

Terms and Conditions

Terms and Conditions for Consumers

Your Provider and Contracting Party

Administration only – no physical sales, no return address

BRUCK GmbH & Co. KG

Industriestr. 22a

44628 Herne

Germany

Managing Director: Thomas Unger

Commercial Register: Local Court Bochum

HRA 5279

VAT ID: DE 125 418 042

WEEE Reg. No.: DE 17610482

You can reach our customer service for orders, questions, complaints, and claims by phone, email, or in person at our showroom.

Phone: +49 (0) 23 23 - 59 10

Email: sales@bruck.de

Customer Service Opening Hours

Mon. - Fri.: 08:00 – 17:00

Showroom Opening Hours

Mon. - Thu.: 09:00 – 15:00

Fri.: 09:00 – 13:00

1. Scope

1.1

We deliver based on the following General Terms and Conditions, which apply to all contracts concluded with us as a result of the offers on our online shop website.

1.2

Whenever these Terms and Conditions refer to consumers, this means natural persons who place an order for purposes that cannot be attributed to a commercial, independent, or professional activity. Entrepreneurs are natural or legal persons or legally capable partnerships who place orders for commercial, independent, or professional purposes. Customers within the meaning of these Terms and Conditions include both consumers and entrepreneurs.

1.3

If periods are stated in working days, these are understood to be all weekdays except Saturdays, Sundays, and public holidays at our place of business.

2. Possibility to Save and Access Contract Text

2.1

We make these Terms and Conditions and the other contractual provisions, together with your order data, available for retrieval during the ordering process. You can easily save this information by either downloading the Terms and Conditions and using your browser's functions to store the order summary from the online shop, or by waiting for the automatic order confirmation, which we additionally send by email to the address you provided upon completion of your order. This order confirmation email includes the contractual provisions and your order details along with these Terms and Conditions and can be easily printed or saved using your email program.

2.2

The contract text is stored with us but is not directly accessible to you for security reasons. We provide each customer with a password-protected "My Account" area. With proper registration, you can view information about your open and recently shipped orders, update your BRUCK account and address details, change your password, and subscribe or unsubscribe from the newsletter. The customer is obliged to treat personal login information confidentially and not make it accessible to any unauthorized third party.

3. Contracting Party, Language, and Conclusion of Contract

3.1

Your contracting party is BRUCK GmbH & Co. KG, represented by Thomas Unger, Industriestr. 22a, 44628 Herne, Germany. Contracts in our online shop can currently be concluded in German, English, and French. All our offers are non-binding as long as they are not part of a contractual agreement. Before submitting your order, you have the opportunity to review and correct the data you entered.

3.2

By submitting your order, you make a binding contractual declaration. Immediately upon receipt of your order, you will receive an automatically sent order confirmation. This confirmation does not yet constitute acceptance of your order unless you have chosen the prepayment method and we request payment in the order confirmation email.

3.3

A binding contract is concluded immediately after your order if you accept the corresponding invitation and complete your order with payment via one of the online payment services we offer. Our online payment services are KLARNA and PayPal.

3.4

If you have chosen another payment method for your order, a binding contract is only concluded through our acceptance notification via a separate email. This email will have the subject line "Order Confirmation of Your Order."

3.5

If the contract is concluded via separate email according to section 3.4, you are bound to your order for a maximum of 3 working days, subject to your statutory right of withdrawal.

3.6

Please note that delivery for prepayment orders occurs only after the full amount has been credited to our account. Reservation of the item for prepayment orders is made for a maximum of 2 weeks. If your payment is received later, delivery delays may occur.

4. Prices, Shipping Costs, and Freight Charges

4.1

The prices listed in our online shop at the time of your order apply. All prices include the statutory value-added tax (VAT) applicable in Germany. For deliveries to other member states of the European Union, taxation is carried out in accordance with the applicable legal provisions. As long as the statutory distance selling threshold has not been exceeded, German VAT will be charged.

For parcel shipping, the following applies: Within Germany, to Austria, the Netherlands, and France, we deliver free of charge for orders of €99 or more. To Belgium and Luxembourg, we deliver free of charge for orders of €299 or more. To Croatia, we deliver free of charge for orders of €399 or more.

4.2

For parcel deliveries to the countries listed below, we charge a flat rate for environmentally friendly packaging and shipping for orders under €99 as follows:

Country	Shipping Costs
Germany	€6.90
Austria	€9.90
France	€9.90
Netherlands	€9.90

For parcel deliveries to the following countries, we charge a flat rate for environmentally friendly packaging and shipping for orders under €299 as follows:

Country	Shipping Costs
Belgium	€9.90
Luxembourg	€9.90

For parcel deliveries to the following countries, we charge a flat rate for environmentally friendly packaging and shipping for orders under €399 as follows:

Country	Shipping Costs
Croatia	€24.90

4.3

For deliveries outside Germany, additional costs may arise upon import into a third country (customs duties, any customs fees, and import VAT). These additional costs must be borne by the customer.

For all other countries, we charge a flat rate of €199 per order.

For deliveries outside Europe, the customer bears the shipping costs for both the outbound and return shipment.

5. Payment and Delivery

5.1

For orders through our online shop, we offer the following payment methods:

Advance Bank Transfer

Please transfer the amount after receiving our prepayment request via email. Include your name and order number in the transfer. Shipping of in-stock goods occurs immediately after the payment has been credited to our account. If the goods are not in stock, they will be ordered from the supplier only after receipt of your payment and shipped to you once they arrive at BRUCK.

PayPal and KLARNA via Mollie

Payment processing for KLARNA and PayPal is carried out via the payment service provider Mollie B.V., Keizersgracht 313, 1016 EE Amsterdam, Netherlands. If you select a payment method processed via Mollie, the data you provide during the order process will be transmitted to Mollie solely for payment processing purposes and only to the extent necessary for this purpose.

PayPal

During the checkout process, you will be redirected to the PayPal website. To pay via PayPal, you must be registered there or register, log in with your credentials, and confirm the payment instruction. Payment processing is carried out via the payment service provider Mollie B.V.

Klarna

When selecting a payment method offered via Klarna, payment processing is carried out by Klarna Bank AB (publ), Sveavägen 46, 111 34 Stockholm, Sweden. Further information and Klarna's terms of use are provided during the ordering process. Payment processing is handled via the payment service provider Mollie B.V.

5.2

In general, we deliver parcels up to 70 kg with UPS to your home address or a delivery address of your choice. Goods over 70 kg are delivered via freight carrier. Shipments to P.O. boxes are not possible. Unless otherwise agreed, delivery by freight carrier is made up to the first lockable door at the delivery address provided by the customer. You will receive notification from us when the goods have left our premises. We cannot deliver to so-called parcel stations. If delivery is not possible, the carrier will provide instructions for further options.

5.3

We can deliver in-stock goods immediately upon receipt of the order and, if applicable, after receiving prepayment. In-stock items are marked on the product pages with "2-3 days". Shipping times for non-stock items are also indicated on the respective product pages.

5.4

The obligation to deliver does not apply if we ourselves are not supplied properly or on time and are not responsible for the unavailability. In the event of non-availability of the goods, we will inform you immediately, and any prepayment will be refunded promptly.

5.5

Delivery times are reasonably extended in the event of strikes, lockouts, or other circumstances beyond our control, including force majeure. We will notify the buyer promptly of the start and end of such impediments.

5.6

For consumers, the risk of accidental loss or deterioration of the sold goods passes to the consumer when the goods are handed over to the transport person or a recipient designated by the consumer. This applies regardless of whether shipping is insured. Otherwise, the risk of accidental loss or deterioration passes to the buyer upon handover, and in the case of shipment sales, upon delivery of the goods to the freight carrier or other person or institution responsible for shipment execution.

5.7

Goods sold as a single piece, unique item, exhibition piece, or similarly designated items are sold as specific items. Replacement delivery is excluded if it is impossible due to the uniqueness of the item. If the owed item is destroyed or damaged before the transfer of risk without BRUCK's fault, making delivery of a defect-free item impossible, our obligation to perform ceases in accordance with § 275 (1) BGB; any payments already received will be refunded immediately according to statutory provisions (especially § 326 (1) BGB). Further customer rights are governed by statutory provisions.

6. Right of Withdrawal

Consumers have a fourteen-day right of withdrawal.
Withdrawal Instructions

Right of Withdrawal

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

To exercise your right of withdrawal, you must inform us (bruck.de GmbH, Herne branch, Industriestr. 22a, 44628 Herne, Germany, sales@bruck.de) of your decision to withdraw from this contract by means of a clear statement (e.g., a letter sent by post or an email). You may use the attached model withdrawal form, but it is not mandatory. If you use this option, we will promptly (e.g., by email) send you a confirmation of receipt of such withdrawal.

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.

Consequences of Withdrawal

If you withdraw from this contract, we shall reimburse all payments received from you, including delivery costs (except for additional costs arising if you chose a type of delivery other than the least expensive standard delivery offered by us), without undue delay and no later than fourteen days from the day on which we receive notification of your withdrawal from this contract. We will use the same payment method for the reimbursement that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged fees for 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 earlier.

You shall send back or hand over the goods to us without undue delay and in any event no later than fourteen days from the day on which you communicate your withdrawal from this contract. The deadline is met if you send back the goods before the period of fourteen days has expired. We bear the cost of returning the goods. You only have to pay for any diminished value of the goods resulting from handling other than what is necessary to establish the nature, characteristics, and functioning of the goods.

Model Withdrawal Form

(If you wish to withdraw from the contract, please complete this form and return it.)

- To BRUCK GmbH & Co. KG, Industriestr. 22a, 44628 Herne, Germany, sales@bruck.de
 - I/We (*) hereby withdraw from 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 consumer(s)
 - Address of consumer(s)
 - Signature of consumer(s) (only if this form is notified on paper)
 - Date
- (*) Delete as appropriate.

Special Notes

If you finance this contract via a loan and later withdraw, you are also no longer bound by the loan agreement, provided both contracts form an economic unit. This is particularly assumed if we are simultaneously your lender or if your lender relies on our cooperation for financing. If the loan has already been credited to us when the withdrawal becomes effective, your lender steps into our rights and obligations from the financed contract in relation to you with regard to the legal consequences of the withdrawal or return. This does not apply if this contract concerns the acquisition of financial instruments (e.g., securities, foreign exchange, or derivatives).

To avoid contractual obligations as much as possible, you should exercise your right of withdrawal and, if applicable, also withdraw from the loan agreement if you have a right to do so.

Return Labels

Without prejudice to your statutory rights, free return labels will be provided for your return shipment. If you use these return labels, the return shipment is free of charge for you. The return label will be provided to you by email. You can drop off the return shipment at a parcel shop of the respective provider in Germany.

7. Voluntary Manufacturer's Warranty for LED Lights

7.1

For selected LED lights, BRUCK GmbH & Co. KG provides, in addition to the statutory warranty, a voluntary 5-year manufacturer's warranty on the functionality of the LED modules and the associated control gear. The warranty period starts on the purchase date of the light by the end customer. Registration of the light via the corresponding registration page on our website is required to claim the warranty. Registration requires, in particular, the item number of the light, the purchase date, and proof of purchase. The warranty applies exclusively to BRUCK brand products and only to the first purchaser. The statutory warranty rights of the buyer toward the seller remain unaffected by this warranty and are not limited by it. Further information and the full warranty terms can be found at: <https://bruck.de/service-und-planung/bruck-5-jahres-led-garantie/>

8. Retention of Title

The goods remain our property until full payment has been received.

9. Warranty and Complaint Management

9.1

The statutory warranty period of 2 years applies to the goods we deliver. The period begins with the delivery of the goods. Warranty claims against entrepreneurs are limited to one year from delivery.

9.2

Entrepreneurs must notify us of obvious defects immediately, but no later than 14 days from receipt of the goods, in writing. For non-obvious defects, notification must be made immediately, but no later than 14 days from the discovery of the defect. Timely dispatch of the notification is sufficient to preserve the buyer's rights. Otherwise, the goods are deemed approved with respect to the respective defect. For merchants, § 377 HGB applies additionally.

9.3

Excluded from the limitations or exclusions in sections 9.1 and 9.2 are claims for damages arising from injury to life, body, or health resulting from a breach of duty for which we are responsible, as well as claims for other damages arising from intentional or grossly negligent breaches of duty by us. For these claims, the statutory limitation period of 2 years applies. Limitations or exclusions of warranty claims do not apply in the case of the assumption of a quality guarantee by us or in cases of fraudulent concealment of a defect according to § 444 BGB. Any manufacturer's warranty remains unaffected. Where our liability is excluded or limited, this also applies to the personal liability of our employees, staff, legal representatives, and vicarious agents.

9.4

Warranty claims do not apply to defects resulting from improper handling, misuse, or normal wear and tear after the transfer of risk. In particular, changes in the visual appearance caused by use, assembly, disassembly, cleaning, or transport after the transfer of risk do not constitute a defect, provided they were not present upon delivery of the goods.

9.5

Within the warranty period, the statutory warranty regulations apply.

9.6

For goods marked as single piece/unique, subsequent performance – if possible and reasonable – can be carried out by repair. A claim to delivery of a defect-free item (replacement) does not exist to the extent that this is impossible. Otherwise, statutory warranty rights apply.

9.7

For service inquiries, please contact our customer service. You can reach our customer service for orders, questions, complaints, and issues by phone, email, or in person at our showroom.

Phone: +49 (0)2323 - 59 10

Email: sales@bruck.de

Customer Service Hours

Mon. - Thu.: 08:00 - 17:00

Fri.: 08:00 - 15:00

Showroom Hours

Mon. - Thu.: 09:00 - 15:00

Fri.: 09:00 - 13:00

BRUCK GmbH & Co. KG

Industriestr. 22a

D-44628 Herne, Germany

10. Data Protection Notice

Our data protection practices comply with statutory requirements. Details on the collection and use of your personal data can be found in our [Privacy Policy](#), which also includes information on credit checks, where values for the probability of payment default are calculated, including the use of your address data.

11. Applicable Law and Jurisdiction

11.1

All legal transactions or other legal relationships with us are governed by the law of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) as well as any other international agreements, even if incorporated into German law, do not apply. This choice of law does not deprive customers with ordinary residence in an EU member state or Switzerland of protections arising from the mandatory provisions of the law of that state.

11.2

In business dealings with merchants and legal entities under public law, our registered office is agreed as the place of jurisdiction for all disputes arising from these Terms and Conditions and individual contracts concluded under them, including actions relating to bills of exchange and checks. In such cases, we are also entitled to bring an action at the customer's place of business.

12. Severability Clause

Should individual provisions of these Terms and Conditions be wholly or partially invalid or lose their validity at a later date, the validity of the remaining Terms and Conditions shall remain unaffected. The statutory provisions shall replace any invalid provisions. The same applies if the Terms and Conditions contain an unforeseen gap.

13. Disposal and Battery Return

Environmental Protection

Components, e.g., chemical pollutants in old devices, can harm the environment and health if not stored properly, particularly if disposed of improperly or by unauthorized persons. Illegal exports may not guarantee protection for the environment and human health. Old devices may also contain recyclable raw materials, can be repaired, or parts can be reused, significantly reducing environmental impact.

Therefore, old devices must not be disposed of in regular household waste or exported illegally. As an end-user, you are legally obligated to return or properly dispose of electrical appliances. Please note: You

are responsible for erasing personal data on the devices to be disposed of.

Batteries

Components, e.g., chemical substances in batteries, can harm the environment and health if not stored and disposed of properly. At the same time, batteries may contain recyclable raw materials. Therefore, batteries must not be disposed of in regular household waste. As an end-user, you are legally required to return used batteries.

You can return used batteries free of charge to the seller or to designated collection points (e.g., public collection points in your municipality or at retail stores) or return them free of charge by post. When returning batteries by post, applicable dangerous goods regulations must be observed. Drop-off at retail locations is limited to quantities typical for end-users and to batteries that the distributor currently or previously offered in their assortment.



The symbol of the crossed-out trash bin reminds you that batteries must not be disposed of in household waste. Alongside this symbol, you may find additional symbols indicating content:

Pb = battery contains more than 0.004% by weight of lead

Cd = battery contains more than 0.002% by weight of cadmium

Hg = battery contains more than 0.0005% by weight of mercury

Old Devices

Electrical and electronic devices are marked with the following symbol of a “crossed-out wheeled bin”:



This symbol indicates that, as the owner of this device, you must not dispose of it in household waste (grey bin, yellow bin, bio-bin, paper, or glass). The device must be delivered, for example, to municipal collection points for separate collection from unsorted municipal waste for the purpose of reuse. Used batteries and accumulators not enclosed in the old device must be separated before delivery to a collection point.

Collection of old devices may be refused if contamination poses a risk to human health and safety.

Status: 03/2026

Your **BRUCK GmbH & Co. KG**, Thomas Unger