houten-speelgoed-blokken.nl – Algemene voorwaarden

General Terms and Conditions

www.houten-speelgoed-blokken.nl

Owner:
Gerhard Bumes
Ludwig-Thoma-Str. 17
D-94339 Leiblfing

Phone: +49 (0) 9427 / 9588575
E-Mail: office@houten-speelgoed-blokken.nl
VAT ID: DE433010851

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1) Scope of Application

1.1 These General Terms and Conditions (hereinafter referred to as "GTC") of the company Gerhard Bumes (hereinafter referred to as "Seller") shall apply to all contracts concluded between a consumer or a trader (hereinafter referred to as "Client") and the Seller relating to all goods and/or services presented in the Seller's online shop. The inclusion of the Client's own conditions is herewith objected to, unless other terms have been stipulated.

1.2 A consumer pursuant to these GTC is any natural person concluding a legal transaction for a purpose attributed neither to a mainly commercial nor a self-employed occupational activity.

1.3 A trader pursuant to these GTC is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his commercial or independent professional activity.

2) Conclusion of the Contract

2.1 The product descriptions in the Seller's online shop do not constitute binding offers on the part of the Seller, but

merely serve the purpose of submitting a binding offer by the Client.

2.2 The Client may submit the offer via the online order form integrated into the Seller's online shop. In doing so, after having placed the selected goods and/or services in the virtual basket and passed through the ordering process, and by clicking the button finalizing the order process, the Client submits a legally binding offer of contract with regard to the goods and/or services contained in the shopping cart. The Client may also submit his offer to the Seller by telephone, fax, e-mail, postal service or per online contact form.

2.3 The Seller may accept the Client's offer within five days,
- by transferring a written order confirmation or an order confirmation in written form (fax or e-mail); insofar receipt of order confirmation by the Client is decisive, or
- by delivering ordered goods to the Client; insofar receipt of goods by the Client is decisive, or
- by requesting the Client to pay after he placed his order.

Provided that several of the aforementioned alternatives apply, the contract shall be concluded at the time when one of the aforementioned alternatives firstly occurs. Should the Seller not accept the Client's offer within the aforementioned period of time, this shall be deemed as rejecting the offer with the effect that the Client is no longer bound by his statement of intent.

2.4 If a payment method offered by PayPal is selected, the payment will be processed by the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter referred to as "PayPal"), subject to the PayPal Terms of Use, available at https://www.paypal.com/de/webapps/mpp/ua/useragreement-full?locale.x=en_DE or, if the Client does not have a PayPal account, subject to the Terms for payments without a PayPal account, available at https://www.paypal.com/uk/webapps/mpp/ua/privacywax-full#:~:text=You%20should%20note%20that%20PayPal's,offer%20under%20the%20user%20agreement. If the Client pays by means of a method of payment offered by PayPal which can be selected in the online order process, the Seller hereby declares the acceptance of the Client's offer at the time when the Client clicks on the button concluding the order process.

2.5 When submitting an offer via the Seller's online order form, the text of the contract is stored by the Seller after the contract has been concluded and transmitted to the Client in text form (e.g. e-mail, fax or letter) after the order has been sent. The Seller shall not make the contract text accessible beyond this. If the Client has set up a user account in the Seller's online shop prior to sending his order, the order data shall be stored on the Seller's website and can be accessed by the Client free of charge via his password-protected user account by specifying the corresponding login data.

2.6 Prior to submitting a binding order via the Seller's online order form, the Client may recognize input errors by reading attentively the information displayed on the screen. The enlargement function of the browser to enlarge the display on the screen may be an effective method for better recognizing input errors.
The Client can correct all the data entered via the usual keyboard and mouse function during the electronic ordering process, until he clicks the button finalizing the ordering process.

2.7 The German and the English language are exclusively available for the conclusion of the contract.

2.8 Order processing and contacting usually takes place via e-mail and automated order processing. It is the Client's responsibility to ensure that the e-mail address he provides for the order processing is accurate so that e-mails sent by the Seller can be received at this address. In particular, it is the Client`s responsibility, if SPAM filters are used, to ensure that all e-mails sent by the Seller or by third parties commissioned by the Seller with the order processing can be delivered.

3) Right to Cancel

3.1 Consumers are entitled to the right to cancel.

3.2 Detailed information about the right to cancel are provided in the Seller's instruction on cancellation.

3.3 The right to cancel does not apply to consumers, who are no nationals of a member state of the European Union at the time of concluding the contract und whose exclusive domicile and delivery address were located outside of the European Union at the time of concluding the contract.

4) Prices and Payment Conditions

4.1 Unless otherwise stated in the Seller's product description, prices indicated are total prices including the statutory sales tax. Delivery costs, where appropriate, will be indicated separately in the respective product description

4.2 Payment can be made using one of the methods mentioned in the Seller's online shop.

4.3 In case of delivery to countries outside the European Union, additional costs may incur in individual cases for which the Seller is not responsible and which have to be borne by the Client. This includes for example transfer fees charged by banking institutes (transfer charges, exchange fees) or import duties or taxes (customs). Such costs regarding money transfer may also incur, if delivery is not made in a country outside the European Union and the Client carries out the payment from a country outside the European Union.

4.4 If prepayment by bank transfer has been agreed upon, payment is due immediately after conclusion of the contract, unless the parties have arranged a later maturity date

4.5 If the payment method "purchase on account" is selected, the purchase price is due after the goods have been delivered and invoiced. In this case, the purchase price is to be paid within 7 (seven) days from receipt of the invoice without deduction, unless otherwise agreed. The Seller reserves the right to offer the payment method "purchase on account" only up to a certain order volume, and he may refuse this payment method if the specified order volume is exceeded. In this case, the Seller will inform the Client in his payment information displayed in the online shop of a corresponding payment restriction.

4.6 If a payment method offered via the payment service "mollie" is selected, the payment transaction is processed via the payment service provider Mollie B.V., Keizersgracht 313, 1016 EE Amsterdam, The Netherlands (hereinafter referred to as "mollie"). The individual payment methods offered via mollie are communicated to the Client in the online shop of the Seller. For the processing of payments, mollie may make use of other payment services, for which special payment conditions may apply, which the Client will be informed about separately if necessary. Further information about "mollie" is available on the Internet at https://www.mollie.com/en/privacy

5) Shipment and Delivery Conditions

5.1 If the Seller offers to ship the goods, delivery shall be made within the delivery area specified by the Seller to the delivery address specified by the Client unless otherwise agreed. When processing the transaction, the delivery address specified in the Seller's order processing shall be decisive. Deviating from this, if the payment method PayPal is selected, the delivery address deposited by the Client with PayPal at the time of payment shall be decisive.

5.2 Should the assigned transport company return the goods to the Seller, because delivery to the Client was not possible, the Client bears the costs for the unsuccessful dispatch. This shall not apply, if the Client exercises his right to cancel effectively, if the delivery cannot be made due to circumstances beyond the Client's control or if he has been temporarily impeded to receive the offered service, unless the Seller has notified the Client about the service for a reasonable time in advance.

5.3 Should the Client collect the goods himself, the Seller informs the Client by e-mail that the goods are available for collection. After receiving the e-mail, the Client may collect the goods in consultation with the Seller at the Seller's place of business. In this case shipment costs will not be charged.

5.4 The Seller reserves the right to withdraw from the contract in the event of incorrect or improper self-supply. This only applies if the Seller is not responsible for the non-supply and if he has concluded a concrete hedging transaction with the supplier. The Seller shall make all reasonable efforts to obtain the goods. In case of non-availability or partial availability of the goods he shall inform the Client and grant him immediately counterperformance.

6) Reservation of Proprietary Rights

If the Seller provides advance deliveries, he retains title of ownership to the delivered goods, until the purchase price owed has been paid in full.

7) Warranty

7.1 Unless otherwise stipulated , the provisions of the statutory liability for defects shall apply. Deviating therefrom, the following shall apply to contracts for the delivery of goods:

7.2 If the Client acts as trader
- the Seller may choose the type of subsequent performance,
- for new goods, the limitation period for claims for defects shall be one year from delivery of the goods,
- for used goods, the rights and claims for defects are excluded,
- the limitation period shall not recommence if a replacement delivery is made within the scope of liability for defects.

The shortening of the limitation period does not apply,
- for a product, which was not used, in accordance with its usual application, for building construction and which was the cause of the building's defectiveness,
- for claims for damages and reimbursement of expenses on the part of the Client, and
- if the Seller has fraudulently concealed the defect.

7.3 The above-mentioned limitations of liability and shortening of the period of limitation do not apply
- to claims for damages and reimbursement of expenses of the Client,
- if the Seller has fraudulently concealed the defect,
- for goods which have been used in accordance with their customary use for a building and which have caused its defectiveness,
- for any existing obligation of the Seller to provide updates for digital products with respect to contracts for the supply of goods with digital elements.

7.4 Furthermore, for traders, the statutory limitation periods for any statutory right of recourse that may exist shall remain unaffected.

7.5 If the Client is a businessperson pursuant to section 1 of the German Commercial Code (HGB) he has the commercial duty to examine the goods and notify the Seller of defects pursuant to section 377 HGB. Should the Client neglect the obligations of disclosure specified therein, the goods shall be deemed approved.

7.6 If the Client acts as a consumer, the forwarding agent has to be immediately notified of any obvious transport damages and the Seller has to be informed accordingly. Should the Client fail to comply therewith, this shall not affect his statutory or contractual claims for defects.

7.7 The Seller shall not be liable for defects in the performance of the telecommunications contract for which the respective service provider is solely responsible. In this respect, the relevant statutory provisions and any deviating contractual conditions of the respective service provider shall apply.

8) Special Conditions for the Processing of Goods According to Client's Specification

8.1 If, according to the terms of the contract, the Seller owes the delivery of the goods as well as the processing of

the goods according to certain specifications of the Client, the Client shall make available to the operator all contents required for processing such as texts, images or graphics in the file formats, formatting, image and file sizes specified by the operator and shall grant the operator the necessary rights of use. The Client is solely responsible for the procurement and acquisition of rights for such content. The Client declares and assumes responsibility that he has the right to use the content provided to the Seller. In particular, he shall ensure that no third-party rights are infringed thereby, in particular copyrights, trademark rights and personal rights.

8.2 The Client shall indemnify the Seller from claims of third parties asserted against the Seller in connection with a violation of their rights by the Seller's contractual use of the Client's content. The Client shall also bear the reasonable costs required for the necessary legal defense, including all court and lawyer's fees according to the statutory rate. This shall not apply if the Client is not responsible for the infringement. In the event of claims by third parties, the Client shall be obliged to provide the Seller promptly, truthfully, and completely with all information that is necessary for the verification of the claims asserted for a corresponding defense.

8.3 The Seller reserves the right to refuse processing orders, if the content provided by the Client for this purpose violates legal or official prohibitions or morality. This shall apply in particular to the provision of content that is anti-constitutional, racist, xenophobic, discriminatory, offensive, or youth-endangering, and/or if it glorifies violence.

9) Applicable Law

9.1 The law of the Federal Republic of Germany shall apply to all legal relationships between the parties under exclusion of the laws governing the international purchase of movable goods. For consumers, this choice of law only applies to the extent that the granted protection is not withdrawn by mandatory provisions of the law of the country, in which the consumer has his habitual residence.

9.2 With regard to the statutory right of cancellation, this choice of law does not apply to consumers who do not belong to a member state of the European Union at the time of the conclusion of the contract and whose sole place of residence and delivery address are outside the European Union at the time of the conclusion of the contract.

10) Code of conduct

10.1 The Seller has agreed to the conditions of participation for the e-commerce initiative "Fairness in Commerce", which can be viewed on the Internet at https://www.fairness-im-handel.de/teilnahmebedingungen/.

10.2 The Seller is subject to the Google Customer Reviews Guidelines, which are available on the Internet at https://support.google.com/merchants/topic/7105962

11) Alternative dispute resolution

11.1 The EU Commission provides on its website the following link to the ODR platform: https://ec.europa.eu/consumers/odr.

This platform shall be a point of entry for out-of-court resolutions of disputes arising from online sales and service contracts concluded between consumers and traders.

11.2 The Seller is neither obliged nor prepared to attend a dispute settlement procedure before an alternative dispute resolution entity.

12) miscellaneous

12.1 As our goods are natural products which have been treated with the greatest care and precision, it is nevertheless possible that dimensional tolerances may occur due to natural shrinkage and swelling. These do not constitute a reason for complaints. The same applies to possible natural discolouration (e.g. red streaks, colour deviations, core/splint etc.) of the wood.

12.2 The furniture castors of the beech containers are for self-assembly. All assembly parts are included and the holes are pre-drilled, the furniture castors only need to be screwed down tightly.
12.3 Do not choose wooden blocks which, due to their dimensions, carry the risk of swallowing. ATTENTION - Danger of suffocation! They are not suitable for children under 3 years of age. Small building blocks may also carry the risk of getting stuck in the mouth. Please supervise your children!
12.4 Printed building blocks are advertising material and should not be used as toys.
12.5 QR-Codes: The contractor is not responsible for the QR codes supplied by the client. The functionality must be checked immediately after receipt of the goods. The contractor is not responsible for any subsequent damage to the objects that impairs the functionality.

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