

# TERMS AND CONDITIONS

## Introduction

German Version/Deutsche AGB: <https://slackx.eu/Downloads/>

**These are the terms and conditions on which I supply products to you.**

**Please read these terms carefully before you submit your order to the Seller. These terms tell you who I am, how I will provide products to you, how you and I may change or end the Contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact the Seller to discuss.**

**I am Joshua Leupolz trading under the name “slackX” registered in Germany.**

**The registered office address is: Im Mesnergarten 1,79299 Wittnau, Germany.**

**You can contact the Seller by writing to [info@slackx.eu](mailto:info@slackx.eu).**

**Website: <https://slackx.eu/>**

# 1. INTRODUCTORY PROVISION

## 1.1. Definitions

- 1.1.1. **"Contract"** means the contract between the Seller and the Client for the sale and purchase of the Products in accordance with these Terms;
- 1.1.2. **"Product"** means a product set out in the Order;
- 1.1.3. **"Order"** means the Clients order of the Products submitted by the Client online via the Website or by email
- 1.1.4. **"The Seller"** means Joshua Leupolz trading as "slackX";
- 1.1.5. **"Website"** means the website located at **www.slackX.eu**
- 1.1.6. **"The Client"** means the person who purchases Products from the Seller using the Website.

## 1.2. In these Terms, the following rules apply:

- 1.2.1. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.2. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.2.3. This agreement shall be binding on, and ensure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

## 2. Conclusion of the Contract

- 2.1. The presentation of the products on the website of the Seller does not constitute an offer in the legal sense, but only an invitation to the Client to place an offer in the legal sense.
- 2.2. The Client can submit the offer via the online order form, which is integrated into the Seller's online shop. By clicking the button "submit", the Client submits a legally binding offer of contract with regard to the products selected in the order form. The Client may also submit his offer to the Seller by telephone or e-mail. It is the Client's responsibility to make sure that all the information provided to the Seller is correct.
- 2.3. The Client's Order will only be deemed accepted by the Seller when the Client has paid for the Products, monies received by the Seller and the Products have been dispatched. The Contract between the Seller and Client is formed when the Seller sends the Client an email confirming that the Products have been dispatched.
- 2.4. If the Seller is unable to accept the Client's Order, the Seller will inform the Client about this and will not charge the Client for the Product.
- 2.5. The Products shown for sale on this Website are intended for private, consumer use and the Client must not resell Products or offer them as a commercial enterprise.

## 3. Instructions for cancellation

### 3.1. Right to cancel

- 3.1.1. The Client may cancel a Contract at any time in the first 14 days following the delivery of the Order, without giving any reason.
- 3.1.2. The cancellation period will expire after 14 days from the day on which the Client acquires, or a third party other than the carrier and indicated by the Client acquires, physical possession of the Products.

- 3.1.3. To exercise the right to cancel, the Client must inform the Seller (Joshua Leupolz, Im Mesnergarten 1, 79299 Wittnau, Germany, mobile number: 0049-(0)15120298893, E-Mail: info@slackx.eu) of the Client's decision to cancel this Contract by a clear statement (e.g. a letter sent by post or e-mail).
- 3.1.4. To meet the cancellation deadline, it is sufficient for the Client to send their communication concerning their exercise of the right to cancel before the cancellation period has expired.

## 3.2. Effects of cancellation

- 3.2.1. If the Client cancels this contract, the Seller will reimburse to the Client all payments received from the Client, including the costs of delivery (except for the supplementary costs arising if the Client chooses a type of delivery other than the least expensive type of standard delivery offered by the Seller).
- 3.2.2. The Seller may make a deduction from the reimbursement for loss in value of any Products supplied, if the loss is the result of unnecessary handling by the Client.
- 3.2.3. The Seller will make the reimbursement without undue delay, and not later than 14 days after the day the Seller receives back from the Client any Products supplied, or (if earlier) 14 days after the day the Client provides evidence that the Client has returned the Products.
- 3.2.4. The Seller will make the reimbursement using the same means of payment as the Client used for the initial transaction, unless the Client has expressly agreed otherwise; in any event, the Client will not incur any fees as a result of the reimbursement. The Seller may withhold reimbursement until the Seller has received the Products back or the Client has supplied evidence of having sent back the Products, whichever is the earliest.
- 3.2.5. The Client shall send back the Products or hand them over to the Seller without undue delay and in any event not later than fourteen days from the day on which the Client communicates their cancellation from this Contract to the Seller. The deadline is met if the Client sends back the Products before the period of 14 days has expired.

- 3.2.6. The Client will bear the direct cost of returning the Products.
- 3.2.7. The Client is only liable for any diminished value of the Products resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the Products.
- 3.3. The right to cancel is excluded for contracts for the supply of Products that are made to the Client's specifications or are clearly personalized.
- 3.4. The right to cancel does not apply to consumers, who are not nationals of Germany or of a member state of the European Union at the time of concluding the Contract and whose exclusive domicile and delivery address were located outside of Germany or the European Union at the time of concluding the contract.

## 4. Prices and Payment Conditions

- 4.1. The price of the Product is the price set out on the order form at the time the Client submits the Order.
- 4.2. Delivery costs will be sent per email to the client after submitting the order form.
- 4.3. Payment can be made using one of the methods mentioned in the email sent to the client after submitting the form.
- 4.4. Additional costs may incur for which the Seller is not responsible, these costs have to be borne by the Client. These costs can be for example transfer fees charged by banking institutes, like transfer charges or exchange fees. If the delivery address is outside of Germany or of the European Union also import duties or taxes can incur.

## 5. Shipment and Delivery Conditions

- 5.1. If the Client and the Seller agree on a delivery service and delivery conditions, the Products will be sent to the address indicated by the Client.
- 5.2. Should the assigned transport company return the Products to the Seller, because delivery to the Client was not possible, the Client bears the costs for the unsuccessful dispatch.
- 5.3. If the Client prefers to collect the Products himself, the Seller informs the Client by email that the Products are available for collection. After receiving the email, the Client may collect the Products in consultation with the Seller at the Seller's place of business. In this case shipment costs will not be charged.

## 6. Reservation of Proprietary Rights

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

## 7. Consumer right

- 7.1. The Client must take care of the Products before The Client returns them to the Seller. The Seller may reduce the refund amount if the Client uses the Products, damages them or otherwise does something beyond what is reasonably necessary to examine them and which reduces their resale value.
- 7.2. The Seller warrants that the Products which The Seller supplies are of satisfactory quality and are fit for the purpose for which Products of that nature are commonly supplied.
- 7.3. If the Client returns faulty Products to the Seller, the Seller will inspect the Products and either replace them (where possible) or refund the full purchase price for the Products if the Seller accepts that there is a manufacturing defect or other fault in the Product. If an exact replacement is not possible, The Seller will offer the Client the choice of an alternative similar Product or a refund. It may also be possible for the Seller to carry out a repair in certain circumstances. Please ensure

that it is clear to the Seller that the Client believes the Product to be faulty and that the Client would like a refund, replacement or repair (as applicable).

- 7.4. The Seller will replace the Products or refund the Client provided that the defect or fault is not caused by usual wear and tear, damage caused deliberately or accidentally, the Clients negligence or if the Client fails to follow product instructions or if the Products have been misused, altered or repaired without the Sellers approval. Any refund will also include any delivery charges which the Client has paid and the Clients cost of returning the Products to the Seller. If the Seller doesn't find any fault or defect then the Client is not receiving a refund although this does not affect the Clients legal rights. By law customers have certain rights in respect of Products and services that cannot be excluded, and nothing in these Terms will affect these legal rights.
- 7.5. If the Client believes that Products have a defect then the Client should not make any further use of them before clarifying with the Seller if the Product has a defect or not. Pictures or videos might be enough for the Seller to examine any defects, but the Client might need to send the Product back to the Seller, so that the Seller is able to check the functionality of the Product.
- 7.6. Whenever the Client returns Products to the Seller because the Client believes they are faulty, the Seller asks that Products are returned to the Seller, either by recorded delivery or courier so that the Client has proof of posting. The Seller will not be responsible for Products which are lost or damaged in the post.

## 8. Liability

- 8.1. Nothing in the contract or elsewhere will exclude or limit the Seller's liability for death or personal injury caused by the Seller's negligence or any acts or omissions by the Seller or any liability for fraudulent misrepresentation or fraud or liability which the Seller is responsible for in relation to consumer protection rights or for any other matters which it would be illegal for the Seller to exclude. The Clients legal rights are not affected.
- 8.2. As the Seller is entering a contract with the Client as a consumer, the Seller will not be liable for any business losses that the Client may

suffer as a result of the Seller breaching this contract. For example, the Seller will not be liable for loss of profits or loss of income.

## 9. Applicable Law

- 9.1. The law of the Federal Republic of Germany shall apply to all legal relationships between the parties under exclusion of the laws governing the international purchase of movable goods. For consumers, this choice of law only applies to the extent that the granted protection is not withdrawn by mandatory provisions of the law of the country, in which the consumer has his habitual residence.
- 9.2. With regard to the statutory right of cancellation, this choice of law does not apply to consumers who do not belong to a member state of the European Union at the time of the conclusion of the contract and whose sole place of residence and delivery address are outside the European Union at the time of the conclusion of the contract.

## 10. Alternative dispute resolution

- 10.1. The EU Commission provides on its website the following link to the ODR platform: <https://ec.europa.eu/consumers/odr>. Consumers have the possibility to use this platform to resolve their disputes with traders and find an out-of-court resolution.
- 10.2. The Seller is neither obliged nor prepared to attend a dispute settlement procedure before an alternative dispute resolution entity.