

General terms and conditions

Mister Spex GmbH
Greifswalder Straße 156
10409 Berlin ("Seller")
Germany
Last updated: June 2014

§ 1 Validity of the general conditions

All our offers, products and services are based exclusively on the following General Terms and Conditions, even when accessed from outside the Federal Republic of Germany. Terms and Conditions that deviate from or are contrary to these General Terms and Conditions will not be recognised by the seller and shall not apply. Customer's terms and conditions that conflict with or differ from these conditions, are not valid unless we have expressly agreed to them in writing.

§ 2 Conclusion of contract

2.1 All goods displayed on misterspex.co.uk (the "website") by the seller –including prices quoted– are non-binding and subject to change. All prices quoted contain the statutory value added tax and other price components excluding delivery charges and postage.

2.2 We are permitted and retain the right to make mistakes, such as typing errors, technical or color deviations, or price modifications, despite our greatest care not to do so. We are entitled to contest the declaration of acceptance as defined in § 2.4 of this agreement in all such cases. We also assume no liability whatsoever as to the accuracy of the manufacturer's description.

2.3 Once you (the "customer"/"buyer") have ordered any of our products, you are legally bound to these terms and conditions and have made an offer to buy the goods ordered.

2.4 This "contract" (also "agreement") becomes officially effective as soon as you have received our confirmation of your order.

2.5 If a contract has been entered into, but we are unable to deliver the ordered articles within the foreseeable future despite congruent hedging transactions, then we reserve the right to withdraw from the contract. If we should establish that delivery of goods may be delayed for an unforeseeable amount of time, we will appraise you of this fact and refund any payments already made by you.

§ 3 Reservation of ownership

3.1 All goods shall remain our property until all of your contractual obligations towards us have been fulfilled. Any resale, rental, pawning, pledge or assignment as security by the buyer of goods delivered under reservation of ownership is prohibited.

3.2 If you behave in any manner contrary to the terms of this contract whatsoever, particularly by delaying payment, or by breach of contract as stated in § 3.1, we may, without prejudice to our other rights, demand the immediate return of our property.

§ 4 Delivery, shipping and passing of risk

4.1 Depending upon availability, all goods are dispatched as soon as possible (within 1 – 14 working days). Should the requested item be out of stock, we will ensure that it is delivered as soon as possible, depending on whether the manufacturer has it in stock. Each delivery is accepted under reserve that we will be supplied in due time and form. Delivery time for custom or special orders may take up to 4 weeks.

4.2 Any delivery dates or periods agreed upon as legally binding must be made in writing.

4.3 In case of goods that cannot be delivered for reasons beyond our control, we will deem the contract as having been fulfilled, if the items have been provided and the buyer notified. Delays due to cases of force majeure, disruption of transport or operative failures, strikes, shortage of raw materials and such like can lead to a reasonable extension of the delivery time. If delays continue beyond 4 weeks after conclusion of the contract, then each party is legally entitled to withdraw from this contract.

4.4 We are entitled to carry out partial deliveries at our own cost for any ordered items that are out of stock, in as far as this is deemed reasonable for the buyer.

§ 5 Information concerning the exercise of the right of withdrawal

Model instructions on withdrawal

Right of withdrawal

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. In the case of a contract relating to multiple goods ordered by the consumer in one order and delivered separately, 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 last good. If you chose the option “Try on at home” the withdrawal period will expire after 30 days from the day on which the purchase contract has become binding.

To exercise the right of withdrawal, you must inform us

Mister Spex GmbH
Greifswalder Str. 156
10409 Berlin, Germany
Telephone: 0845 089 6052
Fax: +49 30 4431 23025
E-Mail: service@misterspex.co.uk

of your decision to withdraw from this contract by an unequivocal statement (e.g. by ticking the box “I would like a refund” on the returns form, a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

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.

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.

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.

We will bear the 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.

In case of delivery of contact lenses and care products the consumer loses his right of withdrawal when unsealing the product.

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

To
Mister Spex GmbH
Greifswalder Str. 156
10409 Berlin, Germany
Fax: +49 30 4431 23025
E-Mail: service@misterspex.co.uk

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),

Ordered on (*)/received on (*),

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

(*) Delete as appropriate.

§ 6 Shipping costs of cancelled merchandise

You will be liable for the shipping costs. Goods that cannot be shipped will be collected from the buyer.

§ 7 Warranty

7.1 Should the delivered merchandise be defective or its warranted qualities flawed, or should it develop defects within the warranty period as a result of poor materials or faulty manufacturing, then we will either repair the items or provide you with a replacement. We are permitted to make multiple reparations. We reserve the right to refuse your choice of subsequent fulfillment if it entails disproportionately high costs.

7.2 The warranty period begins with the date of delivery and lasts for two years.

7.3 Once we have received the returned merchandise, we will refund the original purchase, minus any outstanding payments you may owe us.

7.4 All claims must be made in writing (email, fax or letter) and any defects communicated to us without delay as soon as they become apparent.

7.5 Upon discovery of any obvious deficiencies, and in order to prevent any further deterioration of the merchandise, you are obliged to inform us immediately. Failure to notify us of defects in good time will have no influence on our existing scope of warranty. Defective merchandise must be returned to us for inspection in the same condition at the time that it was discovered as being faulty.

§ 8 Limitation of liability

We are exempt from being held liable for minor negligent breaches of duty, as long as they do not result in death or personal injury, or any breach of the statutory implied terms as to title of goods or claims according to the Product Liability Act. Furthermore, legal liability for breach of duties, which enables us to fulfill this agreement in the first place and in which the customer is entitled to trust, remains unaffected. The same applies to any breaches of duty by our vicarious agents.

§ 9 Payment

9.1 We reserve the right to specify which form of payment you may use. This applies in particular to customers ordering for the first time, or orders where we have been unable to establish the buyer's credit rating.

9.2 We are entitled to initially offset any payments you make against any outstanding claims you may still have.

9.3 For your part, you are only allowed to set-off costs, if your counterclaim is uncontested or has been established as legally effective or expressly acknowledged in writing by us. You can only exercise your right of retention as long as your claim has resulted from the same contractual agreement.

9.4 You can choose the following methods of payment in accordance with § 9.1

- Payment on invoice
- Payment in advance
- Credit card: VISA or Mastercard
- PayPal
- Payment on delivery (plus €3.90)

When using payment on delivery, an additional fee of €2 must be paid to the person making the delivery. For payment in advance, please use those bank details supplied with the order confirmation. Payment in full must be made to our bank account within 7 days. Payments by credit card will be debited to your account after the declaration of acceptance has been transmitted.

Payment on invoice: we have transferred our accounts receivable accounting to BFS finance GmbH in Verl, Germany, and will assign claims accordingly. Payments with debt-discharging effect can only be made to BFS finance GmbH, clearly stating the buyer's details, your customer AND invoice reference numbers. Cheques should only be sent to BFS finance GmbH, Postfach 41 58, 33275 Gütersloh.

9.5 If you default on payment, then additional interest charges of 5% above the current base rate on top of the sales price can be charged for the duration of the delay. We reserve the right to prove and enforce a claim for higher damages caused by delay.

§ 10 Data protection

All personal data will be handled confidentially in accordance with the relevant data protection laws. Detailed information can be found on our website (www.misterspex.co.uk).

§ 11 Specific Information regarding the purchase of contact lenses

When ordering please pay special attention to the following information, as we only deliver contact lenses under the following conditions:

11.1 The contact lens specification transmitted in your order is valid and corresponds to the most recent fitting carried out by a registered optician or ophthalmic medical practitioner and is no more than one year old. Optimal use of contact lenses is assured if the wearer is familiar with the care and handling of contact lenses and regularly takes part in the necessary ophthalmological examinations, in order to prevent any damage to his or her eyes.

11.2 We explicitly request that contact lens wearers should have their eyes examined at least every six months. If the wearer has changed their brand, he or she should have the fit checked carefully by an ophthalmologist or a contact lens specialist. Regarding risks and side effects, please consult an ophthalmologist or contact lens specialist and make sure you read the information enclosed in the package.

11.3 The respective manufacturer is exclusively responsible for the compatibility of the delivered products. Merchandise is delivered in the manufacturer's original, unopened factory packaging. We accept no liability for incorrect use or improper handling. The stated shelf-life of contact lenses is based on the average amount of time that they would be worn. In order to prevent your eyesight from deteriorating further, we suggest that the recommended wearing period must not be exceeded. Should you develop any form of ocular irritation, please remove the contact lenses immediately and contact an ophthalmologist or eye specialist.

§ 12 Place of fulfillment

The place of fulfillment is the head office of Mister Spex GmbH. The law of the Federal Republic of Germany applies exclusively to all legal relationships between the seller and the buyer and excludes the UN Sales Law.

§ 13 Place of jurisdiction, severability clause

13.1 If a buyer is a trader as defined by German commercial law, a legal entity under public law or a special fund under public law, then the seller's place of business shall be the agreed place of jurisdiction. The same applies if the customer has no general place of jurisdiction or no fixed residence in Germany, or if his or her usual domicile is unknown at the time of filing an action.

13.2 If any of the provisions of this agreement become invalid or are declared null and void, then this will not affect the validity and enforceability of the remaining provisions, which shall remain in full force and effect. Invalid or unenforceable provisions will be replaced by valid, enforceable provisions that most closely match the intent of the original provisions.