

# General Terms and Conditions – Lumen Christi

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## 1 Scope of application

The following General Terms and Conditions apply to all contracts with Lumen Christi.

## 2 Contractual partner

The contracts are concluded with: Lumen Christi, Hildegard Mohr, In der Linen 7, 52134 Herzogenrath, Germany.

### 3 Conclusion of contract

3.1 The presentation of the cards and the references to other possible services on the website <https://www.lumen-christi.info/> or on other media (flyers and similar) do not constitute a legally binding offer to conclude a contract, but merely an invitation to place an order or to enter into contract negotiations on your part.

3.2 If you place a binding order via the contact form or other means, the contract is concluded when the offer is accepted by the order confirmation by e-mail or another clear declaration (in particular after further contract negotiations for customised products to be determined more precisely).

3.3 You will receive an overview of your contract by e-mail.

### 4 Right of cancellation

4.1 As a consumer (i.e. a natural person who places the order for a purpose that cannot be attributed to your commercial or independent professional activity), you have a right of cancellation in accordance with the statutory provisions for contracts concluded outside business premises and for distance selling contracts.

4.2 The right of cancellation does not apply to contracts for the delivery of goods which are not prefabricated and for the manufacture of which an individual selection or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer (cf. § 312g II no. 1 BGB)<sup>1</sup>.

4.3 If you as a consumer make use of your right of cancellation according to No. 4.1, you must bear the regular costs of the return shipment.

4.4 In all other respects, the provisions set out in detail in the following cancellation policy apply to the right of cancellation.

#### Cancellation policy

##### **Right of cancellation**

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period is 14 days from the day on which you or a third party named by you, who is not the carrier, took possession of the goods.

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<sup>1</sup> Here and elsewhere I refer to German law. The legal situation in your home country may be different.

To exercise your right of cancellation, you must notify

Lumen Christi, Hildegard Mohr, In der Linen 7, 52134 Herzogenrath, Germany,  
mohr-hildegard@web.de, 0049 163 6719061

about your decision to withdraw from this contract by an unequivocal statement (e.g. a letter, an e-mail to the address from which you received the order confirmation or a message via the contact form on <https://www.lumen-christi.info/>). You can use the attached sample cancellation form, but this is not mandatory.

If you make use of this option, you will immediately receive confirmation (e.g. by e-mail) of the receipt of such a cancellation.

To meet the cancellation deadline, it is sufficient for you to send your notification of exercising your right of cancellation before the cancellation period expires.

### **Consequences of cancellation**

If you withdraw from this contract, I shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the additional costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by me), without undue delay and in any event not later than 14 days from the day on which I am informed about your decision to withdraw from this contract. For this repayment, I will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; under no circumstances will you be charged any fees for this repayment. I may refuse to refund you until I have received the goods back or until you have provided proof that you have sent the goods, whichever is the earliest.

You must return or hand over the goods to me immediately and in any case no later than 14 days from the day on which you inform me of the cancellation of this contract. The deadline is met if you dispatch the goods before the 14-day period has expired.

You bear the direct costs of returning the goods.

You shall only be liable for any diminished value of the goods resulting from handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

- End of the cancellation policy -

4.5 Lumen Christi provides the following information on the model cancellation form in accordance with the statutory provisions:

## Sample cancellation form

If you wish to cancel the contract, please complete this form and return it to:

Lumen Christi,

Hildegard Mohr,

In der Linen 7, 52134 Herzogenrath, Germany

mohr-hildegard@web.de:

- I/We (\*) hereby give notice that I/we (\*) cancel my/our (\*) contract of sale of the following goods:

- Ordered on (\*)/received on (\*)

- Name of the consumer(s)

- Address of the consumer(s)

- Signature of the consumer(s) (only in case of notification on paper)

- Date \_\_\_\_\_

(\*) Please delete as appropriate

- End of the cancellation form –

## 5 Prices and shipping costs

5.1 In accordance with § 19 UstG (sales tax exemption for small businesses), no sales tax is charged and therefore not shown on the invoice.

5.2 Cards are sold at the prices stated on the website. The prices for individual items, reproductions, art prints and rights of use are agreed on a case-by-case basis. Cost estimates are without guarantee.

5.3 In addition to the prices stated or negotiated, unless otherwise stated or agreed, packaging and shipping costs for postal or parcel delivery will be charged. These will be stated on the invoice. You may be required to pay customs duties when shipping outside of Germany.

## 6 Delivery

6.1 Delivery is carried out by Deutsche Post, for larger orders by DHL.

6.2 Goods that are not specially manufactured will be handed over to the shipping service provider within three working days of receipt of payment. Any deviating delivery times will be indicated separately.

6.3 I bear the shipping risk for consignments I have dispatched or commissioned. Please inform me immediately if the goods do not arrive or arrive damaged.

## 7 Payment

7.1 Payment is always made in advance and by bank transfer.

7.2 In the case of payment in advance, I will give you my bank details in the order confirmation or invoice and send the goods after receipt of payment.

7.3 A reasonable down payment may be required for customised works.

7.4 In the event of cancellation by the customer, an appropriate remuneration corresponding to the work already performed may be demanded for works to be specially produced.

## 8. Retention of title

The goods shall remain my property until full payment has been made.

## 9 Warranty for material defects

Lumen Christi shall be liable for material defects in accordance with the applicable statutory provisions.

## 10 Copyrights

10.1 Copyrights and utilisation rights shall remain with me, irrespective of the transfer of ownership or title to the work. For example, I may continue to make and sell reproductions and show digital images of commissioned works.

10.2 The restriction of the rights mentioned in 10.1 and the granting of rights of use must be in text form (e.g. letter, e-mail). Mere verbal agreements are not sufficient. Rights of use granted may only be transferred to third parties with my express consent (in text form).