

## General terms and conditions

Mister Spex SE  
Greifswalder Straße 156  
10409 Berlin ('Seller')  
Germany  
Last updated: september 2021

### Customer Obligations

When you are purchasing spectacles, glazed sunglasses or contact lenses in our online shop, you confirm the following:

You are over 16 years old and are not registered blind or partially sighted

A suitably qualified person provided you with a valid written prescription for your glasses within the last 24 months, or – in case you are over 70 years old – in the last 12 months;

You entered all prescription details correctly; and

When requested you will supply your current prescription.

To ensure and protect the health of your eyes we strongly recommend regular eye checks by a qualified person. We are not responsible for any incident that occurs due to any deviation from your prescription. For specific information regarding the purchase of contact lenses see section 10 of our terms and conditions.

### § 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](https://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.

2.6 Only one customer account may be opened and used per person. The opening and use of further customer accounts is prohibited. Mister Spex reserves the right to block any further customer accounts without prior information and to cancel any open orders.

2.7 You agree that you will receive invoices exclusively in electronic form.

### § 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 (customized prescription glasses within 5-14 working days / sunglasses, contact lenses, care products and At Home Try-On glasses within 2-3 working days). See for product detail page. 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 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.

4.3 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.

4.4 We do not deliver to the Channel Islands, British Forces Post Office (BFPO) and British Overseas Territories as well as to the Åland Islands, Mount Athos, Italy, San Marino, the continental Italian national waters of Lake Lugano between the bank and the political frontier between Lavena Ponte Tresa and Porto Ceresio located zone, Livingo and Campione d'Italia.

#### **§ 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 SE  
Greifswalder Str. 156  
10409 Berlin, Germany  
Telephone: 0800 472 54 57  
Fax: +49 30 4431 23025  
E-Mail: [service@misterspex.co.uk](mailto:service@misterspex.co.uk)



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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 SE  
Greifswalder Str. 156  
10409 Berlin, Germany  
Fax: +49 30 4431 23025  
E-Mail: [service@misterspex.co.uk](mailto: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 (\*),

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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 Warranty

6.1 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.

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

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

6.4 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.

6.5 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.

## § 7 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.

## § 8 Discount conditions

Selected brands are regularly excluded from discounts offered by Mister Spex SE and affiliated companies. The following brands are excluded from these discounts: ic! Berlin

## § 9 Payment

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



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9.2 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.

9.3 You can choose the following methods of payment

Credit card: VISA or Mastercard

PayPal

Payments by credit card will be debited to your account after the declaration of acceptance has been transmitted. Credit card transactions are conducted by the service provider PAYONE. Information about the service provider Paypal is available on their websites.

9.4 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](http://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 Online dispute resolutions**

The European Commission provides a platform for online dispute resolutions (ODR) which can be accessed at <http://ec.europa.eu/consumers/odr/>. We are neither obligated nor willing to participate in dispute settlement proceedings before a dispute resolution body.

## **§ 13 Place of fulfillment**

The place of fulfillment is the head office of Mister Spex SE. 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.

## **§ 14 Place of jurisdiction, severability clause**

14.1 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



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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.

14.2 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.

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