

# General Terms and Conditions and Client Information

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### 1) Scope of Application

**1.1** These Terms and Conditions of the company puzzle & play GmbH (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 online shop of the Seller. 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 Terms and Conditions is any individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession. A trader pursuant to these Terms and Conditions is any person acting for purposes relating to that person's trade, business, craft or profession, whether acting personally or through another person acting in the trader's name or on the trader's behalf.

### 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 by 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 virtual basket.

**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/she placed his/her 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** The period for acceptance of the offer shall start on the day after the Client has sent the offer and ends on expiry of the fifth day following the sending of the offer.

**2.5** The contract's content will be stored by the Seller and will be sent to the Client in writing including these Terms and Conditions and Client Information (for example via e-mail, fax or letter) after the Client has submitted his order. The contract text may not be called up by the Client on the Seller's website following conclusion of the order process.

**2.6** The Client can correct all the data entered via the usual keyboard and mouse function prior to submitting his binding order. In addition, prior to submitting the order, all data entered will be displayed in a confirmation window and can be corrected here as well, via the usual keyboard and mouse function.

**2.7** The contractual language is English.

**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/she provides for the order processing is accurate so that e-mails sent by the Seller can be received at this address. Particularly, 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 of cancellation. Detailed informations about the right of cancellation are provided in the Seller's instruction on cancellation.

**3.2** 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) Price and Delivery Costs**

**4.1** Unless otherwise stated in the product descriptions, prices indicated are end prices and include the statutory value-added tax. Any possible additional delivery and dispatch costs are specified separately in the respective product description.

**4.2** For deliveries to countries outside the European Union, additional costs may arise which are beyond the Seller's control. They shall be borne by the Client. Such costs are for example money transfer costs (transfer fees, exchange rate charges) or customs duties or import taxes.

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

**4.4** If payment in advance has been agreed upon, payment shall be due immediately upon conclusion of the contract.

## **5) Shipment and delivery conditions**

**5.1** Goods are generally delivered on dispatch route and to the delivery address indicated by the Client, unless otherwise agreed.

**5.2** Should delivery to the Client not be possible, the assigned transport company returns the goods to the Seller and the Client bears the cost for the unsuccessful dispatch. This shall not apply if the Client is not responsible for the event that entails the impossibility of delivery, or if he/she has been temporarily impeded to receive the ordered goods, unless the Seller has given notice to the Client in an adequate period of time prior to the delivery.

**5.3** The risk of accidental destruction and accidental deterioration of the sold goods shall in principle be transferred to the Client when they come into the physical possession of the Client or a person identified by the Client to take possession of the goods. . Should the Client act as a trader, the risk of accidental destruction and accidental deterioration in the event of a sale by dispatch shall be transferred upon delivery of the goods to a qualified transport person at the Seller's place of business.

**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 without delay and payments made by the Client will be immediately refunded.

**5.5** Collection by the Client is not possible for logistical reasons.

## **6) Liability for defects**

**6.1** The statutory consumer rights will apply.

**6.2** If the Client is a consumer and he uses his short-term right to reject the product, he has to return the product at his cost.

## **7) Law and Jurisdiction**

**7.1** If a Client acts as a consumer pursuant to Section 1.2, any contractual relationships

between the parties are governed by British law excluding the UN-Convention on Contract for the International Sale of Goods and the courts of the State where the Client is domiciled will have exclusive jurisdiction over any dispute relating to these relationships.

**7.2** If a Client acts as a trader pursuant to Section 1.2, any contractual relationships between the parties are governed by German law excluding the UN-Convention on Contract for the International Sale of Goods and the courts of the State where the Seller is domiciled will have exclusive jurisdiction over any dispute relating to these relationships.