

General Terms and Conditions of the company Jonas Kerner / LILORA

1. When do our/your terms and conditions apply?

1.1 General

We, Jonas Kerner LILORA (hereinafter referred to as "we"), provide our services exclusively on the basis of these General Terms and Conditions, unless otherwise expressly agreed.

1.2 Our terms and conditions also apply to future orders

If you are an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), our General Terms and Conditions also apply to your future orders with us, as well as to any preliminary services we provide at your request (e.g., Calculations, on-site appointments, plan drawings, etc.) before any further order placement, unless we agree otherwise.

1.3 Your Terms and Conditions

Their terms and conditions only apply if we have expressly agreed to them in writing.

2. How and when does a contract between you and us come into effect?

Our offer is binding unless we explicitly describe it as "non-binding".
The acceptance period is specified in our offer; otherwise, it is 14 days.

Once you submit your offer, we have up to 14 days to accept it.

3. Subject of the contract

3.1 General

We are not the organizer unless explicitly agreed otherwise.

The subject matter of the contract is defined by the individual offer or the description of services, subject to the following regulations.

3.2 Use of subcontractors

We are entitled to use other subcontractors to fulfill our performance obligations.

3.3 Substitution of services

We may replace the agreed services with other comparable services if these are equally suitable for achieving the purpose of the contract and the replacement is reasonable for you.

3.4 Risks of carrying out the event or project

The risk of the event's feasibility lies with you. This means our claim to payment of the agreed fee and incurred costs remains valid even if the event does not take place, cannot take place, is cancelled, interrupted, or shortened.

The risk assumption also applies if the non-execution of the originally planned event is due to a lack of a permit, bad weather, official restrictions on the event (e.g. prohibition, limit on the number of people, etc.), the cancellation of a participant, lack of visitor interest, climatic conditions, demonstrations against your event, your company or the venue, as well as for other factual or legal reasons or similar.

It is presumed, subject to rebuttal, that terrorist threats, threats of terrorist attacks, bomb threats, or the discovery of "dangerous objects" are directed against you. These are therefore considered solely within your sphere of risk. This also applies to security concerns that are not caused by any culpable deficiency on our part.

Our claim for payment will only be reduced in accordance with our contractual provisions or on the basis of legal provisions, unless we have excluded these in these General Terms and Conditions.

If you are not the event organizer but a service provider for the organizer, the following applies: If, despite reasonable efforts, it is demonstrably impossible for you to enforce payment claims from the organizer or your client that relate to our remuneration, our remuneration claim can be adjusted appropriately, but cannot, in principle, be reduced to zero, as long as we are not thereby placed in a worse position than other contractors of the same event or project; in any case, however, we can demand reimbursement for costs already incurred that are no longer refundable or whose results we cannot otherwise use (e.g., costs for the production and repair of costumes or props, non-refundable travel expenses or hall rentals (for training), non-refundable costs for directors, etc.).

4. Remuneration, costs and terms of payment

4.1 Gross or net price information

Prices quoted to consumers as defined in § 13 of the German Civil Code (BGB) are gross prices, meaning they include the legally required value-added tax (VAT). Prices quoted to businesses as defined in § 14 of the German Civil Code (BGB) are net prices, meaning they exclude VAT.

4.2 Currency and currency fluctuations

Our invoices are issued in euros.

When paying with foreign currencies or means of payment, exchange rate differences and bank charges are at your expense.

For events and travel outside the Eurozone, currency fluctuations are possible. Therefore, the total project cost in euros may depend on and change the exchange rate applicable at the time the payment order is issued to a service provider or subcontractor outside the Eurozone. The exchange rates published daily by the European Central Bank at the time of invoicing will be used as the basis for calculation.

4.3 Cost components not included = possibly additional costs

Unless otherwise agreed, our remuneration and costs do not include, in particular, the following possible items:

- a. Travel expenses to/from you and/or to/from the event venue (2nd class train, 2nd class flight, rental car of average quality; in case of doubt, the distance shown by Google Maps is decisive), in particular fuel costs for cars and trucks (€0.30 per kilometer).
- b. Necessary overnight stays (in an average 4-star hotel with Single room occupancy and breakfast).
- c. Catering/ meals of average type and quality (including at least one hot meal) per day and night (hot drinks in winter, chilled drinks in summer), if the service is provided outside our business premises.
- d. Costs for hygiene and infection control measures (e.g., testing) at the production or event location.
- e. Costs for telecommunications to/from abroad.
- f. Costs for electricity connections and electricity consumption.
- g. Storage costs including transport.
- h. Costs for driving, passage, and parking permits.
- i. Costs for collecting societies and licenses.

You must pay these costs, if they are incurred, in addition, unless otherwise expressly agreed.

4.4 Price changes

4.4.1 No subsequent price increases: The agreed remuneration and/or costs remain unchanged after conclusion of the contract. Subsequent price increases are excluded, regardless of any changes in material manufacturing costs, material costs, procurement costs, production costs, wages and ancillary wage costs, social security contributions and/or energy costs, costs due to environmental regulations, costs due to currency regulations, costs due to changes in customs duties, freight rates or public charges (factors).

4.4.2 Exceptions for agreed-upon services from the customer: If the customer has agreed, within the framework of the contractual relationship, to provide us with certain services in return, such as the provision of photos taken, advertising for our company, or other comparable services, and these services are not provided, we reserve the right to subsequently increase the agreed-upon remuneration. This increase will amount to the difference between the discounted costs and the normal costs that would have been incurred without the discounts granted.

4.4.3 Price adjustment only in case of significant changes: If unforeseen and significant changes occur that considerably impede or render impossible the performance of the contract, we reserve the right to agree with you on an appropriate adjustment of the mutual obligations in accordance with Section 313 of the German Civil Code (BGB). Such changes may include, for example, national or international crisis-like events, disruptions to national supply chains, exceptional climatic conditions that necessitate protective or climate control measures, and security-related events.

4.4.4 Customer-friendly adaptation: Should an adaptation become necessary, we will always strive for a customer-friendly solution that is economically reasonable for both parties.

A reduction in the scope of services or another appropriate adjustment will be preferred before considering early termination of the contract.

4.5 Invoicing

We will issue the invoice for a project as soon as we have received all invoices from the commissioned service providers or subcontractors.

Invoices are due after 7 days. If the receipt or correctness of the invoice is disputed, we may demand immediate payment of the net amount, which may be subject to various advance payment deadlines as stipulated in our agreement (contract conclusion).

4.6 Default, reminder

Interest accrues on a monetary debt during the period of default. The default interest rate for consumers (= private customers) is five percentage points above the current base interest rate per annum.

In legal transactions in which a consumer is not involved, the interest rate for payment claims is nine percentage points above the current base interest rate for the year.

For each reminder, we may charge reminder fees of €5.00 net, unless you can prove a lesser loss, or alternatively, the actual loss incurred.

5. Responsible persons and language

5.1. Designation of persons

You and we will each designate at least one person who is authorized to give instructions for the execution of the contract and is authorized to make and receive legally binding declarations.

You and we will each designate at least one person with the authority to give instructions, make decisions, and possess comprehensive knowledge of the specific event schedule for the duration of setup, dismantling, and the event itself. This position, which may be filled by one or more people, must be reachable by phone during setup, dismantling, and the event. This does not apply to you if, as per your instructions, we are to independently manage setup, dismantling, and the event.

5.2 Language

German is agreed upon as the language for planning, organization, and follow-up of the event. However, only the German language or statements in German (whether written or spoken) will have legally binding effect.

The production language (i.e., the language used on-site at the event venue during the time, including setup, dismantling, rehearsals and the event itself) is agreed to be German and English.

6. Use of your materials, rights and your specifications

6.1 Provision and transfer of real estate, objects, files, etc.

If you specify or provide us with a venue, equipment, service providers, software, logos, texts, photos, videos, music, data, or their use, etc., and we do not have free choice ourselves, we are not obligated to check their legality.

to verify suitability, reliability, or similar factors. This also applies if we conduct an on-site visit, inspection, or similar procedure.

The aforementioned non-liability does not apply if the illegality, unsuitability or unreliability, etc., is obvious to us, or if you have expressly commissioned us to conduct the review on a fee-based basis.

6.2 Transfer of rights to us

The above clause 6.1 also applies if you transfer or grant us rights to, for example, logos, photos, music, texts, videos, etc.

7. Our property, rights of use

7.1 Ownership

Documents, graphics, drawings, sketches, files, costumes and their components and other items created by us remain our property and must be returned to us after the end of the contract, unless the transfer of ownership is part of the contract.

If no contract is concluded between you and us after participation in a presentation or after the creation of a concept, all services and rights remain exclusively with us.

7.2. Your usage rights

Upon full payment of the agreed remuneration and costs, you acquire the usage rights necessary for the purpose of the contract. You acquire these usage rights without payment only if a later due date has been agreed upon in relation to the purpose of the contract or the period of use. Any use beyond this requires our express consent and is subject to an additional reasonable remuneration obligation.

If you wish to use third-party works or rights, you are responsible for obtaining the necessary rights (e.g., recording the performance on video and uploading the video to the internet).

8. Preparation & execution of the show, safety

8.1 Guarding, storage

Measures relating to cloakrooms, storage areas and security will be outlined in your individual contract.

8.2 Parking facilities, routes to the show area, emergency exits

The provision of parking spaces is determined by your individual contract. Unless otherwise agreed, these must be level and located in close proximity to the show area.

They are responsible for ensuring that all escape routes are kept clear at all times.

8.3 Requirements for the show area

The area you provide for our performance must be:

- level, •
free of tripping hazards, •
adequately lit, • dry, • with stage
steps that are
no higher than 50 cm each, unless otherwise agreed,
- Any further necessary requirements will arise from the individual contract
with you.

Unless explicitly agreed otherwise, suitable barriers and/or security personnel must be in place to prevent unauthorized access to the area if, in the past, individuals have unlawfully entered the artists' areas at your events.

8.4 Responsibility for your employees, assistants and guests

You are responsible for the actions and omissions of your employees, the service providers (assistants) you have commissioned, and, if applicable, your guests, unless we have unlawfully induced these persons to act or refrain from acting unlawfully.

If you invite or allow third parties to participate, you are obliged to ensure that they also observe and comply with the requirements mentioned here.

8.5 Occupational safety, hygiene

We have a right to information about occupational safety and general safety measures as well as hygiene measures at the event venue, and also about other companies that are operating at the event venue at the same time as us.

9. Recording rights, reference attribution

9.1 Admission rights

We are entitled to take photographs and/or videos at the event, respecting the privacy rights of guests and third parties, and to use these for reference and our own promotional purposes, unless you object beforehand for a valid reason. In any case, we are entitled to take recordings to a reasonable extent for documentation and evidentiary purposes.

9.2 Reference naming

We are entitled to use your name and the event in question as a reference for advertising purposes to a reasonable extent. You may object for good cause.

10. Warranty

10.1 Acceptance

If acceptance is required, it shall be deemed to have taken place if you refuse it after our request and a deadline has been set, but no later than 14 working days after the request, with specific descriptions of the defects.

10.2 Deadline for giving notice of defects if you are an entrepreneur within the meaning of § 14 BGB:

You must submit any complaints in writing immediately after discovering a defect (notice of defects). Furthermore, Section 377 of the German Commercial Code (HGB) applies accordingly.

10.3 Remediating Defects

If a defect in the object of the contract exists for which we are responsible, we are entitled, at our discretion, to remedy the defect or provide a replacement. If the remedy or replacement fails twice, or if we are unwilling or unable to do so, you may withdraw from the contract or reduce the price.

10.4 Your right to a price reduction

If you are an entrepreneur as defined in Section 14 of the German Civil Code (BGB), your right to a price reduction is excluded. However, this exclusion does not apply to defects that we have fraudulently concealed, nor to characteristics guaranteed by us. Furthermore, this exclusion does not apply to undisputed or legally established claims on your part. The price reduction is also only excluded to the extent that you are prohibited from enforcing the reduction by deducting the agreed remuneration. You can/must assert and enforce any claims for restitution yourself in accordance with Section 812 of the German Civil Code (BGB).

11. Our Liability

11.1 Strict liability in rental agreements

Our strict liability under Section 536a Paragraph 1, First Alternative of the German Civil Code (BGB) for defects in a rental agreement that already existed at the time of conclusion of the contract is excluded, unless we have fraudulently concealed the defect or unless it concerns a material contractual obligation ("cardinal obligation," i.e., an obligation whose fulfillment is fundamental to the contract and on which you may rely). This limitation of liability also applies mutatis mutandis to our liability with regard to the reimbursement of wasted expenses.

11.2 Breaches of duty that lead to property damage or financial loss

In cases of only slight negligence in the performance of our obligations, our liability is limited to the foreseeable, typical average damage according to the nature of the contract.

We are not liable for minor breaches of non-essential contractual obligations caused by slight negligence. Obligations whose fulfillment does not shape the contract and on which you cannot rely are considered "non-essential".

Indirect and consequential damages resulting from defects in the subject matter of the contract are only recoverable to the extent that such damages are typically to be expected when the subject matter of the contract is used as intended.

The limitations of liability do not apply in cases of gross negligence or willful misconduct.

11.3 Breaches of duty that lead to injury to life, body or health

We are liable for any kind of negligence and intent in the event of injury to your life, body or health attributable to us.

11.4 Legally mandatory liability

The limitations of liability do not apply to your claims arising from product liability or from mandatory statutory liability provisions.

11.5 Extension of this clause to employees, officers, agents, etc.

The exclusions and limitations of liability apply equally to our officers, employees and other agents, and our subcontractors.

12. Force majeure and other serious events

12.1 Force majeure and other events in the relationship between you and us

In the event of force majeure or other serious events occurring without our fault, which lead to the infeasibility, cancellation or interruption of the contract or individual contractual services, we may demand reimbursement or compensation from you for the costs incurred up to that point, the services rendered by us and the necessary payments to be made by us to our subcontractors.

In the event of restrictions on the subject matter of the contract due to infection control law, civil protection law, public order law or police regulations (including travel bans, accommodation bans, etc.) for which neither contracting party is responsible, it is presumed, subject to rebuttal, that the performance of the contract under the changed conditions is unreasonable and thus a case of clause 12.1 exists.

12.2 Force Majeure & other events outside our contractual relationship with you

If the execution of the project or event underlying this contract has become impossible for you or your client, is not merely insignificantly more difficult or significantly impaired, or appears virtually impossible, Section 648 of the German Civil Code (BGB) applies to our compensation, whether directly or by analogy. Should a cancellation agreement result in lower costs for you, those costs shall apply.

In the event of restrictions imposed under infection control law, civil protection law, public order law or police law on the project or event underlying the contract (including travel bans, accommodation bans, etc.), it is presumed, subject to rebuttal, that the implementation of the project and/or the event under the changed conditions is unreasonable and thus a case under clause 12.2 exists.

If the applicability of Section 313 of the German Civil Code (BGB) is established by mutual agreement or by a court, at least the financial consequences of clause 12.1 shall apply.

12.3 Relevant time of assessment

If you or we cite the fear or likelihood of force majeure as the reason for cancelling/terminating our contract or postponing the event, the following applies:

The decisive point in time for assessing whether force majeure actually exists is agreed to be the contractually agreed date of the event. If the period exceeds one day, the calculated midpoint of this period applies.

This also applies if you cancel the event before the scheduled date due to concerns about force majeure. You must prove that the cancellation was solely due to the possibility of force majeure occurring.

If, at the agreed-upon relevant assessment date, it turns out that force majeure exists, the force majeure agreement applies. If, however, it turns out at that date that no force majeure exists, the cancellation/termination agreement applies.

If an event/travel date is not specified or agreed upon, the date agreed upon for the delivery of the work or the completion of the service shall apply.

If the work is delivered or the service is completed in several stages, or if the final date is not identical to the date on which the predominant and essential part of the owed service is agreed, then that date applies.

In any case, however, we have a right to payment under clause 12.1, particularly until any legal issues are clarified. Any corresponding payment by you does not constitute an acknowledgment of force majeure or a waiver of any other claims against us.

Our acceptance of your payment does not constitute an acknowledgment of force majeure or a waiver of any further claims against you.

12.4 Predictability

Both contracting parties can invoke legal principles such as force majeure or frustration of purpose even if, at the time of conclusion of the contract, it was no longer unforeseeable that an existing or known event would render performance impossible or unenforceable.

This agreement is based on the understanding that both contracting parties justifiably hope that even in the event of existing or known events such as the Sars-CoV-2 pandemic, the contract can and should still be executed.

13. Termination

13.1 Termination for cause by us

We may terminate the contract if, taking into account all circumstances of the individual case and weighing the interests of both parties, we cannot reasonably be expected to continue the contractual relationship until the agreed service is completed and/or until the agreed termination date (termination for cause). Such cause exists, for example, if:

- a payment due from you has not been received by us in time, provided that our termination does not lead to an exclusion or impairment of the insolvency administrator's right to elect in accordance with Section 103 of the German Insolvency Code (InsO).
- Payment default by you after application for the opening of insolvency proceedings and occurs after insolvency proceedings have been opened.
- circumstances arise which were unknown to us at the time of conclusion of the contract and which endanger the safety of the event, the guests, participants or employees, and we would not have concluded the contract or not under these conditions had we been aware of these circumstances, or if the health or safety of a third party can only be guaranteed by termination.

- Defects are discovered that are not our responsibility and that affect health or could endanger the life of a third party, or defects are discovered for which we are responsible, insofar as termination is the only way to guarantee the health or safety of a third party.
- You fail to take legally required or officially ordered measures that serve the safety of our personnel (delivery, setup, service, etc.) on site.
- You have intentionally concealed circumstances that are important for assessing the risk situation and/or the scope of services and/or the equipment of production and/or our employees or assistants, especially with regard to safety and legality.
- an event is being or is to be held that differs in nature, content or scope from that specified in the subject matter of the contract, this was not apparent to us when exercising due diligence and as a result the safe and lawful execution of the event, possibly supplemented by necessary and reasonable short-term measures, is not guaranteed, or participation in such an event is not reasonable for us and we would not have concluded the contract or not under these conditions had we been aware of the deviation.
- It can be assumed that the event, at which logos, equipment or personnel are present, are present and in attendance, relate directly to political events in Germany and/or abroad, and/or involve the discussion and/or expression of opinions that are incompatible with democratic fundamental values and/or the Basic Law of the Federal Republic of Germany and/or that have a negative impact on the peaceful coexistence of people in Germany.
- You operate technical or structural installations that are not permitted and that could endanger us or our staff.
- You fail to create local conditions that are agreed upon or necessary for timely delivery or on-site support/ service. This includes, for example, Gravel access roads, load limits of the access roads, distances from the last permissible parking place of the delivery vehicle to the delivery point, as well as insufficient load-bearing capacity of the ground, lighting, fire protection, escape routes, and provision is also impossible at the curbside or unreasonable with regard to our property.
- the responsible authorities and police forces based on concrete evidence
We see that maintaining public safety and order is not feasible, and therefore the continuation of the contract is unreasonable for us.
- a competent authority or court prohibits the event from taking place.

If we do not terminate the contract for one of the aforementioned reasons, this failure to terminate does not constitute an acknowledgment or acceptance of the factual and legal situation and does not preclude the assertion of further rights.

If an event as defined in paragraph 12 occurs, the provisions therein take precedence over termination.

13.2 Termination for cause by you

You can terminate the contract without observing a notice period if you are subject to the following conditions:
Taking into account all circumstances of the individual case and weighing the mutual interests

Interests that cannot reasonably be expected to continue the contractual relationship until the completion of the work and/or until the agreed termination date.

Furthermore, termination is excluded.

13.3 Entitlement to compensation after termination

If we terminate the contract for an important reason for which neither you nor we are responsible, Section 648 of the German Civil Code (BGB) applies accordingly to our remuneration and costs.

If you terminate the contract for a valid reason, we are entitled to the remuneration attributable to the portion of our services rendered up to the point of termination.

14. Cancellation by you

14.1 General

If you wish to cancel the contract for a reason beyond our control, not based on force majeure or other legally regulated grounds ("cancellation"), this is possible under the following conditions. Cancellation must be made in writing.

The decisive point in time for calculating the flat fees is the date we receive your cancellation.

The determination of the relevant time for the assessment or distinction between cancellation and force majeure is governed by the corresponding paragraph in the Force Majeure Clause (section 12.4).

14.2 In case of cancellation by you

If you cancel, we will charge a flat fee to cover our costs and lost profits. The following flat fees apply.

14.2.1 Flat fees in case of cancellation

The following flat rates apply:

- For cancellations up to 21 days before the first day (excluding setup and arrival) of the Event: 50% of the agreed net remuneration,
- In the event of contract cancellation up to 10 days before the first day (excluding setup and travel) of the event, 70% of the agreed net remuneration will be charged.
- In case of contract cancellation up to 3 days before the first day (excluding setup and travel) 90% of the agreed net remuneration for the event.

The decisive factor is the time at which we receive the written cancellation.

Production costs and non-refundable third-party costs (e.g., travel expenses, hotel bookings, costume making, technical services) remain unaffected by these flat rates and

Additional charges may apply if they have already been arranged in a binding manner or as is customary in the industry as part of the order preparation.

The basis for calculation is the net order value attributable to our remuneration and which actually exists at the time of cancellation.

The customer has the option to prove that we have incurred no damage or only minor damage. In this case, only the lesser amount will be refunded.

14.3 ~~Cancellation for us during the period of free cancellation~~ _____

If we have agreed on a free cancellation right for a specific period in your favor, we can also withdraw from the contract within this period if inquiries from potential third parties regarding the booked subject matter of the contract are received and you do not waive your right to cancel within a maximum of 10 days of our inquiry.

15. Rescheduling

A change of date or location is possible by mutual agreement of both contracting parties.

The following provisions shall take precedence even if they are not expressly mentioned or agreed upon during the relocation and insofar as they have not been expressly excluded during the relocation.

15.1 ~~Applicability of our General Terms and Conditions~~

If the project or event date is postponed, these terms and conditions will continue to apply to the new date, even if nothing else has been expressly agreed in writing.

15.2 ~~Deadlines, Dates~~ _____

Deadlines specified or agreed upon in the original contract or in these terms and conditions do not restart or begin again due to a postponement; in particular, the deadlines or periods do not apply.

The cancellation deadlines in clause 14 continue to refer to the original, first agreed date, unless these deadlines or dates are also expressly agreed anew in writing.

15.3 ~~Price increases~~ _____

Unless otherwise agreed, we may also adjust fixed prices (our remuneration and third-party costs) if the prices for the relocation have increased.

If we can prove that the fixed prices have increased solely due to the postponement of the date, the conditions of clause 4.4 do not apply.

15.4 ~~Our additional expenses~~ _____

If the relocation results in additional organizational expenses for us, we can bill these upon proof, and in case of doubt, proportionally to the agreed remuneration.

16. Final Provisions

16.1 Retention

You are not entitled to exercise a right of retention against us due to any other claim not arising from this contractual relationship.

16.2 Offsetting

You are only entitled to set off claims against us if they are based on the same contractual relationship. To protect the interests of all parties, you are obligated, in the event of a set-off claim asserted by you, to deposit the due remuneration and costs into an escrow account. The escrow agent is obligated, upon a legally established or acknowledged invalidation of the set-off claim, to disburse the managed payments to us in the amount due, and to repay them to you upon a legally established or acknowledged invalidation of the set-off claim. The party that initiated the escrow arrangement bears the costs of the escrow. Neither party entitled to receive payment may demand additional interest from the other due to late payment. If no payment is made into the escrow account, it is presumed that no valid set-off claim exists, as long as we have not acknowledged the underlying claim or it has not been legally established.

16.3 Assignment

The assignment of non-monetary claims against us is excluded, insofar as we have a legitimate interest in the exclusion or your legitimate interests in the assignability do not outweigh our legitimate interests in the non-assignability.

16.4 Place of jurisdiction

If you are a merchant as defined by the German Commercial Code (HGB), a legal entity under public law, or a special fund under public law, the following applies: The place of jurisdiction for all claims arising from our relationship with you is our registered office. We are also entitled to choose the place of jurisdiction at your registered office.

16.5 Choice of Law

If you are an entrepreneur (§ 14 BGB), German law applies.

If you are a consumer (§ 13 BGB), the following applies: These terms and conditions and the contractual relationship with you are governed by the law of the Federal Republic of Germany, excluding substantive EU law. However, the statutory provisions restricting the choice of law remain unaffected.

In particular, pursuant to Article 6(2) of Regulation (EC) No 593/2008 (the so-called "Rome I Regulation"), the following applies within its territorial scope: Where the law of the state in which you have your habitual residence at the time of conclusion of the contract (hereinafter referred to as "domicile law") contains provisions for your protection which cannot be derogated from by agreement under the domicile law, the (more favorable) provisions of your domicile law shall apply to you. Therefore, despite the choice of law pursuant to the first sentence, you always enjoy the protection of the mandatory provisions of your domicile law.

16.6 Validity of the General Terms and Conditions or individual clauses if you are an entrepreneur

You and we are obligated, if one or more provisions are invalid or void for reasons other than the provisions concerning the law of general terms and conditions according to §§ 305 to 310 of the German Civil Code (BGB), or if a regulatory gap requiring supplementation arises, to replace them with an effective provision or to fill the gap.

in its legal and economic content corresponds to the ineffective or void regulation and the purpose of the contract.

Section 139 of the German Civil Code (partial invalidity) is excluded.

If the invalidity of a provision is based on a measure of performance or time (date or deadline) stipulated therein, this provision must be replaced by a legally permissible measure that comes closest to the original measure.

17. EU platform for online dispute resolution

The EU provides an internet platform for online dispute resolution (ODR platform). This OS platform is intended to resolve disputes between consumers and online platforms concerning online sales contracts or service contracts as quickly and effectively as possible.

In accordance with Article 14 of Regulation (EU) No 524/2013 on online dispute resolution for consumer disputes (the so-called ODR Regulation), we hereby inform you of the link to this ODR platform. You can access the online dispute resolution platform here:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>

Also in accordance with Article 14 of the ODR Regulation, we provide you with our email address in this context: info@lilora.eu.

We would like to point out that we are not obliged to participate in dispute resolution proceedings before a consumer arbitration board and do not participate in such proceedings voluntarily.

Terms and Conditions as of: June 24, 2026