

# General Terms and Conditions of Beyond Matters GmbH (March 2020)

## 1. Scope of validity

The following General Terms and Conditions, in the version that is valid at the time of ordering, apply exclusively for all business transactions and deliveries.

Insofar as these Terms and Conditions refer to “Consumers”, these are natural persons, the purpose of whose order cannot be attributed to a commercial, independent or freelance activity. “Traders”, on the other hand, are natural or legal persons or partnerships with legal capacity, who are ordering for commercial, self-employed or freelance purposes. “Customers” in the sense of these Terms and Conditions are both consumers and traders.

Customers can view the contractual conditions at any time on the website at <http://beyondmatters.info/en/gtc>, where these conditions are always available for customers to save a permanent copy. We are entitled to change or supplement these General Terms and Conditions at any time with provision of a reasonable withdrawal period, where said changes or supplements are necessary to rectify any subsequently arising disturbance of the proportionate relationship between service and consideration, the business principle or to adapt to changed legal or technical framework conditions. We will inform the customer of any adjustments by providing notification of the content of the changed regulations. The change shall become part of the contract if the customer does not provide us with an objection – in written or text format – within two weeks of receiving notification of the changes included in the contractual relationship. The customer will be informed of the significance of his/her lack of objection separately in the change notification. Orders received prior to this will still be processed according to the previously valid General Terms and Conditions. We shall not recognise conditions of the customer unless we have expressly agreed to their validity in writing.

## 2. Contracting partner

The contracting partner is Beyond Matters GmbH. We only conclude contracts with traders or consumers who have unlimited legal capacity and are over the age of 18. If these requirements are not met, then no contract shall be concluded. As a result, we shall be entitled to request the reversal of all services.

## 3. Conclusion of contract

The contractual language is German. The products presented in the online shop represent a non-binding online catalogue and do not constitute a legally binding offer. You can first place our products in your shopping cart without obligation, correcting your entries at any time by using the correction tools provided and explained in the order process before sending your binding order. By clicking the "Buy" button, you are submitting a binding offer (§145 BGB - German Civil Code) for the goods in the shopping cart. Immediately after you send the order, we will send an order confirmation confirming receipt of your order and the order acceptance. The legally binding purchase contract is thereby concluded. The only exception to this is if payment is made in advance or with PayPal: your order is then immediately accepted when it is received. We shall save the text of the contract and send you the order data by email. You can view and download the Terms and Conditions at any time here on this page.

#### **4. Right of withdrawal**

**Cancellation policy: You have the right to withdraw from this contract within fourteen days without providing the reasons therefor. The withdrawal period is fourteen days from the day, on which you or a third party appointed by you, who is not the carrier, have/has taken possession of the goods. To exercise your right of withdrawal, you must inform us,**

**when ordering from Germany, the European Union or Switzerland, using the following address:**

**Beyond Matters GmbH  
St. Markus-Str. 14 | 67346 Speyer | Germany  
Email address: [mail@beyondmatters.info](mailto:mail@beyondmatters.info)**

**or, when ordering from the USA, Canada, Mexico, using the following address:**

**Liquid Lighted Love LLC  
2770 Arapahoe Road | Ste 132-500  
Lafayette | CO 80026 | USA  
Email address: [mail@beyondmatters.info](mailto:mail@beyondmatters.info)**

**of your decision to withdraw from this contract using a clear declaration (e.g. a letter sent by post, fax or email). You can use the attached template withdrawal form ([link](#)) for this, but you do not have to. To comply with the withdrawal period, you should send the notification about exercising your right of withdrawal before the end of the withdrawal period.**

#### **Consequences of withdrawal:**

**If you withdraw from this contract, we will immediately repay all payments we have received from you, including any delivery costs (with the exception of additional costs arising because you have selected a different type of delivery than the cost-effective standard delivery we provide). This shall be done within fourteen days, starting from the day, on which the notification of your withdrawal from this contract reaches us. We will use the same payment method to refund the monies that you used for the original transaction, unless we explicitly agree something different with you; no charges will be applied to you due to this repayment. We can refuse the repayment until we have received the goods back or until you have provided evidence that you have returned the goods, whichever is earliest.**

**You must return or send the goods back to us immediately and no later than fourteen days from the day on which you notified us about your withdrawal from this contract,**

**when ordering from Germany, the European Union or Switzerland, using the following address:**

**Beyond Matters GmbH  
St. Markus-Str. 14 | 67346 Speyer | Germany  
Email address: [mail@beyondmatters.info](mailto:mail@beyondmatters.info)**

**or, when ordering from the USA, Canada, Mexico, using the following address:**

**Liquid Lighted Love LLC**

**2770 Arapahoe Road | Ste 132-500**

**Lafayette | CO 80026 | USA**

**Email address: [mail@beyondmatters.info](mailto:mail@beyondmatters.info)**

**The deadline shall be deemed met if you send the goods before the end of the fourteen days. You must cover the direct costs of returning the goods. You only have to pay for any loss in value of the goods if this loss in value is due to handling that was not necessary for checking the quality, properties and fitness for purpose of the goods.**

### **End of the cancellation policy**

### **5. Extended right of return**

With the exception of patches, we grant you, in addition to the statutory right of withdrawal and our statutory guarantee obligations, an extended right of return for all purchases of our products if you are not satisfied with the effect of our products as described by us. This right of return allows you to withdraw from the contract after the 14-day cancellation period (see cancellation policy above) by returning the product to our address within 30 days of receipt:

When ordering from Germany, the European Union or Switzerland, return to:

Beyond Matters GmbH

St. Markus-Str. 14 | 67346 Speyer | Germany

Email address: [mail@beyondmatters.info](mailto:mail@beyondmatters.info)

or, when ordering from the USA, Canada, Mexico, return to:

Liquid Lighted Love LLC

2770 Arapahoe Road | Ste 132-500

Lafayette | CO 80026 | USA

Email address: [mail@beyondmatters.info](mailto:mail@beyondmatters.info)

The deadline shall be met if the products are dispatched within the time limit. Repayment will be made to the account you used for payment, when the right of return has been exercised but not before the products have been returned. If you paid by PayPal/credit card, you will be reimbursed to the associated PayPal/credit card account.

Your statutory right of withdrawal (see Section 4) is not affected by compliance with our regulations concerning the additional contractually granted, extended right of return and remains independent of this. Until the period for the statutory right of withdrawal has expired, only the legal conditions listed there apply. The contractually granted, extended right of return also does not affect your statutory guarantee rights, which you retain without limitation.

### **6. Payment conditions**

The prices at the time of order apply, as they are shown on our website or communicated by us. Our prices are retail prices and include German VAT (19%) if we deliver in Germany and within the EU or sales tax for deliveries in the USA. The sales tax in the United States can vary

depending on the state, but the difference or the applicability of German VAT does not affect the retail price.

You can pay by credit card or PayPal. Other payment providers may also be available regionally. If you pay by credit card or PayPal, your account will be charged immediately after you place your order.

Any costs charged by us depending on the type of payment will be shown in more detail during the ordering process.

## **7. Shipping terms and costs**

The shipping costs for deliveries are shown to the customer during the ordering process before finalising the order. You can also find an overview of costs on our website in the "[FAQ](#)" section.

Delivery in Germany is by Deutsche Bundespost, in the European Union and Switzerland by Deutsche Bundespost or DHL, in the USA/Canada and Mexico by the US Postal Service or Fedex. Unless otherwise stated in the shop, a delivery time of 10 days applies to all items. The respective delivery times will be shown to you during the ordering process before finalising the order.

Delivery times will be extended appropriately in the event of force majeure and similar events for which we are not responsible or which cannot be foreseen, such as refusal of official permits, operational disruptions, industrial disputes, disruption of traffic routes, involuntary delay of supplier parts to us etc., insofar as such obstacles to delivery can be proven to be of considerable influence. Clause 1 does not apply if the delivery of your product has already been delayed. Any changes to the burden of proof to the detriment of the customer are not connected with these regulations. If a delivery deadline is not met, the customer is entitled, in accordance with the statutory provisions, to set a reasonable grace period in writing with a threat of refusal and to withdraw from the contract after its unsuccessful expiry with regard to the delivery or service in the contract and/or to demand compensation instead of the service or to still insist on delivery. The goods shall be properly packaged by us, so that safe transportation is guaranteed.

In the case of consumers, the risk of accidental loss and accidental deterioration of the goods sold shall pass over to the consumer or a recipient specified by him/her when the goods are dispatched. This applies regardless of whether the shipment is insured or not. Otherwise, the risk of accidental loss and accidental deterioration of the goods shall pass over upon handover to the buyer, upon delivery of the goods to the freight forwarder or the person or institution otherwise responsible for carrying out the dispatch.

## **8. Retention of title**

The delivered item shall remain our property until it has been paid for in full.

## **9. Availability**

If, after conclusion of the contract, we determine that the ordered product is no longer available through no fault of our own, or that delivery is not possible due to force majeure or unforeseen obstacles to performance that cannot be remedied by reasonable expenditure, we are entitled to withdraw from the contract. We will immediately inform the customer of the unavailability. Payments already received shall be reimbursed immediately after withdrawal from the contract by us or the customer.

## **10. Cancellation**

We reserve the right to withdraw from the contract in the event of a breach of serious due diligence, delay in payment and the expiry of a grace period or requested opening of insolvency proceedings for goods delivered under retention of title, provided that we can no longer be expected to comply with the contract.

## **11. Guarantee**

Statutory guarantee rights apply to the products offered in our shop.

## **12. Liability**

We are liable in accordance with the statutory provisions if the customer asserts claims for damages based on intent or gross negligence on our part or on the part of our managers or vicarious agents. We are also liable in accordance with the statutory provisions for the fulfilment of essential contractual obligations. Essential contractual obligations are those whose fulfilment enables the proper execution of the contract in the first place and on the observance of which the customer regularly trusts and may trust. If we, our executives or their vicarious agents are not guilty of intent or gross negligence, the liability for damages is limited to the foreseeable damage that typically arises in contracts of this type.

Liability due to culpable injury to life, limb or health remains unaffected by Paragraph 1, as does liability according to the Produkthaftungsgesetz [German Product Liability Act].

Claims for damages, for whatever legal reason, which go beyond the claims for damages regulated in Paragraphs 1 and 2, are excluded. This also applies if the customer requests compensation for wasted expenditure in place of compensation instead of performance.

The statutory regulations relating to the burden of proof remain unaffected.

## **13. Compensation/offsetting**

The customer is only entitled to compensation if his/her counterclaims have been legally established or are undisputed by us. The rights of the customer from this contract are not transferable.

## **14. Data protection**

Your data will be processed and stored by us in compliance with the applicable data protection regulations of the BDSG (new [German Data Protection Act]) and the GDPR. Detailed information about our data protection regulations can be found in the "[Data protection](#)" section.

## **15. Applicable law**

German law applies.

The United Nations Convention on Contracts for the International Sale of Goods (CISG) and any other intergovernmental agreements, even after their incorporation into German law, do not apply.

For contracts with consumers, this choice of law only applies insofar as the protection granted by mandatory provisions of the law of the state, in which the consumer is habitually resident, is not withdrawn.

## **16. Place of jurisdiction**

If the buyer is a merchant within the meaning of the HGB [German Commercial Code] or a corporation under public law, the seat of Beyond Matters GmbH is agreed as the place of jurisdiction for all claims in connection with the business relationship.

## **17. Alternative settlement of disputes**

The EU Commission has provided a platform for out-of-court dispute resolution. This gives consumers the opportunity to resolve disputes in connection with their online order without the involvement of a court. The dispute settlement platform can be reached at the external link <http://ec.europa.eu/consumers/odr/>.

Of course, we endeavour to resolve any disagreements in our contractual relationships with our customers by mutual agreement. In addition, we are not obliged to participate in arbitration proceedings and will not participate in such proceedings.

## **18. Final agreement**

Should one or more regulations of these General Terms and Conditions be or become ineffective, this shall not affect the effectiveness of the other General Terms and Conditions. The ineffective regulation shall be replaced by the relevant legal regulation.

Your Beyond Matters Team