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General Terms and Conditions

1. Validity

1.1.

We deliver in accordance with the following General Terms and Conditions, which form the basis of all contracts concluded with us on the basis of the offers on our Internet store page. General terms and conditions of the customer that conflict with or deviate from the following provisions shall not apply. The following terms and conditions shall also apply if we carry out the delivery and service without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from the following terms and conditions.

1.2.

Insofar as these terms and conditions refer to consumers, these are natural persons for whom the purpose of the order cannot be attributed to a commercial, self-employed or freelance activity. Entrepreneurs are natural or legal persons or partnerships with legal capacity who place orders for commercial, self-employed or freelance purposes. Customers within the meaning of these terms and conditions are both consumers and entrepreneurs.

2. Storage option and access to contract text

2.1.

We keep these GTC and the other contractual provisions with the data of your order ready for retrieval in the order process. You can simply archive this information there by either downloading the GTC at the bottom of this page and saving the data summarized in the order process in the Internet store using the functions of your browser or you can wait for the automatic order confirmation, which we will also send you by e-mail to the address you have provided after completing your order. This order confirmation e-mail contains the contractual provisions with the data of your order and these General Terms and Conditions and can be easily printed out or saved with your e-mail program.

2.2.

The text of the contract is stored by us, but for security reasons cannot be accessed directly by you. We offer every customer a password-protected direct access ("My Account"). Here you can manage your data and view order data after registering accordingly. The customer undertakes to treat the personal access data confidentially and not to make it accessible to unauthorized third parties. The current version of the GTC can be found on our website.

3. Contractual partners, language and conclusion of contract

3.1.

Your contractual partner is Chromoflux. Contracts in our online store www.chromoflux.ch can currently only be concluded in German.

3.2.

Before sending your order, you have the option of checking and correcting the data you have entered. By submitting your order, you are making a binding contractual declaration. Confirmation of receipt of the order will follow immediately after technically correct receipt of your order.

3.3.

A binding contract is concluded when we accept your order. We accept your order in a contractually binding manner either by means of a separate declaration of acceptance or by delivering the goods.

3.4.

The confirmation of receipt does not constitute acceptance of your order, but is only intended to inform you that we have received your order and can be used for archiving purposes.

4. Prices, shipping costs

4.1.

For orders in our Internet store, the prices listed in the offer at the time of the order apply. The prices quoted are final prices, i.e. they include the applicable Swiss statutory VAT and other price components and are quoted in CHF.

4.2.

We calculate the shipping costs separately for each delivery. You can find a list with estimates of the shipping costs within and outside Switzerland [here](#).

5. Payment, delivery

5.1.

We offer the following payment options: Prepayment by bank transfer.

5.2.

Depending on the country of delivery and current possibilities, we use different providers for forwarding shipments. Shipments to P.O. boxes or post office warehouse shipments are not possible. Unless otherwise agreed, delivery is made by a forwarding agent free kerbside to the delivery address specified by the customer. You will receive a message from us when the goods

have left our premises. If the delivery has not been successful, you will receive a message from the carrier indicating further options. You can find an overview of delivery times [here](#).

5.3.

If you have ordered several items with different delivery times, we will endeavor to make a complete delivery. If there is a considerable difference, we will, as an exception and insofar as this is reasonable for you, deliver the items that are already available to you in advance. This will not increase the shipping costs for you.

5.4.

The obligation to deliver does not apply if we ourselves are not supplied correctly and on time and are not responsible for the lack of availability. If the goods are not available, we will inform you immediately and any advance payment will be refunded without delay. The delivery period for payment in advance begins on the day after the payment order is issued and ends at the end of the last day of the period.

5.5.

The delivery period shall be extended appropriately in the event of strikes and lockouts affecting delivery and other circumstances for which we are not responsible, in particular in cases of delays in delivery due to force majeure. We shall inform the buyer immediately of the beginning and end of such hindrances.

5.6.

In the case of consumers, the risk of accidental loss and accidental deterioration of the goods sold shall pass to the consumer or a recipient designated by the consumer upon delivery of the goods. 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 to the buyer upon handover or, in the case of sale by delivery to a place other than the place of performance, upon delivery of the goods to the carrier or other person or institution designated to carry out the shipment.

6. Right of revocation, revocation instruction

Consumers residing in a member state of the EU are entitled to the statutory right of withdrawal described below. Consumers residing in Switzerland are granted the following right of withdrawal by contract.

Right of withdrawal

You have the right to withdraw from this contract within fifty days without giving any reason. The withdrawal period is fifty days from the day on which you or a third party named by you, who is not the carrier, took possession of the last goods.

To exercise the right to cancel, you must inform us (Chromoflux, c/o Christina Suter, Linckweg 14, 3052 Zollikofen, Switzerland, info@chromoflux.ch, Phone: +41 76 384 62 85) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). You can use the attached [sample withdrawal form](#), but this is not mandatory.

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

Consequences of revocation

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery, 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. For this repayment, we 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. We may withhold the refund until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earliest.

You must return or hand over the goods to us immediately and in any case within fourteen days at the latest from the day on which you inform us of the revocation of this contract. The deadline is met if you send the goods before the period of fourteen days has expired. You shall bear the 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 of the goods that is not necessary for checking their condition, properties and functionality.

Sample withdrawal form

(If you wish to cancel the contract, please fill out this form and send it back to us).

To: Chromoflux, c/o Christina Suter, Linckweg 14, 3052 Zollikofen, Switzerland

info@chromoflux.ch

I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*)

Ordered on (*)/received on (*)

Name of the consumer(s)

Address of the consumer(s)

Signature of the consumer(s) (only for notification on paper)

Date

(*) Delete as appropriate.

Supplementary notes

Failure to comply with the following instructions does not affect the exercise of the right of withdrawal and in no way affects your associated rights.

Standing luminaires are fragile and sensitive items and should therefore be handled with due care. Before returning the goods, please pack them as carefully as possible in the original box with all accessories and packaging components. If necessary, use protective outer packaging.

End of the withdrawal policy

7. Reservation of title

The goods remain our property until payment has been made in full.

8. Warranty and complaint management

The statutory warranty regulations apply. We attach great importance to your customer satisfaction. You can contact us at any time using one of the contact channels listed above. We will endeavor to examine your request as quickly as possible and will contact you once we have received the documents or your submission or complaint. However, please give us some time, as warranty cases often require the involvement of the manufacturer. In the case of complaints, you can help us if you describe the subject of the problem as precisely as possible and, if necessary, send us a copy of the order documents. If you do not receive a response from us within 5 working days, please contact us. In rare cases, e-mails may be "stuck" in our or your spam filters or a message may not have reached you by other means or may have been inadvertently omitted.

For service requests, please send an e-mail to service@chromoflux.ch

In accordance with the statutory regulations, we are not liable for damage caused by improper installation (e.g. non-compliance with the limit values for supply voltage) and/or improper use (e.g. use of products without the corresponding "sea-weather-proof" label in an environment with high salt content or use of products without the corresponding protection class IP44 and higher) in locations with constantly above-average humidity and/or improper maintenance (e.g. through the use of unsuitable cleaning agents, use of sharp-edged objects) of the products sold, due to wear and tear caused by use or other normal wear and tear, due to unauthorized modification of the product (e.g. through the use of unsuitable cleaning agents, use of sharp-edged objects), due to use or other normal wear and tear, or due to unauthorized modification of the product (e.g. through the use of unsuitable cleaning agents, use of sharp-edged objects).are based on use-related or other natural and usual wear and tear, are based on unauthorized modification of the product (e.g. attachments and/or conversions).

In the above cases, we shall of course only be liable if we are not responsible for the damage. Warranty claims against entrepreneurs are limited to a period of one year from delivery of new goods.

Warranty promises made by the manufacturers of the products sold by us only justify claims against the manufacturer as the guarantor. The statutory warranty claims existing against us as the seller are not affected by this.

9. Data protection notice

Our data protection practice is based on the statutory provisions. Details on the collection and use of your personal data can be found in our [privacy policy](#).

10. Dispute resolution for consumers

We endeavor to reach an agreement with the customer at all times. Please use our service contact at service@chromoflux.ch or our other specified contact options. We are not willing or obliged to participate in dispute resolution proceedings before a consumer arbitration board.

11. Applicable law, place of jurisdiction

11.1.

Unless otherwise agreed, only Swiss law shall apply to the order, its execution and the resulting claims.

11.2.

The place of fulfillment and jurisdiction is Bern.

11.3.

All disputes, differences of opinion or claims arising out of or in connection with this Agreement, including its validity, invalidity, breach or termination, shall be settled by mediation in accordance with the Swiss Rules of Mediation for Commercial Disputes of the Swiss Chambers' Arbitration. The version of the Mediation Rules in force at the time of the notice of initiation shall apply. The seat of the mediation proceedings shall be Bern. The language of the mediation proceedings is German.

12. Severability clause

Should individual provisions of these General Terms and Conditions of Business be wholly or partially invalid or lose their legal validity at a later date, this shall not affect the validity of the remaining General Terms and Conditions of Business. The invalid provisions shall be replaced by the statutory provisions. The same applies if there is an unforeseen gap in the General Terms and Conditions.

As of March 2026

Chromoflux