Terms and Conditions

By placing an order you accept the following General Terms and Conditions of s.Oliver Bernd Freier GmbH & Co. KG (hereinafter referred to as the "Operator").

Right to exchange and return

You can return any item ordered from the comma online store within 14 days of receipt, without giving any reason, by using the mailing label provided to the following address:

s.Oliver Bernd Freier GmbH & Co. KG
comma Online Store
Adolf-Oesterheld-Straße 210
97337 Dettelbach
Germany

Please use the returns portal at https://www.comma-store.eu/returns-portal/ to create the return postage label for the items you are returning. Please also note that items must be returned in a condition appropriate for having been checked normally by customers – more or less the same as if you had tried them in a store – and must still have the original tags on them. If the condition of the goods has deteriorated through further use, we reserve the right to demand compensation for loss of value.

Please follow the legal instructions of withdrawal according to Item "Legal instructions on withdrawal" below.

Delivery/shipping costs

Comma online store delivers to all countries mentioned below as long as stocks last. The cost of shipping is 4,95€ flat.

You will find the delivery period for your order during the order process (step 1 to 3). If you have decided to pay in advance, the period begins one day after completing the transaction (issuing a payment order to the bank). We deliver to Belgium, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finnland, France, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden (except Faroe Islands, Greenland, Azores, Madeira, Canary Islands, Martinique, French Guiana). We do not deliver to other countries than the aforementioned.

Prices and payment methods

All prices displayed in the comma online shop include VAT plus packaging and shipping. You can pay for the goods, subject to a credit check, by card (Visa, Mastercard, American Express) or PayPal.

Depending on the results of an address and credit check, comma reserves the right to accept only certain payment methods.

If you are in arrears with your payment obligations, comma is entitled to charge reminder fees of €5 each for the 2nd and 3rd reminder. Furthermore, in the event of payment arrears, the customer is obliged to reimburse all costs resulting from appropriate measures to recover the outstanding amounts, including the procedural obligation to reimburse costs, interest on arrears in the amount permitted by law, expenses, costs of debt collection (including the costs of a licensed debt collection agency and an appointed lawyer) and processing costs. In the case of payments made using a buy now, pay later payment method (PayPal Buy Now, Pay Later) the reminder/collection provisions and fees of the service provider stipulated in the respective service provider's Terms & Conditions apply.

Card payment

When you place an order, you can pay with a valid credit or debit card (Visa, Mastercard or American Express) and enter the card information during the order process. The corresponding amount is immediately reserved on your card but only debited once the goods have been dispatched from our warehouse. comma reserves the right to check the validity of the card, the available credit in relation to the order value, and the address of the buyer. Based on the results of this check, we may also reject orders.

PayPal

If you select the PayPal payment method during the order process, the corresponding amount is reserved in your PayPal account upon completion of the order. You PayPal account is only debited when the goods are dispatched. comma reserves the right to check the validity of the PayPal account, the credit balance to cover the order value, as well as the invoice address of the buyer. Based on the results of this check, we may also reject orders.

Klarna

In cooperation with Klarna Bank AB (publ), Sveavägen 46, 111 34 Stockholm, Sweden, we offer you the Klarna payment methods Pay Now, Pay Later, Installments and Financing. In all cases, payment is made directly to Klarna. After selecting “Klarna” at the checkout, you will be redirected to Klarna. Here you can choose between the various Klarna payment methods. We have no influence on whether and which restrictions Klarna places on the payment method selection. Further information can be found in Klarna's terms of use. General information about Klarna can be found here. Your personal data will be processed by Klarna in accordance with the applicable data protection laws and as described in Klarna's privacy policy.

Other

The invoice prescribed by law is sent to you by e-mail once the goods have been dispatched. When calculating the final purchase price, any redeemed gift card will be deducted first. The remaining amount is then debited to your chosen payment method as per the description above. If you are entitled to a refund for your order (e.g. due to a return), the refund will be made in reverse order. This means that the amount collected from your payment method will be refunded first and only then the redeemed gift card.

Acceptance of orders

The Operator is free to refuse online orders. It is at the Operator's sole discretion whether it accepts an order. In the event that the Operator cannot carry out an online order, the Operator will notify the customer of this without delay.

The comma online store does not accept any orders from customers who are not yet 18 years old.

An order confirmation does not yet constitute a binding sales contract. The sales contract only takes effect after delivery of the goods.

The following steps are required in order to submit your binding order via your online shopping bag: Place the item you have selected into your virtual shopping bag by clicking “Add to Bag”. You can open and change your shopping bag at any time by clicking the respective button. Once you have placed your desired item into your shopping bag, you can access the options "Log in", "Register now" and "Continue without registration" via the shopping interface and by clicking on the "Proceed to checkout" button.
After selecting (1) the billing & delivery address and the delivery method, accepting our General Terms and Conditions and selecting (2) the payment method, you will be redirected to (3) the website to review your order once again. Here you have the option of reviewing and changing your order data and cancelling your order (e.g. by closing the browser window).
You can submit your order by clicking on the “Buy now” button.
All items will be delivered without the decorative elements in the image, unless explicitly stated otherwise in the item description.

Transport damage

The customer shall notify the respective delivery company immediately, regardless of his/her warranty rights, if items are delivered with obvious damage to the packaging or the contents. The customer shall refuse acceptance

and contact the Operator at once using the hotline at +49 9572 91 60 59* or in another manner (e-mail, post), so that the Operator can maintain any rights against the dispatcher.

**Standard landline rate from your telephone provider, mobile phone rates may vary*

Storage of contract text

The contract text is not saved by the Operator and cannot be accessed after completing the order process. You can, however, print the order data immediately after having sent the order request.

Retention of title

The goods delivered remain the property of the Operator until they have been paid in full.

Legal instructions on withdrawal

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods, in the case of partial deliveries, the last of the goods.

To exercise the right to withdraw, you must inform us of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You may use the attached model withdrawal form for this purpose, but it is not obligatory. Address the withdrawal to:

E-Mail: widerruf@comma-store.com

Telephone +49 9572 91 60 59*

Post: s.Oliver Bernd Freier GmbH & Co. KG, Department Digital Business, s.Oliver Straße 1, 97228 Rottendorf, Germany

**Standard landline rate from your telephone provider, mobile phone rates may vary*

You can also exercise your right of withdrawal by returning the goods without comment. Provided that deviating circumstances do not arise, returning the goods without comment will be understood as a statement of withdrawal.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (the costs for the return shipment will be borne by the customer), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest. You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us at:

s.Oliver Bernd Freier GmbH & Co. KG, comma Online Store, Adolf-Oesterheld-Straße 210, 97337 Dettelbach, Germany

The deadline is met if you send back the goods before the period of 14 days has expired. You are liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.
The following model withdrawal form complies with all statutory information requirements. It is not necessary to state your withdrawal separately, e.g. by using the form below. It is enough to return the goods without comment.

Model withdrawal form

(Complete and return this form if you wish to withdraw from the contract)

- Send To: s.Oliver Bernd Freier GmbH & Co. KG, Department Digital Business, s.Oliver Strasse 1, 97228 Rottendorf, Germany. E-mail: widerruf@comma-store.com
- I/We(*) hereby give notice that I/we(*) withdraw from my/our(*) contract of sale for the following goods(*)/for the provision of the following service(*)
- Ordered on(*)/received on(*)
- Name of consumer(s)
- Address of consumer(s)
- Signature of consumer(s) (only if this form is notified on paper)
- Date

(*)Delete as appropriate

Data privacy and creditor protection

As a basic principle, all personal data will be handled confidentially.

Your personal data collected are processed, used and saved for the purpose of handling and carrying out your order. Where necessary, your data will be forwarded to affiliated companies and/or our service partners, who will process and use the data for the purpose of handling your orders.

When data is processed, your interests worthy of protection are taken into account as required by law.

Warranty

The consumer can make a claim under the warranty for purchased goods that are defective according to the legal regulations. In particular, the customer can demand supplementary performance (a new delivery or a repair of the defects). The comma online store is entitled, however, to replace the goods if the repair of defects would incur unreasonable costs. Warranty claims expire two years after the delivery of the goods. When making his/her warranty claim, the buyer must provide the order number, his/her name and address as well as brief information explaining the reasons for the claim. At the Operators request, the customer will send the defective goods for examination at the Operators cost and risk to the following address:

s.Oliver Bernd Freier GmbH & Co. KG, comma Online Store, Adolf-Oesterheld-Straße 210, 97337 Dettelbach, Germany

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Information about the Operator

s.Oliver Bernd Freier GmbH & Co. KG
s.Oliver-Straße 1
97228 Rottendorf
Germany

Telephone +49 9572 91 60 59*

E-Mail: service@comma-store.eu

Personally liable partner:
s.Oliver Bernd Freier SARL, 1, Grand-Rue, L-8372 Hobscheid, RCS Luxembourg, B 154453

Managing Directors: Johannes Rellecke, Patrick Rauh, Thomas Lurz, Mathias Eckert, Julian Rellecke

Würzburg District Court HRA 7662
VAT ID-no.: DE 811 253 614
Würzburg-Schweinfurt Chamber of Commerce and Industry

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Exclusion of liability for links to external websites

We do not have any influence on the content of websites from other parties that may be linked on our website. We therefore cannot assume responsibility or liability for these contents. The respective provider or operator of these pages is always responsible. The linked pages were checked for possible and identifiable legal violations at the point in time when the links were placed. No infringements of the law were recognisable at the point in time when the links were placed. However, it is not reasonable to constantly monitor the content of the linked pages without specific signs of infringement. As soon as an infringement of the law becomes known, we will immediately remove the links in question.

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