

## **Terms and Conditions and Customer Information (Allegro.pl)**

### **I. Terms and Conditions**

#### **Section 1 – Basic provisions**

(1) The following Terms and Conditions apply to contracts concluded with us as the provider (**KCC GmbH**) via the online platform **Allegro.pl**. Unless otherwise agreed, we object to the inclusion of any of your own terms and conditions.

(2) A "consumer" within the meaning of the following provisions is any natural person who enters into a legal transaction for purposes that predominantly cannot be attributed to their commercial or self-employed professional activity. An "entrepreneur" is any natural or legal person or a legal partnership who, when concluding a legal transaction, acts in the exercise of their self-employed professional or commercial activity.

#### **Section 2 – Formation of the contract**

(1) The subject matter of the contract is the sale of goods.

(2) The contract is concluded via the online purchasing functions provided by Allegro (e.g. "Buy/Kup teraz", shopping cart/checkout – depending on the listing format). By completing the ordering process via Allegro, you submit a binding contractual declaration. The details result from the listing format and Allegro's checkout process. Purchase contracts concluded via "Kup teraz/Buy" listings are binding.

(3) The processing of the order and the transmission of all information required in connection with the conclusion of the contract take place via Allegro (e.g. order overview, messaging function) and partly automatically by e-mail. You must therefore ensure that the e-mail address stored by you is correct and that receipt of e-mails is technically ensured (e.g. not blocked by spam filters).

#### **Section 3 – Right of retention, retention of title**

(1) You may exercise a right of retention only insofar as it concerns claims arising from the same contractual relationship.

(2) The goods remain our property until the purchase price has been paid in full.

#### **Section 4 – Warranty (statutory rights for defects)**

(1) Statutory warranty rights apply.

(2) If you have been informed by us before submitting your contractual declaration and this has been expressly and separately agreed, the limitation period for defect claims for used goods shall be **one year** from delivery of the goods. This limitation does not apply:

- to damages attributable to us resulting from culpable injury to life, body or health, and in the case of other damages caused intentionally or by gross negligence;
- if we fraudulently concealed the defect or assumed a guarantee for the quality of the goods.

(3) As a consumer, you are requested to check the goods upon delivery for completeness, obvious defects and transport damage and to notify us and the carrier/shipping service provider as soon as possible of any complaints. Failure to do so has no effect on your statutory warranty rights.

(4) If a characteristic of the goods deviates from the objective requirements, such deviation shall be deemed agreed only if you were informed of it by us before submitting your contractual declaration and the deviation was expressly and separately agreed between the contracting parties.

## **Section 5 – Choice of law, place of performance, jurisdiction**

(1) German law shall apply. For consumers, this choice of law applies only insofar as it does not deprive the consumer of the protection afforded by mandatory provisions of the law of the state of the consumer's habitual residence (principle of favourability).

(2) The place of performance for all services arising from our business relationship and the place of jurisdiction shall be our registered office, provided you are not a consumer but a merchant, a legal person under public law, or a special fund under public law. The same applies if you do not have a general place of jurisdiction in Germany or the EU, or if your domicile or habitual residence is unknown at the time legal action is commenced. This does not affect our right to bring an action before another legally competent court.

(3) The provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

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## **II. Customer Information**

### **1. Identity of the seller**

KCC GmbH  
Brunnenweg 19  
64331 Weiterstadt  
Germany  
Phone: +49 6150 9709230  
E-mail (general): [info@somnia24.com](mailto:info@somnia24.com)

**Withdrawal (declaration):** [withdrawal@somnia24.com](mailto:withdrawal@somnia24.com)

### **Alternative dispute resolution:**

We are neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

Note: The EU ODR platform has been discontinued; therefore no ODR link is provided.

### **2. Information on formation of the contract**

The technical steps for concluding the contract, the conclusion of the contract itself and the possibilities for correction are governed by the provisions "Formation of the contract" in our Terms and Conditions (Part I) and by Allegro's checkout process.

### **3. Contract language; storage of the contract text**

3.1. The contract language is German.

3.2. We do not store the full contract text. The order/transaction data is typically available in your Allegro account. Before completing the order, you can print or save the contract data using your browser's print function.

#### **4. Essential characteristics of the goods or services**

The essential characteristics of the goods and/or services can be found in the respective offer/listing.

#### **5. Prices and payment terms**

5.1. The prices stated in the respective offers as well as the shipping costs are total prices. They include all price components including any applicable taxes.

5.2. Shipping costs are not included in the purchase price. They are displayed separately in the offer and/or during the checkout process and must be paid in addition, unless free shipping has been promised.

5.3. Any costs for transferring money (bank transfer fees or exchange rate fees charged by financial institutions) shall be borne by you in cases where delivery is made to an EU Member State but payment is initiated from outside the European Union.

5.4. The payment methods available to you are shown in the offer and/or during the checkout process on Allegro.

5.5. Unless otherwise stated for individual payment methods, payment claims from the concluded contract are due immediately.

#### **6. Delivery conditions**

6.1. Delivery conditions, delivery time and any delivery restrictions can be found in the respective offer and/or in the shipping options on Allegro.

Unless a different period is stated in the respective offer, delivery shall take place within **3–5 days** after conclusion of the contract (in the case of agreed advance payment, only after the time of your payment instruction).

6.2. If you are a consumer, the law provides that the risk of accidental loss and accidental deterioration of the sold item during shipment passes to you only upon delivery of the goods to you, regardless of whether the shipment is insured or uninsured. This does not apply if you independently commissioned a carrier not named by the trader or another person designated to carry out the shipment.

#### **7. Statutory warranty rights**

Warranty rights are governed by the provision "Warranty" in our Terms and Conditions (Part I).

#### **8. Right of withdrawal (consumers)**

Consumers generally have a statutory right of withdrawal. The withdrawal period is **14 days** from the day on which you, or a third party named by you who is not the carrier, has acquired physical possession of the goods.

To exercise the right of withdrawal, an unequivocal statement (e.g. by e-mail) to [withdrawal@somnia24.com](mailto:withdrawal@somnia24.com) is sufficient.

Return arrangements (in particular return address, possible return shipping costs, processing) are governed by statutory provisions and the information provided in the respective offer and/or in Allegro's return process. (On Allegro, returns are typically initiated via the return form; after declaring withdrawal, the goods must generally be sent back within 14 days.)

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