

Terms and Conditions - v1

TBHstore

04-06-2023

Article 1. Applicability

1.1 These General Terms and Conditions of Sale (hereinafter: terms and conditions) apply to all offers, orders and agreements of TBH to the exclusion of any other general terms and conditions.

1.2 The provisions of the terms and conditions can only be deviated from in writing, in which case the other provisions remain in full force.

1.3 Placing an order means that you unconditionally accept the applicability of these terms and conditions.

Article 2. Agreement and Website Offers

2.1 All offers from TBH are without obligation and TBH expressly reserves the right to change the prices.

2.2 An agreement is only concluded after acceptance of your order by TBH. TBH is entitled to refuse orders or to attach certain conditions to the delivery, unless explicitly stated otherwise.

2.3 Some of the articles that are offered with an age classification. By ordering these products, you declare that you are at least of the stated age.

Article 3. Delivery

3.1 The delivery times stated by TBH are only indicative. Exceeding any delivery term does not entitle you to compensation or the right to cancel your order or to dissolve the agreement, unless the exceeding of the delivery term is such that you cannot reasonably be expected to maintain the agreement. In that case you are entitled to cancel the order or to dissolve the agreement insofar as this is necessary.

3.2 The delivery of the products takes place at the place and time when the products are ready for shipment to you.

3.3 For delivery it is necessary that you provide a correct address. If you want to have it delivered at work, clearly state the name of the company that is located at the address where you want the order to be delivered. If this has not happened and the order is not delivered because of this, the extra shipping costs are for the account of the buyer.

3.4 If you have the order delivered outside the Netherlands, please state your telephone number. Then the shipping company can contact you with any questions.

Article 4. Rates and payments

4.1 The stated prices for the products and services offered are in euros, including VAT and excluding handling and shipping costs, any taxes or other levies, unless stated otherwise or agreed in writing.

4.2 Payment must be made immediately after placing the order.

4.3 Payment can be made by PayPal and Ideal.

4.4 If you do not meet his payment obligation(s) in time, after he has been informed by TBH of the late payment, the claim will be transferred to our debt collection partner DFI Incasso. TBH (or DFI Incasso) has granted you a period of 14 days to still meet its payment obligations, if payment is not made within this 14-day period, the statutory interest will be due on the amount still due and TBH will be entitled to to charge extrajudicial collection costs incurred by him. These collection costs amount to a maximum of: 15% on outstanding amounts up to € 2,500; 10% on the next € 2,500.= and 5% on the next € 5,000.= with a minimum of € 40.=. The claim will be handed over to our collection partner DFI Incasso.

4.5 Additional terms and conditions and privacy statement of Klarna Bank AB (publ)

In cooperation with Klarna Bank AB (publ), Sveavägen 46, 111 34 Stockholm, Sweden, we offer postpay. Payment must be made to Klarna.

Your personal data is processed by Klarna in accordance with the applicable data protection law and as described in Klarna's privacy statement (https://cdn.klarna.com/1.0/shared/content/legal/terms/0/nl_nl/privacy). You must pay the amount within 30 days after placing the order or shipping. This also applies to pre-orders which may have a longer delivery time.

Klarna's terms and conditions apply (https://cdn.klarna.com/1.0/shared/content/legal/terms/0/nl_nl/user)

Article 5. Retention of title

5.1 The ownership of delivered products is only transferred if you have paid all that you owe to TBH under any agreement. The risk with regard to the products is already transferred to you at the time of shipment.

Article 6. Intellectual and industrial property rights

6.1 You must fully and unconditionally respect all intellectual and other property rights of the products supplied by TBH.

6.2 TBH does not guarantee that the products delivered to you do not infringe any (unwritten) intellectual and/or industrial property rights of third parties.

Article 7. Complaints and liability

7.1 You have the obligation to check upon delivery whether the products comply with the agreement. If this is not the case, you must inform TBH of this as soon as possible and in any case within 14 days after delivery. If it has been shown that the products do not comply with the agreement, you have the choice to replace the products in question with new/other products against their return or to refund the invoice value thereof.

7.2 You have the right to cancel the order up to 14 days after receipt without giving any reason. To cancel, we must receive the withdrawal form within 14 days. After cancellation you have another 14 days to return the product to Galvanistraat 1, 6716 AE, Ede Gld, the Netherlands. You will then be credited with the purchase amount or you can choose a discount code for another product. The shipping costs are for your own account. Consult the website of your carrier for the exact rates. If you make use of the right of withdrawal, the product will be returned to TBH with all accessories supplied in its original condition and packaging. If the seal of the packaging is broken, TBH cannot accept the return. For the (toy) articles of TBH, these are collector's items and the packaging is also part of the whole, therefore TBH will not accept opened / damaged packaging for return. To exercise this right, you can contact TBH via info@TBHstore.nl, after which TBH will send you the withdrawal form (you can also find this in the order confirmation received by e-mail). TBH will then refund the order amount due within 14 days after receipt of your return if the product has been received in good order.

Article 8. Orders/communication

8.1 For mutilations, delays or improper transmission of orders and communications as a result of the use of the Internet or any other means of communication in the traffic between you and TBH, or between TBH and third parties,

insofar as it relates to the relationship between you and TBH, TBH is not liable, unless and insofar as there is intent or gross negligence on the part of TBH.

Article 9. Force majeure

9.1 Without prejudice to its other rights, TBH has the right in case of force majeure, at its own discretion, to suspend the execution of your order or to dissolve the agreement without judicial intervention, without TBH being obliged to any compensation, unless this would be unacceptable in the given circumstances according to standards of reasonableness and fairness.

Article 10. Miscellaneous

10.1 Many products have a catalog photo, which means that this is a photo from the supplier, these images may differ from the product. The photos of the loose toys/figures/accessories are actually of the product you buy and receive.

10.2 If you provide TBH with an address in writing, TBH is entitled to send all orders to that address, unless you inform TBH in writing of another address to which your orders should be sent.

10.3 If TBH allows deviations from these terms and conditions, whether or not tacitly, for a short or longer period of time, this does not affect its right to direct and require strict compliance with these terms and conditions. You can never assert any right based on the fact that TBH applies these conditions smoothly.

10.4 TBH is authorized to use third parties for the execution of your order(s).

10.5 TBH reserves the right to change these conditions at any time.

Article 11. Applicable law and competent court

11.1 All rights, obligations, offers, orders and agreements to which these Terms and Conditions apply, as well as these Terms and Conditions, are exclusively governed by Dutch law.

11.2 All disputes between the parties will be submitted exclusively to the competent court in the Netherlands.

11.3 Corporate Social Responsibility. TBH contributes to minimizing waste. From there we do not work with packing slips and invoices on paper, but we provide all information digitally. Via email or via the site.

Article 12. Pre-orders and cancellation

12.1 If you cancel a pre-order (and we have already placed the order for you) we will charge a 15% cancellation fee.

12.2 The article clearly states when the expected delivery will take place. In many cases the delivery will be faster, but keep in mind that in some cases it can also take longer. TBH cannot give any guarantees about the duration of delivery. If there are changes in the delivery time, TBH will state this (update) in the advertisement.

12.3 With a pre-order you only pay shipping costs when your item is ready for shipment. As soon as we have received the item, you will receive a message from us and you must pay the shipping costs. If you add an item to your order that we have in stock, you will pay separate shipping costs. After all, this will be sent directly by us

12.4 It is possible that a manufacturer does not deliver an order. In this case we will refund the purchase amount including the associated shipping costs.

12.5 It is possible that a manufacturer does not deliver an order. Cancellations take place in order of:

- customers with several of the canceled product.

- Based on order date

12.5 If you choose to pay later via Klarna, in addition to Art. 4.5 Klarna's terms and conditions also apply (https://cdn.klarna.com/1.0/shared/content/legal/terms/0/nl_nl/user)

Article 13. Complaints

13.1 It is always possible that something does not go quite as planned. We recommend that you first make complaints known to us by emailing info@TBHstore.nl. If this does not lead to a solution, it is possible to register your complaints via the ODR platform of the European Commission. This ODR platform can be found at <http://ec.europa.eu/odr>. If your complaint is not yet being processed elsewhere, you are free to deposit your complaint via the platform of the European Union.

Article 14 Storage Service

14.1 TBH offers the possibility to store purchases for a maximum of 180 days.

14.2 If the storage space is full and/or has reached the maximum insurance value of € 500.00, TBH has the right to send the stored items to the customer and to charge the shipping costs for this.

14.3 When you choose to store your articles, you waive the right of withdrawal.

14.4 TBH is not liable for damage to articles that are stored at the request of the customer.

TBHstore.nl Gift card information and conditions

In addition to our general terms and conditions, these gift card terms and conditions apply to gift cards issued by TBHstore.nl. By using a TBHstore.nl gift card you accept these gift card conditions and you undertake to comply with them.

1. These terms and conditions apply to all gift cards and discount codes issued by TBHstore.nl (hereinafter collectively: "Gift Card") that are sold by TBHstore.nl and possibly third parties designated by TBHstore.nl.

2. Each gift card has a unique code. This can be a number code and/or pin code and/or text code. Each Gift Card is issued only once. You must keep the Gift Card (including the code) in a safe place. In the event of theft (including the use of the code by unauthorized third parties) or loss (including the (accidental) deletion of e-mails or the loss of the letter), no compensation will be made. Only original Gift Cards and codes can be used and must be provided to TBHstore.nl upon request.

3. To use a discount code on a Gift Card, you must place the selected products in the "shopping cart". Enter the code in the discount code field and press the plus sign to activate it.

4. The nature, value, duration, expiration date and/or any applicable other specific terms of use can be found in the letter and/or e-mail you received.

5. Gift cards issued by TBHstore.nl and/or third parties designated by TBHstore.nl can only be exchanged for purchases via the TBHstore.nl website.

6. The gift card/discount code cannot be used in combination with other discount codes.

7. Gift cards cannot be exchanged for money.

8. If the total amount of the order is higher than the value of the Gift Card/discount code used, the difference must be paid via one of the payment methods offered by us.

9. The credit on a gift card cannot be spent in instalments. The credit can only be used once. The remaining credit,

which is left after using the gift card / discount code, will expire.

10. In case of a refund, you will receive a discount code with the same value as you used to pay for your order.

11. It is not permitted to change, falsify, undermine or otherwise affect Gift Cards or their operation (including hacking).

12. Every (attempted) fraud or other unauthorized act will be registered and will result in the use of Gift Cards being denied and a report will be made to the police and the judicial authorities.

13. It is not permitted to use Gift Cards in any way for commercial purposes and/or purposes other than those for which they were issued.

14. These Gift Card Terms and Conditions may be amended from time to time. We recommend that you consult the Gift Card Terms and Conditions before using a Gift Card. If you continue to use Gift Cards after the changes have taken effect, you thereby accept the changed gift card conditions.

15. If you have any questions or comments about the use of the Gift Card or problems with redeeming it, please let us know as soon as possible by contacting our customer service. TBHstore.nl will handle your e-mail as soon as possible.