

## Conditions générales de vente

### 1. Area of validity

The following Terms and Conditions apply to all contracts, deliveries and services between Tischlerschuppen - der Webshop für Holzbauklötze der besonderen Art (the web shop for special wooden building blocks), Proprietor Michael Wirges, Auf der Höh 32, 53819 Neunkirchen-Seelscheid, Germany, with its domain [www.cubes-en-bois.fr](http://www.cubes-en-bois.fr) and all other registered domains for the distribution purposes of wooden building blocks and its customers.

### 2. Prices and changes

1. The respective price stated for our goods is the final price including any Value Added Tax if applicable and including further price components. The price does not include the costs for delivery and forwarding. For orders below a goods value of 15 € we have to charge a handling fee (low order fee) of 3.60 €.

2. With the update of the Internet sites of [www.cubes-en-bois.fr](http://www.cubes-en-bois.fr) all previous prices and other details about goods are invalid.

3. The price at the time of the customer's submission of the offer is significant for the invoice.

### 3. Offer and conclusion of the contract

1. The contractual language is German. The presentation of the products in the online shop does not represent a legally binding offer, but an unbinding online catalogue.

2. After entering your personal data and clicking the button "Buy" in the final step of the ordering process, you enter a binding purchase offer on the basket of goods included from. Before submitting the order you have the option of any input errors to identify and correct using the trim function and / or modify.

The confirmation of the order follows immediately after sending the order. This automatic acknowledgment of receipt only documents that the order with us is received and does not constitute acceptance of the order dar.

We are entitled to accept your order within 2 days after receipt by sending an order confirmation in writing or in text form (eg email), in which will be confirmed by the processing of the order or the delivery of the goods, or by sending the goods.

However, a binding contract can already come about before if you choose an on-line mode of payment and carry out the payment immediately on sending the order. In this case, the contract is concluded at the time when the corresponding payment service provider confirms payment instructions.

### 4. Viewing the text of the contract

The text of the contract is saved. You may view General Contractual Conditions at any time at [Tischlerschuppen.de](http://Tischlerschuppen.de) and save the same on your computer. The actual order details as well as the General Contractual Conditions will be sent to you via email and may be viewed upon the registration in the login area.

### 5. Delivery

The delivery is plus costs for forwarding. If an item is out of stock due to an unexpected high demand, the buyer may withdraw from the contract. The delivery is subject to the delivery costs stated. If the goods are not available without our fault, the consumer will be notified about that immediately and any counter performances, which might possibly have been provided already, will be returned.

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## 7. RIGHT OF WITHDRAWAL FOR CONSUMER

A consumer is any natural person who enters into a transaction for purposes which can be attributed mainly neither commercial nor their independent vocational 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 last good. To exercise the right of withdrawal, you must inform me

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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.

The right of withdrawal does not exist:

For delivery of goods which are not prefabricated and for their manufacture an individual choice or decision by the consumer is important or which are clearly tailored to the personal needs of the consumer.

In case of delivery of Goods which can spoil quickly or whose expiration date has passed quickly.

The right of revocation expires prematurely:

Upon delivery of sealed goods which are unsuitable for reasons of health or hygiene to return when their unsealed after delivery.

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Download FORM RIGHT OF WITHDRAWAL by <http://www.cubes-en-bois.fr/widerrufsformular.pdf>

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#### General notes regarding returns

Please, avoid signs of usage and damages to the goods. If possible, please return the goods with all accessories and the original packaging. At any rate, please, use suitable packaging to protect against damages in transit.

Please, do not return the goods freight forward but as insured parcel.

Please, note that the above-stated notes do not represent any conditions for the assertion of your right of rescission.

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#### 8. Payment

Payments are against cash in advance to the account stated, by direct debit/automatic direct debit, by down payments, on account for regular customers, by PayPal or by cash on delivery (plus 7.14 € fee for cash on delivery payments). The sensitive bank details are transferred securely via SSL encoding.

#### 9. Retention of title

The goods delivered remain my property to the payment for all claims.

#### 10. Guarantee

The guarantee is according to the legal provisions.

#### 11. Transport damages

Despite all diligence damages in transit may occur during the delivery process. In this event we will of course replace the damaged items free of charge. In the event of transport damages we would kindly ask you to follow the procedure below:

If possible, transport damages must be reported to the deliverer (parcel service) immediately upon receipt of the goods. Please, notify us subsequently of any transport damages determined. If you wish to return the goods, please, inform us in advance by email, fax or telephone. We will happily help you if you have any queries regarding returns. Your warranty claims remain unaffected from the note regarding the procedure. We would like to thank you for your understanding and your cooperation.

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### 13. Miscellaneous

As our goods are natural products, which were treated with the highest level of diligence and precision, it still is possible that size tolerances occur due to natural loss and welling. These are not a reason for complaints. The same applies for the possible natural discolouration (red-tinge etc.) of the beech wood.

2. The castor rollers of the beech containers are for self-assembly. All assembly parts are included and the holes are pre-drilled, the castor rollers only need to be screwed together tightly.

3. Please note: ATTENTION! The delivery may contain small parts ! Choking Hazard - Small Parts. Not suitable for children under 36 months! This concerns in particular the following products and others: Cone 30mm - order no: KEG30 shot 30mm - order no: Kugel30, half wooden ball 30mm - order no: Halbkugel30, Cylinder 30mm - order no: HS30H30. Please supervise your children!

4. We are members of the "Verein sicherer und seriöser Internetshopbetreiber e. V." and have subjected us to the local criteria and the free for our customers, extrajudicial conciliation body.

<http://www.internetsiegel.net/Pruefungskriterien.pdf>  
<http://www.internetsiegel.net/html/schlichtungsstelle.html>

### 5. Information on Online Dispute Resolution

The EU Commission has created an Internet platform for the online settlement of disputes (so-called "OS platform"). The OS platform serves as a point of entry for the out-of-court settlement of disputes arising from online purchase contracts.

The OS platform can be reached at the following link: <http://ec.europa.eu/consumers/odr/>

We are not obligated and unwilling to participate in a dispute settlement before a consumer sealing station

### 14. Place of jurisdiction

All disputes from this legal relationship are subject to the Law of the Federal Republic of Germany. Excluded from this choice of law are the mandatory consumer protection provisions of the country in which the customer has his habitual residence.

The application of United Nations Convention on Contracts for the International Sale of Goods is excluded.

If the contractual parties are business people, the court, where [www.tischlerschuppen.de](http://www.tischlerschuppen.de) has its office, is responsible, unless an exclusive place of jurisdiction is justified for the dispute.

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Provider identification:

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