**General Terms and Conditions of DINO-CARS and TRAMPOLINE Online Shop for Consumers**
(As of June 2024)

**§ 1 Scope**

(1) These General Terms and Conditions (hereinafter "GTC") apply to all contracts concluded between us (DINO-CARS Evers GmbH, Dorfstrasse 63, 26899 Rhede Brual) and our customers through our online shop. In addition to the provisions of these GTC, the statutory provisions apply.

(2) Deviating, conflicting, or supplementary GTC of the customer only become part of the contract if we explicitly agree to their applicability.

**§ 2 Conclusion of Contract / Language of Contract / Storage of Contract Text**

(1) The presentation or promotion of goods in our online shop does not constitute a binding offer to conclude a purchase contract.

(2) In the online shop, the customer’s order is sent to us after pressing the button "place order with payment obligation" or other corresponding buttons clearly marked for this purpose. The order constitutes a legally binding offer, to which the customer is bound for 7 calendar days. Any right of withdrawal pursuant to § 3 remains unaffected by this.

(3) After receiving the order, we will immediately confirm receipt of the order by email. The order confirmation does not constitute acceptance of the contract offer unless acceptance is also declared.

(4) A contract between us and the customer is concluded by declaration of acceptance via email or by delivery of the ordered goods.

(5) The customer may only use the German language for concluding the contract.

(6) Before submitting the binding order in the online shop, the contract text can be saved. We also store the contract text of the contract concluded with the customer. Additionally, the customer will be sent the contractual terms including information about the ordered goods, these GTC, and the withdrawal instruction via email.

**§ 3 Right of Withdrawal / Exclusion of the Right of Withdrawal**

If the customer concludes the purchase contract for purposes which cannot predominantly be attributed to their commercial or independent professional activity ("consumer"), they have the following right of withdrawal:

**Right of Withdrawal**

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period is 14 days from the day you or a third party named by you, who is not the carrier, takes possession of the goods. To exercise your right of withdrawal, you must inform us:

**DINO-CARS Evers GmbH**
Dorfstrasse 63
26899 Rhede Brual
Phone: +49 (0) 4964 - 60 49 00
Fax: +49 (0) 4964 - 91 43 20
Email: info@dinocars.de

of your decision to withdraw from this contract by means of an unequivocal statement (e.g., a letter sent by post, fax, or email). You may use the attached model withdrawal form, but it is not mandatory.

To comply with the withdrawal period, it is sufficient that you send the notification of exercising your right of withdrawal before the withdrawal period expires.

**Consequences of Withdrawal**

If you withdraw from this contract, we will reimburse you all payments we have received from you, including the delivery costs (except for the additional costs arising from your choice of a delivery method other than the least expensive standard delivery offered by us), without undue delay and no later than 14 days from the day we receive your notice of withdrawal from this contract. For this reimbursement, we will use the same payment method that you used for the original transaction, unless expressly agreed otherwise; in no event will you be charged any fees for this reimbursement. We may withhold the reimbursement until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

You must return the goods without undue delay and in any event within 14 days from the day you inform us of your withdrawal from this contract. The deadline is met if you send the goods before the period of 14 days expires.
You bear the direct costs of returning the goods.

You will only be liable for any loss in value of the goods if this loss in value is due to handling the goods in a way that was not necessary to examine their condition, characteristics, and functioning.

**Exclusion of the Right of Withdrawal**

The right of withdrawal does not apply to contracts for the delivery of goods that are not pre-manufactured and for which the production is based on an individual selection or specification by the consumer, or which are clearly tailored to the personal needs of the consumer.

**§ 4 Delivery Costs / Delivery Time / Availability**

(1) Deliveries are generally made at the customer's expense, unless otherwise agreed. In the event of a withdrawal, the customer bears the direct costs of returning the goods.

(2) For delivery within Germany, we charge according to the following tiered pricing:

* Order value ≤ 300.00 EUR: 8.50 EUR freight
* Order value > 300.00 EUR: free delivery

(3) In the case of payment by cash on delivery, an additional fee of 20.00 EUR is charged, which the delivery person collects on-site. No additional taxes or costs apply.

(4) The delivery time is approximately 5 working days unless a different delivery time is specified in our online shop or otherwise agreed. The delivery time begins with the conclusion of the contract.

(5) Partial deliveries are allowed as long as they are reasonable for the customer, with any additional shipping costs being borne by the seller.

(6) If the goods are not available at the time of the order, we will inform the customer immediately. If the product is permanently unavailable, we will not accept the customer's contract offer, and no contract will be concluded. If the goods are temporarily unavailable, we will also inform the customer immediately.

(7) The seller is entitled to withdraw from the contract if, despite having concluded a corresponding purchase contract, they are not supplied with the goods through no fault of their own. The seller will inform the customer immediately of the non-availability of the goods and, if they wish to withdraw, exercise their right of withdrawal without delay. The buyer also has the right to withdraw following the seller’s notification. In the event of withdrawal, the seller will promptly reimburse the buyer for any payments made.

**§ 5 Prices and Payment Methods**

(1) The prices in our online shop are gross prices including statutory VAT plus any applicable shipping costs. The total price including VAT and shipping costs will be displayed to the customer on the order summary page before the order is placed.

(2) The purchase price is due when the purchase contract is concluded.

(3) The customer may choose from the following payment methods: Prepayment, credit card, direct debit, or PayPal.

(4) The purchase price and shipping costs are due no later than 10 days after receipt of the goods and our invoice.

**§ 6 Retention of Title**

The delivered goods remain the property of the seller until the purchase price has been paid in full.

**§ 7 Warranty**

(1) The warranty for material or legal defects in the delivered goods is governed by the applicable statutory provisions, in particular §§ 434 et seq. of the German Civil Code (BGB), subject to the provisions in § 8.

(2) As a deviation, the warranty period for used goods is limited to one year. Other rights of the consumer are not affected by this.

**§ 8 Liability**

(1) We are liable to the customer under the statutory provisions for damages and reimbursement of expenses in cases of willful or grossly negligent injury to life, body, and health, in cases of fraudulently concealed defects, or a guarantee assumed by us, and under the Product Liability Act.

(2) We are also liable in cases of slightly negligent breach of an essential contractual obligation. Essential contractual obligations are those whose fulfillment makes the proper execution of the contract possible and on whose compliance the customer regularly relies and may rely. In these cases, however, our liability is limited to the compensation of the foreseeable, contract-typical damage.

(3) Otherwise, liability for damages and expenses – regardless of the legal grounds – is excluded.

(4) The above provisions also apply for the benefit of our legal representatives and vicarious agents if claims are made directly against them.

**§ 9 Transport Damage**

(1) If goods are delivered with visible transport damage, please report such defects immediately to the delivery person and contact us as soon as possible at +49 (0) 4964 - 60 49 00.

(2) Failure to complain or contact us will not affect your statutory warranty rights. However, it helps us to assert our own claims against the carrier or transport insurance.

**§ 10 Applicable Law**

The law of the Federal Republic of Germany applies, excluding the UN Sales Convention. If the customer placed the order as a consumer and at the time of the order has their habitual residence in another country, the application of mandatory legal provisions of that country remains unaffected by the chosen law.

**§ 11 Dispute Resolution**

(1) The European Commission provides a platform for online dispute resolution, which can be found at <https://ec.europa.eu/consumers/odr/>.

(2) We are not willing or obligated to participate in a dispute resolution procedure.