on the order confirmation from Lübech Living ApS decides which version of terms and conditions applies.
Any variation of the stated terms is only possible through explicit written agreement by Lübech Living ApS.

**Electronic communication**

By purchase of goods from Lübech Living ApS you agree to further communication being sent electronically to the e-mail address you have supplied. Thus you accept that electronic messages have the same legal effects as messages sent by ordinary mail.

**Login for our web shop**

As a customer of Lübech Living ApS you have received a personal login for shop.lubechliving.com

**Products purchased from Lübech Living ApS**

Agreement of purchase from Lübech Living ApS can be in either English, German or Danish. Any agreement of purchase refers to the current general terms and conditions. Any order placed is considered final when it has been confirmed by Lübech Living ApS. After completing your order, you will receive an order confirmation within few days by e-mail to the e-mail address you have supplied. The order confirmation consists of order number, name and address of buyer, delivery address and a specification of the ordered goods.
It is very important that you inform us when ordering (or at least before we ship your goods), if your company is closed at certain days, has special opening hours, or if you have other requests concerning delivery. Please check the order confirmation and note that the specification does not include freight costs.

Estimated delivery costs stated in connection with web orders, offers and confirmations are not final. The final delivery cost is determined only when dispatching the order based on actual weight and volume.

**Terms of payment**

For new customers: ***Prepayment*** according to the submitted proforma invoice before delivery.
For existing customers: ***14 days net*** from invoice date – the day the order is shipped from stock.

When ordering customized articles or manufactured special items, Lübech Living ApS will request prepayment.  Lübech Living ApS reserves the right at any time to request prepayment.

Lübech Living ApS do not have a minimum order. Customers must however order minimum quantities according to information stated.

For UASHMAMA and BY EVE separate information can be obtained by contacting info@lubechliving.dk

**Containers and special orders**

Please note that there are special terms and conditions when ordering samples.

When ordering entire containers, there are separate sales and delivery terms.

These can be obtained from Lübech Living ApS.

**Retention of ownership**

Ownership of the supplied goods is the right of Lübech Living ApS until the entire amount, incl. of any accrued interest and costs, is paid.

**Delivery**

Items in stock will under normal circumstances be delivered in 1-3 working days. During peak periods from 10.1 – 28.2 as well as 10.8 – 15.9 delivery time can be extended.

Unless otherwise agreed, Lübech Living ApS will arrange for delivery as soon as the possible through a forwarding agent chosen by Lübech Living ApS. Delivery will be made to the address supplied by the buyer and it is buyers’ responsibility that the delivery place is accessible. Should the forwarding agent try to deliver your goods in vain, because your goods reception is closed, extra costs of the freight amount will be charged to you.

Lübech Living ApS has no obligations toward reporting tariffs, taxes or other.

All items from Lübech Living ApS are sold ***EX WORKS***, i.e. freight costs for each shipment will be invoiced to the buyer. For Norway and Switzerland inco term is DDP.

**Facts about your purchase**

Items delivered by Lübech Living are mainly handmade products. We draw your attention to the fact that our products can vary in size, color and finish.

Products for outdoor use are all clearly marked. All other products are for indoor use only.

**Complaints**

Products delivered by Lübech Living ApS are unique. Conferring to the above stated Lübech Living ApS cannot validate claims solely based on discrepancies between the seen - and purchased item.

In case a product from Lübech Living ApS does not function we will handle a claim within 1-8 working days. All claims must include a description of the damage, specification of quantity, color, size as well as photo documentation. If these criteria are not met Lübech Living will waiver the right to handle the case and the products are considered complete and delivered and any outstanding amount will still be due for payment.

We encourage you to check the delivery of cargo damage, to note the number/amount immediately on receipt and before signing the consignment note. Any defects or damages must be noted on the consignment note. Please remember to retain the original packaging, as goods are to be returned in original packaging if complaints or damages should arise.

In case of inaccurate delivery or damaged goods we urge you to contact Lübech Living ApS within eight days of receiving the goods. Lübech Living ApS will only accept complaints that are sent by e-mail and accompanied by image documentation of the damaged goods.

Refunds and returns will only be accepted when in agreement with Lübech Living.

**Returns**

Lübech Living ApS reserve the right to credit the claim with -20% when handling a extra ordinary or incomplete claims. If original packaging is broken or missing claims will be credited with -50% of the invoiced value.

**Newsletter**

As a login customer at Lübech Living ApS, you have the option of selecting newsletters that are sent on a regular basis. Newsletters are sent to the contact person provided by registration. You can unsubscribe at any time.

**Confidentiality**

Lübech Living ApS is an independent company and Lübech Living ApS does not give information to unauthorized parties. Lübech Living ApS keeps customer data safely. Any information given in connection with purchase from Lübech Living ApS is kept by Lübech Living ApS, in order to be able to provide the best service for our customers before and after delivery of goods.

**Proviso**

Lübech Living ApS accepts no liability for typographical errors, pricing errors, colour deviations of pictures etc. Lübech Living ApS also subjects to VAT and duty changes, price changes and sold out products. Any offer is valid while stock lasts.

**Transfer of rights and obligations**

Information given to Lübech Living ApS will only be used in house. It will not be sold or given to third parties.

**Force Majeure**

Lübech Living ApS is not responsible for any delay and/or defects due to circumstances beyond the reach of Lübech Living ApS’ control and which either could not or should not have been considered before entry of agreement, such as war, import or export ban, labour disputes, fire or other.

**Venue**

Any disputes between customer and Lübech Living ApS are decided in Danish courts under Danish law and Lübech Living ApS’ home as venue.

**Partial invalidity**

Should any provision of these general terms and conditions or any provision in other agreements between the customer and Lübech Living ApS be or become invalid, it does not affect the validity of all other provisions or agreements.

**General Data Protection Regulation (GDPR)**

All customers with a login agree to Lübech Living ApS collecting the company's general information. It concerns the following:

* Company name
* VAT no.
* Address, zip code. and city
* Telephone number.
* E-mail
* Homepage
* Type of business

**Personal data**

In addition to the above general business information, we also collect information about the person (s) representing the company. In the case of:

* Contact Name
* The contact's phone number. and / or mobile no.
* The contact's email address

The general business information and personal data we collect will be stored in a customer database contained in our IT system.

**How long do we keep personal data?**

As a customer at Lübech Living ApS, we as documentation require your company's general contact information as well as the personal data with which you represent the company. All information is stored in our IT system.

When personal data is no longer relevant, all personal information about you will be deleted.

**What do we use personal data for?**

The personal information we collect about you is used to fulfill the agreement your company has entered into to be a customer of Lübech Living ApS.

**Transmission of personal data in connection with delivery of orders.**

Lübech Living ApS collaborates with several freight companies that handle freight by order, and in this connection we forward both your company's general information and your personal data to the freight company for the purpose of serving you as a customer.

When you register as a Lübech Living ApS customer, you agree that we must forward your personal data to relevant partners.

**Use of data controllers**

Lübech Living ApS makes use of external data controllers that process information about you and the company you represent. These are administrative purposes in connection with the retention of information in our IT system.