

General Terms and Conditions and Customer Information

I. General Terms and Conditions

§ 1 Basic Provisions

1. The following terms and conditions apply to all contracts concluded between you as the customer and us as the provider (KCC GmbH) via the website www.somnia24.com
Unless otherwise agreed, any terms and conditions of your own that may conflict with or deviate from these provisions are hereby expressly rejected.
2. A "consumer" within the meaning of the following provisions means any natural person who enters into a legal transaction for purposes that predominantly are outside their trade, business, or profession. An "entrepreneur" is any natural or legal person or partnership with legal capacity who, when entering into a legal transaction, acts in the exercise of its trade or profession.

§ 2 Conclusion of the Contract

1. The subject matter of the contract is the sale of goods.
2. By placing the respective product on our website, we submit a binding offer to conclude a contract via the online shopping cart system under the conditions specified in the item description.
3. The contract is concluded via the online shopping cart system as follows:
Items selected for purchase are placed in the "shopping cart". Via the corresponding button in the navigation bar, you can access the shopping cart at any time and make changes.
After clicking the "Checkout", "Proceed to Order", or similarly named button and entering the required personal data as well as the payment and shipping information, a final order summary will be displayed.

If you choose an instant payment method (e.g., PayPal Express/Plus/Checkout, Amazon Pay, Sofort), you will either be directed to the order overview page in our online shop or to the website of the instant payment provider.

If redirected to such a provider, you make the relevant selections and enter your data there. Afterwards, the order summary will either be displayed on the provider's website or after you are redirected back to our online shop.

Before submitting the order, you may review and amend the information shown in the order summary, or cancel the order entirely (including via the "back" function of your browser).

By submitting the order via the respective button ("order with obligation to pay", "buy" / "buy now", "place binding order", "pay" / "pay now" or similar wording), you make a legally binding declaration of acceptance of our offer, thereby concluding the contract.

4. Order processing and the transmission of all information required in connection with the contract will generally take place by e-mail. You must therefore ensure that the e-mail address you have provided is correct and that receipt of e-mails is technically possible and not hindered by spam filters.

§ 3 Right of Retention, Reservation of Title

1. You may only exercise a right of retention to the extent that it concerns claims arising from the same contractual relationship.
2. The goods remain our property until the purchase price has been paid in full.

§ 4 Warranty

1. Statutory warranty rights apply.
2. If you are informed before submitting your contractual declaration and this is expressly and separately agreed, the limitation period for warranty claims for used goods is one year from delivery. This limitation does not apply to:
 - damages attributable to us resulting from injury to life, body or health, or other damages caused intentionally or with gross negligence;
 - cases in which we have fraudulently concealed a defect or provided a guarantee regarding the condition of the item.
3. Consumers are requested to inspect the goods promptly upon delivery for completeness, obvious defects, and transport damage, and to notify us and the carrier of any complaints as soon as possible. Failure to do so will have no effect on your statutory warranty rights.
4. Where a characteristic of the goods deviates from the objective requirements, such deviation is only deemed agreed if you were expressly informed before submitting your contractual declaration and the deviation was expressly and separately agreed between the contractual parties.

§ 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 mandatory protections granted by the law of the country in which they habitually reside (principle of favourability).
2. The place of performance for all obligations arising from business relationships with us and the courts of our registered office shall be the place of jurisdiction, provided you are not a consumer but a merchant, a legal entity under public law, or a special fund under public law. The same applies if you have no general place of jurisdiction within Germany or the EU, or if your domicile or habitual residence is

unknown at the time proceedings are initiated. The right to bring an action before any other court of competent jurisdiction remains unaffected.

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

II. Customer Information

1. Identity of the Seller

KCC GmbH
Brunnenweg 19
64331 Weiterstadt
Germany
Phone: +49 6150 9709230
E-mail: info@somnia24.com

We are neither willing nor obligated to participate in dispute resolution proceedings before consumer arbitration boards.

2. Information on the Conclusion of the Contract

The technical steps leading to the conclusion of the contract, the conclusion itself, and the correction options follow the provisions set out under "Conclusion of the Contract" in our General Terms and Conditions (Section I).

3. Contract Language, Storage of the Contract Text

3.1. The contract language is German.

3.2. The full contract text is not stored by us. Before submitting your order via the online shopping cart system, you may print or electronically save the contract data using the browser's print function. After we receive your order, the order data, mandatory information for distance contracts, and the General Terms and Conditions will be sent to you again by e-mail.

4. Codes of Conduct

4.1. We have submitted to the Käufersiegel quality criteria of Händlerbund Management AG, available at: <https://www.haendlerbund.de/de/downloads/kaeufersegel/kaeufersegel-zertifizierungskriterien.pdf>

5. Essential Characteristics of the Goods or Services

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

6. Prices and Payment Terms

6.1. The prices indicated in the respective offers as well as the shipping costs represent total prices and include all price components including applicable taxes.

6.2. Shipping costs are not included in the purchase price. They can be accessed via an appropriately labelled button on our website or in the respective offer, are displayed separately during the ordering process, and must be borne by you unless free shipping has been agreed.

6.3. Any costs for monetary transactions (e.g., bank transfer fees or exchange rate charges) must be borne by you in cases where delivery is made to an EU member state but payment originates from outside the European Union.

6.4. The available payment methods are listed under an appropriately labelled button on our website or in the respective offer.

6.5. Unless otherwise stated for the individual payment methods, payment claims arising from the concluded contract become due immediately.

7. Delivery Conditions

7.1. Delivery conditions, delivery times, and any delivery restrictions are listed under an appropriately labelled button on our website or in the respective offer.

7.2. If you are a consumer, the statutory rule applies that the risk of accidental loss or deterioration of the goods passes to you only upon delivery of the goods, regardless of whether the shipment is insured. This does not apply if you have independently commissioned a transport company not named by us or another person designated to perform the shipment.

8. Statutory Warranty Rights

Warranty rights are governed by the provisions under "Warranty" in our General Terms and Conditions (Section I).

These General Terms and Conditions and Customer Information have been prepared by the IT law specialists of Händlerbund and are continuously reviewed for legal compliance. Händlerbund Management AG guarantees the legal certainty of the texts and assumes liability in the event of warning notices. Further information is available at:

<https://www.haendlerbund.de/de/leistungen/rechtssicherheit/agb-service>

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