

# Terms And Conditions

Last updated on February 2, 2024

## 1. Introduction

These Terms and Conditions apply to this website and transactions related to our products and services. You may be bound by additional agreements related to your relationship with us or any products or services you receive from us. If any provisions of the additional contracts conflict with any of the provisions of these Terms, the provisions of those additional contracts will prevail.

## 2. Linking

By registering, accessing or otherwise using this website, you agree to be bound by these Terms and Conditions set forth below.

By using this website, you acknowledge and accept these Terms and Conditions.

In certain particular cases, we may also require you to explicitly agree.

## 3. Electronic communication

By using this website or communicating with us electronically, you agree and acknowledge that we may communicate with you electronically on our website or by sending an e-mail to you. and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement, including but not limited to the requirement that such communications be in writing.

## 4. Intellectual property

We or our licensors own and control all copyright and other intellectual property rights in the Website and the data, information and other resources displayed on or accessible through the Website.

### 4.1 All rights reserved

Unless the specific content dictates otherwise, you are not granted a license or any other rights under copyright, trademark, patent or other intellectual property rights.

This means that you will not use, copy, reproduce, reproduce, perform, display, distribute, incorporate into any electronic medium, modify, reverse engineer, decompile, transfer, download, transmit, monetize, sell, trade or commercialize any resources on this site in any form without our prior written permission, except and only to the extent otherwise provided by mandatory law regulations (such as the right to quote).

## 5. Newsletter

Notwithstanding the above, you may forward our newsletter in electronic form to other people who may be interested in visiting our website.

## 6. Third-party ownership

Our website may include hyperlinks or other references to other parties' websites.

We do not monitor or review the content of other parties' websites that are linked to this website.

Products or services offered by other websites will be subject to the applicable Terms and Conditions of those third parties.

Opinions expressed or materials appearing on these websites are not necessarily shared or endorsed by us.

We will not be responsible for the privacy practices or the content of these sites.

You assume all risks associated with your use of these websites and any related third-party services.

We will not accept any liability for any loss or damage in any way, howsoever caused, resulting from your disclosure.

to third parties of personal information.

## **7. Responsible use**

By visiting our site, you agree to use it only for the purposes intended and permitted by these Terms, any supplemental agreements with us, and applicable laws, regulations, and generally accepted online practices and industry guidelines.

You must not use our website or services to use, publish or distribute any material that consists of (or is linked to) malicious computer software; use data collected from our website for any direct marketing activity; or conduct any systematic or automated data collection activities on or in connection with our website.

Engaging in any activity that causes or may cause damage to the Website or interferes with the performance, availability or accessibility of the Website is strictly prohibited.

## **8. Register**

You can register for an account on our website.

During this process, you may be asked to choose a password.

You are responsible for maintaining the confidentiality of your passwords and account information, and you agree not to share your passwords, account information, or secure access to our site or services with any other person.

You must not allow anyone else to use your account.

to access the Website, as you are responsible for all activities that occur under your passwords or accounts.

You must notify us immediately if you become aware of any disclosure of your password.

After closing your account, you will not attempt to register a new account without our permission.

## **9. Refund and return policy**

### **9.1 Right of withdrawal**

You have the right to withdraw from this contract within 14 days (according to OUG Nr. 34/2014) without giving any reason.

The withdrawal period will expire 14 days after the date on which you or a third party, other than the carrier and indicated by you, acquires physical possession of the last good or physical possession of the last lot or piece.

To exercise your right of withdrawal, you must inform us of your decision. to withdraw from this contract in an unequivocal statement (e.g. a letter sent by post or e-mail). Our contact details can be found below. You may use the [attached model withdrawal form](#), but it is not compulsory.

If you make use of this option, we will promptly communicate to you an acknowledgement of receipt of such a withdrawal on a durable medium (e.g. e-mail).

In order to respect the withdrawal deadline, it is sufficient to send the communication on the exercise of the right of withdrawal before the withdrawal period expires.

**The returned product must be in the same condition in which it was delivered, in the original packaging which must be intact, without stains or tears.**

## 9.2 Effects of withdrawal

If you withdraw from this contract, we will refund all payments received from you, including delivery costs (except for additional costs resulting from your choice of a delivery type other than the least expensive standard delivery type offered by us), without undue delay and in any event no later than 14 days after the date we are informed of your decision to withdraw from this contract. We will make such a refund using the same means of payment that you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any charge as a result of such a refund.

You will send back the goods or hand them over to us or to a person authorized by us to receive the goods, without undue delay and in any event no later than 14 days after the date on which you notify us of your withdrawal from this contract.

The deadline is met if you return the goods before the 14-day period has expired.

We may postpone the refund until we receive the goods back or until you provide proof that you have sent back the goods, whichever comes first.

You will have to bear the direct cost of returning the goods.

You are only liable for any diminution in the value of the goods resulting from handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

Please note that there are some legal exceptions to the right of withdrawal and therefore some items cannot be returned or exchanged.

We will let you know if this applies to you. particular case.

## 10. Sending the idea

Do not submit ideas, inventions, works of authorship or other information that may be considered your property.

intellectual property that you wish to submit to us, unless we have first signed an intellectual property or confidentiality agreement.

If you disclose it to us in the absence of such a written agreement, you grant us a worldwide, irrevocable, non-exclusive, royalty-free, non-exclusive license to use, reproduce, store, adapt, publish,

translate and distribute your content.  
in any existing or future medium.

#### **11. Stopping use**

We may, in our sole discretion, at any time, modify or discontinue, temporarily or permanently, access to the Website or any Service on the Website.

You agree that we will not be liable to you.

or any third party for any such modification, suspension or discontinuance of your access to or use of the Website or any content you have distributed on the Website.

You will not be entitled to any compensation or other payment, even if certain features, settings and/or any Content you have contributed to or relied upon are permanently lost.

You must not circumvent or bypass or attempt to circumvent or bypass any measures restricting access to our Site.

#### **12. Guarantees and liability**

Nothing in this section shall limit or exclude any warranty implied by law that it would be unlawful to limit or exclude.

This website and all content on the website are provided "as is" and "as available" and may include inaccuracies or typographical errors.

We expressly disclaim all warranties of any kind, express or implied, as to the availability, accuracy or completeness of the Content.

We do not warrant that:

- This website or our products or services will meet your requirements;
- This website will be available uninterrupted, timely, secure or error-free;
- The quality of any product or service purchased or obtained by you through this website will meet your expectations.

Nothing on this website constitutes or is intended to constitute legal, financial or medical advice of any kind.

If you need advice, you should consult an appropriate professional.

The following provisions of this section shall apply to the maximum extent permitted by applicable law and shall not limit or exclude our liability with respect to any matter which it would be unlawful or illegal for us to limit or exclude our liability.

In no event will we be liable for any direct or indirect damages whatsoever (including any damages for loss of profits or revenue, loss or corruption of data, software or database or loss of or damage to property or data) incurred by you.

or any third party, arising out of your access to or use of our website.

Unless any additional contract expressly provides otherwise, our maximum liability to you is for all damages arising out of or related to the Website or any products and services marketed or sold through the Website, regardless of the form of legal action imposing liability (whether in contract, equity, negligence, willful misconduct, tort or otherwise) shall be limited to the total price you paid to us for purchasing such products or services or using the Website.

Such limitation shall apply in the aggregate to all of your claims, actions and causes of action. causes of action of every kind and nature.

### **13. Privacy**

To access our website and/or services, you may be asked to provide certain information about yourself. as part of the registration process.

You agree that any information you provide will always be accurate, correct and up to date.

We take your personal data seriously and are committed to protecting your privacy.

We will not use your  
for unsolicited e-mail.

Any e-mails sent by us to you.

will only be in connection with the provision of the agreed products or services.

We have developed a policy to address any privacy concerns you may have.

For more information, see [our Privacy Statement](#) and [our Cookie Policy](#).

### **14. Accessibility**

We are committed to making the content we provide accessible to people with disabilities. If you have a disability and are unable to access any portion of our site because of your disability, please give us a notice that includes a detailed description of the problem you have encountered. If the problem is readily identifiable and solvable using standard information technology tools and techniques, we will resolve it promptly.

### **15. Export restrictions / Legal compliance**

Access to the Website from territories or countries where the content or purchase of products or services sold on the Website is illegal is prohibited.

You may not use this website in violation of the export laws and regulations of Romania.

### **16. Transfer**

You may not assign, transfer or subcontract any of your rights and/or obligations.

under these Terms and Conditions, in whole or in part, to any third party without our prior written consent.

Any purported assignment in violation of this section will be null and void.

### **17. Breaches of these Terms and Conditions**

Without prejudice to our other rights under these Terms and Conditions, if you breach these Terms and Conditions in any way, we may take such action as we deem appropriate to deal with the breach, including temporarily or permanently suspending your access.

to the Website, contacting your provider

your internet service provider to request that your access be blocked.

to block your access to the website, and/or take legal action against you.

### **18. Force majeure**

Except for obligations to pay monies hereunder, no delay, failure or omission by either party to perform or comply with any of its obligations hereunder shall be deemed a breach of these Terms and Conditions if and so long as such delay, failure or omission arises from any cause beyond the reasonable control of such party.

#### **19. Compensation**

You agree to indemnify, defend and hold us harmless from and against any and all claims, liabilities, damages, losses and expenses related to your violation of these Terms and Conditions and applicable laws, including intellectual property rights and privacy rights.

You will promptly reimburse us for any damages, losses, costs and expenses related to or arising out of such claims.

#### **20. Disclaimer**

Failure to enforce any of the provisions set forth in these Terms and Conditions and any Agreement or to exercise any termination option shall not be construed as a waiver of such provisions and shall not affect the validity of these Terms and Conditions or any Agreement or any part thereof or the right thereafter to enforce each provision.

#### **21. Language**

These Terms and Conditions shall be interpreted exclusively in Romanian.  
All notices and correspondence will be in Romanian or English.

#### **22. The whole agreement**

These Terms and Conditions, together with [our privacy statement](#) and [cookie policy](#), constitute the entire agreement between you.  
and Spitzenklasse S.R.L in connection with your use of this website.

#### **23. Updating these Terms and Conditions**

We may update these Terms and Conditions from time to time.  
It is your obligation to check these Terms and Conditions periodically for changes or updates.  
The date provided at the beginning of these Terms and Conditions is the last date of revision.  
Changes to these Terms and Conditions will take effect after such changes are posted on this website.  
Your continued use of this website following the posting of changes or updates will be deemed notice of your acceptance  
to comply with and be bound by these Terms and Conditions.

#### **24. Choice of law and jurisdiction**

These Terms and Conditions shall be governed by the laws of Romania.  
Any disputes relating to these Terms and Conditions shall be subject to the jurisdiction of the courts of Romania.  
If any part or provision of these Terms and Conditions is found by a court or other authority to be invalid and/or unenforceable pursuant to applicable law, such part or provision shall be modified, deleted and/or enforced to the maximum extent permissible so as to effect the intent of these Terms and

Conditions.

Other provisions shall not be affected.

#### **25. Contact information**

This website is owned and operated by Spitzenklasse S.R.L.

You can contact us regarding these Terms and Conditions by writing to us or sending us an e-mail to the following address: [contact@spitzenklasse.co](mailto:contact@spitzenklasse.co) Aleea Florin Ciungan Nr. 17, Bloc: C1, Floor: 3, Apartment: 26, Sector: 3, București, zip code 032811