

# Terms and Conditions E-Commerce Lascaux GmbH

[www.lascaux.de](http://www.lascaux.de) / [www.lascaux.ch](http://www.lascaux.ch)

Lascaux Colours & Restauro Europe GmbH  
Turmstrasse 11  
D-78467 Konstanz  
Ust-ID: DE301625528

## 1. General, Scope of Application

1.1 The following Terms and Conditions (hereinafter «Terms») regulate the contractual relationship between Lascaux Colours & Restauro Europe GmbH (hereinafter «Lascaux») and all persons located in Germany and European Countries using EUR as legal tender, which make use of the offerings available in Lascaux' online shop (B2C, hereinafter «Customer»). Opposing or diverging conditions set by the Customer are only applicable if Lascaux has expressly acknowledged them in writing. The language of the contract is German.

1.2 These Terms apply exclusively to the offerings available through Lascaux' online shop. The presentation of products in the online shop does not represent a legally binding offer, it is to be considered a non-committal online catalogue.

1.3 The customer gives his approval to these Terms by clicking on the respectively marked button «read» (I agree to the Terms and Conditions) or similar.

1.4 The Terms apply to use of the websites [www.lascaux.de](http://www.lascaux.de) and [www.lascaux.ch](http://www.lascaux.ch) as well as all subdomains affiliated with these as well as the online shop offerings available there.

1.5 Lascaux reserves the right to modify these Terms at any time. The relevant version is always the version valid at the time the contract was concluded.

The current version of these Terms is valid from 8 August 2021..

## 2. Conclusion of Contract

2.1 A contract is concluded with a Customer as soon as Lascaux accepts the order of this Customer. The recognition of the contract by Lascaux is realised by delivery of the ordered items. The written copy of the order, which the Customer receives after the order has been transacted, is only a confirmation of transaction, not acceptance of the order by Lascaux. The Customer gives his consent to Lascaux accepting the order only for such items that are in stock (orders not in stock will neither be delivered later).

2.2 By clicking on the purchasing button («Purchase») the Customer transacts a binding order for the items contained in the shopping cart. Before executing the payment the Customer has the option of returning to the shopping cart and changing his order if necessary.

## 3. Prices

3.1 All offers in Lascaux' online shop are at all times non-committal proposals. They have no long-term validity provided they are not unambiguous offers presented in writing. The offerings available in the web shop are subject to the reservation that the items on offer are in stock.

3.2 The relevant prices are the prices indicated in the web shop at the time an order is submitted. All prices in the web shop represent gross prices in Euros including VAT yet excluding packaging and shipping costs. The collective VAT amount for the selected items is indicated in the overview of the shopping cart. Shipping costs for the order are indicated before the confirmation of the final order.

3.3 A Customer buys items for the price indicated per article valid for the country for which he provides a delivery address.

3.4 The prices as well as the shipping costs charged to the Customer can vary from time to time. The current range in the web shop as well as the applicable prices are to be found on our website [www.lascaux.de](http://www.lascaux.de). Special offers and individual arrangements are reserved.

#### **External Effects on Prices**

3.5 If Lascaux is charged additional expenses unknown at the time the contract was concluded owed to circumstances beyond Lascaux' scope of influence, such extra costs are fully at the expenses of the Customer. This applies, for instance, to costs incurred due to regulatory or governmental measures (such as changes in tariffs, taxes, rates, fees etc.).

#### **4. Order Processing and Delivery, Shipping**

4.1 As a principle Customers can process orders solely via the order feature in the web shop. Delivery is effectuated by shipping the ordered items to the address provided by the Customer. The invoicing address and the delivery address need not be identical. Collection of ordered items at Lascaux' headquarters is not an option.

4.2 Usually delivery to the Customer is carried out within 5 to 8 week days (Monday to Friday) after receipt of the order confirmation. Information regarding the delivery period is non-binding. Lascaux will assume no responsibility for possible delays of delivery. Indemnification for such incidents is excluded.

4.3 If a product is not available for delivery or not on offer at the time an order is submitted, this will be indicated to the customer in the online shop. Products that cannot be delivered will not be held in delay, nor will they be delivered at a later time. It rests with the Customer to order such items at a later point in time.

4.4 Orders that have been triggered multiple times are treated like individual orders and can as a matter of principle not be cancelled (notwithstanding every consumer's legal right of rescission).

4.5 Deliveries to Customers of Lascaux' online shop are processed by a service provider to be chosen by Lascaux. Costs for packaging and transport insurance are contained in the shipping fees that are to be paid simultaneously with the payment of the order during the order process.

4.6 As a matter of principle merchandise ordered in Lascaux' web shop under [www.lascaux.de](http://www.lascaux.de) or [www.lascaux.ch](http://www.lascaux.ch) is delivered to Germany. Lascaux reserves the right to limit deliveries to European countries. Please observe that items ordered in our online shop in EUR re not delivered to third countries.

4.7 For technical reasons it may occur that an order needs to be divided into multiple packages.

4.8 In case where deliveries are affected by force majeure, i.e. for instance natural disasters, governmental actions, delayed or erroneous supply, war, civil unrest, industrial action, substantial interruption of operations, epidemics or similar, delivery and service periods are extended reasonably. In the case of extreme cold Lascaux reserves the right to reschedule deliveries. Whenever possible the Customer is informed directly about such instances. Indemnification for delayed deliveries due to the circumstances described above or any resulting cancellation of contract is excluded.

4.9 If the obstruction to our delivery of products and services prevails for more than three months, both parties have the right to cancel the contract.

#### **Shipping Costs for Web Shop Customers**

4.10 Up to an order value of EUR 299.99 including VAT the shipping and packaging fee for deliveries inside Germany amounts to EUR 10.00. For orders less than EUR 150.00 an additional delivery charge of EUR 10.00 is billed. For delivery into other EU countries extra costs and fees can be chargeable at the expense of the Customer. Orders with a value above EUR 300.00 including VAT are free of shipping charges except for articles that are unable to send with a regular parcel service. Such large sized articles exceeding a girth of more than 300 cm (for instance MasterPak transport boxes) that need to be shipped by freight incur a shipping fee of EUR 40.00 per parcel up to 100 kg inside Germany. For other countries individual shipping fees are calculated and charged. Shipping costs are listed in the order and are always at the expense of the Customer.

## **5. Transport, Transfer of Perils, Delay of Acceptance**

5.1 Delivery is defined as the provision of ordered goods at the Customer' s location.

5.2 Use and peril are transferred from Lascaux to the customer upon acceptance of the order.

5.3 If the ordered items cannot be delivered to the Customer at the specified delivery address, the Customer owes Lascaux the additional amount of EUR 40.00 (per order) as fee for efforts caused by the refusal to accept goods.

## **6. Terms of Payment**

6.3 Web shop Customers need to pay in advance. Lascaux delivers ordered items after receiving the invoiced amount, not before.

6.4 Payment of the amount specified in the order is always transacted in advance in the web shop by means of credit card when the order is concluded. Presently the following credit cards are accepted: Visa and MasterCard. The order is considered valid after the payment carrier has given consent. No orders adhering to reseller conditions (B2) can be transacted in the web shop.

## **7. Damage of Delivery**

7.1 When damages occur we ask Customers who have made an order as consumers to submit a complaint to the shipping provider as soon as possible stating the nature of the damages – including transport damages – and then to contact us. This helps us to enforce our own claim against the shipping provider or, respectively, the insurance company. Failure to submit such a complaint does not affect the statutory rights of the Customer.

## **8. Right of Revocation**

Notice: The right of revocation applies only to end consumers (B2C).

You have the right to revoke this contract within a period of fourteen days without giving any reasons. The period of revocation is fourteen days counted from the day when you or your chosen representative, who is not the transport carrier, has received and accepted the last item of the order.

In order to use your right of revocation you need to inform Lascaux (Lascaux Colours & Restauro GmbH, Turmstrasse 11 D-78467 Konstanz, Fax +49 7531 911 3997) through an unambiguous written declaration (letter by post, fax, e-mail) about your decision to revoke this contract. You need to attach a copy of your declaration of revocation. In order to adhere to the revocation period it is sufficient to send a notification stating your intention to use your right of revocation before expiry of the fortnightly revocation period.

### **Consequences of Revocation**

In case of successful revocation we are obliged to repay to you all payments we have received from you including shipping costs (except extra costs related to your possible choice of a different method of delivery than the low cost standard delivery offered by us) immediately yet at the latest fourteen days after the day we received your notification of revocation of the contract. For repayment we use the same payment method that was applied for the original transaction unless something else has expressly been agreed with you. Under no circumstances will you be charged fees for this repayment. Bank charges are at the expense of the account holders.

We can refuse repayment until we have received your ordered goods back or you have provided proof that the ordered goods have been sent back to us depending on which of these events occurs first.

You must return or hand over the ordered goods, in any case at the latest within fourteen days from the day you informed us about your revocation of this contract, to us immediately, under this address:

Lascaux Colours & Restauro Europe GmbH,  
Turmstrasse 11  
D-78467 Konstanz.

Timely return is complied with when the merchandise is dispatched by you before expiration of the fourteen days period.

You carry the immediate costs for return shipping of the goods. For merchandise that cannot be returned regularly by post due to specific properties the costs will be considered approximately 50.-- EUR maximum.

You will only be charged for a possible loss of value of your ordered merchandise if this loss of value can be proved to arise from any handling of the merchandise beyond checking the quality, properties and functionality of the items by you.

Return deliveries that cannot be assigned to any specific Customer will be stored for two months and then disposed of; the respective file will be closed. After this period all refund or replacement demands expire.

### **Reasons for Exclusion from the Right of Revocation**

Only unopened products with an undamaged individual protective packaging in accordance with this right of revocation purchased via the online shop will be refunded. The right of revocation does not apply to products which

- are not prefabricated and substantially require an individual choice or determination by end consumer or which are individually adapted to the personal requirements of the consumer,
- for reasons of health protection or hygiene are not suitable for resale as soon as their sealing has been removed upon delivery,
- after delivery due to their properties have been mixed with other products in such a manner that they no longer can be separated or isolated
- are manufactured according to the Customers specifications,
- have been damaged or opened/partly consumed by the Customer.

### **9. Reservation of Title**

Until all accounts connected with the delivery contract have been settled, ordered merchandise remains the exclusive property of Lascaux without exception.

### **10. Exclusion of Liability**

10.1 Lascaux is exclusively liable for damages arising from injury of contractual obligations incumbent on Lascaux, or if Lascaux has caused such damages with gross negligence or intent.

10.2 The maximum amount to be paid for damages is limited to the amount agreed as the purchasing price for the respective delivery.

10.3 Lascaux is not liable for purely financial losses as well as consequential damages and/or reflex damages.

10.4 Changes of price, delivery options, errors, misprints, technical changes remain reserved. Provided samples/images are non-binding. Divergences in appearance and dimensions are permissible.

### **11. Data Privacy**

Our data privacy practices are in accordance with the General Data Protection Agreement (GDPR). Lascaux is obliged to treat a Customer's personal data for permissible purposes, discretely and in accordance with the legal requirements. Approval of these Terms and Conditions comprises consent with the processing of the Customer's personal data.

Detailed information regarding data privacy is to be found on the data privacy page.

### **12. Changes / Additions**

12.1 Lascaux expressly reserves the right to adjust these Terms to changing conditions at any time and apply the changed Terms immediately.

12.2 Therefore the Customer needs to inform himself/herself about the respectively applicable Terms for every order.

### **13. Severability Clause**

13.1 If any clause proves to be ineffective the other provisions remain effective.

13.2 The legal regulations apply in place of the ineffective clause.

### **14 Applicable Law, Place of Jurisdiction**

14.1 The present Terms as well as all sales they apply to are subject to German law. Every legal dispute based on or connected to the present Terms or any sales they apply to is to be processed in accordance with German law, regardless of whether the problem is related to contract law or liability law, or whether it is based on any other clause. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

14.2 For possible disputes arising from or in connection with these Terms as well as the affiliated contract the place of jurisdiction is the Lascaux location in Constance (Konstanz). Lascaux reserves the right to take legal action at the Customers place of residence.