

TERMS AND CONDITIONS

SELUPA CORP. s.r.o.

Registered office: Pod Svatým Janem 30, 669 04 Znojmo

Company ID: 19406657

VAT ID: CZ19406657

Contact information:

email: eshop@allstarshop.cz

Bank details – CZK

Account number: 2902580680 / 2010

IBAN: CZ31 2010 0000 0029 0258 0680

BIC/SWIFT: FIOBCZPPXXX

Currency: CZK

Bank details – EUR

Account number: 2502580681 / 2010

IBAN: CZ22 2010 0000 0025 0258 0681

BIC/SWIFT: FIOBCZPPXXX

Currency: EUR

Bank details - GBP

Account number: 2003074215 / 2010

IBAN: CZ50 2010 0000 0020 0307 4215

BIC/SWIFT: FIOBCZPPXXX

Currency: GBP

Bank details - PLN

Account number: 2302961412 / 2010

IBAN: CZ63 2010 0000 0023 0296 1412

BIC/SWIFT: FIOBCZPPXXX

Currency: PLN

Bank details - HUF

Account number: 2902961416 / 2010

IBAN: CZ25 2010 0000 0029 0296 1416

BIC/SWIFT: FIOBCZPPXXX

Currency: HUF

I. Introductory Provisions

1. These Terms and Conditions apply to purchases made in the online store www.allstarshop.cz. The Terms and Conditions further specify the rights and obligations of the seller and the buyer.
2. These Terms and Conditions are intended exclusively for online sales of goods to consumers and form an integral part of each individual purchase contract concluded between the seller and the buyer.
3. Definitions:
4. a) Buyer:

According to the applicable legal regulation, a distinction is made between a buyer who is a consumer and a buyer who is not a consumer. A consumer (hereinafter referred to as "buyer" or "consumer") is a person who, when concluding and performing a contract, does not act within the scope of their business or other entrepreneurial activity. A buyer who is not a consumer is an entrepreneur. An entrepreneur is any person who enters into contracts within the scope of their business activity or in the course of their independent professional practice, or a person acting on behalf of or for the account of an entrepreneur. For buyers in the position of an entrepreneur, these Terms and Conditions apply only to the extent relevant to them, and their relationship is further governed by the Civil Code (hereinafter referred to as "buyer").

1. b) Seller:

For the purposes of these Terms and Conditions, the seller is understood to be an entrepreneur who, unlike the buyer, concludes and performs the contract within the scope of their business activity or independent professional practice (hereinafter referred to as "seller").

1. c) Civil Code:

Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as "Civil Code").

4. The seller is represented by:

company

SELUPA CORP. s.r.o.

Registered office: Pod Svatým Janem 842/30, Přímětice, 669 04 Znojmo

Company ID:19406657

VAT ID: CZ19406657

Registered in the Commercial Register, Section C, Insert No. 134443, maintained by the Regional Court in Brno.

Email: eshop@allstarshop.cz

5. The seller is not bound by any codes of conduct in relation to the buyer within the meaning of Section 1820 (1)(n) of the Civil Code.
6. The seller does not provide after-sales service.

II.

Basic Information

1. Information about the purchased goods is available for each individual product. The information about the goods and their price provided by the seller is binding, except in the case of an obvious error. Prices listed in the online store are final and include all taxes and fees. In accordance with the special VAT scheme under Section 90 of Act No. 235/2004 Coll. on Value Added Tax, VAT is not itemized on invoices and cannot be claimed for deduction.
2. The cost of using remote communication means does not differ from the basic rate paid by the buyer for the use of such means.
3. The seller accepts the following payment methods:
 4. a) Online payment by card – Free of charge
 5. b) Bank transfer – Free of charge
 6. c) Cash on delivery – 59 CZK / 2.4 EUR
 7. d) Google Pay / Apple Pay – Free of charge
8. Acceptance of an offer with an amendment or deviation is not considered acceptance of the offer.
9. Confirmation of the content of a contract concluded in a form other than in writing, which shows deviations from the actual agreed content of the contract, has no legal effect.

10. Receipt of unsolicited performance by the buyer does not constitute acceptance of an offer.
11. If the seller provides access to reviews of sold goods made by other buyers, the seller ensures and verifies the authenticity of such reviews by linking buyer reviews to specific orders, thereby being able to verify and prove that the review originates from a real buyer. The seller will inform the buyer on the e-shop website about the specific method of review verification.
12. The photographs displayed on the store's website correspond to the goods being sold.
13. The seller makes product user manuals available electronically on the e-shop website for each product, as well as on the product packaging.

III.

Special VAT Regime and Invoicing

1. The seller sells goods under the special VAT regime pursuant to Section 90 of Act No. 235/2004 Coll., on Value Added Tax.
2. Invoices issued by the seller do not include itemized VAT. The invoice contains only the following notice: "Special VAT regime pursuant to Section 90 of the VAT Act. VAT cannot be deducted."
3. The buyer cannot deduct VAT from the invoice or request its refund.
4. Prices listed in the online store are final and include all fees and taxes.
5. This regime applies to all buyers, including both businesses and private individuals.

IV.

Ordering and Delivery of Goods

1. The purchase contract between the buyer and the seller can be concluded only in the Czech language.
2. To conclude the contract, the buyer must create an order on the seller's e-shop. The order can be created as follows:
3. After selecting goods on the seller's e-shop, where all legally required information about the purchased goods is provided, the buyer marks the selected goods they are interested in by clicking the "Add to Cart" button. Information about the price of goods, shipping cost and method, and payment method will be displayed during the order process. The total price will be shown in the summary before submitting the order, according to the selected goods, delivery method, and payment option. During the order process, the buyer provides their identification and contact details.
4. The order can be changed, supplemented, and checked until it is completed. After review and confirmation of acknowledgment and agreement with these Terms and Conditions, the order can be completed by clicking the "Order with Obligation to Pay" button.
5. By completing the order through a binding confirmation, the buyer expressly undertakes to pay for the goods.
6. The seller will confirm the order to the buyer by email as soon as possible after it has been received. The order confirmation will include a summary of the order and these

Terms and Conditions as valid on the date of the order, which form an integral part of the purchase contract.

7. The seller shall issue to the buyer a confirmation of the concluded contract in text form within a reasonable time after its conclusion, but no later than at the time of delivery of the goods.
8. The seller shall dispatch the complete goods to the buyer without undue delay, no later than within 5 days after confirming the order, so that the goods are delivered to the buyer no later than within 30 days, unless a different delivery period is stated for the specific goods. If the product is marked as "in stock", the seller shall ship it no later than within two business days. The buyer is obliged to accept the goods and pay the purchase price and any applicable shipping costs.
9. Upon receipt of the goods from the carrier, the buyer is obliged to check the integrity of the packaging and, in case of any defects, immediately notify the carrier. If the buyer finds that the packaging has been tampered with or damaged in a way indicating unauthorized interference with the shipment, the buyer is advised not to accept the shipment and to fill out a damage report. By signing the delivery note, the buyer confirms that the packaging of the shipment containing the goods was intact.
10. The seller issues and sends the invoice immediately after receiving payment for the order. For cash-on-delivery payments, the invoice is issued when the goods are dispatched. The invoice is issued in accordance with the special VAT regime under Section 90 of the VAT Act and does not include itemized VAT. The following statement appears on the invoice:

„Special VAT regime pursuant to Section 90 of the VAT Act. VAT cannot be deducted.“

If the customer fails to collect a cash-on-delivery shipment, the seller issues a credit note, and the invoice thus becomes invalid.

11. Delivery of goods is provided by shipping companies, specifically: Zásilkovna
 - **Zásilkovna:**
 - Zásilkovna home delivery within the Czech Republic – 119 CZK
 - Zásilkovna home delivery within Slovakia – 5.33 EUR
 - Zásilkovna pick-up points and boxes within the Czech Republic – 89 CZK (if the order value is lower than 5,000 CZK), Free of charge (if the order value exceeds 5,000 CZK)
 - Zásilkovna pick-up points and boxes within Slovakia – 3.74 EUR (if the order value is lower than 202.39 EUR), Free of charge (if the order value exceeds 202.39 EUR)
12. Ownership rights to the goods transfer to the buyer after payment and receipt of the goods.
13. The risk of damage to the goods passes to the buyer at the moment of receipt of the goods. In case the buyer fails to collect the goods, except for refusal due to visible damage upon delivery, the risk of damage passes to the buyer at the moment they

had the opportunity to take possession of the goods but failed to do so for reasons attributable to them.

14. If the buyer fails to collect the goods within the agreed time in breach of their obligation, they are required to pay the seller a storage fee of 10 CZK per day of delay, up to a maximum of 500 CZK. After duly notifying the buyer by email and granting a reasonable additional period for collection, the seller is entitled to sell the goods in an appropriate manner. The seller may offset the costs of storage and failed delivery due to the buyer's lack of cooperation against the proceeds from the sale of the goods.
15. If the buyer fails to collect the goods, the seller is entitled to charge an additional delivery fee for repeated shipping at the buyer's request.
16. Goods are delivered within the Czech Republic, Slovakia, Belgium, Bulgaria, Denmark, Estonia, Finland, France, Croatia, Italy, Lithuania, Latvia, Luxembourg, Hungary, Germany, the Netherlands, Poland, Portugal, Austria, Romania, Greece, Slovenia, Spain, and Sweden.

V.

Order Cancellation and Withdrawal from the Contract

1. The buyer may withdraw from the contract by any unambiguous statement made to the seller within 14 days from the date of receipt of the goods or the last item of goods (if multiple items ordered under one order are delivered separately), part, or portion of delivery (if the goods consist of several parts or items), or from the first delivery of regularly or repeatedly delivered goods, regardless of the method of receipt or payment. This period is intended to allow the buyer to become acquainted with the nature, characteristics, and functionality of the goods to a reasonable extent.
2. The buyer may withdraw from the contract at any time after its conclusion and before delivery of the goods.
3. The buyer shall send or deliver the notice of withdrawal to the seller within the 14-day period. The buyer is not obliged to state the reason for withdrawal. For easier communication, it is advisable to include in the withdrawal notice the date of purchase or contract/invoice number, bank account details, and the preferred method of returning the goods.
4. The seller must refund the buyer an amount corresponding to the full price of the goods and the paid delivery costs without undue delay, no later than 14 days from the withdrawal from the contract, and in the same manner in which the payment was originally made by the buyer. If the goods were delivered free of charge, the buyer is not entitled to a refund of the shipping costs. Within the same period, the buyer must send or deliver the purchased goods back to the seller, unless the seller has offered to collect the goods personally. The goods should be returned to the seller (not via cash on delivery), complete and preferably in the original packaging. The buyer is liable for any decrease in the value of the goods resulting from handling the goods in a way other than what is necessary to determine their nature, characteristics, and functionality. The cost of returning the goods is borne by the buyer.
5. The buyer is required to pay a fee of 2,43 Euro for the shipment of the returned goods back to the seller. This fee will be deducted from the refund issued to the buyer upon withdrawal from the contract.

6. The seller is not obliged to refund the received payment before receiving the returned goods or before the buyer proves that the goods have been dispatched back to the seller.
7. If the value of the returned goods has decreased as a result of handling them in a manner other than necessary to determine their nature, properties, and functionality, the seller is entitled to claim compensation for such loss in value and offset it against the refund amount.
8. The buyer cannot withdraw from the contract for the following:
9. a) The supply of services, once they have been fully provided; in the case of paid services, only if performance began with the consumer's prior explicit consent before the expiry of the withdrawal period and the consumer was informed that the right to withdraw would be lost upon full performance.
10. b) The supply of goods or services whose price depends on fluctuations in the financial market beyond the entrepreneur's control and which may occur during the withdrawal period.
11. c) The supply of alcoholic beverages, the price of which was agreed at the time of contract conclusion, with delivery possible only after thirty days, and whose actual value depends on market fluctuations beyond the entrepreneur's control.
12. d) The supply of goods made to the consumer's specifications or clearly personalized.
13. e) The supply of goods that are perishable or have a short shelf life, as well as goods that, after delivery, were irreversibly mixed with other goods due to their nature.
14. f) Urgent repair or maintenance carried out at the consumer's explicit request at their premises; this does not apply to additional repairs or goods not requested by the consumer.
15. g) The supply of sealed goods which, for health or hygiene reasons, are not suitable for return once unsealed by the consumer.
16. h) The supply of sealed audio or video recordings or computer software that has been unsealed by the consumer.
17. i) The supply of newspapers, periodicals, or magazines, except for subscription contracts for their delivery.
18. j) The provision of accommodation, transport of goods, vehicle rental, catering, or leisure services, where the contract stipulates a specific date or period of performance.
19. k) Contracts concluded at a public auction under another legal regulation, where the consumer may be physically present.
20. l) The supply of digital content not supplied on a tangible medium, once performance has begun; in the case of paid content, only if performance began with the consumer's prior explicit consent before the expiry of the withdrawal period, the consumer was informed that this would forfeit the right to withdraw, and the trader provided confirmation in accordance with Sections 1824a(1)–(2) or 1828(3)–(4) of the Civil Code.
21. A sample Withdrawal Form is available here – Withdrawal from Contract (Form) – <https://www.allstarshop.cz/en/product-return/>
22. The seller is entitled to withdraw from the purchase contract in the event of the buyer's breach of contractual obligations, including these Terms and Conditions (in particular, the buyer's delay in payment or in collecting the goods). In such a case, the seller is entitled to claim compensation for damages and losses.

23. The seller is also entitled to withdraw from the contract at any time before delivery of the goods if, due to third-party reasons, they are objectively unable to deliver the goods to the buyer within a reasonable time, or if it becomes apparent that the buyer has breached a previously concluded contract with the seller.
24. The seller further notifies the buyer that the contract is not concluded if there are legitimate doubts about the buyer's true identity or in the event of obvious errors in the information provided about the goods or their price.
25. If a gift is provided to the buyer together with the goods, the gift agreement between the seller and the buyer is concluded with a resolutive condition that if the buyer withdraws from the purchase contract under this clause, the gift agreement ceases to be valid, and the buyer is obliged to return the provided gift together with the goods.
26. If the buyer unjustifiably withdraws from the purchase contract and still sends the goods to the seller, the goods will not be accepted or will be returned to the consumer at their expense.
27. Order cancellation before shipment:

The buyer is entitled to cancel (revoke) their order at any time after placing it, up until the moment of shipment. If the order is canceled within 30 minutes of being placed, it will be canceled without any costs, and the full payment will be refunded within 3 business days of cancellation. If the buyer cancels the order later than 30 minutes after its creation and the seller has already started processing it (e.g., securing the goods, packaging, etc.), the seller is entitled to charge a one-time handling fee of 150 CZK, which will be deducted from the refund issued to the buyer.

VI.

Rights and Obligations Arising from Defective Performance

1. If the goods, at the time of receipt, have defects (for example, they do not correspond to the agreed description, type, quantity, quality, functionality, compatibility, interoperability, or other agreed characteristics; are not suitable for the purpose for which the buyer requires them and which the seller has agreed to; are not delivered with the agreed accessories or instructions for use, including assembly or installation manuals; are not suitable for the usual or agreed purpose; do not correspond in quantity, quality, durability, functionality, compatibility, and safety to what the buyer could reasonably expect, taking into account public statements made by the seller or another person in the same contractual chain, especially in advertising or labelling; are incomplete, i.e., not supplied with accessories including packaging, assembly instructions, or other documents that the buyer could reasonably expect; or otherwise fail to meet statutory, contractual, or pre-contractual parameters), the goods shall be considered defective, and the seller is liable for such defects.
2. Liability for defects under Section 2161(2) of the Civil Code does not apply if the seller explicitly informed the buyer before the conclusion of the contract that a certain feature of the goods differs and the buyer expressly agreed to this when concluding the contract.
3. The buyer may notify the seller of a defect no later than two years from the date of receipt of the goods and exercise the right to have the defect remedied free of charge, either by repair or by delivery of new goods without defects, according to

their choice — unless the selected method is impossible or disproportionately costly compared to the other. This shall be assessed in particular with regard to the significance of the defect, the value the goods would have without the defect, and whether the defect can be removed by another method without significant inconvenience to the buyer.

4. The seller may refuse to remove the defect (either by repair or replacement) if it is impossible or disproportionately costly, particularly in view of the significance of the defect and the value the goods would have without the defect. In such a case, if the defect is legitimate, the buyer has the right to demand an appropriate discount on the purchase price or, if the defect is not minor, the right to withdraw from the contract.
5. When purchasing used goods, the seller may shorten the period for exercising rights arising from defective performance to one year from the date of receipt.
6. If a defect manifests itself within one year from the date of receipt, it is presumed that the goods were defective at the time of receipt, unless the nature of the goods or the defect excludes this. This period does not run during the time the buyer cannot use the goods due to a legitimately raised defect.
7. The buyer is not entitled to rights from defective performance if they caused the defect themselves. Normal wear and tear resulting from ordinary use does not constitute a defect.
8. For used goods, the seller is not liable for defects corresponding to the degree of previous use or wear.
9. The seller is responsible for defects within the period of usability stated in the advertisement, on the product packaging, or in the attached manual. The seller is also liable for defects caused by incorrect assembly or installation if performed by the seller or under their responsibility. This also applies if the assembly or installation was carried out by the buyer and the defect occurred as a result of a deficiency in the instructions provided by the seller.
10. If a defect recurs or is substantial, the buyer may exercise the right to an appropriate discount on the purchase price or withdraw from the contract. The buyer, however, cannot withdraw from the contract if the defect is minor.
11. **Claims Concerning Disputed Product Defects and the Procedure for Returning Claimed Goods**

1. Returning the Claimed Goods:

The buyer may use a special return code provided by the seller. This code enables convenient shipment of the claimed goods via the seller's contracted carrier.

Shipping fees:

The buyer shall pay a shipping fee of 2,43 Eur for returning the claimed goods to the seller and a return delivery fee of 3,25 Eur. These fees will be charged regardless of the outcome of the claim (i.e., whether the claim is accepted or rejected). The fee will be deducted from the refund amount or charged separately.

2. Assessment of the Defect:

If it is not clear whether the defect arose from a manufacturing fault or improper

handling by the buyer, the defect may be assessed by an expert opinion.

Costs of the Expert Opinion:

The cost of the expert assessment shall be borne by the party responsible for the defect:

- If the assessment confirms a manufacturing defect, the cost is borne by the seller.
- If the assessment proves that the defect resulted from improper handling by the buyer, the cost is borne by the buyer.

3. Repair of Goods at the Buyer's Expense:

If the claim is rejected, the seller may offer to repair the goods at the buyer's expense. The price of the repair will be determined individually, and the buyer must agree to it before the repair begins.

VII.

Complaint Handling Procedure

1. The buyer should file a complaint with the seller or a person authorized to perform repairs without undue delay after discovering a defect. When submitting a complaint, the buyer shall provide their contact details, a description of the defect, and the preferred method of complaint resolution.
2. A complaint form is available for download here:
<https://www.allstarshop.cz/en/product-complaint/>
3. If the seller operates a physical business location, they shall ensure the presence of an employee authorized to handle complaints during all business hours.
4. The buyer is required to prove the purchase of the goods (preferably by presenting the proof of purchase). The period for handling the complaint begins from the moment the complaint is submitted (notified). The buyer shall hand over or deliver the goods to the seller or to the place designated for repair simultaneously with or immediately after submitting the complaint. The goods should be properly packaged for transport to avoid damage, and should be clean and complete.
5. Upon receipt of the complaint, the seller shall issue a written confirmation to the buyer indicating the date the complaint was filed, its content, the requested method of resolution, and the buyer's contact information for communication regarding the complaint outcome. This obligation also applies to third parties authorized to perform repairs.
6. The seller shall remove the defect within a reasonable time after it has been reported, in such a way that does not cause significant inconvenience to the buyer, taking into account the nature of the goods and the purpose for which the buyer purchased them. The seller shall handle the complaint, including removal of the defect, and inform the buyer of the result via the provided contact details no later than 30 days after submission, unless a longer period is agreed in writing with the

buyer. If the seller does not resolve the complaint, including notification of its resolution, within this period, the buyer is entitled to withdraw from the contract or request a reasonable discount on the purchase price.

7. The time limit for complaint handling is suspended if the seller has not received from the buyer the documentation objectively necessary for proper assessment of the complaint (e.g., parts of the goods, supplementary materials, etc.). The seller must request the missing documentation from the buyer as soon as possible, and the time limit is suspended until the requested materials are provided.
8. If the seller refuses to remove a defect or fails to do so in accordance with Section 2170(1) and (2) of the Civil Code, or if it is apparent from the seller's statement or the circumstances that the defect will not be removed within a reasonable time or without significant inconvenience to the buyer, the buyer may demand a reasonable discount on the purchase price or withdraw from the contract. The buyer, however, cannot withdraw from the contract if the defect is minor; it is presumed that the defect is not minor.
9. The period for exercising rights arising from defective performance is extended by the duration during which the buyer could not use the goods due to a legitimate complaint.
10. Shipping Costs Related to the Complaint Process:

The buyer shall cover the following shipping costs related to the transport of claimed goods:

- Fee for sending the goods to the seller: 2,43 Eur
- Fee for returning the goods to the buyer: 3,25 Eur These fees will be deducted from the refunded amount or charged separately if the complaint is not accepted.

11. Once the buyer has exercised one of the rights arising from defective performance (for example, the right to have a defect remedied or a discount), they are bound by this choice and may not change it unless agreed otherwise with the authorized complaint-handling employee — unless the buyer has requested a repair of a defect that later proves to be irreparable.
12. In the case of a justified complaint, the buyer is entitled to reimbursement of reasonable expenses incurred in connection with the complaint.
13. The seller shall send the buyer confirmation of the date and method of complaint resolution to the email address provided when submitting the complaint or via another contact channel. The confirmation shall include details of the repair, its duration, or a written justification for complaint rejection. This obligation also applies to other persons authorized to perform the repair. The seller shall also specify the time limit for collecting the claimed goods.
14. If the buyer fails to collect the claimed goods within the period specified by the seller, the seller is entitled to charge a reasonable storage fee or to sell the goods on behalf of the buyer. Before taking such action, the seller must notify the buyer in advance and provide an additional reasonable period for collection of the goods.

VIII.

Personal Data Protection

1. The buyer acknowledges that, for the purposes of concluding the purchase contract, fulfilling it subsequently (processing the order, ensuring dispatch and delivery of goods), and handling any rights arising from defective performance (complaints), the data controller shall process and store the buyer's personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council — the General Data Protection Regulation (GDPR) — to the following extent: name, surname, address, email, phone number, payment details, and for business customers also company identification number (IČ), VAT number (DIČ), registered office, and, where applicable, company name. Detailed information regarding the protection of personal data is available at the following link: [PRIVACY POLICY](#)

IX.

Dispute Resolution

1. Out-of-court settlement of consumer complaints is provided by the seller via the seller's electronic contact address listed above. The seller shall send information about the resolution of the buyer's complaint to the buyer's electronic address. If no agreement is reached between the buyer and the seller, the buyer may submit a proposal for out-of-court dispute resolution to the designated body for the out-of-court settlement of consumer disputes.
2. Under Act No. 634/1992 Coll., on Consumer Protection, the buyer has the right to an out-of-court settlement of a dispute arising from a consumer contract. The competent authority for out-of-court dispute resolution is the Czech Trade Inspection Authority (Česká obchodní inspekce). Further information is available on the website: www.coi.cz.
3. Out-of-court settlement of consumer disputes is initiated solely upon the buyer's proposal, and only if the dispute could not be resolved directly with the seller. The proposal may be submitted no later than one year from the date the buyer first exercised the right that is the subject of the dispute with the seller.
4. The buyer also has the right to initiate online dispute resolution via the ODR platform available at:
<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=CS>
5. This procedure does not constitute mediation under Act No. 202/2012 Coll., on Mediation, nor arbitration under Act No. 216/1994 Coll., on Arbitration Proceedings and Enforcement of Arbitration Awards, and its use does not affect the right of either party to bring the matter before a court of law.
6. During the period of negotiations for out-of-court dispute resolution, limitation and preclusive periods under the Civil Code do not run, and shall not begin to run, until one of the parties expressly refuses to continue the negotiations.

X.

Final Provisions

1. All matters not expressly regulated herein shall be governed by Act No. 89/2012 Coll., the Civil Code, Act No. 634/1992 Coll., on Consumer Protection, and other applicable legal regulations, as amended.
2. The contract and any related matters shall be governed by the laws of the Czech Republic.
3. In accordance with Section 7(2) of Act No. 480/2004 Coll., on Certain Information Society Services, as amended, the buyer agrees to receive commercial communications from the seller to the buyer's email address or telephone number.
4. The buyer hereby assumes the risk of a change in circumstances within the meaning of Section 1765(2) of the Civil Code.
5. The buyer may be contacted via their electronic address.
6. Any amendments to these Terms and Conditions other than in mutually agreed written form are excluded. The purchase contract, including these Terms and Conditions, is archived electronically by the seller and is not accessible to the buyer. However, all documents required by law to be in textual form will be sent to the buyer by email, ensuring permanent access to the unaltered content. It is recommended that the buyer save these documents, particularly the order and these Terms and Conditions, for future reference.
7. Articles IV, V, and VI apply only to contractual relationships with buyers in the position of a consumer.

These Terms and Conditions are effective as of 07 February 2025 and replace the previous version dated 06 June 2023.