

# RADIAN

General Terms and Conditions of Sale  
valid from 01.07.2020

## RADIAN

Wörther Straße 32, 10405 Berlin, Germany

represented by Sandro Schieck

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VAT Id number according to Sec. 27 a German Value Added Tax Act: DE289098510

### 1. General

- (1) All offers, sales contracts, deliveries and services made on the basis of any orders by our Customers through our online shop [www.radian-design.com](http://www.radian-design.com) ("Online Shop") shall be governed by these General Terms and Conditions of Sale in the version which has been valid at the time of placing the order by the Customer.
- (2) The product offerings in the Online Shop are directed to both Consumers and Business Customers, but in each case only to end users. For the purpose of these General Terms and Conditions,
  - (i) a "Consumer" is any individual entering into the contract for a purpose not related to his or her business, trade or self-employed professional activity,
  - (ii) a "Business Customer" is an individual, company or partnership vested with legal capacity who enters into the relevant contract in the conduct of its business or its self-employed professional activity.
- (3) Standard business conditions of the Customer do not apply, unless their application is subject to our explicit written approval.
- (4) Our contracts with the Customer shall be made exclusively in the English language.

### 2. Conclusion of Contract

- (1) Our offerings in the Online Shop are non-binding.
- (2) By placing an order in the Online Shop, the Customer makes a binding offer to purchase the relevant product. An order of the product is concluded after the following steps:
  - a) Selection of product by clicking on the respective product,
  - b) Selection of the size and or color by choosing a variation in the respective dropdown lists "Size" and or "Color" (insofar as varying sizes or colors are available and being offered),
  - c) Adding the product to the cart in the desired quantity by clicking the button "Add to cart" after filling in the desired quantity in the respective field "Quantity",
  - d) Examination of the chosen product, color and sizes or other variation in the cart by clicking the button "Go To Cart",
  - e) Possibility to update the quantity of a product or remove a product from the cart, show the order subtotal and leave a note about the order in the "Special instructions for seller",
  - f) Proceed to the shipping and payment process by clicking the button "Check out" after the Customers' confirmation to have read and agreed to our General Terms and Conditions of Sale and the Withdrawal Notice clicking respective links "Terms & Conditions" and "Withdrawal Notice",
  - g) Entry of the shipping address with the possibility to subscribe to the newsletter if desired,
  - h) Proceed to the selection of the offered shipping methods by clicking the button "Continue to shipping",
  - i) Automatic update of the order total depending on the country and shipping method selected on the shipping address page and on the shipping method page. The updated order total is visible in the order details on the same page,
  - j) Proceed to the selection of a payment method by clicking the button "Continue to payment",
  - k) Selection of the payment method,
  - l) Selection of a different billing address to the shipping address if desired and possibility to save the information for faster checkout,
  - m) Proceed to review the order by clicking the button "Review order",
  - n) Binding submission of payment obliging order by clicking the button "Pay now".

The Customer can correct input errors at any time and at the latest before sending off the binding order by clicking on the "Back" button of the internet browser in order to get back to the page where the details of the

Costumer were given and can be corrected. The Customer can cancel the order process at any time by shutting down the internet browser.

(3) The offer will remain open for acceptance by us for a period ending at the end of the third business day following the day of the offer.

(4) When the Customer places an order, he or she immediately receives a confirmation of the order via e-mail ("Order Confirmation E-mail"). The Order Confirmation E-mail is an acknowledgement that we have received the order, and does not confirm acceptance of the offer to buy the product ordered.

(5) The sales contract with the Customer shall not become effective until our acceptance. The order shall be deemed to be accepted by us either upon a further contract note via E-mail ("Contract Note E-Mail") or by dispatching the product.

### 3. Dispatch of the Product and Delivery

(1) Any time period to determine the date of dispatch pursuant to this section 3 shall begin on the date the Customer receives the Contract Note E-Mail. The date of dispatch shall be such day on which the product is handed over by us to the carrier. We will inform the Costumer in a separate E-Mail if items should not be in stock. If items are in stock we shall be required to dispatch the product within a period of 3 business days. If ordered items are not in stock we shall be required to dispatch the product within 5 weeks.

(2) We shall be entitled to make partial deliveries and perform partial services at any time as long as this is reasonable for the customer. We shall bear any additional shipping costs caused thereby.

(3) In the event that the product is no longer available, we will not send a Contract Note E-Mail at all. We shall without undue delay reimburse the Customer any payments which the Customer has made to us in respect of the order. In the event that the product cannot be timely delivered within 5 weeks we shall without undue delay inform the Customer thereof. In this case both parties shall be entitled to terminate the sales contract. In case of such termination, we shall without undue delay reimburse the Customer any payments which the Customer has made to us in respect of the order.

### 4. Shipment and Passing of Risk

(1) Unless expressly otherwise agreed upon, we shall be free to determine the appropriate mode of shipment and to select the carrier at our reasonable discretion. The delivery of the goods will take place to the shipping address provided by the Customer.

(2) From the date of dispatch estimated delivery time is:

to addressees in Germany: 2 to 4 days

to addressees in the EU: 2 to 8 days

to addressees to other countries: 5 to 14 days

Express shipping options can be requested via e-mail.

(3) If the Customer is a Consumer, the risk of accidental destruction, damage or loss of the delivered product shall pass to the Customer upon delivery of the product to the Customer or upon the Customer's default of acceptance. In all other cases, such risk shall pass to the Customer upon delivery of the product by us to the carrier.

### 5. Prices and Payment

(1) For Customers inside the EU Customs Union:

All prices in our store include the currently valid German VAT and will be paid by us to the relevant authorities.

For Customers outside the EU Customs Union:

All prices in our store do not include VAT or any other duties and we do not include VAT or any other duties on our invoices. In connection with a Customer's order, additional taxes or costs (e.g. customs duties) may be incurred, which are not paid through us or invoiced by us, but are to be paid by the Customer directly to the relevant customs or tax authorities.

(2) The prices shown do not include the delivery fee, which will be added to the Customer's total order price in accordance with the paragraph below.

(3) The delivery fee can be calculated according to your postcode, the weight, size, nature and value of your goods. To view shipping costs, the Customer adds the product to the shopping cart, proceeds to the checkout page and selects the country the shipping is made to. The shipping costs can also be found on the indicated page ("Shipping and Returns").

(4) Payment for the product ordered from the Online Shop is to be made by Visa, Mastercard, Maestro, American Express, Shop Pay, Apple Pay, Google Pay, Sofort, Klarna Rechnung, eps-Überweisung, Ideal, Bancontact or Paypal. The right to accept other forms of payment in individual cases is reserved to us.

(5) The goods shall remain the property of RADIAN until they have been paid for in full. The goods will not be shipped before they have been paid for in full.

(6) The Customer shall have no right of set-off or retention, except to the extent that the counterclaim has not been disputed by us or been determined by a final and binding decision.

(7) Shipping is free for orders exceeding €50 in order value (exclusive shipping costs).

(8) In case of an exchange of goods caused by inaccurate size determination by the Customer, additional shipping costs for every new delivery apply and will be communicated to the Customer by RADIANT. Should a wrong size be delivered by RADIANT, RADIANT shall bear the shipping costs for an additional delivery.

## 6. Warranty

(1) The statutory warranty rights shall be valid.

(2) In the event that the Customer is a Business Customer claims for defects shall lapse within 12 months from delivery of the goods.

## 7. Liability

RADIANT shall be liable without limitations in the case of injury to life, body and health. In the event of impossibility and delay and in the event of the violation of material contractual duties, we shall also be liable for slight negligence; however, this is limited to typical, foreseeable damage. Material contractual duties (cardinal obligations) are such contractual duties, the fulfillment of which allows the proper performance of the contract in the first place and on the compliance with which the Customer regularly relies and also may rely. Typical, foreseeable damage is that which falls under the protective purpose of the respectively violated contractual standard. Otherwise, we shall not be liable in the event of slight negligence. The aforementioned limitations of liability shall also apply to corporate bodies and agents of RADIANT.

## 8. Statutory Right of Withdrawal

(1) You have the right to withdraw from this contract within 30 days without giving any reason. The withdrawal period will expire after 30 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

(2) For several types of goods, you cannot withdraw from the contract. Perishable goods such as food, flowers, newspapers or magazines cannot be returned. We also do not accept products that are intimate or sanitary goods, hazardous materials, or flammable liquids or gases.

Additional non-returnable items:

Gift cards

Custom-made and custom-sized items

Downloadable software products

Some health and personal care items

(3) To exercise the right of withdrawal, you must inform us (RADIANT, Schieck, Wörther Straße 32, 10405 Berlin, Germany, [contact@radian-design.com](mailto:contact@radian-design.com)) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

(4) To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

(5) Effects of withdrawal: If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

(6) You shall send back the goods or hand them over to us, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will have to bear the direct cost of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

(7) To be eligible for a return, your item must be unused and in the same condition that you received it. It must also be in the original packaging.

There are certain situations where only partial refunds are granted

Book with obvious signs of use

CD, DVD, VHS tape, software, video game, cassette tape, or vinyl record that has been opened

Any item not in its original condition, is damaged or missing parts for reasons not due to our error

Any item that is returned more than 30 days after delivery

(8) Once your return is received and inspected, we will send you an email to notify you that we have received your returned item. We will also notify you of the approval or rejection of your refund. If you are approved, then your refund will be processed, and a credit will automatically be applied to your credit card or original method of payment, within a certain amount of days.

(9) You can find the model withdrawal form [here](#).

#### 9. Storage of the Contract Text

(1) The Customer's order with the order data provided by the Customer is stored by us. We also store the contract note with the General Terms and Conditions valid at the order date included in the contract.

(2) The Customer can save and print the order confirmation and contract note sent to him by us via e-mail. The Customer can click on, save and print the General Terms and Conditions during or immediately after the order process. Furthermore, a PDF of the General Terms and Conditions and the Withdrawal Notice is attached in the e-mail containing the Order Confirmation E-mail.

#### 10. Data Protection

(1) We may save and process any data relating to the Customer, to the extent necessary for the purpose of the execution and implementation of the sales contract and as long as we are required to keep such data in accordance with applicable law. The legal framework for data protection is found in the German Federal Data Protection Act (BDSG) and the Telemedia Act (TMG).

(2) We shall not make available any personal data of the Customer to other third parties without the express consent of the Customer, except to the extent that a disclosure is required under applicable law. We shall not be permitted to collect, submit to any third party or otherwise process personal data of the Customer for any purpose other than those set forth in this section. Please be aware that data transfer via the internet is subject to security risks and, therefore, complete protection against third-party access to transferred data cannot be ensured.

(3) On the basis of the Federal Data Protection Act, the Customer may contact us at no cost if he or she has questions relating to the collection, processing or use of his or her personal information or if the customer wishes to request the correction, blocking or deletion of the same, or if the customer wishes to cancel explicitly granted consent. Please note that the Customer has the right to have incorrect data corrected or to have personal data deleted, where such claim is not barred by any legal obligation to retain this data.

(4) Our full privacy policy is described on the page "Privacy Policy".

#### 11. Applicable Law and Competent Law

(1) Any contracts entered into between us and the Customer shall be governed by the laws of the Federal Republic of Germany under exclusion of the UN Convention on the International Sale of Goods (CISG), without prejudice to any mandatory conflict of laws provisions.

(2) If the Customer is a corporation, limited liability company or commercial partnership or otherwise operates a commercial business (Kaufmann within the meaning of Sec. 1 (1) of the German Commercial Code) or is a legal entity or special fund organized under public law the courts in Berlin shall have exclusive jurisdiction in respect of all disputes arising out of or in connection with the relevant contract. In all other cases, we or the Customer may file suit before any court of competent jurisdiction under applicable law.

#### 12. Severability Clause

Should one or more of these General Terms and Conditions be or become invalid, this does not affect the validity of the remaining provisions of the General Terms and Conditions.