

# General Terms and Conditions (GTC)

## § 1 Scope

(1) The present General Terms and Conditions are valid for every contract between the puzzle & play GmbH, Auf der Haide 2, 92665 Altenstadt/Germany (in the following referred to as puzzle & play), and the consumer or the entrepreneur (in the following referred to as Customer) as well as their legal successors. puzzle & play effects services, performances and deliveries exclusively on the basis of these General Terms and Conditions.

(2) The purchase contract is made with puzzle & play. Further information about puzzle & play can be found at the company-information page. Our customer support can be reached by sending an e-mail to: [team-ca@puzzleyou.com](mailto:team-ca@puzzleyou.com)

(3) Regulations which deviate from these General Terms and Conditions, in particular terms and conditions defined by the Customer, are only valid when explicitly agreed on by both parties and stipulated in writing. Additional agreements made by word of mouth by employees of puzzle & play are effective only when confirmed by puzzle & play in written form.

(4) The present General Terms and Conditions shall apply also for any future commercial deals without once more having to be explicitly defined. In case the entrepreneur applies conflicting or additional terms and conditions, their validity is hereby contradicted; they will only become part of the contract if we have expressly consented to them. Orders placed by word of mouth, by telephone or digital transfer are only accepted if in accordance with these General Terms and Conditions.

(5) The contractor puzzle & play is free to charge his services by letter mail or via electronic mail.

(6) We recommend saving and/or printing all transaction data as well as these General Terms and Conditions when ordering.

## § 2 Conclusion of Contract and Order Confirmation

(1) Via their website, puzzle & play provides the opportunity for their customers to have a photo puzzle based on their own image files printed and delivered, as well as to purchase accessories.

(2) The presentation of their offers, in particular in prospectuses, advertisements and the internet is no binding offer from puzzle & play. By clicking the button "Buy now" you place a binding order for all the goods being placed into the shopping cart. The confirmation of receipt of your order takes place directly by sending automated e-mail. The contract shall come into force with the sending of the confirmation by e-mail to the e-mail address given by the customer. If the customer has chosen payment by credit card, the contract comes into force at the moment the customer's credit card is charged (directly after the order has

been submitted), if the customer has chosen payment by PayPal, the contract comes into force at the moment of confirmation by PayPal.

(3) puzzle & play reserves the right to reject orders of a customer in particular cases if while processing the order impinging upon the rights of any third parties, violating laws or if the puzzle & play's exigencies are not met by the Customer. In this case, puzzle & play shall inform the Customer about the order rejection via email.

(4) puzzle & play does accept orders and delivery addresses from Canada. We do not deliver to P.O. Boxes.

(5) The contract text is not stored by puzzle & play.

### **§ 3 Right of withdrawal**

The right of cancellation does not apply on distance contracts for the production and supply of goods that have not been produced already and have to be manufactured according to customer specifications or clearly tailored to personal needs, such as photo puzzles and photo games.

### **§ 4 Obligations of the Customer**

(1) The processing of the provided data and pictures belonging to the Customer is carried out within a technically automated procedure without manual preliminary examinations and amendments by puzzle & play. The Customer confirms by uploading the files that he has the right to disperse and to duplicate the contents and materials of that file.

(2) The Customer guarantees that the contents and materials of a sent file do not infringe valid Law. The Customer guarantees in particular;

- that the documents (in particular picture and text files), contents and materials transmitted to puzzle & play, do not infringe copyrights, trademark rights or other protective rights of third persons,
- that no illegal documents, templates and contents which glorify violence, sedition or racism, no means of propaganda, emblems of unconstitutional parties or their alternative organizations or instructions on how to commit a crime, pornographic documents, materials or contents displaying the sexual abuse of children or sexual actions with animals, and discriminating statements or pictures concerning race, gender, religion, nationality, disabilities, sexual preferences or age will be sent to puzzle & play;
- that no laws for the protection of children and young persons as well as penal laws shall be violated. This applies in particular for the legal regulations of §§ 184 ff. German Penal Code (StGB) (dissemination of pornography), 185 ff. German Penal Code (StGB) (insult, slander, libel) as well as for the provisions of the Interstate Treaty for the Protection of Minors from Unsuitable Media Content.

(3) In case of infringement of aforementioned rights, the Customer indemnifies puzzle & play from all demands claimed by third parties. Should the situation arise, the Customer shall support puzzle & play in rejecting this claim. All expenses hereby incurred (lawyer, law charges, fines, etc.) shall be borne by the Customer.

(4) puzzle & play is not obliged to fulfil any performances or services resulting in violations of the law by puzzle & play. In such cases puzzle & play may refuse performance and withdraw from the contract. puzzle & play reserves the right to report an offence to the police when receiving Customer data violating provisions of the criminal law.

## **§ 5 Copyrights and Licence Concessions, Release from Liability**

(1) The Customer is solely responsible for the transferred image files and assures that texts and motifs are not subject to any rights held by third parties. In case of violations, the costs for any breaches of copyright, personal rights or rights to the use of a name will be borne solely by the Customer. The Customer also assures puzzle & play that by personalising the product no other rights held by third parties are infringed. The Customer releases puzzle & play from all demands and claims resulting from the infringement of such third-party rights, as far as the Customer is responsible for the breach of duty. The customer shall reimburse puzzle & play for all thereby incurred costs and damage.

(2) To execute the order puzzle & play reserves the right to use the provided image files as required for the order processing. This also implies saving, duplicating and editing image files. If required for order processing, this also incorporates the right to provide third parties with image files.

## **§ 6 Data Protection and Storage**

(1) puzzle & play assumes that the Customer is saving his/her image files beyond the delivery of the ordered goods.

(2) The Customer agrees not to delete image files of ordered pictures in his/her customer profile with puzzle & play until receipt of the puzzle in proper form. puzzle & play saves all data transferred by the Customer for 60 days to assure order processing, repeat orders or the processing of complaints. The Customer cannot claim data saving beyond this period of 60 days.

(3) We do not store the contract's content, we will only send you the details of your order via e-mail. For safety reasons your order's data are not available via internet. We keep these data in confidence according to our privacy policy.

## **§ 7 Privacy Policy**

(1) The privacy policy is only valid for the websites and services of puzzle & play. It is not valid for websites to which puzzle & play's websites are linked. On those websites, please follow the privacy policy of the respective provider.

(2) The Customer is informed in detail about nature, extent, place and purpose of collection, saving, processing and utilisation of the personal data required for the conduction of the order by puzzle & play's privacy policy. The Customer expressly agrees with this collection, saving, processing and utilisation of personal data. All data is to be treated confidentially.

(3) The Customer is entitled to revoke his/her agreement at any time with future execution. puzzle & play is obliged to immediately delete any personal data in case of cancellation, unless an order has not been completely conducted yet. If demanded by the Customer, puzzle & play will provide information about his/her personal data saved at puzzle & play.

(4) puzzle & play is obliged not to provide any third parties with the personal data. The data will only be forwarded to third parties, which have been authorised by puzzle & play (e.g. suppliers, forwarding agents and financial institutions) as far as the data is required for the processing of an order, i.e. delivery and payment of the purchasing price. The extent of the provided data is however limited to the minimum.

(5) Puzzle & play reserves the right to request information about you from other third parties such as credit agencies. We will add this information to the information we have previously processed about you so as to enable us to provide the goods or services to you or improve and enhance your buying experience as well as money laundering and fraud prevention. Where we make such a request we will first inform you of this intention and whether any record of the search will be recorded on a credit file. You have a right to obtain a copy of your credit file.

(6) When signing up for our newsletter, the Customer's email address will be saved by puzzle & play for the purpose of advertising and market research until cancelling the registration for our newsletter.

(7) The Customer is also advised that when transferring data on the internet, puzzle & play cannot ensure that no third parties gain access to the data due to the present state of the art. puzzle & play cannot be held liable therefore as well as for any damage caused hereby.

## **§ 8 Prices**

(1) All prices include the respectively valid value-added tax and are to be understood ex works excluding packing and delivery. Costs for packing and delivery (shipping costs and if applicable costs for transport insurance), which are communicated to the Customer before ordering, will be invoiced separately. Only the prices and shipping costs quoted when ordering are relevant. Information about shipping costs can also be found on our FAQ's page.

(2) Additional taxes and customs duties may accrue when delivering into countries not stated in § 2 (4). These taxes and customs duties are to be borne by the Customer.

## **§ 9 Terms of Payment**

(1) The Customer can choose between the following payment methods: payment by credit or debit card (Visa, MasterCard), PayPal or payment in advance. Puzzle & play reserves the right to restrict the options of payment methods for the Customer depending on order value, shipping destination or other criteria. The customer's credit-, debit- or PayPal-account will be charged immediately after the customer has submitted the order by clicking the "Buy now" button. By choosing payment in advance, the customer receives a confirmation e-mail

with information about our bank account numbers. Production will start after the payment is effected (once the total amount has been transferred to the account of puzzle & play).

(2) The Customer is obliged to reimburse to the full extent any costs which may accrue due to a return debit note or insufficient credit bank balance when collecting the purchase price. All accrued bank fees will be charged to the Customer by puzzle & play.

(3) Puzzle & play reserves the right to cancel the order and withdraw from the contract if the total price has not been transferred to the account indicated on the order confirmation within 14 days after conclusion of contract under the terms of § 2 of these General Terms and Conditions.

(4) Penalties of an amount equal to the legal interest rate of 5 % p.a. are applicable by right to the unpaid amounts after thirty days following the billing date or after a payment reminder following the due date. If any other damage caused by delay can be verified, this damage can also be claimed.

(5) Puzzle & play reserves the right to involve trustworthy third parties for the handling of payments. Puzzle & play is free to assign its claims to a debt collecting agency upon default of payment and to transfer the personal data required for the handling of payment to this third party. In this case, payment will be effected once the outstanding amount has been placed at the unlimited disposal of the before-mentioned third party.

(6) Orders as well as any other services can only be executed if no arrears from other contracts exist. Payments will firstly be set off against outstanding debits, interest and costs as they fell due.

## **§ 10 Contractual Exclusion of Set-off, Right of Retention**

(1) The Customer does not have the right to set off any claims against pecuniary claims of puzzle & play unless the Customer's claims are undisputed, legally declared or acknowledged in writing by puzzle & play. The Customer is permitted to use his right of retention when his/her counterclaim is based on the very same contractual relationship.

## **§ 11 Terms of Delivery**

(1) puzzle & play effects delivery quickest possible after receipt of payment. Puzzle & play cannot be held liable for delays in delivery caused by third parties responsible for production, shipment, etc.

(2) Partial deliveries are allowed and seen as individual deliveries. Delay in delivery does not allow indemnity claims for the Customer, unless delivery has been delayed deliberately or due to gross negligence.

(3) Delivery time will be adequately extended if delivery is delayed due to reasons beyond puzzle & play's control (e.g. force majeure, fault of third parties etc.). The Customer is to be informed hereof immediately. During the period of delay puzzle & play does not default on delivery. In case of delay exceeding 4 weeks after conclusion of contract, each party has the

right to withdraw from the contract. The purchase price is to be refunded in case of a justified withdrawal.

(4) Irrespective of any warranty rights, the Customer has to report goods which are delivered with apparent defaults of the packing or its contents and complain about the shipment to the forwarding agent immediately. Furthermore puzzle & play is to be informed immediately about the complaint (via e-mail, fax, mail, telephone) by the Customer to protect any rights vis-à-vis their forwarding agent.

(5) The following applies to entrepreneurs: The risk of accidental loss and accidental deterioration will pass to you as soon as we have delivered the goods to the freight forwarder, freight carrier or the person or institution who is otherwise destined to carry out the dispatch. If you fail to make a notification, the goods are being considered approved unless this concerns a defect that was not detectable during the inspection.

(6) Hidden defects are also to be communicated to puzzle & play, irrespective of any warranty rights, as soon as detected to ensure any warranty claims vis-à-vis third parties.

(7) A personal pick up of the goods is not possible. We only deliver by courier.

## **§ 12 Retention of Title**

(1) Transfer of title in and to the goods delivered shall be subject to payment in full.

(2) If the Customer does not effect payment in time, puzzle & play is entitled to claim possession of the goods being under reservation of proprietary rights of puzzle & play after a reminder and the expiration of an appropriate deadline. The exercise of our reserved title of the attachment of the item delivered shall not be considered as a rescission of contract unless regulations of the consumer credit oppose to this not mandatorily applicable right.

(3) Resale by the Customer is only allowed in a regular course of business. Any selling on of the goods shall in such case be on our behalf until payment for the goods is made.

(4) During adaptations and converting of the goods delivered by puzzle & play and being under reservation of proprietary rights of puzzle & play, puzzle & play retains the property in products and is seen as the producer according to § 950 BGB. If third parties are involved in the adaptations and/or converting of the goods, puzzle & play's part of property shall be equal to the amount invoiced for the delivered goods.

## **§ 13 Liability and Warranty**

(1) ) puzzle & play is only liable for defects caused by intentional and gross misconduct. Excluded are any violations of life, body and health and the infringement of essential contractual obligations (cardinal obligations). This also applies to indirect consequential damage, especially lost profit, lost possibility of usage or intangibles. Liability is restricted to the average damage typical of this type of contract. This liability restriction is correspondingly also effective for puzzle & play's employees and assistants. Liability claims due to the Product Liability Act remain unaffected.

(2) The specifications, drawings, illustrations, technical data, weight specifications, indicated dimensions and performance specifications which can be obtained on puzzle & play's website, in puzzle & play's brochures, catalogues, mailings, advertisements or price lists are only informational. puzzle & play does not take responsibility for the correctness of aforementioned indications. Type and scope of delivery will be executed as indicated in the order and the order confirmation.

(3) Slight colour deviations, dimensional deviations, format deviations and deviations of the quality of material and surfaces due to the printing and production processes cannot be excluded. These deviations do not constitute reasons for complaints. Furthermore, loss of quality as a result of insufficient quality of the picture transferred by the Customer (e.g. resolution of original image file) will not be regarded as a defect. The Customer and puzzle & play do not agree on any particular conditions of the ordered goods.

(4) Puzzle & play does its utmost to keep the website operational, but they are not responsible for damage and mistakes of customers in case of an intermittent unavailability or other technical problems of the website. Moreover, puzzle & play cannot be held liable for loss or damage of image while the Customer forwards the data by mail or electronically. puzzle & play is not obliged to verify any data received by the Customer. The Customer is to ensure the usage of a state-of-the-art antivirus protection program for electronic transfer of data.

(5) Only technical errors avoidable with today's state-of-the-art are regarded as a defect. Goods cannot be returned because they do not suit the taste of the Customer. Slight technical deviations of the goods (as mentioned before) are allowed and do not constitute a defect as long as they are within the commercial scope and the purpose of the goods stipulated in the contract is not considerably reduced. The size of cropped images may slightly differ from the indicated sizes. Due to differing and not colourfast monitor calibrations, slight colour deviations may occur between the image file and the printed product. Monochrome printings may show a minor standard colour cast. In any of the cases in this paragraph, complaints, refunds or replacement prints are excluded.

(6) Puzzle & play states that the offered print products are not abrasion- and waterproof. Furthermore, they are only intended for the use in closed rooms. Ultraviolet resistance is limited to the commitments made by the producers of the base materials (paper, inks). Direct solar irradiation for a longer period of time may cause fading of the colours. This colour fading is not regarded as a defect.

(7) The Customer is to claim apparent defects of the delivered goods within two weeks after delivery. He/She shall send a detailed description of the defect to puzzle & play via e-mail or mail. Return shipment is to be effected within two weeks following the date of delivery. Apparent defects cannot be claimed if reported after the aforementioned period of time has passed. Insofar as only merchants represent the contract partners, the regulations of §§ 377 ff. HGB apply additionally.

(8) Complaints about latent defects can be made within the legal warranty period. In such a case, a detailed description is to be sent to puzzle & play who reserves the right of supplementary performance. The legal regulations shall apply in case of warranty.

(9) In case of defects of the ordered goods, puzzle & play shall repair the defects or arrange for a compensation delivery. Should puzzle & play not fulfil its duty of supplementary performance within 14 days or should two attempts of remediation of the defects fail, the Customer shall have the right to withdraw from the contract or to demand reduction of the purchase price. If only a part of the delivery is defect, only the damaged parts can be complained about. puzzle & play is not obliged to execute supplementary performance should the Customer not have paid for the flawless parts of the goods.

(10) Latent defects have to be claimed immediately after detection within one year following delivery of the goods if the Customer is an entrepreneur. For merchants, the legal applications in the HGB (German Commercial Code) are applicable.

## **§ 14 Warning notice:**

(1) Choking hazard!

Warning! Our photo puzzles and game accessories (dice and pawns) are not suitable for children under 3 years. Choking hazard due to small parts.

## **§ 15 Final Provisions and Severability Clause**

(1) In case of invalidity of individual clauses or a contradiction of legal requirements of these General Terms and Conditions and the contract between the Customer and puzzle & play, the validity of the terms as a whole will not be affected. The contracting parties are to mutually agree on a clause as close as possible to the economic intent of the invalid term in order to replace it in a legally effective way. The present regulation is equally applied for the provisions of the contract concluded by the Customer and puzzle & play.

(2) The law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods shall apply to the contract. This choice of law shall only apply to consumers if the granted protection has not been withdrawn through compelling provisions of the law of the state in which the consumer has his usual place of residence. If the customer is a resident of the United Kingdom, he / she is entitled to take legal action against puzzle and play for a competent court in his / her place of residence.

(3) For merchants according to the commercial code, fund assets or for artificial persons of public law Weiden / Germany is the exclusive place of jurisdiction.