# **General Terms and Conditions**

#### **General Provisions**

- 1. The written declarations made by both parties shall be decisive with regard to the cope of the goods or services. However, the General Terms and Conditions of the urchaser shall only apply where the supplier or service provider (hereinafter the supplier) has expressly agreed to them in writing.
- 2. The supplier shall retain unlimited rights of ownership and use under copyright law to quotations, drawings and other documents (hereinafter documents). The documents may only be made accessible to third parties following the prior consent of the supplier and are, if the order is not awarded to the supplier, to be returned to the latter without delay on request. Clauses 1 and 2 shall apply mutatis mutandis to the purchaser's documents; however, these may be made accessible to those third parties to which the supplier has permissibly assigned deliveries.
- 3. Partial deliveries are permissible where the purchaser considers them reasonable.
- 4. The General Terms and Conditions shall only apply to businesses and to legal entities incorporated under public law or a special fund established under public law.
- 5. The present General Terms and Conditions shall also apply to all future transactions with the purchaser.

# Payment and Default

Proforma invoices shall be issued as soon as the object of purchase has been ordered if the amount of order is bigger than EUR 3000. In this case 100% prepayment is acceptable only. Below EUR 3000 amount, invoices shall be issued as soon as the object of purchase has been provided for dispatch in whole or in part. All invoices are due within 15 days net. The amount is calculated as summary of all orders not separately!

# **SALES POLICY**

## SHIPPING + package:

All order above EUR 2500 includes the shipping cost in the EU, and no added costs. Below EUR 2500 each shipping cost will be informed in advance.

Standard product shipping cost in EU:

Speed Lux 320 EUR 50 Speed Lux 320 + solar EUR 80 Eco Lux 250 EUR 40 Eco Lux 250 + solar EUR 60

All orders are shipped by DHL with economy or express service, which can be tracked via www.dhl.com .

All package are packed in carton box and/or foam and/or wooden case. Wooden case is used if the product is longer than 100 cm and heavier than 50 kgs.

# SELLER WILL NOT BE LIABLE FOR ANY DAMAGES DURING THE SHIPPING PROCEDURE!

Liability for DHL Services (without any insurance) please read it here:

https://www.dhl.com/content/dam/dhl/local/se/dhl-freight/documents/pdf/price-increase-documents/se-freight-general-terms-and-conditions-en-01112019.pdf

DHL insurance covers the full value of your shipment against all risks.

(more info on www.dhl.com)

# When you choose DHL insurance, you enjoy the following benefits:

Your shipment is covered against all risks.

Compensation up to the full value of your shipment in case of loss or damage.

**INSURANCE PRICE:** 

1,5% of total value of order

### **RETURN POLICY:**

Product(s) may be returned within 8 days of shipment for a full refund minus shipping and handling charges and a 20-90% restocking fee (restocking fee may vary based on special order requests and on product). No refunds will be made for software, items that are downloadable or opened items that are received by LEDMOVIE more than 8 days after delivery. Downloadable products or account keys purchased to activate or unlock downloaded software are non-refundable.LEDMOVIE does not accept any returns on refurbished products.

Our refurbished products are manufacturer-certified products that have been returned to LEDMOVIE and reconditioned to meet LEDMOVIE's standards.

## **REFUNDS:**

You can expect a refund in the same form of payment originally used for purchase. Shipping and handling charges will not be refunded for any returned product. Shipping and handling charges will not be refunded for (1) undeliverable packages (including those for which the shipper cannot locate the customer, resulting in the order being returned to sender) or (2) deliveries that are refused (including instances in which the customer is unwilling to pay any applicable taxes or duties, which results in the order being returned to sender or abandoned).

All undeliverable or refused orders will be treated as a return with the same policy applied as returned items.

#### RETURN PROCEDURE/ SHIPPING INSTRUCTIONS DURING THE WARRANTY PERIOD:

Send an email to info@ledmovie.com and fill out the warranty document (it is provided separately). Returns will be arranged by Ledmovie. A DHL pickup email will be sent to the customer and it has to be confirmed by the customer, otherwise it will be deleted within the next 24 hours. If pickup is not confirmed within 24 hours, or it is cancelled afterwards, all return shippings in the future must be paid in advance by the customer. Return shipping address can vary based on customer location and product being returned. Return shipping address will be provided once it has been approved

Please note that all return shipping will be shipped by standard economy shipment without any full risk insurance. If your customer needs it please inform us and it will be charged to the customer.

Please note that for all returned products, video and images will be taken about the service procedure to check and see what the real problem was. If there isn't any warranty issue, all cost will be charged to the customer.

## RETURN PROCEDURE/ SHIPPING INSTRUCTIONS AFTER WARRANTY PERIOD:

Send an email to info@ledmovie.com. Returns must be shipped with freight prepaid. Collect shipments will be considered an unauthorized return and will be sent back at the customer's expense. Customer is responsible for shipping charges and risk of loss and damage on all return shipments. We highly recommend using a reputable shipping carrier capable of providing proof of delivery, as well as properly packing and fully insuring your return shipment. Return shipping address will vary based on customer location and product being returned. Return shipping address will be provided once LEDMOVIE has been approved.

OTHER TERMS AND CONDITIONS:

All product returned must be intact and in the original packaging with all peripherals and accessories. If product is found to have been damaged by DHL, please contact Ledmovie Customer Service. LEDMOVIE must be obtained before you return a product for any reason. Product received without a valid LEDMOVIE's authority may be returned to you at your expense. LEDMOVIE will not be liable for any loss or damage to unauthorized returns. If there is a dispute, please contact the Ledmovie Customer Service immediately. If you receive an item you did not order, it may be returned to LEDMOVIE at no charge. A call tag will be issued by LEDMOVIE to pick up any mis-shipped product due to LEDMOVIE's error.

# **LIMITED WARRANTY**

Seller warrants product of its own manufacture against defective workmanship and material for a period of one year from the date of shipment unless specifically stated otherwise. Buyer's failure to conform to Seller's specifications regarding installation, maintenance, and usage will

invalidate warranty. Any defective parts or products must be returned to the Seller's facility for repair or replacement at the discretion of the Seller. This is Buyers exclusive remedy for breach of warranty. THIS LIMITED WARRANTY IS GIVEN TO THE ORIGINAL PURCHASER. THE ORIGINAL PURCHASER IS NOT ENTITLED TO EXTEND OR TRANSFER THIS WARRANTY TO ANY OTHER PARTY UNLESS SPECIFICALLY STATED OTHERWISE. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

If any customer requets any discount of the products after of order, all warranty will be unvalid.

NOTE: THE WARRANTY IS SUSPENDED UNTIL THE PAYMENT IS NOT DONE (AFTER THE PROMPT PERIOD)

Warranty: Speed sign 2 years

Battery: 6 months solar panel: 5 years

## **LIMITATIONS OF CLAIMS**

Seller will not be responsible for any harm arising out of Buyer's purchase, possession or use of any products supplied by Seller, Buyer's use of any function on Seller's web-sites or any technical advice Seller may offer, except as agreed in the Limited Warranty set out above. SELLER WILL NOT BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL OR EXEMPLARY DAMAGES. INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, COST ANY SUBSTITUTE FOR THE PRODUCTS BUYER BOUGHT, CLAIMS OF THIRD PARTIES OR INJURY TO PERSON OR PROPERTY.

#### **EVENTS BEYOND SELLER'S CONTROL**

Seller will not be responsible if Seller cannot perform under this agreement if events beyond Seller's control occur which make it impossible or commercially unreasonable for Seller to perform, including but not limited to so-called 'Acts of God', 'force majeure' events, raw material shortages, labor disputes, fires, floods, accidents, open hostilities, political or governmental insurrections, declaration of national emergencies or of war, governmental regulations, delays in transportation, lack of fuel, or failure of machinery or apparatus.

# **INTELLECTUAL PROPERTY**

Buyer shall make all necessary effort to safeguard Seller's intellectual property, such as patents, firmware, software, designs, and technology, and assumes all liability for patent and copyright infringements. All firmware, software, and hardware designs, as well as tooling or other materials will remain the property of the Seller unless specifically stated otherwise.

# **Protected Privileges**

1. The supplier warrants that no industrial property rights or other third party rights will be violated in connection with its delivery.

# Place of Jurisdiction

- 1. If the purchaser is a businessman or a legal entity incorporated under public law and it maintains its registered office in Germany, our registered office will be the place of jurisdiction.
- 2. If the purchaser's registered office is located abroad, all disputes arising from the contract or its validity will be decided by the ordinary jurisdiction. Our registered office will also be the place of jurisdiction in this case 3. The law of the Hungary shall apply exclusion of the United Nations Convention on Contracts for the International Sale of Goods.