



TERMS AND CONDITIONS

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1) Scope of Application

1.1 These General Terms and Conditions of the company seller Marek Zelenka (hereinafter referred to as "Seller") shall apply to all contracts concluded between a consumer or a trader (hereinafter referred to as "Client") and the Seller relating to all goods and/or services presented in the online shop of the Seller. The inclusion of the Client's own conditions is herewith objected to, unless other terms have been stipulated.

1.2 Regarding the purchase of vouchers, these Terms and Conditions shall apply accordingly, unless expressly agreed otherwise.

1.3 For contracts regarding the delivery of vouchers, these Terms and Conditions shall apply accordingly, unless expressly agreed otherwise.

1.4 A consumer pursuant to these Terms and Conditions is every natural person concluding a legal transaction for a purpose attributed neither to a mainly commercial nor a self-employed occupational activity. A trader pursuant to these Terms and Conditions is any natural or legal person or partnership with legal capacity acting in the performance of a commercial or self-employed occupational activity when concluding a legal transaction.

2) Conclusion of the Contract

2.1 The product descriptions in the Seller's online shop do not constitute binding offers on the part of the Seller, but merely serve the purpose of submitting a binding offer by the Client.

2.2 The Client may submit the offer via the online order form integrated into the Seller's online shop. In doing so, after having placed the selected goods and/or services in the virtual basket and passed through the ordering process, and by clicking the button finalizing the order process, the Client submits a legally binding offer of contract with regard to the goods and/or services contained in the shopping cart.

2.3 The Seller may accept the Client's offer within five days,

by transferring a written order confirmation or an order conformation in written form (fax or e-mail); insofar receipt of order confirmation by the Client is decisive, or
by delivering ordered goods to the Client; insofar receipt of goods by the customer is decisive, or
by requesting the Client to pay after he placed his order.

Provided that several of the aforementioned alternatives apply, the contract shall be concluded at the time when one of the aforementioned alternatives firstly occurs. Should the Seller not accept the Client's offer within the aforementioned period of time, this shall be deemed as rejecting the offer with the effect that the Client is no longer bound by his statement of intent.

2.4 If the Client chooses "PayPal Express" when placing his order, payment processing is handled by the payment service provider PayPal (Europe) S.a.r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter referred to as "PayPal"). The PayPal terms of use will apply which can be viewed at: https://www.paypal.com/ie/webapps/mpp/ua/servicedescription-full?locale.x=en_IE. In case the Client has no PayPal account the conditions for payments without PayPal account will apply which can be viewed at: https://www.paypal.com/ie/webapps/mpp/ua/legalhub-full?locale.x=en_US. If the Client chooses "PayPal Express" as payment method, he initiates also makes also a payment order to PayPal his payment service provider by clicking the button finalizing the order process. In this case, For this eventuality, in deviation of section 2.3, the Seller hereby declares his acceptance of the Client's offer already at the timemoment when the Client initiates the payment transaction by clicking the button finalizing the ordering process.

2.5 The period for acceptance of the offer shall start on the day after the Client has sent the offer and ends on expiry of the fifth day following the sending of the offer.

2.6 In case of an order via the Seller's online order form, the text of the contract will be stored by the Seller and will be sent to the Client in writing including these Terms and Conditions (for example via e-mail, fax or letter) after the Client has submitted his order. In addition, the text of the contract will be stored on the Seller's website and can be found by the Client via the password-protected customer account by entering the respective login information, provided that the Client has created a customer account in the Seller's online shop prior to submitting his order.

2.7 The Client can correct all the data entered via the usual keyboard and mouse function prior to submitting his binding order via the Seller's online order form. In addition, prior to submitting a binding order, all data entered will be once again displayed in a confirmation window and can be corrected here as well, via the usual keyboard and mouse function.

2.8 The German and the English language are exclusively available for the conclusion of the contract.

2.9 Order processing and contacting usually takes place via e-mail and automated order processing. It is the Client's responsibility to ensure that the e-mail address he provides for the order processing is accurate so that e-mails sent by the Seller can be received at this address. Particularly, it is the Client's responsibility, if SPAM filters are used, to ensure that all e-mails sent by the Seller or by third parties commissioned by the Seller with the order processing can be delivered.

3) Right to Cancel

3.1 Consumers are entitled to the right to cancel.

3.2 Detailed informations about the right to cancel are provided in the Seller's instruction on cancellation.

3.3 The right to cancel does not apply to consumers, who were no nationals of a member state of the European Union at the time of concluding the contract und whose exclusive domicile and delivery address were located outside of the European Union at the time of concluding the contract.

4) Prices and Payment Conditions

4.1 Payment can be made using one of the methods mentioned in the Seller's online shop.

4.2 In case of delivery to countries outside the European Union, additional costs may incur in individual cases for which the Seller is not responsible and which have to be borne by the Client. This includes for example transfer fees charged by banking institutes (transfer charges, exchange fees) or import duties or taxes (customs). Such costs regarding money transfer may also incur, if delivery is not made in a country outside the European Union and the Client carries out the payment from a country outside the European Union.

4.3 If prepayment has been agreed upon, payment shall be due immediately upon conclusion of the contract.

4.4 When choosing one of the payment methods offered by "PayPal" , the handling of payments is done via the payment service provider PayPal (Europe) S.a.r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449, subject to the conditions of use which can be viewed at https://www.paypal.com/ie/webapps/mpp/ua/legalhub-full?locale.x=en_US, or, in case the Client does not have a PayPal account, subject to the conditions for payments without a PayPal account, which can be viewed at https://www.paypal.com/ie/webapps/mpp/ua/legalhub-full?locale.x=en_US

5) Shipment and Delivery Conditions

5.1 Goods are generally delivered on dispatch route and to the delivery address indicated by the Client, unless agreed otherwise. During the processing of the transaction, the delivery address indicated in the Seller's order processing is decisive. However, in case the Client selects the payment method PayPal, the delivery address deposited with PayPal at the date of payment shall be decisive.

5.2 Should the assigned transport company return the goods to the Seller, because delivery to the Client was not possible, the Client bears the costs for the unsuccessful dispatch. This shall not apply, if the Client exercises his right to cancel effectively, if the delivery cannot be made due to circumstances beyond the Client's control or if he has been temporarily impeded to receive the offered service, unless the Seller has notified the Client about the service for a reasonable time in advance.

5.3 Personal collection is not possible for logistical reasons.

5.4 Vouchers will be provided to the Client as follows:

- by e-mail

6) Reservation of Proprietary Rights

If the Seller provides advance deliveries, he retains title of ownership to the delivered goods until the purchase price owed has been paid in full.

7) Warranty

7.1 Should the object of purchase be deficient, statutory provisions shall apply.

7.2 The Client is asked to notify any obvious transport damages to the forwarding agent and to inform the Seller accordingly. Should the Client fail to comply therewith, this shall not affect his statutory or contractual claims for defects.

8) Exemption in case of violation of third-party rights

If ,apart from delivering the goods, the contract obliges the Seller to process those goods according to specifications defined by the Client, the Client has to ensure that contents made available to the Seller for purposes of processing do not violate third-party rights (for example copyrights and trademark rights). The Client shall indemnify the Seller from claims of third parties asserted against the Seller in connection with the violation of their rights by the Seller's contractual use of the Client's contents. The Client will meet any reasonable costs of necessary legal defense including all court and lawyer's fees according to the statutory rate. This shall not apply, if the Client is not responsible for the violation of rights. In case claims are asserted against the Seller, the Client shall be obliged to furnish the Seller promptly, truthfully and completely with all information that is necessary for the verification of the claims asserted and for a corresponding legal defense.

9) Redemption of campaign vouchers

9.1 Vouchers which are issued by the Seller free of charge, for a specific period of validity in the context of promotional activities and which cannot be purchased by the Client (hereinafter referred to as "campaign vouchers") can only be redeemed in the Seller's online shop and only within the indicated time period.

9.2 Individual products may be excluded from the voucher campaign, if such a restriction results from the conditions of the campaign voucher.

9.3 Campaign vouchers can only be redeemed prior to the conclusion of the order procedure. Subsequent offsetting is not possible.

9.4 Only one campaign voucher can be redeemed per order.

9.5 The goods value should meet at least the amount of the campaign voucher. The Seller will not refund remaining assets.

9.6 If the value of the campaign voucher is not enough for the order, the Client may choose one of the remaining payment methods offered by the Seller to pay the difference.

9.7 The campaign voucher credit will not be redeemed in cash and is not subject to any interest.

9.8 The campaign voucher will not be redeemed, if the Client, in the context of his legal right to cancel, returns goods paid fully or partially by a campaign voucher.

9.9 The campaign voucher is transferable. The Seller may render performance with discharging effect to the respective owner who redeems the campaign voucher in the Seller's online shop. This does not apply, if the Seller has knowledge or grossly negligent ignorance of the non-entitlement, legal incapacity or of the missing right of representation regarding the respective owner.

10) Redemption of gift vouchers

10.1 Vouchers which can be purchased via the Seller's online shop (hereinafter referred to as "gift vouchers") can only be redeemed in the Seller's online shop.

10.2 Gift vouchers and remaining assets of gift voucher can be redeemed by the end of the third year following the year of the gift voucher purchase. Remaining assets will be credited to the Client's voucher account.

10.3 Gift vouchers can only be redeemed prior to the conclusion of the order procedure. Subsequent offsetting is not possible.

10.4 Only one gift voucher can be redeemed per order.

10.5 Gift vouchers can only be used for the purchase of goods and not for the purchase of other gift vouchers.

10.6 If the value of the gift voucher is not enough for the order, the Client may choose one of the remaining payment methods offered by the Seller to pay the difference.

10.7 The gift voucher credit will not be redeemed in cash and is not subject to any interest.

10.8 The gift voucher is transferable. The Seller may render performance with discharging effect to the respective owner who redeems the gift voucher in the Seller's online shop. This does not apply, if the Seller has knowledge or grossly negligent ignorance of the non-entitlement, legal incapacity or of the missing right of representation regarding the respective owner.

11) Applicable Law

Furthermore, this choice of law regarding the right to cancel does not apply to consumers, who are not nationals of a member state of the European Union at the time of concluding the contract and whose exclusive domicile and delivery address is located outside of the European Union at the time of concluding the contract.

12) Code of conduct

12.1 The Seller meets the Google certified trader principles, which can be viewed at <https://support.google.com/trustedstoresmerchant/answer/6063058?p=guidelines&rd=1>

12.2 The Seller meets the IITR GmbH – Institut für IT-Recht- privacy policy codex, which can be viewed at: <https://www.iitr.de/informationen/codex.html>.

13) Information about online dispute resolution

The EU Commission provides on its website the following link to the ODR platform: <http://ec.europa.eu/consumers/odr>.

This platform shall be a point of entry for out-of-court resolutions of disputes arising from online sales and service contracts concluded between consumers and traders.