

## Conditions of use / Allgemeine Geschäftsbedingungen

**For orders to [www.Jokerchips.de](http://www.Jokerchips.de), Jokerchips or Gregor Oliver Staudinger (below those are called only Jokerchips), between Jokerchips and it's customers there are valid below Conditions of Use. Our Cancellation Terms / Right of withdrawl you can find below. For a explicit identification for our customer first you can see the identity, adress and contact adress of Jokerchips:**

Jokerchips  
Gregor Oliver Staudinger  
Siedlungssteige 8  
94244 Teisnach

Email: [info@jokerchips.de](mailto:info@jokerchips.de)

We ask our customers to use this below address for reclamation issues or other postal contact:

**Jokerchips  
Gregor Oliver Staudinger  
Straubinger Str. 53  
94405 Landau an der Isar**

Email: [bestellung@jokerchips.de](mailto:bestellung@jokerchips.de)

### **1. Conclusion of contract / Acceptance without reservation**

(1) All offers that we offer potential customers to initiate business via the means of distance communication used (Internet, emails, brochures and catalogs, telephone calls, etc.) do not constitute binding contractual offers, but are non-binding in the sense that our customers thereby be asked, in turn, to submit an offer by appointment in accordance with the information provided in the means of distance communication used by us. For this reason, the customer's order - regardless of whether it is made in writing, orally, by telex, telephone or other means of distance communication - represents Jokerchips' offer to conclude a purchase contract for the ordered goods. If we refuse to accept the order within a period of 10 days from receipt of our order, the purchase contract shall be deemed to have come into effect upon receipt of our order. We particularly reserve the right to reject an order if the ordered goods are no longer available for us or if they can only be obtained with considerable difficulties that exceed the normal level.

(2) Orders for delivery outside of Germany will not be accepted upon payment by cash on delivery, unless between the customer and Jokerchips has been made in terms of payment explicitly another rule.

With regard to the conditions and the exercise of any right of revocation of our customers in accordance with § 312 d of the German Civil Code (Bürgerliches Gesetzbuch), we refer to clause 10 of these General Terms and Conditions.

### **2. Prices / Shipping costs / Custom fees**

All prices quoted by us include the statutory value added tax plus the delivery and shipping costs announced to the customer before placing his order. Please note our shipping costs overview. It should be noted that deliveries outside the EU may be subject to customs duties and taxes imposed by a third country upon receipt of the goods or subsequently in addition to the value of the goods. Please inquire before ordering about the amount of additional duties and taxes.

### **3. Due date of Purchase price and Payment method**

With the receipt of the order at Jokerchips the payment is due for the customer. The customer decides on the method of payment for the goods plus the delivery and shipping costs. He will inform us when placing the order. Payment can currently be made by prepayment, cash on delivery or one of the listed direct online payment methods, such as moneybookers / Skrill or paypal. When paying by prepayment or direct online payment (such as Paypal, Moneybookers / Skrill, Sofortüberweisung) the delivery will take place only after crediting the amount to be paid on the business account or the corresponding account of Jokerchips. Other forms of payment must be expressly agreed in advance between Jokerchips and the customer; This applies especially when paying by check.

Additional information about the service Sofortüberweisung: The "Sofortüberweisung" service has not yet been abused (TÜV-certified online payment system). As a precautionary measure, however, we would like to point out that there are many banks and savings banks who assume that the use of the "Sofortüberweisung" service will result in a shift of liability for possible misuse by third parties due to the use of your PIN and TAN. This can lead to your bank refusing to cover the damage in the case of abuse and, as a result, you have to bear the damage.

As a precaution, therefore, the operator of the service "Sofortüberweisung", the Payment Network AG, has taken out insurance in your favor, the damage in case of misuse in accordance with the on the homepage of Sofortüberweisung (sofortueberweisung.de) reproduced insurance conditions (currently under the points: "Security / Insurance ", please change the terms or the menu structure to the responsible persons of sofortueberweisung.de) replaced. This should protect you from any liability risks within the scope of the insurance.

However, we assume no liability for the payment services offered and can not guarantee the accuracy of the information. If necessary, please contact the appropriate payment company.

#### **4. Retention of title**

Jokerchips reserves ownership of the delivered goods until full payment of the price of the goods and the shipping costs incurred.

#### **5. Warranty**

(1) Insofar as our customer is a consumer within the meaning of § 13 of the Civil Code (BGB), we guarantee the freedom from defects of our goods in accordance with statutory provisions.

(2) Insofar as our customer is an entrepreneur within the meaning of § 14 BGB (German Civil Code / Bürgerliches Gesetzbuch), the warranty period is limited to one year, beginning with receipt of the goods.

#### **6. Liability for Contract breach and Defects consequential damages**

For breaches of contract beyond the warranty and for so-called consequential damages Jokerchips, their legal representatives and their vicarious agents and vicarious agents for damages to the assets of the customer, which do not result from injury to the life, body or health of the customer, only in the event that the breach of contract or consequential harm resulting from the damage was caused intentionally or through gross negligence. In the event of damage resulting from injury to the life, body or health of the customer, however, the statutory liability regulation remains.

#### **7. Applicable right**

(1) The legal relationships between the customer and Jokerchips shall be governed by the contractual agreements, these general terms and conditions of business and, moreover, excluding the UN Sales Convention, exclusively the law of the Federal Republic of Germany.

(2) Other or different customer terms and conditions are not recognized by Jokerchips.

#### **8. Copyright**

Our offer is intended to protect the copyrights of the original owners. For this reason, only chips are offered for sale and, in particular, for our SunFly chips, (1) only those personalized designs accepted and (2) only pre-made designs for SunFly offered and / or released by third parties for poker chip sales Chips that do not infringe copyright / copyright rights. Given the difficulty of identifying the copyrights, especially for the cases (1) and (2) mentioned above, the client assumes individual personalized chips (1) or the natural or legal person who offers a fixed design for the said sale and / or releases (2), the full responsibility, if nevertheless copyright / copyrights should be injured (recompense claims are demanded thereby).

#### **9. Special models / Special orders (e.g. Personalized pokerchips)**

Please note that products made to your specifications (such as Personalized Chips, Personalized Playing Cards) may have production-related design deviations (in color and shape) between the presentation of the template medium sent to us (eg graphics) and the manufactured product and that These deviations as well as other production-related deviations (such as color / color bleeding), provided that they do not exceed an acceptable level, represent no defect of the product and a complaint of this product for the reasons mentioned can not be accepted. In order to prevent misunderstandings, we recommend that you order prototypes before ordering a product that is made to your specifications in order to be able to check the quality of your product specifically for the expected quality. Please also note that the announced delivery times are the estimated delivery times and delays in the production and delivery of goods may occur.

#### **10. Instruction of our customer about the Cancellation Terms / Right of withdrawl according to § 312 d German Civil Code (Bürgerliches Gesetzbuch) (BGB)**

Right of Withdrawal: You can return all items purchased from us within one month by returning the goods without stating reasons, with the exception of individually manufactured goods. At the earliest with receipt of the goods, the deadline begins. Please do not send the goods back freight. In case of cancellation, the costs for shipping to the customer will be refunded according to the standard rate. Higher shipping costs (eg shipping by express delivery) will not be refunded. To meet the deadline, the timely notification of the revocation is sufficient.

Please understand that goods manufactured according to your wishes are excluded from the right of withdrawal (eg personalized chips).

The revocation has to be made to Jokerchips, Gregor Oliver Staudinger, Siedlungssteige 8, 94244 Teisnach and must be sent to the following address:

**Jokerchips**  
**Straubinger Str. 53**  
**94405 Landau an der Isar**

Email: [info@jokerchips.de](mailto:info@jokerchips.de)

Consequences of return:

In the deterioration of the goods may be required compensation. This does not apply if the deterioration of the goods is solely due to their testing, such as this e.g. would have been possible in a retail store.

### **11. Privacy**

For order processing Jokerchips stores personal data. If necessary, we will also pass them on to third parties. For the purpose of the credit check, a data exchange with credit bureaus is maintained. Of course, you may object to the use of the data for promotional purposes at any time by notifying Jokerchips.

Please read the whole Privacy statement here:

[www.jokerchips.de/documents/Privacy\\_Statement\\_Jokerchips.pdf](http://www.jokerchips.de/documents/Privacy_Statement_Jokerchips.pdf)

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