

GENERAL TERMS AND CONDITIONS OF SALE

applicable to the online store www.ilumiauto.com

§1. General provisions

1. These General Terms and Conditions of Sale, hereinafter referred to as the “GTC”, set out the rules for concluding and performing sales contracts for Goods offered via the online store operated at www.ilumiauto.com.
2. The Seller shall be, depending on the sales model, place of shipment, place of taxation, logistical arrangement or the entity indicated in the sales document:

ILUMI GROUP GmbH (Switzerland)

Avenue des Boveresses 44
1010 Lausanne
CHE-439.968.759

ILUMI GROUP GmbH (Germany)

Alte Schulstraße 6
02694 Malschwitz
DE453219989

ILUMI GROUP Sp. z o.o. (Poland)

Cegielniana 4A/15
30-404 Kraków
PL6793361232

hereinafter jointly referred to as the “Seller”.

3. The Buyer may be:
 1. a consumer,
 2. a business customer,
 3. any other entity having legal capacity or capacity to act in accordance with the applicable law.
4. In contracts concluded with consumers, the mandatory provisions of the law of the country of the consumer’s habitual residence shall apply to the extent that such provisions cannot be contractually excluded or limited.
5. Matters not regulated in these GTC shall be governed by the applicable generally binding provisions of law, in particular civil, consumer and tax law.

§2. Definitions

For the purposes of these GTC, the following terms shall have the meanings set out below:

1. **Store** – the online store operated at www.ilumiauto.com.
2. **Seller** – the entity referred to in §1(2) and, in a given contractual relationship, the entity indicated on the invoice, pro forma invoice or other sales document.
3. **Buyer** – the entity placing an Order or entering into a sales contract with the Seller.
4. **Consumer** – a natural person acting for purposes outside their trade, business, craft or profession.
5. **Business Customer** – a natural person, legal person or organisational entity conducting business or professional activity.
6. **Goods** – movable items offered for sale by the Seller in the Store, in particular used original automotive parts.
7. **Order** – the Buyer’s declaration of intent aimed directly at concluding a sales contract for Goods.
8. **Sales Document** – in particular an invoice, pro forma invoice, order confirmation or any other commercial document issued by the Seller.
9. **Business Days** – days from Monday to Friday, excluding public holidays applicable at the place of business of the entity executing the sale or shipment.

§3. Conclusion of the sales contract

1. Information made available in the Store, including descriptions, photographs, technical designations, compatibility data, availability and prices of Goods, shall constitute an invitation to enter into a contract and not an offer within the meaning of civil law.
2. Placing an Order by the Buyer shall constitute an offer to conclude a sales contract for the Goods on the terms specified in the Store and in these GTC.
3. The sales contract shall be concluded upon the occurrence of the first of the following events:
 1. confirmation by the Seller that the Order has been accepted for processing,
 2. issuance of a Sales Document,
 3. handover of the Goods for shipment.

4. The Seller reserves the right to refuse acceptance or performance of an Order in justified cases, in particular in the event of:
 1. unavailability of the Goods,
 2. pricing, accounting or technical errors,
 3. inability to confirm the terms of the transaction,
 4. suspicion of abuse, unlawful conduct or breach of these GTC.

§4. Prices, taxes and individual arrangements

1. All prices displayed in the Store are prices payable by the Buyer for the relevant Goods, subject to the provisions of this section.
2. Subject to subsection 5, the price indicated by the Seller shall constitute the final amount payable by the Buyer.
3. In the case of deliveries to Switzerland, as well as to other countries or territories where customs clearance is required under the applicable regulations, the Buyer shall not incur any additional customs duties or other import charges beyond the amount indicated by the Seller.
4. Delivery costs, unless expressly included in the price of the Goods, shall be communicated to the Buyer no later than before the Order is placed.
5. In the case of sales to consumers, value added tax (VAT) shall be determined according to the place of delivery of the Goods, in accordance with the applicable tax regulations and the rules governing cross-border consumer sales.
6. Any price arrangements made individually, in particular by e-mail, telephone, internet communicators or other means of communication, shall remain non-binding until:
 1. an invoice, pro forma invoice or other Sales Document has been issued by the Seller, and
 2. such document has been delivered to the Buyer electronically.
7. Only the price stated in the Sales Document delivered to the Buyer in the manner specified in subsection 6 shall be deemed final and binding upon the parties.
8. In the event of an obvious pricing, accounting or technical error, the Seller shall be entitled to cancel the Order before dispatch of the Goods and shall promptly notify the Buyer thereof.

§5. Payment methods and payment terms

1. The Buyer shall pay the price using one of the payment methods accepted by the Seller for the given transaction.
2. The Seller accepts the following forms of payment:
 1. bank transfer to the account indicated in the invoice, pro forma invoice or other Sales Document,
 2. cash on delivery, provided that such payment method is available and feasible in the country of destination,
 3. payment via the PayPal system, subject to subsections 3 to 6 below.
3. In the case of payments made via the PayPal system within the territory of the Member States of the European Union, an additional fee of **9%** of the price previously agreed by way of individual communication, commercial negotiations or any other arrangement between the parties shall be added to the agreed price of the Goods.
4. The fee referred to in subsection 3 shall constitute part of the commercial terms of the transaction associated with the choice of a payment method benefiting from PayPal buyer protection.
5. Where the Buyer holds a PayPal account registered in Switzerland and payment is made in Swiss francs (CHF), the additional fee related to the choice of payment via the PayPal system shall amount to **3.5%** of the price agreed between the parties.
6. The additional fee referred to in subsections 3 and 5 shall become binding upon the Buyer once indicated by the Seller in the invoice, pro forma invoice or other Sales Document.
7. Unless otherwise agreed by the parties, shipment of the Goods shall take place only after the full amount due has been credited to the Seller's account, without prejudice to transactions carried out on a cash-on-delivery basis.
8. The Seller reserves the right to refuse a specific payment method for a given transaction where justified by organisational, logistical, technical, legal reasons or by the destination of the shipment.

§6. Delivery, dispatch location and carriers

1. Goods may be dispatched from warehouses located in:
 1. Poland,
 2. Germany,
 3. France,

4. Switzerland.
2. The selection of the warehouse from which the Order will be fulfilled shall remain at the sole discretion of the Seller and shall depend in particular on:
 1. availability of the Goods,
 2. logistical organisation,
 3. place of delivery,
 4. the Seller's internal order-fulfilment model.
3. Deliveries are made through the following carriers:
 1. DHL EXPRESS,
 2. DHL PARCEL,
 3. DPD,
 4. FEDEX,
 5. UPS.
4. Shipment shall take place within up to 7 Business Days from the date the payment is credited, unless a different period results from the offer, individual arrangements or the Sales Document.
5. In the case of a consumer, the risk of accidental loss of or damage to the Goods shall pass to the Buyer upon the physical taking possession of the Goods by the Buyer or by a third party indicated by the Buyer, other than the carrier.
6. In the case of a Business Customer, the risk of accidental loss of or damage to the Goods shall pass to the Buyer upon handover of the Goods to the carrier, unless mandatory provisions of law provide otherwise.

§7. Nature and characteristics of the Goods offered

1. The Goods offered for sale consist in particular of used original automotive parts (OEM).
2. Due to the nature of the Goods, their prior use and the specifics of trade in used parts, the Goods may show ordinary signs of wear typical of used items, which in themselves shall not constitute a defect in the Goods.
3. Photographs displayed in the Store are intended to reflect as accurately as possible the condition of the offered item. However, minor differences may occur due in particular to:
 1. screen settings,

2. lighting conditions,
 3. the angle of the photograph,
 4. natural characteristics of a used item.
4. Owing to high stock turnover, the volume of shipments and the specific nature of the assortment, the Seller reserves the right to deliver Goods that are functionally and technically compatible with the Goods ordered, including Goods bearing a different catalogue number, provided that such Goods retain:
1. usability,
 2. intended purpose,
 3. proper operation corresponding to the essence of the Order.
5. Delivery of compatible Goods within the meaning of subsection 4 shall not constitute improper performance of the contract nor a defect in the Goods, provided that the Goods fulfil the function for which they were ordered.

§8. Selection of Goods, compatibility and operational responsibility

1. The Buyer shall bear sole responsibility for the correct selection of the Goods for the specific vehicle, including in particular with regard to:
 1. equipment version,
 2. VIN number,
 3. electrical installation,
 4. technical requirements of the vehicle manufacturer.
2. The Seller shall not be liable for the inability to use the Goods resulting from:
 1. incorrect part selection by the Buyer,
 2. differences in vehicle equipment versions,
 3. the need for coding, adaptation, calibration or electronic configuration,
 4. errors in the installation, control units or vehicle systems,
 5. improper installation.
3. Vehicle system error messages, failure of certain functions after installation, or the need to carry out programming activities shall not automatically constitute proof of a defect in the Goods.

§9. Consumer right of withdrawal

1. A Buyer who is a Consumer shall have the right to withdraw from a distance contract within 14 days without stating any reason, subject to exceptions provided for by mandatory law.
2. The withdrawal period shall commence on the day on which the Consumer, or a third party indicated by the Consumer other than the carrier, takes possession of the Goods.
3. The notice of withdrawal shall be sent electronically to: **contact@ilumi.ch**.
4. In the event of an effective withdrawal, the Seller shall reimburse the Consumer for payments received in accordance with the applicable law; however, the Seller shall be entitled to withhold reimbursement until:
 1. the Goods are returned, or
 2. the Consumer provides proof that the Goods have been sent back, whichever occurs first.
5. The direct cost of returning the Goods shall be borne by the Consumer, unless the Seller expressly agrees otherwise in writing.
6. The Consumer shall be liable for any diminished value of the Goods resulting from handling beyond what is necessary to establish the nature, characteristics and functioning of the Goods.

§10. Technical and organisational conditions for returning Goods

1. In order to ensure transport safety and enable verification of the condition of the Goods, the Buyer returning Goods shall send them back with due care, in a manner appropriate to the nature of the item and the standard of its packaging.
2. The Goods should be packed in a cardboard box corresponding to the packaging in which the Goods were delivered by the Seller, in one of the following formats:
 1. 60 × 40 × 40 cm,
 2. 70 × 40 × 40 cm,
 3. 75 × 40 × 40 cm,
 4. 80 × 40 × 40 cm,
 5. 90 × 40 × 40 cm,
 6. 95 × 40 × 40 cm.
3. The Buyer shall prepare full photographic documentation of the packing process, including at least:

1. the condition of the Goods before packing,
 2. the manner in which the Goods were secured,
 3. the closed parcel prepared for dispatch.
4. The Buyer shall obtain proof of dispatch of the return shipment.
 5. The documentation referred to in subsection 3, together with the proof of dispatch, shall be sent to **contact@ilumi.ch** no later than on the day the return shipment is dispatched.
 6. If the Goods are returned improperly, in particular:
 1. without proper protection,
 2. in packaging unsuitable for their nature,
 3. without the required documentation,
the Seller shall be entitled to take into account the effect of such circumstances on the condition and value of the Goods, in accordance with the applicable law.
 7. The provisions of this section shall apply to the extent that they do not infringe the mandatory rights of the Consumer.

§11. Complaints and Seller's liability

1. The Seller shall be liable towards Consumers for any lack of conformity of the Goods with the contract in accordance with the provisions applicable to consumer sales.
2. For used Goods offered by the Seller, the period of liability for lack of conformity towards the Consumer shall be **1 year from the date of delivery**, provided that the applicable mandatory national law allows such contractual shortening.
3. The Buyer should submit a complaint electronically to **contact@ilumi.ch**, together with as detailed a description of the issue as possible and photographic or video documentation enabling assessment of the complaint.
4. If the complaint is based on the allegation that the damage to the Goods arose during transport, the provisions of §12 shall apply. The Seller shall be entitled to make the examination of such complaint conditional upon prior submission of documentation prepared in accordance with §12.
5. The Seller shall examine complaints, including those concerning refund or replacement of the Goods, within 5 Business Days from receipt of a complete complaint submitted by e-mail.

6. The period referred to in subsection 5 shall commence only upon receipt of all information and documents enabling substantive examination of the matter.

§12. Transport damage

1. If damage to the shipment or the Goods that may have arisen during transport is discovered, the Buyer shall, where possible, without delay:
 1. prepare an appropriate damage report together with the carrier, and
 2. notify the Seller thereof.
2. Any mechanical damage to the Goods that may have arisen as a result of transport must be documented and reported to the Seller electronically at **contact@ilumi.ch** within **48 hours from receipt of the Goods**.
3. Effective notification of transport damage requires submission of complete photographic documentation including in particular:
 1. the condition of the outer packaging immediately after delivery,
 2. the condition of the inner protective packaging,
 3. the location and extent of the damage to the Goods,
 4. photographs enabling unequivocal identification of the received item.
4. If mechanical damage to the Goods is discovered, the Buyer shall refrain from:
 1. mounting,
 2. installing,
 3. putting into operation,
 4. making any further interference with the Goods.
5. Installation of the Goods despite visible damage shall exclude the possibility of effectively relying on transport damage as the basis of claims against the Seller, unless mandatory law provides otherwise.
6. All photographic documentation relating to damaged Goods must be prepared **prior to their installation, fitting or any interference with their condition** and sent to the Seller at **contact@ilumi.ch** within the time limit referred to in subsection 2.
7. Failure to comply with the obligations referred to in this section, in particular:
 1. failure to report within the time limit,
 2. failure to provide the required documentation,

3. installation of the Goods despite the discovered damage, may constitute grounds for refusing claims based on the allegation that the damage occurred during transport, unless prevented by mandatory provisions of law.
8. The provisions of this section shall not exclude or limit the rights of Consumers arising from mandatory law and are intended in particular to secure evidence properly and enable verification of the legitimacy of the notification.

§13. Replacement of Goods

1. If, as a result of a complaint, individual arrangements or a commercial warranty, replacement of the Goods is agreed, the Seller may:
 1. send the Buyer a return label, or
 2. indicate the return address.
2. In the event of replacement of the Goods, the Seller shall dispatch the replacement Goods only after receiving from the Buyer proof of dispatch of the return shipment to the address indicated by the Seller.
3. The proof of dispatch should include data allowing identification of the shipment, in particular the tracking number.
4. Until receipt of the proof of dispatch of the return shipment, the Seller shall be entitled to suspend dispatch of the replacement Goods.

§14. Commercial warranty

1. Independently of the Consumer's statutory rights arising from the Seller's liability for conformity of the Goods with the contract, the Seller may grant an additional commercial warranty on terms specified:
 1. in the offer,
 2. in individual correspondence, or
 3. in the Sales Document.
2. Unless stated otherwise, the additional commercial warranty granted by the Seller for used Goods shall cover a period of 14 days from the date of receipt of the Goods and may consist, at the Seller's discretion, of:
 1. replacement of the Goods, or
 2. refund.
3. The commercial warranty shall not exclude, limit or suspend the Consumer's rights arising from mandatory provisions of law.

§15. Limitation of liability

1. To the fullest extent permitted by law, the Seller shall not be liable for indirect losses, loss of profit, loss of time, vehicle downtime, organisational costs or other economic consequences related to the use of or inability to use the Goods.
2. In particular, the Seller shall not be liable for:
 1. installation and removal costs,
 2. diagnostic, coding, programming and calibration costs,
 3. costs of additional workshop services,
 4. consequences of improper installation or use.
3. The provisions of this section shall not apply to the extent that liability cannot be limited or excluded under mandatory provisions of law.

§16. Retention of title

1. Until the purchase price and any ancillary claims have been paid in full, the Goods shall remain the property of the Seller.
2. In the event of delay in payment, the Seller may:
 1. withhold delivery of the Goods, or
 2. pursue the relevant claims in accordance with the law.

§17. Governing law and jurisdiction

1. In relations with Consumers, the applicable law shall be determined in accordance with mandatory conflict-of-law rules, with due regard to the protection afforded to the Consumer by the law of the country of their habitual residence.
2. In relations with Business Customers, to the extent permitted by law, Swiss law shall govern contracts concluded under these GTC.
3. Any disputes with Business Customers may be submitted to the court having jurisdiction over the registered office of the Seller indicated in the Sales Document, unless mandatory law provides otherwise.

§18. Final provisions

1. Should any provision of these GTC be found invalid, ineffective or unenforceable, the remaining provisions shall remain in full force and effect.
2. The Seller shall be entitled to amend these GTC for valid reasons, in particular in the event of:

1. changes in legal regulations,
 2. changes in the sales or logistics model,
 3. changes in the scope of services offered,
 4. the need to clarify the provisions of these GTC.
3. Contracts concluded before the entry into force of a new version of the GTC shall be governed by the version in force at the time of conclusion of the contract.
 4. These GTC shall enter into force upon their publication in the Store.