

This [Conditions and Privacy Policy](#) governs the manner in which litcoat.com collects, uses, maintains and discloses information collected from users (each, a “User”) of the <http://litcoat.com> website (“Site”). This privacy policy applies to the Site and all products and services offered by litcoat.com

Data protection declaration

Unless stated otherwise below, the provision of your personal data is neither legally nor contractually obligatory, nor required for conclusion of a contract. You are not obliged to provide your data. Not providing it will have no consequences. This only applies as long as the processing procedures below do not state otherwise. “Personal data” is any information relating to an identified or identifiable natural person.

Server log files

You can use our websites without submitting personal data. Every time you access our website, user data is transmitted by your internet browser and stored in protocol files (server log files). This stored data includes e.g. name of the site called up, date and time of the request, amount of data transferred and the provider making the request. This data serves exclusively to ensure smooth operation of our website and to improve our offering. It is not possible to assign this data to a particular person.

Collection and processing when using the contact form

When you use the contact form we will only collect your personal data (name, email address, message text) in the scope provided by you. The data processing is for the purpose of making contact. By submitting your message you agree to the processing of your transmitted data. Processing will be carried out on the basis of art. 6 (1) lit. a GDPR with your consent. You can withdraw your consent at any time by contacting us without affecting the legality of the processing carried out with your consent up to the withdrawal. We will only use your email address to process your request. Finally your data will be deleted, unless you have agreed to further processing and use.

Use of Google reCAPTCHA

Our website uses the reCAPTCHA service by Google Inc. (1600 Amphitheatre Parkway, Mountain View, CA 94043, USA; “Google”). The request serves to distinguish whether the input was made by a human or automatic machine processing. The request includes the submission of the IP address and any other data required by Google for the reCAPTCHA service. For this purpose your input will be transmitted to Google and used further there. Google will, however, shorten your IP address beforehand within the Member States of the European Union or other signatories to the Agreement on the European Economic Area. Only in exceptional cases will the full IP address be transferred to a Google server in the USA and shortened there. Google will use this information on behalf of the operator of this website in order to assess your use of this service. The IP address transmitted by your browser as part of reCAPTCHA is not associated with any other data held by Google. Your data may also be transmitted to the USA. Transmission

of data to the USA is covered by an adequacy decision by the European Commission, the “Privacy Shield”. Google participates in “Privacy Shield” and has submitted to its requirements. By activating the request you agree to the processing of your data. The processing will be carried out on the basis of art. 6 (1) lit. a GDPR with your consent. You can withdraw your consent at any time without affecting the legality of the processing carried out with your consent up to the withdrawal. You can find more detailed information on Google reCAPTCHA and the associated data protection declaration at: <https://policies.google.com/technologies/ads?hl=en>

Customer account

When you open a customer account, we will collect your personal data in the scope given there. The data processing is for the purpose of improving your shopping experience and simplifying order processing. The processing will be carried out on the basis of art. 6 (1) lit. a GDPR with your consent. You can withdraw your consent at any time by contacting us without affecting the legality of the processing carried out with your consent up to the withdrawal. Your customer account will then be deleted.

Collection, processing, and use of personal data in orders

When you submit an order, we only collect and use your personal data where this is necessary for the fulfillment and handling of your requests. The provision of data is necessary for conclusion of a contract. Failure to provide it will prevent the conclusion of any contract. The processing will occur on the basis of art. 6 (1) lit. b GDPR and is required for the fulfillment of a contract with you. We will not forward your data to third parties without your explicit consent. This only excludes our service partners which we require in order to handle the contractual relationship or service providers we use to process an order. Along with the recipients named in the clauses of this data protection declaration, these may be recipients in the following categories: Shipping providers, payment service providers, merchandise management service providers, service providers for order processing, web hosts, IT service providers and drop-shipping dealers. We will comply strictly with legal requirements in every case. The scope of data transmission is restricted to a minimum.

Forwarding of your email address to shipping companies for information on shipping status

We forward your email address to the shipping company in the course of contractual processing, if you have explicitly agreed to this in the order process. The forwarding is for the purpose of informing you by email on the shipping status of your order. The processing will be carried out on the basis of art. 6 (1) lit. a GDPR with your consent. You can withdraw your consent at any time by contacting us or the transport company without affecting the legality of the processing carried out with your consent up to the withdrawal.

Cookies

Our website uses cookies. Cookies are small text files which are saved in a user’s internet browser or by the user’s internet browser on their computer system. When a user calls up a website, a cookie may be saved on the user’s operating system. This cookie contains a

characteristic character string which allows the browser to be clearly identified when the website is called up again. We use cookies to make our offering more user-friendly, effective and secure. Cookies also allow our systems to recognize your browser after a page change and to offer you services. Some functions of our website cannot be offered without the use of cookies. These services require the browser to be recognized again after a page change. Our website also uses cookies to allow us to analyse the surfing behavior of visitors to our website.

Processing is carried out on the basis of § 15 (3) TMG (Telemedia Act) as well as art. 6 (1) lit. f GDPR due to our justified interest in the purposes above. The data collected in this way is pseudonymous using technological measures. It is therefore not possible to connect the data to your person. The data will not be stored together with other personal data pertaining to you. You have the right to veto this processing of your personal data according to art. 6 (1) lit. f GDPR by contacting us, for reasons relating to your personal situation. Cookies will be stored on your computer. You therefore have full control over the use of cookies. By choosing corresponding technical settings in your internet browser, you can prevent the storage of cookies and transmission of the data they contain. Cookies which have already been saved may be deleted at any time. We would, however, like to point out that this may prevent you from making full use of all the functions of this website. Using the links below, you can find out how to manage cookies (or deactivate them, among other things) in major browsers:

Chrome Browser: <https://support.google.com/accounts/answer/61416?hl=en>

Internet Explorer: <https://support.microsoft.com/en-us/help/17442/windows-internet-explorer-delete-manage-cookies>

Mozilla Firefox: <https://support.mozilla.org/en-US/kb/enable-and-disable-cookies-website-preferences>

Safari: <https://support.apple.com/guide/safari/manage-cookies-and-website-data-sfri11471/mac>

Use of Google Analytics

Our website uses the web analysis service Google Analytics by Google Inc. (1600 Amphitheatre Parkway, Mountain View, CA 94043, USA; “Google”). The processing of data serves to analyze this website and its visitors. Google will use this information on behalf of the operator of this website to evaluate your use of the website, to compile reports on website activity and to provide other services to the website operator relating to website and internet use. The IP address communicated by your browser as part of Google Analytics is not associated with any other data held by Google. Google Analytics uses cookies, which make it possible to analyze your use of the website. The information generated by the cookie regarding your use of this website is usually transferred to a Google server in the USA and stored there. IP anonymization is activated on this website. Google uses this to shorten your IP address beforehand within Member States of the European Union or in other signatories to the Agreement on the European Economic Area. Only in exceptional cases will the full IP address be transferred to a Google server in the USA and shortened there. Your data may be transmitted to the USA. Transmission of data to the USA is covered by an adequacy decision by the European Commission. Processing is carried out on the basis of art. 6 (1) lit. f GDPR due to our justified interest in needs-based and targeted design of the website. You have the right to veto this processing of your personal data according to art. 6 (1) lit. f GDPR by contacting us, for reasons relating to your personal situation. You can

prevent the storage of cookies by choosing corresponding technical settings in your internet browser; we would, however, like to point out that this may prevent you from making full use of all the functions of this website. You can also prevent collection of the data (including your IP address) generated by the cookies and related to your use of the website by Google as well as the processing of this data by Google by downloading and installing the browser plug-in available at the following link [<https://tools.google.com/dlpage/gaoptout?hl=en>]. You can set an opt-out cookie to prevent collection by Google Analytics across devices. Opt-out cookies prevent the future collection of your data when you visit this website. You need to opt-out on all systems and devices in use for this to work comprehensively. If you click here, the opt-out cookie is set: Disable Google Analytics. You can find more detailed information on the terms and conditions of use and data protection at <https://www.google.com/analytics/terms/> and at <https://policies.google.com/?hl=en>.

Use of YouTube

Our website uses YouTube LLC's function for the embedding of YouTube videos. (901 Cherry Ave., San Bruno, CA 94066, USA; "YouTube"). YouTube is an affiliated company of Google Inc. (1600 Amphitheatre Parkway, Mountain View, CA 94043, USA; "Google"). This feature shows YouTube videos in an iFrame on the website. The option "advanced privacy mode" is enabled here. This prevents YouTube from storing information on visitors to the website. It is only if you watch a video that information is transmitted to and stored by YouTube. Further information on the data collected and used by YouTube and Google, your rights and privacy can be found in YouTube's privacy policy (<https://www.youtube.com/t/privacy>).

Duration of storage

After contractual processing has been completed, the data is initially stored for the duration of the warranty period, then in accordance with the retention periods prescribed by law, especially tax and commercial law, and then deleted after the period has elapsed, unless you have agreed to further processing and use.

Rights of the affected person

If the legal requirements are fulfilled, you have the following rights according to art. 15 to 20 GDPR: Right to information, correction, deletion, restriction of processing, data portability. You also have a right of objection against processing based on art. 6 (1) GDPR, and to processing for the purposes of direct marketing, according to art. 21 (1) GDPR. Contact us at any time. Our contact details can be found in our imprint.

Right to complain to the regulatory authority

You have the right to complain to the regulatory authority according to art. 77 GDPR if you believe that your data is not being processed legally.

Refund Policy

This Refund Policy applies to payments for products provided.

Our consultancy, services and products are not intended for non professionals in the coating sector. We assume you have a professional background related to the coating industry enabling us to assist and serve you better.

Our materials are not eligible for return or exchange unless the product is defective when it arrives at the shipping address provided. Return items must be in original packaging, unopened, unused and in resell-able condition.

In the event of defective paint and/or other items, the items will be exchanged. Return shipping is the responsibility of the buyer.

The exchange policy for defective materials is valid for only ten (10) days from the date of delivery of products. Return shipping is the responsibility of the customer. A restocking fee may be charged for all returns. Refunds for Sale online purchases, are eligible for a credit note only.

Seller is not responsible for damage in the customer premises caused by misuse or mishandling of the product, including electronics, paint, or other components. Please inspect all products immediately upon receipt for damage, spoilage, or material defect. It is incumbent upon the ordering party to be on-site to accept all orders.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

Items must be in original packaging, unopened, unused and in resell-able condition. Seller is not responsible for undeliverable or unclaimed packages as well as refused packages in the event you decline to pay the duties, taxes or brokerage fees. There is a 50% restocking fee in the event a package is returned to us and you wish to be refunded for the order. The restocking fee will be waived in the event you wish to retain a store credit or have the package shipped back out. If you wish to ship the package again, you must pay the current shipping rates to have the package sent. All Shipping & Processing fees are non refundable.

All prices and quantities are subject to change.

All prices and quantities are subject to change at any time without prior notice.

We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected. In no case shall LitCoat, Lyttron LLC, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement

costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SHIPMENTS

Orders are processed/shipped within 7-20 business days or otherwise agreed on. We will ship your product as it becomes available. We will keep you informed of any products that you have ordered that are out-of-stock and unavailable for immediate shipment. Refunds for cancellations prior shipment, are eligible for a credit note only.

Please note: import taxes and customs duties is duty of the “importer” "the buyer" of the products and rates are depending on your location and are explicit not for the seller of the goods. Paying *import taxes and customs duties* is the *duty of the importer, the buyer of the product* is responsible for covering all the duties, *taxes* and levies.

The recipient of an international shipment may be subject to such import taxes, customs duties and fees, which are levied once a shipment reaches the recipient’s country. Additional charges for customs clearance must be fulfilled by the recipient. Buyers are responsible for all customs related fees and charges.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless LitCoat and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys’ fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

Personal Identification Information

We may collect personal identification information from Users in a variety of ways, including, but not limited to, when Users visit our site, register on the site, subscribe to the newsletter, respond to a survey, fill out a form, and in connection with other activities, services, features or resources we make available on our Site. Users may be asked for, as appropriate, name, email address, mailing address, phone number. Users may, however, visit our Site anonymously. We will collect personal identification information from Users only if they voluntarily submit such information to us. Users can always refuse to supply personally identification information, except that it may prevent them from engaging in certain Site related activities.

Non-Personal Identification Information

We may collect non-personal identification information about Users whenever they interact with our Site. Non-personal identification information may include the browser name, the type of computer and technical information about Users means of connection to our Site, such as the operating system and the Internet service providers utilized and other similar information.

Web Browser Cookies

Our Site may use “cookies” to enhance User experience. User’s web browser places cookies on their hard drive for record-keeping purposes and sometimes to track information about them. User may choose to set their web browser to refuse cookies, or to alert you when cookies are being sent. If they do so, note that some parts of the Site may not function properly.

How We Use Collected Information

litcoat.com may collect and use Users personal information for the following purposes:

- To improve customer service

Information you provide helps us respond to your customer service requests and support needs more efficiently.

- To personalize user experience

We may use information in the aggregate to understand how our Users as a group use the services and resources provided on our Site.

- To improve our Site

We may use feedback you provide to improve our products and services.

- To run a promotion, contest, survey or other Site feature

To send Users information they agreed to receive about topics we think will be of interest to them.

- To send periodic emails

We may use the email address to respond to their inquiries, questions, and/or other requests. If User decides to opt-in to our mailing list, they will receive emails that may include company news, updates, related product or service information, etc. If at any time the User would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email.

How We Protect Your Information

We adopt appropriate data collection, storage and processing practices and security measures to protect against unauthorized access, alteration, disclosure or destruction of your personal information, username, password, transaction information and data stored on our Site.

Sharing Your Personal Information

We do not sell, trade, or rent Users personal identification information to others. We may share generic aggregated demographic information not linked to any personal identification information regarding visitors and users with our business partners, trusted affiliates and advertisers for the purposes outlined above. We may use third party service providers to help us operate our business and the Site or administer activities on our behalf, such as sending out newsletters or surveys. We may share your information with these third parties for those limited purposes provided that you have given us your permission.

Third Party Websites

Users may find advertising or other content on our Site that link to the sites and services of our partners, suppliers, advertisers, sponsors, licensors and other third parties. We do not control the content or links that appear on these sites and are not responsible for the practices employed by websites linked to or from our Site. In addition, these sites or services, including their content and links, may be constantly changing. These sites and services may have their own privacy policies and customer service policies. Browsing and interaction on any other website, including websites which have a link to our Site, is subject to that website's own terms and policies.

Advertising

Ads appearing on our site may be delivered to Users by advertising partners, who may set cookies. These cookies allow the ad server to recognize your computer each time they send you an online advertisement to compile non personal identification information about you or others who use your computer. This information allows ad networks to, among other things, deliver targeted advertisements that they believe will be of most interest to you. This privacy policy does not cover the use of cookies by any advertisers.

Google AdSense

Some of the ads may be served by Google. Google's use of the DART cookie enables it to serve ads to Users based on their visit to our Site and other sites on the Internet. DART uses "non personally identifiable information" and does NOT track personal information about you, such as your name, email address, physical address, etc. You may opt out of the use of the DART cookie by visiting the Google ad and content network privacy policy at http://www.google.com/privacy_ads.html.

Notice Regarding Online behavioral Advertising

We allow third party companies to serve ads and/or collect certain anonymous information when you visit our Web site. These companies may use non-personally identifiable information

(e.g. click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to this and other Web sites in order to provide advertisements about goods and services likely to be of greater interest to you. These companies typically use a cookie or third party web beacon to collect this information. To learn more about this behavioural advertising practice visit the NAI at <http://www.networkadvertising.org>. To opt-out of this type of advertising, you can visit <http://www.aboutads.info/choices>.

California Online Privacy Protection Act Compliance

Because we value your privacy we have taken the necessary precautions to be in compliance with the California Online Privacy Protection Act. We therefore will not distribute your personal information to outside parties without your consent.

Compliance With Children's Online Privacy Protection Act

Protecting the privacy of the very young is especially important. For that reason, we never collect or maintain information at our Site from those we actually know are under 13, and no part of our website is structured to attract anyone under 13.

Changes To This Privacy Policy

litcoat.com has the discretion to update this privacy policy at any time. When we do, we will revise the updated date at the bottom of this page. We encourage Users to frequently check this page for any changes to stay informed about how we are helping to protect the personal information we collect. You acknowledge and agree that it is your responsibility to review this privacy policy periodically and become aware of modifications.

Your Acceptance Of These Terms

By using this Site, you signify your acceptance of this privacy policy, comments policy, and terms of service. If you do not agree to this policy, please do not use our Site. Your continued use of the Site following the posting of changes to this policy will be deemed your acceptance of those changes.

Contacting Us

If you have any questions about this Privacy Policy, the practices of this site, or your dealings with this site, please [contact us](#).

This document was last modified on June 1, 2018.