

## 1.GENERAL

The following terms and conditions apply to all orders placed by the customer (hereinafter referred to as "you") with IVERY GesbR, hereinafter referred to as "LYVEM", "us" or "we", at the LYVEM website, mobile website, or mobile application, via telephone (jointly referred to as "lyvem.com").

By using lyvem.com and/or placing an order, you agree to be bound by the terms and conditions set out herein (the "Terms"). Please make sure you have read and understood the Terms before placing your order.

Only persons 18 years or older, who are not under guardianship, can place an order.

The inclusion of any products or services on lyvem.com at a particular time does not imply or warrant that these products or services will be available at any time. We reserve the right to discontinue any product at any time.

We reserve the right to amend these Terms from time to time without prior notice to you. The version of the Terms that will apply to your order will be those on lyvem.com at the time you place your order.

## 2.PRICES AND DELIVERY CHARGES

The prices displayed at lyvem.com include the statutory Value Added Tax but do not include a delivery charge.

The delivery charge may vary depending in which country your order will be shipped.

Our standard national (Austria) delivery fee ist € 5,50. The delivery fee for international delivery depends in which country the order will be shipped.

You can find delivery fees for international delivery at [shipping and returns](#) on ivery.eu.

The cost for each delivery method is clearly indicated during the check-out process. If we are unable to deliver your order in full and have to make more than one delivery, there will not be an additional charge for any subsequent deliveries.

### 3. ORDERING/CONCLUSION OF CONTRACT

The ordering options available to you are via [lyvem.com](https://lyvem.com).

Contracts can only be concluded in German and English language.

Once you have placed your order, if you have supplied us with your email address, you will receive an email confirmation. If for any reason we are unable to fulfill your order, we will let you know at the earliest opportunity. If we have already received payment for such order, we will attempt to refund the applicable amount using the same method used to make the payment. If, for any reason, alternative arrangements are necessary, an LYVEM representative will contact you to settle the refund.

There is no minimum order value.

Please visit our [customer service pages](#) for further information.

### 4. DELIVERY

LYVEM exercises the utmost diligence in accepting and processing orders and will endeavour to deliver your order to a residential address in the listed countries at [Shipping and Returns](#) on [ivery.eu](https://ivery.eu), in accordance with your selected delivery option. Unfortunately we are unable to deliver to [certain parts of some countries](#).

We endeavour to dispatch orders in the fastest possible time and in the order in which they are placed. We aim to deliver within 3 to 5 working days following confirmation of an order, unless otherwise agreed.

Though we aim to deliver within the communicated time frame, delivery may take longer due to unexpected events. In the unlikely event the delivery time exceeds 30 days, you may cancel your order.

Before you place your order, you will be informed of the expected delivery details. Once you have placed your order, if you have supplied us with your email address, you will receive an email confirmation.

You will find the full [Shipping and Delivery Policy](#) at [lyvem.com](https://lyvem.com).

If your order does not arrive by 10 working days, please contact LYVEM Customer Service via email [office@lyvem.com](mailto:office@lyvem.com).

## 5. WITHDRAWAL OF ORDER

You may cancel or return your order from the date you place the order until 14 days after receipt of the ordered items. If you have been charged for the items, you will receive a refund, which will not include LYVEM's standard delivery costs. You will find the full [Returns and Exchanges Policy](#) at [lyvem.com](http://lyvem.com).

If you wish to cancel or return your order, please provide us with notice by sending a letter to LYVEM GesbR, Maierhof 64, 4906 Eberschwang, AUSTRIA, or sending an email to [office@lyvem.com](mailto:office@lyvem.com), or by filling in and submitting the standard form by your local Consumer Rights Authority; and return the item(s) to us as set out in section 6 (Returns) below within the 14 day period set forth in section 5 above. We will provide a refund attempting to use the same method used to make the payment as soon as possible and at the latest within 14 days of receiving your notice of cancellation, provided we have received the items or evidence of you having sent back the items. Another payment method may be used for the refund, provided that you consent to such change; in any case this will not generate any additional charges.

If the item you have received is defective, please notify LYVEM promptly and return the item in accordance with section 6 (Returns) below. LYVEM will, for any products deemed defective, provide a full refund. The provisions set forth herein do not limit any applicable statutory rights.

## 6. RETURNS

LYVEM guarantees that we take back every item, provided that all items are returned in the same condition they were in upon your receipt. This means the items should not have been damaged, soiled, washed, altered or worn (other than to try the item on). Please note that the items must be in their original condition.

If you wish to return your order, please contact LYVEM via email to [office@lyvem.com](mailto:office@lyvem.com). You will get additional information about the return process.

You will also find more detailed information regarding our return process in our [Returns and Refund Policy](#).

## 7. REFUNDS

LYVEM guarantees a full refund or if you prefer, to replace any returned items in accordance with section 5 (Withdrawal of Order), provided that all items are returned in the same condition they were in upon your receipt. This means the items should not have been damaged, soiled, washed, altered or worn (other than to try the item on). Please note that the items must be in their original condition.

We will provide a refund attempting to use the same method used to make the payment as soon as possible and at the latest within 14 days of receiving your notice of cancellation, provided we have received the items or evidence of you having sent back the items in accordance to section 6 (Returns). Another payment method may be used for the refund, provided that you consent to such change; in any case this will not generate any additional charges.

Shipping and delivery fees will not be refunded.

## **8.PAYMENT METHODS**

Payment via cash on delivery

You can pay for your goods by cash on delivery. Additional to the total of your order and delivery, you have to pay a fee of 4.50 €.

Payment via bank transfer

You can pay for you goods via bank transfer. Please note that we only ship orders after payment.

Paypal

IVERY accepts payment via paypal. You have to be registered at [www.paypal.com](http://www.paypal.com) to use this payment option.

For further information about our payment methods please visit our costumer service sites on [lyvem.com](http://lyvem.com).

## **9.OUR LIABILITY**

Nothing in these Terms shall exclude or limit LYVEM's liability with regard to any matter for which it would be unlawful for us to limit or exclude our liability.

Our maximum liability to you for any loss or damage arising in connection with your order on lyvem.com shall be limited to the total price of your order.

## **10.COLOURS**

We make all reasonable efforts to accurately display the attributes of our products, including composition and colours. The colour you see will depend on your computer system, and we cannot guarantee that your computer will accurately display such colours.

## **11.GUARANTE**

If there are defects in the goods you have purchased, LYVEM abides by all statutory guarantee regulations. If you have a complaint regarding obvious material or manufacturing faults in goods that we have supplied, including damage incurred in transit, please let us know by returning the goods to us without delay.

## **12.ASSIGNMENT**

LYVEM reserves the right to assign or pledge to third parties any claim(s) for payment including any payment instalments which have arisen in connection with the delivery of goods.

## **13.SEVERANCE**

If any part of these Terms is disallowed or found to be ineffective by any court or regulator, the other Terms shall continue to apply.

## 14. OWNERSHIP OF RIGHTS

All intellectual property rights, such as trademarks and copyrights at ivery.eu remain with LYVEM GesbR and its subsidiaries or licensors. Any use of lyvem.com or its contents, including copying or storing such content in whole or part, other than for your own personal, non-commercial use, is prohibited without the permission of LYVEM.

## 15. REGISTRATION

Registration on lyvem.com is free.

When you enter your personal information required for the registration you are required to provide truthful and complete information and to treat your login information confidential and to unauthorized third parties.

Every customer is only entitled to a customer account to entertain at the same time. We reserve the right to delete multiple registrations.

LYVEM is not obliged to accept the registration or the appointment of a registered customers.

## 16. Company Information

LYVEM GesbR  
Maierhof 64

4906 Eberschwang

AUSTRIA

Directors: Sabrina Eggertsberger, Elisabeth Obermair

Email: [office@lyvem.com](mailto:office@lyvem.com)