



These are the current General Terms and Conditions that are integral part of the Agreement by and between LINE & MORE KORLÁTOLT FELELŐSSÉGŰ TÁRSASÁG Registered seat: Hungary, H-1012 Budapest, Attila út 105. Represented by: Miklós Batisz managing director Tax No.: 11874928-2-41

Tax No.: 11874928-2-41 Community Tax ID.: HU 11874928 Corporate Registration No.: 01-09-680859, The Budapest Metropolitan Court as Registry Court Bank name: CIB Bank Rt. Bank address: Hungary, H-1122 Budapest, Kék Golyó utca 1. SWIFT: CIBHHUHB Giro account (EUR) number: HU11-10700419-24647803-50000005 VPID: HU0005642045 Data Management Registration No.: NAIH-63556/2013 Member of the Hungarian Chamber of Commerce and Industry Customer Service: • Telephone: +36 1 225 8600

• E-mail: contact@starrylightlamps.com (hereinafter referred to as the **Seller**)

and the CONSUMER (hereinafter referred to as the Consumer)

# 1. The Seller and the Products, Intellectual Rights

1.1. The Seller is the exclusive manufacturer and distributor of 'Starry Light by Anagraphic' product line (hereinafter referred to as the **Products**) designed by Anna Farkas and Miklós Batisz. The Products and all related intellectual rights (such as trademarks) are the exclusive intellectual property of Anna Farkas and Miklós Batisz and protected by the Laws of the Republic of Hungary. In case of infringement of any of the said intellectual rights, the Seller is entitled to initiate both civil and criminal proceedings against the infringer according to the Laws of the Republic of Hungary.

1.2. The Seller is the exclusive owner and operator of www.starrylightlamps.com webpage (hereinafter referred to as the **Webpage**) and the 'starry light lamps' webshop (hereinafter referred to as the **Shop**). The Consumer shall register on the Webpage in order to initiate purchases and provide the Seller with all data necessary for performance of the Seller's obligations. All damages and consequences arisen in connection with improper or untrue supplying of data, shall be borne exclusively by the Consumer.

## 2. Effect of the General Terms and Conditions

2.1. The Consumer acknowledges and accepts these present General Terms and Conditions as maybe amended from time to time by registering on the Webpage. The General Terms and Conditions are applicable in all offers made by the Seller and apply to every Agreement concluded by and between the Seller and Consumer. The Seller retains the right to amend these General Terms and Conditions unilaterally. The most recent version of these General Terms and Conditions shall always be available through the Webpage which takes effect on the date of publication on the Webpage.

2.2. The Agreement (the General Terms and Conditions and the confirmation of the order) concluded by and between the Seller and the Consumer constitutes the full Agreement of the parties.

2.3. The Seller considers the Agreement, as executed through the Webpage, as a written Agreement, which is stored in the system of the Seller for 1 year after the ordered service is fulfilled.

2.4. The language of the Agreement shall be English.



## 3. The Consumer

The Consumer shall be a legal entity or a natural person. In case the natural person is under the age of 18, the consent of a parent(s) or guardian(s) consent is required to make purchases on the Shop. The consent shall be considered granted by acceptance of these present General Terms and Conditions.

## 4. Agreement of the Parties

4.1. The Product information offered in the Shop form a solicitation to the Consumer to make an offer on the basis of information provided at the Shop. The attached Technical Specifications shall contain a full and accurate description of the offered Products. Since the Products are manufactured according to individual orders and instructions, the actual product may differ from the visual material used on the Shop. These perceived differences are not binding to the Seller.

4.2. All Product orders shall be processed through the Shop according to the given instructions. The Seller does not accept orders via mail, fax or e-mail. The Agreement becomes valid and effective when the Seller confirms the Consumer's order. The Seller will send the Consumer an electronic confirmation (receipt) of the order's acceptance. The Consumer shall be bound by her/his confirmed Agreement to purchase a Product. However, if acceptance by the Seller has not been confirmed within 48 hours of the order's placement, the Consumer shall be entitled to rescind the Agreement.

4.3. By virtue of a valid Agreement between the parties, the Seller shall manufacture and transfer ownership title of the ordered Product to the Consumer, provided the Consumer has met all his/her Payment obligations as set forth in Section 5. below.

4.4. The prices are in Euro and include the applicable VAT rate, currently at 27% according to the Laws of the Hungarian Republic. VAT In case of orders placed by a non-EU resident natural or legal person or an EU resident legal entity (having an international tax No.) the VAT shall be excluded. In case the Consumer is not resident in the EU, VAT and custom may be paid respecting the regulation of the Consumer's country of origin. Such additional taxes or customs are not included in the price and payable by the Consumer.

4.5. The delivery deadlines listed on the Webpage are for information purposes only. The expected delivery deadline will be included in the order's confirmation. The effective delivery deadline will depend on several circumstances, including, for example, the Consumer's country of residence, the shipping method, etc. Consumer expressly accepts the Seller shall not be liable for delay not exceeding 30 days.

4.6. If the ordered product is not available or the Seller is unable to provide the ordered service, the Seller shall inform the Consumer and return the already paid amount within 30 days of such notification.

## 5. Payment

5.1. The Consumer shall make payment to the Seller according to the methods indicated in the ordering procedure at the Shop (Paypal, bank card or wire transfer) no later than 30 days after confirmation of the Consumer's offer. The Seller retains the right to accept only certain types of payment. Payment shall be considered fulfilled once the full purchase price is credited on the bank account or Paypal account of the Seller.

5.2. The Consumer declares he/she is permitted to use the given payment source. The Consumer authorizes the Seller to collect and store the data relating to the payment source, along with other related transaction information. When the Consumer makes a payment, he/she authorizes the Seller (and the Seller's designated payment processor) to charge the full amount to the payment source the Consumer designated for the transaction. If the Consumer pays by credit or debit card he/she shall provide the Seller with all necessary details of the card and the Seller may obtain a pre-approval from the issuer of the card for an amount up to the amount of the purchase. All costs relating to the payment (such as bank costs) shall be borne exclusively by the Consumer.

5.3. The Consumer expressly acknowledges that the Seller will not begin manufacturing the ordered Product until the full purchase price, including all associated costs as noted above, are paid. The Seller reserves the right to cancel a confirmed Agreement, if the Consumer has not met his/her payment obligations under the Agreement. In case of payment delay the Seller is entitled to claim 5% penalty interest per year.



5.4. The Seller might issue digital vouchers (digital coupons) which entitle the Consumers to purchase the given product at a reduced price. The amount of any reduction, the validity period, as well as the Terms and Conditions of the voucher's use, shall be included in the digital voucher.

# 6. Delivery

6.1. The Seller shall exercise the best possible care when receiving and processing orders for the Products. The Seller shall ensure appropriate packaging. The place of delivery shall be at the address given by the Consumer. The delivery shall be managed by an independent courier (FedEx). The fee of delivery shall be paid by the Consumer to the Seller as calculated in 'Your Oder'. Delivery fee is not included in the purchase price. The Consumer will find the approximate courier and shipping rates under Calculate Shipping menu. The Seller shall not be responsible for the services of the courier. Should damage to the Product occur during its delivery, it is the responsibility of the Consumer to resolve any liability for such damages directly with the courier.

6.2. The Consumer shall bear all consequences related to the supplying of insufficient or incorrect data for Product delivery. All costs resulting from a failed delivery due to this cause shall be borne by the Consumer.

6.3. Along with the product, the Seller shall send the Consumer the following information in writing or in such a way that the Consumer can store it in an accessible manner on a long-term data carrier:

- · contact information so that the Consumer may get into contact with the Seller with any complaints;
- $\cdot$  clear information about being exempted from the right of withdrawal;
- $\cdot$  the information corresponding to existing after-sales services and guarantees, warranty card;
- $\cdot$  invoice.

## 7. Lack of Right of Cancellation

7.1. The Consumer expressly agrees that, since the ordered Product is being manufactured according to his/her personalized specifications as given during the order process, the Consumer is not entitled to rescind the Agreement once his/her order was confirmed by the Seller.

7.2. From time to time, Product from the standard stock of the Seller may be made available for purchase through a Special Sale authorized by the Seller. All Product related information, including terms of sale, technical specifications, etc., will be incorporated in the accompanying advertisement of the Special Sale. Such advertisement may be delivered by the Seller by various means, including direct mail, flyer, facebook, etc. A coded digital coupon will typically be included in the Special Sale advertisement. If an order is fulfilled from the standard stock of the Seller through a Special Sale, the Consumer has the right to rescind the Agreement, for any reason, within 14 days. This period starts on the day of the receipt of the product by Consumer- or the receipt of the information referred to under clause 6.3., whichever occurs first. The right of rescission might be exercised the latest until 3 months after conclusion of the Agreement, he/she shall bear all costs relating to the return of the Product. Furthermore, the Seller is entitled to claim appropriate indemnity for any improper use of the Product. If the Consumer exercises his/her right to cancel the Agreement, the Seller will return all monies already paid for the Product within 30 days following receipt from the Consumer of an authorized notice electing to cancel the Agreement.

## 8. Warranty

8.1. The Seller guarantees that the delivered Product complies with the terms of the Agreement, including the specifications listed in the confirmed order. The warranty period shall be 3 years for the lamp body and the LED light; 3 years for the LED Driver. The Seller does not accept liability, however, for defects which have arisen after delivery of the product as a result of incompetent use or negligence, or which have arisen from changes to the delivered item introduced by the Consumer or a third party. Neither does the Seller accept liability for any damage cause by these failings.

8.2. After the Consumer has identified the defects, complete, clearly described complaints about the problem shall be submitted in writing to the Seller to the above addresses as soon as possible, but within not more than 2 months after identifying the reason for the complaint. The Seller will entertain all such complaints provided the Consumer can verify that the Product's purchase was processed



through the Shop. For this purpose, the Consumer should retain the original sales receipt. Delivery costs for product servicing will be borne by the Consumer, unless otherwise agreed upon by the Seller. For further information, please see the Warranty Card or contact Customer Service.

8.3. For further services (such as repair, component supply) please contact the Seller.

## 9. Governing Law, Jurisdiction

The Agreement of the parties shall be governed by the Laws of the Republic of Hungary. All disputes arising from the Agreement may be submitted solely to the competent court of the Republic of Hungary.

## 10. Communication, Amendments

All amendments and any notices or communications required or permitted to be given under this Agreement shall be in writing. The parties expressly accept e-mail as written communication.

## 11. Data Management

11.1. The Consumer expressly authorizes the Seller as data manager to manage the Consumer's personal data, as provided in the registration process, in accordance with the terms of the Agreement and the relevant Laws of Hungary. Such data, as name, corporate name, e-mail address, home address, delivery address, telephone number, tax number, if any, etc., may be used only for the following purposes:

- · site administration;
- · performance of ordered services, including delivery;
- sending statements, invoices, collecting money;
- · more effective handling of claims;
- · sending marketing communications via e-mail or similar channels (this use can be waived via e-mail at any time).

11.2. The personal data shall be handled confidentially and shall not be delivered to third persons (except the details necessary for the delivery of the product, which will be forwarded to the courier) without the Consumer's prior approval.

11.3. The Seller shall make all reasonable efforts, including technical and organization protective measures to prevent loss, change, malicious use, unlawful access, forwarding, disclosure, deletion of personal data. The Seller shall store all personal data on secure servers. The Consumer/user will be responsible for maintaining other relevant data, such as Passwords.

11.4. The personal data will be stored for indefinite period. The Consumer might require the deletion of the data provided by a message sent to contact@starrylightlamps.com e-mail address containing the express claim for deletion. The Consumer might require information about the management of his personal data. Furthermore, the Consumer might require the Seller to correct or delete the personal data. The data manager shall inform the Consumer upon his request about the data managed or forwarded, purpose, title, term of data management, name of data processor, address (seat) and his activity in connection with the data management.

11.5. The data manager shall correct the untrue personal data. The data manager shall delete the personal data if its management unlawfully, or upon the Consumer's request. The Consumer is entitled to object against the management of his personal data.

11.6. The Consumer shall inform the Seller about any change of any data used in the Webpage or Shop in order to keep the data updated.

11.7. The Shop uses cookies (small amounts of information that are automatically stored onto the Consumer's computer) in order to make the purchase process easier and to recognize the Consumer. The cookies are not used to store personal data or to pass information to third parties. The Consumer acknowledge and authorize the Seller to use and store cookies on his/her computer.

Budapest, 16th February, 2014. Line & More Korlátolt Felelősségű Társaság, Miklós Batisz managing director