

Our General Terms and Conditions:

Status: July 2019

Here you will find important information about making a purchase from myToys.com - if you purchase from us, you do so without any risk. Please carefully read through our terms and conditions as they govern the contractual relationship between you and myToys.de GmbH

1. Cancellation policy:

Right of cancellation

You have the right to cancel this contract within fourteen days without specifying any reasons.

The cancellation period is fourteen days from the date on which you or a third party nominated by you who is not the carrier took possession of the last goods.

In order to exercise your right of cancellation, you must inform us (myToys.de GmbH, Potsdamer Str. 192, 10783 Berlin, Germany, fax: +49 (0)30 726 201 - 444 (international fax rates to Germany apply), e-mail: service@myToys.com) about your decision to cancel this contract by providing an unambiguous declaration (for example a letter sent by post, fax or e-mail). You can do this using the enclosed sample cancellation form, but this form is not pre-populated.

In order to preserve the cancellation period, it is sufficient if you send the notification of your exercising of the right of cancellation before the cancellation period elapses.

Consequences of cancellation

If you cancel this contract, we must pay back to you all payments which we have received from you, including the delivery costs (with the exception of the additional costs resulting from the fact that you chose a delivery format other than the cheapest standard delivery which we offer), immediately and within no more than fourteen days from the date on which we received the notification about your intention to cancel this contract. For this repayment, we shall use the same means of payment that you used in the original transaction, unless something to the contrary has been explicitly agreed with you; in no event shall you be charged any fees for this repayment. We may refuse to make the repayment until we have received the goods back from you or you have provided proof that you have returned the goods, depending on which of these is the earlier.

You must return the goods to us immediately and in any event within no more than fourteen days from the date on which you notify us about the cancellation of this contract (myToys Group, Logistics Centre, Otto-Hahn-Strasse 15, 64579 Gernsheim, Germany) or hand them over. The deadline period is preserved if you send the goods before the period of fourteen days elapses.

We shall pay the costs of returning the goods.

You must only pay for any depreciation in the value of the goods if this depreciation in value is attributable to handling other than what is necessary to ascertain the nature, properties and functioning of the goods.

End of the cancellation policy

2. Exclusion/forfeiture of the right of cancellation:

A right of cancellation does not exist according to Section 312g (2) of the German Civil Code inter alia in the case of contracts for the delivery of goods which are not prefabricated and for whose fabrication it is essential for the consumer to make an individual selection or stipulation or which are clearly customised to the personal needs of the consumer, and it lapses prematurely in the case of contracts for the delivery of sealed goods which, for reasons of health protection or hygiene, are not suitable for return if their seal has been removed following delivery and in the case of contracts for the delivery of audio or video recordings or computer software in a sealed package if the seal has been removed following delivery.

3. Conclusion of contract:

The product descriptions displayed in the online shop do not constitute binding offers but nonbinding online catalogue offers. By clicking the button to complete the purchase, you make a binding offer to enter into a purchase contract of the articles contained in your basket. While it is our practice to immediately confirm orders by email, the receipt of an email order confirmation does not constitute our acceptance of an order or our confirmation of an offer to sell a product. The conclusion of a contract comes with delivery of the goods. If you pay with credit card or PayPal, the contract is concluded upon receipt of the request for payment you receive from us.

4. Delivery:

Orders and deliveries are possible within The United States. Delivery will be made by DHL. Articles will only be dispensed in quantities which are normal for household use and only to end consumers. Our prices are in euro and include statutory value added tax.

5. Shipping costs:

The minimum order value is € 15.00. As shipments of goods abroad incur considerably higher costs, the flat-rate charge for shipping costs is € 21.00.

6. Payment:

Payment may essentially be prepayment.

7. Retention of title:

The goods shall remain our property until full payment has been received.

8. Warranty:

If articles which are delivered display obvious material or manufacturing defects, including damage sustained during transportation, please make a complaint about such defects immediately to us. However, failure to give notice of defects shall not have any implications for your statutory rights. All defects to the purchased item which occur during the statutory warranty period shall be governed, at your choice, by the statutory claims to supplementary performance, to rectification of the defect/a new delivery and also - if the statutory preconditions are met - the further claims to reduction or withdrawal as well as to compensation, including reimbursement for the damage caused in lieu of supplementary performance and also reimbursement for your wasted expenditure. If we grant you a vendor warranty, the details of this shall be outlined by the guarantee conditions which are enclosed with the respective article that is delivered. Guarantee claims shall exist without prejudice to the statutory claims/rights.

9. Non-available articles:

If an article cannot be delivered, we shall pledge to notify you immediately about its non-availability and reimburse any services which may have been received in return immediately.

10. Electronic communication

You agree that communication in relation to the contract can take place electronically.

11. Alternative dispute resolution:

We shall not be obligated to participate in the dispute settlement proceedings at a consumer arbitration board.

12. Disclaimer for external links:

The myToys.com website contains links to other sites on the internet. The policy in respect of all these links is that myToys.com explicitly declares that it has no influence whatsoever on the design and content of the linked website. We therefore hereby distance ourselves explicitly from all of the content on third-party websites and do not espouse such content. This policy applies to all of the links which are displayed and to all of the content on the websites to which links lead.

13. Contract Language/Storage of the order text:

The contract closing occurs in German. The order text is not stored by us and can no longer be retrieved after the order process has been completed. However, you may print out your order details immediately after submitting your order.

14. Image rights:

All image rights rest with myToys.de GmbH or its partners. Any use without express permission is prohibited.

15. Supplier identification:

myToys.de GmbH
Potsdamer Str. 192
10783 Berlin
Germany
E-mail: service@mytoys.com
Tel.: +49 (0)30 726 201 - 201
represented by the directors:
Dr. Oliver Lederle
Alexander Lederle
Florian Forstmann

District Court Berlin Charlottenburg HRB 77235
VAT identification number: DE 812 782 776

Sample cancellation form

(If you want to cancel the contract, then please complete this form and send it back to us.)

- To myToys.de GmbH, Potsdamer Str. 192, 10783 Berlin, Germany, fax: +49 (0)30 726 201 - 444 (international fax rates to Germany apply), e-mail service@myToys.com:
- I/we (*) hereby cancel the contract concluded by me/us (*) in relation to the purchase of the following goods (*)/ delivery of the following service (*)
- Ordered on (*)/received on (*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only when notification is provided on paper)
- Date

(*) Cross out as appropriate