

General terms and conditions

I Applicability of terms and conditions

1. The following terms and conditions apply exclusively to all contracts covering services and shipments provided by

Bytsch Technology UG
Geestbogen 16
24941 Flensburg
Germany

(hereafter: provider)

via the FEELPLEX platform.

2. References to the inclusion of other general terms and conditions, business and purchase conditions are expressly rejected. This also applies if references are made to such inclusions in commercial confirmations.

II Completion of contracts

1. Contracts are exclusively completed in the German language.
2. The presentation of the goods does not represent a binding offer from the provider to complete a contract. The customer is merely invited to provide an offer through their order. All presentations of goods are non-binding and only apply as long as stocks last.
3. By sending off an order and clicking on "order" the customer is submitting a binding order on the completion of a purchase contract for the items contained in their shopping cart.
4. The provider only enters into contractual relations with customers of age. By sending an order, the customer confirms that they are at least 18 years old. They also ensure that all information provided regarding age, name and address are correct. If under age persons submit orders by providing incorrect details or without permission from their guardian, the provider will appeal against the contract due to fraudulent misrepresentation (Section 123 German Civil Code [Bürgerliches Gesetzbuch BGB]). The provider also reserves the right to initiate claims against the client for any costs incurred.
5. The provider will confirm receipt of the order directly via email. The provider will store the contract document and all data that the customer provides at registration. With the email sent to the customer upon receipt of the order, the provider also includes the data stored to process the order and these general terms and conditions. This does not apply if the customer does not provide an email address with the order, or the email address is incorrect. Confirmation of receipt does not constitute acceptance of the order. It merely serves to inform the customer that the provider has received the order.

6. The confirmation of order acceptance only takes place with the confirmation of the commission by the provider, which the provider will send five days after receipt of the order at the latest.

III Shipping area, shipping costs

1. The provider exclusively ships to addresses in Germany. The provider will not ship to parcel stations.
2. The provider states any shipping costs together with the items on offer. The customer is also advised of shipping costs that may apply before the order is completed.

IV Payment methods, refunds

1. During order processing, the customer can choose from the payment methods “advance payment”, “PayPal”, or “PayPlus Plus”. The payment method “advance payment” means customers have to make a bank transfer to the account listed by the provider. “PayPal” and “PayPal Plus” payments are made through the payment system provided by PayPal.
2. If the provider is obliged to make a refund, the refund will be made by bank transfer for payments originally made that way and through PayPal for payments made through PayPal. The customer is obliged to provide bank details for a refund via bank transfer.

V Shipping times, execution times

1. The provider will send the ordered goods immediately – at least within five working days – following receipt of payment.
2. If the goods ordered by the customer should not be ready for shipping within the deadline mentioned under 1, the provider will inform the customer immediately.
3. If the provider is not able to complete the order within the agreed time period due to higher forces, labour disputes, fire, unforeseeable obstacles or other reasons not under the provider's influence, the shipping or performance time will be extended for the duration of the circumstances. This also applies if the provider is experiencing delays before such circumstances occur.
4. If performance is delayed for more than a month, both the provider and the customer have the right to withdraw from the contract without providing any other reason. Any rights beyond this on the part of the customer remain unaffected. The provider will inform the customer immediately of their inability to fulfil orders and in the case of withdrawal from the contract, refund any payments made by the customer immediately.

VI Guarantee, examination duties

1. The provider guarantees the shipped goods in line with the legal requirements. The period of limitation for claims on defective goods is 2 years, which starts from the day the goods are received by the customer. The guarantee does not cover wear and tear or usage.

Defects and damages resulting from the customer disregarding usage and deployment conditions is also not covered by the guarantee. This does not apply if the customer can prove that the defects have not been caused by incorrect use or deployment.

2. In cases of defects, customers can demand that the goods are improved or replaced. If the provider is only able to fulfil a request for improvement or replacement at excessive cost, the customer's claim will be restricted to the other type of rectification. If rectification measures prove unsatisfactory twice, the customer has the right to withdraw from the contract or demand a discount.

If the customer is not a consumer as outlined in Section 13 of the German Civil Code [Bürgerliches Gesetzbuch (BGB)] the following conditions in items 3 and 4 shall apply:

3. In contrast to the conditions outlined under 1, the period of limitation for claims on defective goods is 1 year.
4. Sections 377 and 378 of the German Commercial Code [Handelsgesetzbuch (HGB)] remain unaffected.

VII Limitation of liability

1. In cases of intent or gross negligence, the provider is liable in accordance with the legal provisions.
2. In any other cases, the provider is only liable in accordance with product liability laws for injury to life, limb and health or intentional breach of material contractual obligations (material contractual obligations are those whose fulfilment characterises the contract and on which the customer should be able to rely) or if a defect is intentionally concealed or for which a guarantee for the characteristics of the item to be delivered was provided. Any liability beyond this is excluded.
3. If the customer has a right to claim for damages for non-performance or damages due to the violation of material contractual obligations, this will be limited to the foreseeable damages typical of this type of contract.

VIII Applicable law, dispute resolution, place of performance, court of jurisdiction

1. The applicability of the UN Convention on Contracts for the International Sale of Goods is excluded.
2. The European Commission has an online dispute resolution (ODR) platform that customers can access here: <http://ec.europa.eu/consumers/odr/>.
3. The provider is not prepared or obliged to take part in dispute proceedings before a dispute panel.

If the customer is not a consumer as outlined in Section 13 of the German Civil Code [Bürgerliches Gesetzbuch (BGB)] the following conditions in items 2 and 3 shall apply:

4. For all claims resulting from or in relation to the contract between the customer and the provider, the place of performance is the registered office of the provider.
5. The sole court of jurisdiction for all disputes resulting directly or indirectly from the contract is Flensburg.

Legal notice

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The European Commission has an online dispute resolution (ODR) platform that you can access here: <http://ec.europa.eu/consumers/odr/>.

We are not obliged or prepared to take part in dispute proceedings before a dispute panel.