

Terms and Conditions

Opossum s.r.o.

Valid from 1 Jan 2025

Seller:	Opossum s.r.o.
Company ID No.:	21920087
Tax ID / VAT ID, if applicable:	CZ21920087
Commercial Register:	Regional Court in Ostrava, file No. C 96886
Registered office:	Babická 2534/15, 785 01 Šternberk, Czech Republic
Contact and return address:	Babická 2534/15 C, 785 01 Šternberk, Czech Republic
E-mail:	shop@opossum.cz
Telephone:	+420 606 182 741
Data box ID:	8rab6td

1. Introductory Provisions

These Terms and Conditions govern the sale of goods by Opossum s.r.o., as seller, to buyers. They apply to contracts concluded through the Seller's website, by e-mail, through online marketplaces including eBay, or by any other distance method, unless different terms are expressly agreed in writing.

A consumer is a natural person who concludes a contract outside the scope of their business activity or independent profession. A business buyer is a person who concludes a contract in connection with their business activity, trade or independent profession. If the Buyer provides business identification details, VAT details, or otherwise acts in the course of business, the Seller may treat the Buyer as a business buyer unless mandatory law provides otherwise.

Mandatory rights of consumers under Czech law and applicable European Union law remain unaffected. Any provision of these Terms and Conditions that conflicts with mandatory consumer protection law shall not apply to the extent of the conflict.

Where goods are sold through a marketplace, the marketplace's mandatory rules, buyer protection procedures and technical return processes may also apply. These Terms and Conditions do not limit any rights that cannot be waived under applicable law or under mandatory marketplace rules.

2. Seller Information

The Seller is:

Business name:	Opossum s.r.o.
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Tax ID / VAT ID, if applicable:	CZ21920087
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The Buyer may contact the Seller using the above contact details. If a sale is made through an online marketplace, the Buyer should also use the marketplace communication and return tools where required by that marketplace.

3. Product Descriptions and Condition Categories

The Seller sells mainly electronic goods, computer components, storage devices, graphics cards and related goods. The decisive description of each product is the description shown to the Buyer before purchase, including photographs, stated condition, accessories, known defects, test information and any special warranty or return terms.

Condition categories such as “new other”, “open box”, “returned”, “refurbished”, “used”, “for parts”, “not working”, “defective”, “damaged”, “untested” or similar have the meaning stated in the relevant listing. The Buyer acknowledges that used, returned, refurbished, open-box and similar goods may show signs of previous handling, installation, testing, cosmetic wear, missing retail packaging or other characteristics corresponding to their condition, age, price and description.

Goods listed as “for parts”, “not working”, “defective”, “damaged”, “incomplete”, “untested”, “for repair” or similar are sold with defects or limitations reflected in the listing and the price. Such goods are not sold as fully functional unless expressly stated. Consumers retain all mandatory statutory rights, but defects clearly disclosed before purchase, or defects that necessarily follow from the stated condition category, are not grounds for a claim as if the goods had been sold as fully functional.

The Seller is not responsible for incompatibility caused by the Buyer’s hardware, software, firmware, drivers, BIOS settings, operating system, power supply, cooling, installation method or other external conditions, unless the incompatibility is caused by a defect for which the Seller is legally responsible.

4. Order and Conclusion of the Contract

The Buyer may place an order by e-mail at shop@opossum.cz, through the Seller’s website, through eBay or another marketplace, or by another method made available by the Seller.

The purchase contract is concluded when the Seller confirms the order or dispatches the goods, or when the order is otherwise accepted according to the rules of the relevant marketplace. If payment is required before dispatch, the Seller may wait with dispatch until the full purchase price, delivery cost and any agreed fees have been paid.

The Seller may refuse or cancel an order before contract conclusion, in particular if the goods are unavailable, if the listing contains an obvious error in price or description, if payment is not received, if delivery cannot reasonably be made, or if there is a reasonable suspicion of fraud, abuse, export restriction, sanctions risk or other legitimate reason. Any payment already received for a cancelled order shall be refunded.

5. Prices, Taxes, Customs and Payment

Prices are stated including VAT where VAT is applicable, unless expressly stated otherwise. Delivery costs, cash-on-delivery fees and other charges are shown before the order is confirmed, or are stated in the marketplace checkout process.

For deliveries outside the Czech Republic or outside the European Union, the Buyer may be responsible for import VAT, customs duties, customs clearance fees and other charges imposed by the destination country, unless the marketplace checkout or listing expressly states otherwise.

The Seller may offer the following payment methods:

- bank transfer;
- online card payment;
- marketplace payment methods;
- cash on delivery, if offered.

The invoice is issued and sent electronically, unless the Seller and the Buyer agree otherwise.

Ownership of the goods passes to the Buyer only after full payment of the purchase price, unless mandatory law provides otherwise.

6. Delivery, Receipt and Passing of Risk

Goods are delivered by a contractual carrier, by a marketplace delivery service, or by another delivery method agreed with the Buyer.

The standard delivery time is usually 5–30 business days from order confirmation or payment, unless the listing, order confirmation or marketplace checkout states otherwise. Delivery times are indicative unless expressly agreed as binding.

For consumers, the risk of loss or damage to the goods passes to the consumer when the consumer, or a third party designated by the consumer other than the carrier, takes physical possession of the goods. If the consumer chooses a carrier not offered by the Seller, the risk may pass when the goods are handed over to that carrier, to the extent permitted by law.

For business buyers, unless agreed otherwise, the risk of loss or damage passes when the goods are handed over to the first carrier or otherwise made available for dispatch.

The Buyer is advised to inspect the shipment upon receipt to the extent reasonably possible. Visible transport damage should be reported to the carrier and to the Seller without undue delay. This recommendation does not limit any statutory rights of consumers.

7. Consumer Right of Withdrawal

If the Buyer is a consumer and the contract was concluded by distance means or outside business premises, the consumer has the right to withdraw from the contract within 14 days without giving any reason, unless a statutory exception applies.

For goods, the withdrawal period generally starts on the day on which the consumer, or a third party designated by the consumer other than the carrier, receives the goods. If several goods are delivered separately under one order, the period starts on the day on which the last item is received.

To exercise the right of withdrawal, the consumer must inform the Seller of the decision to withdraw by a clear statement, for example by e-mail sent to shop@opossum.cz, by marketplace return request, or by using the model withdrawal form in the Appendix. Use of the model form is not mandatory.

The consumer must send the goods back without undue delay, and no later than 14 days from the day on which the consumer informed the Seller of the withdrawal. Unless the Seller states otherwise, the direct cost of returning the goods is borne by the consumer. If the goods are returned because of a defect or non-conformity for which the Seller is responsible, the rules for defective goods apply instead.

The Seller shall refund the payment received from the consumer, including the cost of the least expensive standard delivery method offered by the Seller for delivery to the consumer, no later than 14 days from the day on which the Seller is informed of the withdrawal. The Seller may withhold the refund until the goods are returned or until the consumer proves that the goods have been sent back, whichever occurs first.

The refund shall be made using the same payment method that the consumer used for the original transaction, unless the consumer expressly agrees otherwise and no additional costs arise for the consumer.

The consumer may inspect and test the goods only to the extent necessary to become familiar with their nature, characteristics and functionality. The consumer is responsible for any decrease in the value of the goods caused by handling beyond what is necessary for such inspection. The Seller may reduce the refund by the corresponding diminished value, in particular if the returned goods are damaged, incomplete, excessively used, altered, modified, missing accessories, missing protective packaging for electronic components, or otherwise diminished in value.

Original retail packaging is recommended, especially for safe transport of electronic goods, but the right of withdrawal is not conditional on unopened or original packaging unless a statutory exception applies. The Buyer must pack returned goods safely, using appropriate protective and anti-static packaging where relevant. Damage caused by inadequate return packaging may be taken into account when assessing diminished value or a defect claim.

The right of withdrawal does not apply in cases where Czech law or applicable European Union law provides an exception, including in particular goods made to the consumer's specifications, personalised goods, sealed goods that are not suitable for return for health protection or hygiene reasons after unsealing, sealed

audio/video recordings or computer software after unsealing, digital content supplied otherwise than on a tangible medium where performance has begun with the consumer's prior consent and acknowledgement, or other legally exempt goods.

8. Returns by Business Buyers

Business buyers do not have a statutory 14-day right of withdrawal unless such right is expressly granted by the Seller in writing, stated in the listing, required by marketplace rules, or required by mandatory law.

Any voluntary return of goods by a business buyer is subject to the Seller's prior approval. The Seller may make such approval conditional on the condition of the goods, completeness of accessories, packaging, return deadline, restocking cost or other reasonable conditions.

9. Statutory Rights, Liability for Defects and Commercial Warranty

9.1 Statutory Rights and Commercial Warranty Are Different

Consumer statutory rights arising from defective performance and legal guarantee rights required by Czech and European Union law always remain unaffected.

Any warranty period voluntarily stated by the Seller, including the periods in Section 9.4, is a commercial warranty only. A commercial warranty is an additional contractual promise by the Seller and does not limit, exclude or replace the consumer's statutory rights.

For business buyers, statutory liability and any commercial warranty may be limited to the extent permitted by law and by these Terms and Conditions.

9.2 Consumer Buyers

If the Buyer is a consumer, the Seller is liable for defects and lack of conformity in accordance with Czech law and applicable European Union consumer protection rules.

For consumer goods, the consumer may generally exercise rights arising from defective performance for 24 months from receipt of the goods. If a defect becomes apparent within the statutory presumption period, it is presumed to have existed at the time of receipt unless the Seller proves otherwise or unless such presumption is incompatible with the nature of the goods or the defect.

For already used consumer goods, the statutory period for exercising rights arising from defective performance may be shortened only where permitted by law, only if disclosed to the consumer before purchase, and only to the minimum extent allowed by law. If the listing does not validly shorten the statutory period for used goods, the statutory period required by law applies.

For goods sold as defective, not working, for parts, damaged, incomplete, untested or similar, the consumer cannot claim rights based only on defects that were clearly disclosed before purchase or that necessarily follow from the stated condition category. The consumer may still have rights if the goods do not correspond to the listing, if the Seller concealed relevant information, or if mandatory law otherwise grants protection.

In the event of a defect, the consumer may have statutory rights including repair, replacement, a reasonable discount, or withdrawal from the contract, depending on the nature of the defect and the conditions set by law.

A consumer complaint, including removal of defects, shall be handled without undue delay and no later than 30 days from the date of the claim, unless the Seller and the consumer agree on a longer period where permitted by law.

9.3 Business Buyers

For business buyers, the Seller is liable for defects existing at the time the risk passes to the business buyer, unless a written commercial warranty provides otherwise.

A business buyer must inspect the goods as soon as possible after receipt and notify the Seller of any defects without undue delay after discovering them or after they could have been discovered with due care. If a business buyer fails to notify defects in time, the Seller may reject the claim to the extent permitted by law.

Unless expressly agreed otherwise, the 30-day complaint handling period applicable to consumers does not apply to business buyers.

For business buyers, the Seller does not provide any warranty for quality, durability, future performance, service life, compatibility, uninterrupted operation or fitness for a special purpose unless such warranty is expressly stated in writing for the specific goods.

To the extent permitted by law, the Seller's total liability towards a business buyer is limited to the purchase price paid for the defective goods. This limitation does not apply to liability that cannot be limited by law, including liability for intentional wrongdoing, gross negligence, injury to natural persons, or mandatory product liability.

9.4 Seller's Commercial Warranty Periods

Unless a longer commercial warranty is stated in the product listing, invoice or other written confirmation, and unless the goods are sold as parts/not working or otherwise excluded, the Seller generally provides the following commercial warranty periods:

SSDs:	12 months commercial warranty for goods listed as new other, open box, returned, refurbished or used.
GPUs:	2 months commercial warranty for goods listed as new other, open box, returned, refurbished or used.
Other goods:	1 month commercial warranty, unless a longer period is stated by the Seller or required by mandatory law.
Parts / not working goods:	No commercial warranty for functionality, compatibility, durability or repairability, to the extent permitted by law. Mandatory consumer rights remain unaffected.

The commercial warranty starts on the day the Buyer receives the goods, unless the listing or written warranty statement provides otherwise.

The commercial warranty covers defects that appear during the stated warranty period and that are not excluded under these Terms and Conditions, the listing, or the written warranty statement. The Seller may choose a reasonable remedy under the commercial warranty, including repair, replacement, refund, partial refund or another appropriate solution, unless mandatory consumer law gives the consumer a specific remedy.

9.5 Exclusions from Commercial Warranty

The commercial warranty does not cover:

- normal wear and tear, cosmetic wear or age-appropriate deterioration;
- defects, limitations, missing accessories or cosmetic issues clearly described before purchase;
- damage caused by improper installation, handling, storage, transport, packaging or maintenance;
- mechanical damage, liquid damage, electrical damage, overheating, inadequate cooling, power supply faults, electrostatic discharge or other external causes;
- damage caused by misuse, operation outside manufacturer specifications, improper overclocking, unauthorised firmware or BIOS modification, mining or other high-load use outside stated specifications, or attempted repair by an unauthorised person;
- compatibility issues not caused by a defect in the goods;
- data loss, software issues, malware, corrupted firmware caused by the Buyer, or loss of information stored on storage devices;

- wear of storage media corresponding to stated or normal endurance, health status, SMART values, written data volume, age and condition;
- goods with removed, altered or unreadable serial numbers, security labels or identification marks, where this prevents verification of the goods.

These exclusions apply to the commercial warranty only and do not limit mandatory statutory rights of consumers.

10. Complaint Procedure

The Buyer may submit a complaint by e-mail at shop@opossum.cz, by telephone at +420 606 182 741, by marketplace complaint or return process, or by another method accepted by the Seller.

When submitting a complaint, the Buyer should provide:

- order number, invoice number or other proof of purchase;
- a clear description of the defect;
- photographs, screenshots, diagnostic reports, SMART data, error messages or other evidence, where relevant;
- information about the hardware, software, power supply, cooling, installation and use environment, where relevant.

The Seller shall issue or provide confirmation of the complaint to consumers where required by law. For consumers, the Seller shall also confirm the manner and date of complaint settlement, including repair duration where applicable, or provide written justification if the complaint is rejected.

Unless agreed otherwise or unless a marketplace process requires another address, claimed goods should be sent to:

Opossum s.r.o.
Babická 2534/15 C
785 01 Šternberk
Czech Republic

The Buyer should not send goods cash on delivery unless the Seller expressly agrees. Goods must be packed safely and appropriately, especially electronic components that require anti-static protection.

For justified consumer claims concerning defective goods, the Seller shall reimburse reasonable and necessary costs of exercising the claim to the extent required by law. The Buyer should keep shipping receipts and contact the Seller before choosing an unusually expensive return method.

11. Data on Storage Devices

The Buyer is responsible for backing up and deleting personal, confidential or other data before returning any storage device, computer component or device capable of storing data.

The Seller may test, reset, repair, erase or replace returned storage devices where necessary for complaint handling, refurbishment, data protection or resale. The Seller is not responsible for loss of data except where liability cannot be excluded by law.

12. Product Safety and Compliance

The Seller aims to place only safe and lawfully marketable goods on the market. Product-specific safety, compatibility, identification, manufacturer, importer, responsible-person, CE, WEEE, battery, packaging, warning or instruction information is provided in the listing, on the product, packaging, accompanying documentation, or upon request where applicable.

The Buyer must use the goods only for their intended purpose and in accordance with applicable instructions, manufacturer specifications and normal safety precautions for electronic components.

If the Buyer becomes aware of a safety issue, serious defect, overheating, smoke, fire risk, electrical issue or other safety-related incident, the Buyer should stop using the goods immediately and contact the Seller.

13. Personal Data Protection

The Seller processes personal data in accordance with applicable law, including Regulation (EU) 2016/679, the General Data Protection Regulation.

Personal data are used primarily for processing orders, performing contracts, issuing invoices, delivering goods, handling complaints and returns, complying with legal obligations, preventing fraud, accounting, tax purposes and communicating with the Buyer.

Further information on personal data processing may be provided in a separate Privacy Policy. Where goods are sold through a marketplace, the marketplace's privacy rules may also apply.

14. Out-of-Court Consumer Dispute Resolution

If a consumer dispute arises between the Seller and a consumer Buyer and cannot be resolved directly, the consumer may contact the Czech Trade Inspection Authority for out-of-court consumer dispute resolution, unless another competent ADR body has jurisdiction.

Czech Trade Inspection Authority
ADR Department
Štěpánská 567/15
120 00 Prague 2
Czech Republic
E-mail: adr@coi.cz
Website: adr.coi.cz

The Seller will provide the cooperation required by applicable law and will consider each consumer dispute in good faith.

15. Governing Law and Jurisdiction

These Terms and Conditions and purchase contracts are governed by the laws of the Czech Republic, unless mandatory consumer protection rules provide otherwise.

If the Buyer is a consumer residing in another country, the choice of Czech law does not deprive the consumer of the protection granted by mandatory provisions of the law of the consumer's country of habitual residence, where applicable.

For disputes with business buyers, the competent courts of the Czech Republic shall have jurisdiction, unless mandatory law provides otherwise.

16. Final Provisions

If any provision of these Terms and Conditions is or becomes invalid or ineffective, the remaining provisions remain valid and effective. The invalid or ineffective provision shall be replaced by a valid provision that comes as close as possible to the original commercial and legal purpose, to the extent permitted by law.

The Seller may amend these Terms and Conditions. Amendments do not affect contracts already concluded before the effective date of the amended Terms and Conditions, unless the parties agree otherwise or mandatory law provides otherwise.

The version of these Terms and Conditions made available to the Buyer before conclusion of the contract applies to that contract. Unless expressly agreed otherwise, the Czech version of these Terms and Conditions is the authoritative version for sales made through the Seller's website. For sales made through online marketplaces, the language version presented to the Buyer during the purchase process or required by the relevant marketplace shall apply.

The current version of these Terms and Conditions is available on the Seller's website where the sale is made through the Seller's website.

In consumer matters, unclear provisions shall be interpreted in the manner more favourable to the consumer where required by law.

These Terms and Conditions are valid from 1 Jan 2025.

Appendix: Model Withdrawal Form for Consumers

This form may be used by a consumer who wishes to withdraw from a distance contract. Use of this form is not mandatory.

To:

Opossum s.r.o.
Babická 2534/15 C
785 01 Šternberk
Czech Republic
E-mail: shop@opossum.cz

I hereby give notice that I withdraw from my contract for the purchase of the following goods:

Order number / invoice number:

Date ordered / date received:

Consumer's name:

Consumer's address:

Refund details, if needed:

Date:

Signature, only if this form is sent on paper: