

Toy-Versand, Diburnium Store

Conditions of Use

General Terms of Business, Version 01.01.2023

1. Legal Reporting Requirements

Your contract partner is

Diburnium GmbH

Thalkirchner Str. 5, 80337 Munich

Commercial Register HRB 258317, Local Court Munich

VAT ID: DE332276052, Tax Number: 143/129/30162

CEO: Siegfried Haderer

Customer Service - Office Hours between 12 am and 7 pm (working days)

Phone: +49 89 26019310

Fax: +49 89 26022977

Email: info@toy-versand.de

Web: <https://shop.toy-versand.com>

You can also use this address above to make a compliant or cancel your contract described in point 7.

2. Contract Formation

The law of the Federal Republic of Germany shall apply to these Terms and Conditions of Business. We consider your order to be legally binding and are free to accept your order and enter into contractual relation by delivering the ordered items. You'll get an automatically sent Email immediately after placing your order. This is to let you know that we got your order request properly. If a contract was not formed five working days after your order, we refuse to accept the order. The language used for conclusion of contract is German. To read more detailed informations about the order process please visit the page Shop Instructions.

3. Prices, Delivery, Delivery Charges

All prices are in Euro and include sales tax. The prices at date of order are effective. The costs for delivery will be charged additionally, this depends on your order value and country. For more details about the Shipping Zone your country belongs please see the page Shipping & Handling or the listing below.

- **Shipping within Germany**

All prices include sales tax. No costs are added to the issued prices. Only if the order value falls below 80 € we will charge 3,90 € for the shipment. For C.O.D. (cash on delivery) we add 2,90 €.

- **Shipping to Austria**

All prices include sales tax. No costs are added to the issued prices. Only if the order value falls below 100 € we will charge 3,90 € for the shipment.

- **Shipping Zone 1**

Albania, Andorra, Belarus, Belgium, Bosnia, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Greece, Great Britain, Hungary, Ireland, Iceland, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Ukraine, Vatican City: All prices include sales tax. No costs are added to the issued prices. Only if the order value falls below 150 € we will charge 8,90 € for the shipment.

- **Shipping Zone 2**

Algeria, Egypt, Georgia, Israel, Lebanon, Libya, Morocco, Russian Federation, Syria, Tunisia, Turkey: All prices include sales tax. No costs are added to the issued prices. Only if the order value falls below 250 € we will charge 25 € for the shipment.

- **Shipping Zone 3**

Canada, China, India, Indonesia, Mexico, Philippines, Singapore, South Korea, Thailand, USA, Vietnam: All prices include sales tax. No costs are added to the issued prices. Only if the order value falls below 250 € we will charge 40 € for the shipment.

- **Shipping Zone 4**

Argentina, Australia, Brasilia, New Zealand, South Africa and all other countries not mentioned: All prices

<https://shop.toy-versand.com/en/conditions-of-use>

include sales tax. Irrespective of the order value we will charge 55 € for the shipment.

The ordered items are shipped in a neutral packaging, normally by Deutsche Post AG/DHL. Special requests are possible, additional costs would be at your expense.

The ordered items are shipped as soon as possible, at latest within five working days, except there is a different delivery period mentioned in the description of the relevant article or there was a different delivery period explicitly agreed.

4. Reservation of Proprietary Rights

All the goods delivered remain our property until complete payment has been effected.

5. Payment

Methods of payment are C.O.D, Credit Card, PayPal, Bank Transfer in advance, Debit entry, Invoice. For more details about payment please see our page Payment Methods. Customers of foreign countries may choose between payment in advance by Bank Transfer, payment by Credit Card or payment by PayPal.

6. Return of Items

In the case of exercising the right of revocation, the charges for the return shipping is borne by the customer.

7. Conversion Rights

Conversion right for consumers

Information to Conversion Rights

According to the German civil code, you have the right to cancel the contract for the purchase of any item within 14 days. This period starts after the receipt of the items ordered by yourself or an authorized person. You are not required to give reasons for the cancellation (nevertheless we would appreciate to learn about your reasons) and declare the cancellation (e.g. by letter, fax, email, phone) to:

**Diburnium GmbH
Thalkirchner Str. 5
80337 Munich
Phone: +49 89 26019310
Fax: +49 89 26022977
Email: info@toy-versand.de**

Optionally you can use the provided form Conversion Rights. If you decide to cancel the contract in this way we'll send you a confirmation promptly, e.g. by email. To meet the 14-days-deadline, it is sufficient to declare the contract cancellation on time.

Consequences of Cancellation:

In the case of a cancellation, the customer is obliged to return the items. We shall refund the relevant part of the purchase price of the item(s). In the case that the item(s) is/are returned only partly or in a worsened condition, the customer might be obliged to pay compensation for this. In the case that the worsening of the item is a result of a simple check of the properties and condition, the aforesaid shall not apply. For the refund we use the same payment method as you used during your purchase. You'll never be charged a fee for the refund itself.

In the case of exercising the right of revocation, the charges for the return shipping is borne by the customer. A return of received payments must be fulfilled at the latest within 14 days from the day we got your notice of cancellation. You must return the received item(s) as soon as possible, at the latest within 14 days you sent the notice of cancellation.

End of Information to Conversion Rights

Cancelation exclusion:

The customer has no right to cancel the contract in case the items have been produced exclusively according to your individual orders or are meant to fit your personal requirements or are not suitable for a return due to their nature.

8. Defective Items, Warranty

Should an ordered item you received be faulty please contact us. The implied warranty for consumers in case of defective items is 2 years. This period starts after the receipt of the items ordered by yourself or an authorized person.

9. Place of Jurisdiction

Should a customer also be a contractor, a legal entity in public law or a public special fund, then the exclusive place of jurisdiction for all disputes arising from this contract shall be Munich, Germany.

10. Online Dispute Resolution

The platform of the EU Commission regarding online dispute resolution is accessible via the external link <https://ec.europa.eu/consumers/odr>.

We are neither disposed nor legally obligated to participate in a dispute resolution of an arbitration board.

11. Privacy Policy

Privacy policy is a matter of trust. Therefore, considering all valid privacy policy regulations is a very important matter to us. It is a matter of course. You can visit our internet appearance anonymously. We only get to know about some technical data, about the web page from which you visit us and about the pages of our appearance that you have visited. This information is completed with date and time and is used for statistical purposes with the aim to further optimize our web appearance for our customers. Not until you contact us, for instance with an order, an email or with subscribing to our newsletter, we collect personal data.

We collect and use your data for order processing, customer care and our own advertising purposes and for processing of your order and payment. For these purposes, it might be necessary to also communicate data to our service providers (e.g. DHL). These service providers do only use your data for the implementation of the order and payment. Illegal share of your data with third parties will not take place at any time.

For more detailed information please see the Information Heading Privacy Notice.

12. Redemption of Batteries

Consumers are legally obliged to return empty batteries, for instance at a redemption center or where the batteries are purchased. Consumers can also return batteries to us free of charge. Pollutant batteries are marked with a crossed out trash can and a chemical symbol Cd (battery contains more than 0,002 percent cadmium), Hg (battery contains more than 0,0005 percent mercury) or Pb (battery contains more than 0,004 lead).

13. Code of Conduct

The vendor is voluntarily subjected to the quality features of "EHI Geprüfter Online-Shop" by EHI Retail Institute GmbH. Further information you can find on <https://ehi-siegel.de/shopbetreiber/ehi-siegel/pruef-kriterien-bedingungen/pruef-kriterien>.