



# General Terms and Conditions of Business and customer information

## 1. Scope and provider information

These General Terms and Conditions (hereinafter referred to as "GTC") of Fun Factory GmbH (hereinafter referred to as the "Seller", "we" or "us") apply to all sales contracts that a consumer (hereinafter referred to as the "Customer" or "you") concludes with the Seller with regard the goods and/or services presented by the Seller in its online shop [www.funfactory.com](http://www.funfactory.com). Customers are only users. Your contract partner and contact person for this online shop is:

FUN FACTORY GmbH  
Am Hohentorshafen 17-19  
28197 Bremen, Deutschland  
Telephone: +49 (0) 421 520 76 0  
Fax: +49 (0) 421 520 76 290  
E-Mail: [info@funfactory.com](mailto:info@funfactory.com)

## 2. Conclusion of Contract

2.1 The Contract is concluded through an offer and acceptance. With the placement of products in our online shop we are making a binding offer to conclude a contract, as long as the order is for normal household quantities.

2.2 Orders are made by selecting items listed in our shop by clicking on selected items, moving these items to the basket by clicking the "Put in the basket" button, confirming the items in the "checkout", selecting the desired customer access ("I am already a customer", "I am a new customer", or "I would like to place an anonymous order"), if necessary re-entering data, submitting the completed electronic order form by clicking the button "continue", selecting the desired delivery address and type of delivery, and concluding with the payment method. All entries will be displayed once more in a confirmation window and can be corrected by clicking the button "back". The contract is concluded by clicking on the "Buy Now" button to accept the offer of the goods contained in the shopping cart. The content of the Contract is saved in our shop system.

2.3 After we have received your offer to purchase, we will send you an automatic confirmation by e-mail containing our General Terms and Conditions of Business, instructions on the right of withdrawal and your order. You can print the contents of this mail using the function "print".

2.4 After you have sent the order via the Internet you cannot access the content if you have placed your order anonymously. If you are a registered customer or have created a new account, you will be able to access the content of your order after sending it via the Internet. You can review our General Terms and Conditions of Business at any time using the "Terms & Conditions" link on our website.

2.5 All contracts may be concluded in German or in English.

## 3. Right of withdrawal

3.1 Consumers are entitled to the right to cancel.

3.2 Further information on the right of withdrawal may be found in our cancellation policy, which may be found lower down on the page.

#### **4. Delivery Area and Delivery**

4.1 Orders shall only be delivered within the EU as well as Switzerland and Norway.

4.2 Delivery in the Federal Republic of Germany shall take place via parcel service and in Europe via FedEx or DPD, to the address you have provided in the order.

4.3 Delivery time is one to five days, unless other changes have been indicated.

#### **5. Prices, Shipping Costs, and Conditions of Payment**

5.1 All prices stated are indicated in euros and include the applicable statutory sales tax.

5.2 We offer free shipping within Germany for all orders over €15,00. For any orders under €15,00, shipping costs of €3,95 will be charged. Shipping to all other EU countries, Switzerland, Norway and the UK is free for all orders over €40,00. For any orders under €40,00, shipping costs of €4,95 will be charged.

5.3 You can pay the invoice by PayPal, credit card, Amazon Pay or Sofort bank transfer. Other forms of payment must be agreed upon separately and require our written consent. For every order, we reserve the right not to offer certain payment methods and to require other payment methods.

If the PayPal payment method is selected, the “PayPal Terms of Use” of PayPal (Europe) S.à.r.l. & Cie, S.C.A. apply. The terms of use that apply to your contractual relationship with PayPal (Europe) S.à.r.l. & Cie, S.C.A. are available at <https://www.paypal.com/>.

If the Amazon Pay payment method is selected, the payment is processed by the payment service provider Amazon Payments Europe S.C.A., 38 avenue J.F. Kennedy, L-1855 Luxembourg (hereinafter referred to as: “Amazon Pay”). The terms of use that apply to your contractual relationship with Amazon Pay are available at <https://pay.amazon.co.uk/>.

If the Sofort bank transfer payment method is selected, the “Klarna Sofort Terms of Use” of Klarna Bank AB (publ), Sveavägen 46, 111 34 Stockholm, Schweden apply. The terms of use that apply to your contractual relationship with Klarna are available at <https://www.klarna.com/sofort/agb/>.

5.4 The purchase price is payable immediately upon conclusion of the Contract. In the case of a purchase via PayPal and by credit card, your account will be charged with the purchase price upon receipt of the order.

When paying with Amazon Pay, a payment order is sent to the payment service provider Amazon Pay when the order is dispatched. The invoice amount will be debited from your Amazon Pay customer account after you have received our order confirmation. You will receive further information during the ordering process.

When paying with Sofort, you will be redirected to the website of the online provider Sofort GmbH. In order to be able to pay the invoice amount via Sofort, you must have a bank account that is activated for online banking, legitimize yourself accordingly and confirm the payment order to us. You will receive further instructions during the ordering process. The payment transaction will be carried out immediately afterwards by Sofort and your account will be debited.

5.5 Payments made in Germany are free of charge for us. If you make payment from outside Germany, you shall bear the fees charged by your bank. We only assume fees incurred due to our transaction partners.

## **6. Warranty Against Defects / Liability**

6.1 The statutory warranty rights apply for the products offered in our shop. The statutory warranty period is 2 years and begins with the delivery of the goods.

6.2 Our liability for compensation of damages, regardless of the legal reason (especially with respect to default, defects or other violation of duties) is limited to damages customary for the contract that are foreseeable.

6.3 The foregoing limitations to liability shall not apply to our liability for damage due to intent or gross negligence, for death or injury to body or health, or pursuant to the product liability act.

6.4 To the extent that our liability is excluded or limited, this shall also apply to personal liability of employees, representatives and agents.

## **7. Retention of Title**

We retain title to the ordered goods until the purchase price has been entirely paid. Payments are deemed paid as soon as we can freely dispose of the payment amount.

## **8. Redemption of promotional vouchers and codes**

8.1 Promotional vouchers and codes (hereinafter referred to as “promotional vouchers”), which are issued free of charge by the Seller as part of promotions with a specific period of validity and which cannot be purchased by the Customer, may only be redeemed in the Seller's online shop and only during the specified period.

8.2 Individual products may be excluded from the voucher promotion, if a corresponding restriction is shown on the promotional voucher.

8.3 Promotional vouchers may only be redeemed before completing an order process. Vouchers will not be retrospectively applied.

8.4 Only one promotional voucher may be redeemed per order.

8.5 The value of the goods has to be the same or greater than the amount of the promotional voucher. Any remaining credit will not be refunded by the Seller.

8.6 If the value of the promotional voucher is not sufficient to cover the order, one of the remaining methods of payment offered by the Seller may be chosen for settling the difference.

8.7 The balance of a promotional voucher will neither be paid out in cash nor attract interest.

8.8 The promotional voucher will not be refunded if the Customer returns goods that have been fully or partially paid for with the promotional voucher, when exercising their right of cancellation.

8.9 The promotional voucher is only intended for use by the person named on it. A transfer of the promotional voucher to third parties is forbidden. The Seller is entitled, but not obliged, to check the substantive eligibility of each voucher holder.

8.10 A promotional voucher may be for a percentage discount as well as monetary/real euro amounts and free products.

## **9. Information in relation to the German Battery Act (Batteriegeseztz) and the German Waste Electrical and Electronic Equipment Act (ElektroG)**

### **Batteries and long life batteries**

Owners of electronic devices must remove all batteries and long life batteries, so long as these are removable, from the device before disposal. This does not apply if disposing the electronic waste at a public waste management organization that will, for the purpose of recycling, separate these from the electronic devices. Batteries containing harmful substances are marked with the crossed-out wheeled bin symbol and one of the following chemical symbols:

Pb: the battery contains lead

Cd: the battery contains cadmium

Hg: the battery contains mercury

### **Ways of returning old devices.**

The crossed-out wheeled bin symbol means that this electrical or electronic device must not be disposed of as domestic waste at the end of its service life.

There are free collection points for used electrical devices in your area as well as other points for collecting the devices for re-use. You can get the addresses from your city or local government. If the old electrical or electronic device contains personal data, you are responsible for deleting it yourself before you return it. You can find more information at <https://www.elektrogesetz.de/>.

### **Manufacturer Registrations number**

As a manufacturer in compliance with the Electrical and Electronic Equipment Act, we are registered with the Stiftung Elektro-Altgeräte Register (Benno-Strauß-Str. 1, 90763 Fürth) under the following registration number: DE66139642.

## **10. Data Protection**

We use the data gathered during the transaction in accordance with the German Federal Data Protection act exclusively for processing and completing your order. More information is available under the under [Data Protection section](#) of our website [www.funfactory.com](http://www.funfactory.com).

### **11. Applicable Law**

The laws of the Federal Republic of Germany shall apply. For consumers not concluding the contract for professional or commercial purposes, this legal choice is valid only insofar as the protection provided by mandatory provisions of the laws of the country in which the consumer has his habitual residence is not withdrawn. The Hague Conventions of July 1, 1964 concerning uniform laws on international purchasing and the United Nations Convention of April 11, 1980 on Contracts for the International Sale of Goods do not apply.

### **12. Dispute resolution**

Disputes between consumers and retailers in connection with online sales contracts or online service contracts may be settled via an online platform. Below you will find the corresponding link to the platform of the European Commission for the out-of-court settlement of online disputes (known as the "ODR platform") in accordance with EU Regulation No. 524/2013: <https://ec.europa.eu/consumers/odr/>.

We are not obligated and are not generally prepared to participate in a dispute resolution procedure under the German Consumer Dispute Resolution Act (Verbraucherstreitbeilegungsgesetz (VSBG)).

## **Right of withdrawal**

Consumers are entitled to a cancellation right under the following conditions, where the consumer is any natural person who enters into a transaction for purposes which are predominantly not attributable to their commercial or independent professional activity:

### **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.

To exercise the right of withdrawal, you must inform us, FUN FACTORY GmbH, Am Hohentorshafen 17-19, 28197 Bremen, Germany, Telephone: +49 (0) 421-520 760, Fax: +49 (0) 421-520 76290, E-Mail: [info@funfactory.com](mailto:info@funfactory.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached [model withdrawal form](#), but it is not obligatory.

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 (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), 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. The deadline is met if you send back the goods before the period of 14 days has expired. You will have to bear the direct cost of returning the goods. You are only 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.

**Exclusion of the right of withdrawal**

The right of withdrawal does not apply to contracts for the supply of goods which due to health reasons or hygiene are no longer suitable for return when the sealed packaging has already been removed.