

Terms and Conditions and Customer Information

Contents

I. Terms and Conditions

1. Company, Customers and Scope of Applicability
2. Conclusion of the Contract
3. Right of Revocation
4. Prices, Shipping Charges and Terms of Payment
5. Terms of Shipment and Delivery, Reservation as to Oneself Obtaining the Supplies
6. Liability for Defects
7. Retention of Title and Right of Retention
8. Liability
9. Applicable Law and Place of Jurisdiction
10. Final Provisions

II. Customer Information according to Distance Selling Regulations

1. Identity of the Seller
2. Main Characteristics of the Goods or Services
3. Technical Steps Leading to an Entry into Contract
4. Storage and Accessibility of the Wording of the Contract
5. Technical Means to Recognize and Correct Input Errors before Entering into the Contract
6. Languages Available for Entering into the Contract
7. Business Conduct Guidelines of the Company

I. Terms and Conditions

1. Company, Customers and Scope of Applicability

1.1 These terms and conditions apply to every contract concluded by customers by means of the Duplo Composite Horseshoes online shop which is operated by Duplo Composite Horseshoes, H. Frank Kunststofftechnik GmbH, Vorderfreundorfer Straße 20, D-94143 Grainet, Commercial Register: Amtsgericht Passau HRB 8803, herein after referred to as "Duplo Composite Horseshoes".

1.2 Consumers and entrepreneurs can both be customers in the meaning of subsection 1.1.

1.3 A customer within the meaning of these terms and conditions means every natural person who enters into a legal transaction for a purpose that is outside his trade, business or profession (§13 German Civil Code BGB).

1.4 An entrepreneur within the meaning of these terms and conditions means a natural or legal person or a partnership with legal personality who or which, when entering into a legal transaction, acts in exercise of his or its trade, business or profession (§14 German Civil Code BGB).

1.5 Duplo Composite Horseshoes exclusively ships goods to the countries that are listed under the shipping details.
→ [Shipping Details](#)

2. Conclusion of the Contract

2.1 The product presentations in the online shop of Duplo Composite Horseshoes are no binding offers. The product presentations indicate which products are available and are intended to encourage the customer to submit a binding purchase offer.

2.2 The customer can submit his offer

- in written form
- by fax
- by telephone
- by e-mail
- online by means of the shopping cart system which is integrated in the online shop of Duplo Composite Horseshoes.

H. Frank Kunststofftechnik GmbH
Vorderfreundorfer Straße 20
D-94143 Grainet

Phone: +49 (0)8585/96926-0
Fax: +49 (0)8585/96926-119
E-Mail: info@duplo-frank.de

Website: www.duplo-frank.de
PayPal: info@duplo-frank.de
Director / Geschäftsführer: Hubert Frank

2.3 During the ordering process by means of the shopping cart system, the customer can check the content of his shopping cart at any time. The customer can remove products from his shopping cart at any time. The customer can use the usual functions of browser, mouse and keyboard in order to correct input errors.

2.4 Before submitting his order by means of the shopping cart system, the customer is asked to check his data, to accept these terms and conditions and to correct input errors. By submitting the order form by clicking the "confirm order" button, the customer submits a binding purchase offer for the chosen product.

2.5 Instantly after receiving the customer's purchase offer, Duplo Composite Horseshoes will send a confirmation to the customer by e-mail. This confirmation is not an acceptance of the purchase offer.

2.6 Duplo Composite Horseshoes can accept the customer's purchase offer within three workdays

- by sending a written order confirmation or
- by sending an order confirmation in written form by e-mail or by fax or
- by sending a payment request.

The period commences at the day the customer has submitted his purchase offer. The receipt of the order confirmation by the customer is material to complying with the time limit.

2.7 The customer has to make sure that the e-mail address used for the ordering process is valid and can be used to receive e-mails sent by Duplo Composite Horseshoes. If using a spam filter, the customer has to make sure that all e-mails sent by Duplo Composite Horseshoes or by third parties charged with the order processing by Duplo Composite Horseshoes can be received.

3. Right of Revocation

As a matter of principle, consumers are entitled to a right of revocation. Further information on the right of revocation results from the [Notification Regarding Revocation](#) by Duplo Composite Horseshoes.

4. Prices, Shipping Charges and Terms of Payment

4.1 Unless otherwise specified, the prices stated on the product sites include the legal value-added tax and other price components. The prices stated on the product sites do not include shipping charges. The incurring shipping charges are separately stated.

→ [Information about Shipping Charges](#)

4.2 The payment methods offered by Duplo Composite Horseshoes result from the information given in the online shop.

→ [Information about Payment Methods](#)

4.3 If prepayment or Paypal is agreed upon, payment is due immediately after the conclusion of the contract. The order will be shipped as soon as the payment will have arrived.

4.4 If SEPA Direct Debit is agreed upon, the customer revocably authorizes Duplo Composite Horseshoes to debit the account specified by the customer with the amount due. The account will be debited 14 days after the date of the invoice. If the amount due cannot be collected because the account is not covered or because the bank details provided by the customer are not correct or because the customer revokes the payment even though he is not authorized to do so, the customer has to bear the charges incurred by the bank for the returned direct debit if he is responsible for the return of the direct debit.

5. Terms of Shipment and Delivery, Reservation as to Oneself Obtaining the Supplies

5.1 The delivery time results from the product presentation or the delivery time stated in the shopping cart respectively. The delivery time commences

- the workday after the customer having effectively entered a bank transfer in case of prepayment or
- the workday after the conclusion of the contract in case of any other payment method.

5.2 If not expressly otherwise agreed, Duplo Composite Horseshoes determines the appropriate mode of shipment and the transport company at the reasonably exercised discretion.

5.3 The goods are delivered to the shipping address specified by the customer.

Raiffeisenbank i. Lkr. Passau Nord
IBAN: DE98 7406 2786 0301 8609 50
BIC: GENODEF1TIE

VAT ID: DE289899047
HRB 8803
Amtsgericht Passau

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Latest Update: 08/2021

5.4 If the delivery to the customer is impossible and the transport company returns the shipped goods to Duplo Composite Horseshoes, the customer bears the charges for the unsuccessful delivery. This does not apply if the customer is not responsible for the circumstance leading to the impossibility of the delivery or if the customer has temporarily been prevented from receiving the offered service, unless Duplo Composite Horseshoes has notified the service to the customer a reasonable period of time in advance.

5.5 With the delivery of the sold goods, the risk of accidental destruction and of an accidental deterioration passes to the customer or another person entitled to receive. However, if the customer acts as entrepreneur, the risk of accidental destruction and of an accidental deterioration in the case of sales shipment passes to an appropriate transport person as soon as the goods have been shipped from the business premises of Duplo Composite Horseshoes.

5.6 If the product ordered is not available because the supplier has not supplied Duplo Composite Horseshoes with this product without reason of fault of Duplo Composite Horseshoes, Duplo Composite Horseshoes may revoke the contract. In this case, Duplo Composite Horseshoes will immediately inform the customer and reimburse the customer without undue delay for performance rendered.

5.7 For logistic reasons, the customer can only collect goods from the business premises of Duplo Composite Horseshoes according to prior agreement.

6. Liability for Defects

If the product sold is deficient, the statutory provisions apply. However, these are the differing provisions for products that have been used for a building other than in accordance with the normal way they are used and have resulted in the defectiveness of the building:

6.1 If the customer acts as entrepreneur, the statutory provisions apply with the following modifications:

- As a matter of principle, a trivial defect does not create a claim for defects.
- Duplo Composite Horseshoes may choose the nature of the cure.
- The standard limitation period of the claim for new goods is one year and commences upon the passing of the risk.
- As a matter of principle, the rights and claims of the customer due to a defect are excluded in the case of used goods.
- The standard limitation period does not commence again if there is a compensation delivery in connection with the liability for defects.

6.2 If the customer acts as consumer, the standard limitation period for claims for defects is

- two years, commencing with the delivery of the good to the customer, in case of new goods.
- one year, commencing with the delivery of the good to the customer, in case of used goods, in combination with subsection 6.3.

6.3 For both entrepreneurs and consumers, the following provision applies: The above limitations of the liability and the limitation period (see subsection 6.1 and subsection 6.2) do not relate to claims for damages and reimbursement of expenses which the customer may assert in accordance with the statutory provisions on account of defects of the work that are subject to the provisions of section 8 of these terms and conditions.

6.4 If the customer is an entrepreneur, then furthermore the statutory limitation period for recourse claims under §478 German Civil Code (BGB) is unaffected. For both entrepreneurs and consumers, the same applies in the case of intentional breach of duty and fraudulent concealment of a defect.

6.5 If the customer acts as mercantile trader under §1 German Commercial Code (HGB), he bears the burden of mercantile examination and notification of defects under §377 German Commercial Code (HGB). If the customer does not comply with the duties regulated therein, the goods shall be deemed to be approved.

6.6 If the cure has occurred by means of a replacement delivery, the customer is obliged to return the goods delivered first to Duplo Composite Horseshoes within 30 days at the cost of Duplo Composite Horseshoes. The customer has to return the defective goods under the statutory regulations.

7. Retention of Title and Right of Retention

7.1 In relation to consumers, Duplo Composite Horseshoes reserves the ownership of the delivered goods for the period until the purchase price is paid in full.

7.2 In relation to entrepreneurs, Duplo Composite Horseshoes reserves the ownership of the delivered goods for the period until all claims on the basis of a current business relationship are completely settled.

7.3 Before the passing of ownership, it is not permitted to pledge or assign as security or process or redesign without the approval of Duplo Composite Horseshoes.

7.4 The customer can only exercise the right of retention insofar as the claims originate from the same contractual relationship.

8. Liability

8.1 Duplo Composite Horseshoes is unlimitedly liable on every legal basis

- for intentional or negligent injury to life, body or health,
- for intent and gross negligence,
- on the basis of a promise of guarantee if no other provision has been agreed upon, and
- on the basis of mandatory liability under the Product Liability Act.

8.2 Apart from this, Duplo Composite Horseshoes is only liable in the case of breach of a fundamental contractual duty if the duty has to be performed in order to properly perform the contract and if the other party of the contract can regularly rely on the performance of the duty (cardinal duty).

8.3 Apart from this, the liability of Duplo Composite Horseshoes is excluded.

8.4 The above provisions also apply with regard to the liability of Duplo Composite Horseshoes for its legal representative(s) or (a) person(s) used to perform an obligation.

9. Applicable Law and Place of Jurisdiction

9.1 The conclusion of the contract is only possible in German, English, French and Spanish. If another language than German is used for the conclusion of the contract, the respective texts are translated from the German original. If any part of the translation is incorrect, the relevant phrase of the German original applies.

9.2 The existing purchase agreement between Duplo Composite Horseshoes and the customer, subject to mandatory international private-law provisions, is subject to the law of the Federal Republic of Germany and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

9.3 We are willing to participate in an out-of-court dispute resolution in front of an arbitration board. The responsible arbitration board is:

Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung e.V.

Straßburger Straße 8

D-77694 Kehl

Phone: +49 (0)7851/7957940

Fax: +49 (0)7851/7957941

E-Mail: mail@verbraucher-schlichter.de

Internet: www.verbraucher-schlichter.de

9.4 The place of jurisdiction is D-94078 Freyung if the customer is a mercantile trader within the meaning of §1(1) German Commercial Code (HGB) or a legal person under public law or a special fund under public law. In all other cases, Duplo Composite Horseshoes or the customer can bring the action to any court that is with jurisdiction over the claim on the basis of statutory regulations.

10. Final Provisions

10.1 If any provision of these terms and conditions is ineffective, the rest of the contract remains effective. Instead of the ineffective provision, the relevant statutory provisions apply.

10.2 These terms and conditions have been translated from our [German terms and conditions](#). If any part of the translation is incorrect, the relevant provision of the German terms and conditions applies.

End of the Terms and Conditions

II. Customer Information according to Distance Selling Regulations

1. Identity of the Seller

H. Frank Kunststofftechnik GmbH
Vorderfreundorfer Straße 20
D-94143 Grainet

Phone: +49 (0)8585/96926-0
Fax: +49 (0)8585/96926-119
E-Mail: info@duplo-frank.de
Internet: <http://www.duplo-frank.de>

Company Registry: Bavaria District Court (Amtsgericht) Passau HRB 8803

The H. Frank Kunststofftechnik GmbH is represented by the managing director, Mr. Hubert Frank.

Tax Identity Number according to §27a Value Added Tax Act (UStG): DE 289 899 047

2. Main Characteristics of the Goods or Services

The main characteristics of the goods or services result from the product description provided by Duplo Composite Horseshoes.

3. Technical Steps Leading to an Entry into Contract

The contract between Duplo Composite Horseshoes and the customer comes into existence under the provision of section 2 of the above terms and conditions by Duplo Composite Horseshoes.

4. Storage and Accessibility of the Wording of the Contract

Duplo Composite Horseshoes stores the contract on the internal systems. Customers with a personal account can review the orders placed since the registration of the account. In all other cases, the order data are not available online after the placement of the order for security reasons.

5. Technical Means to Recognize and Correct Input Errors before Entering into the Contract

Before placing a binding order, the customer can correct his input at all times by means of the regular functions of keyboard and mouse. Furthermore, all given data are displayed in a confirmation window before the binding placement of the order. If the customer detects an error in his given data, he goes back to the previous window for the correction of the error and then reloads the confirmation window.

6. Languages Available for Entering into the Contract

The conclusion of the contract is only possible in German, English, French and Spanish. If another language than German is used for the conclusion of the contract, the respective texts are translated from the German original. If any part of the translation is incorrect, the relevant phrase of the German original applies.

7. Business Conduct Guidelines of the Company

Duplo Composite Horseshoes is not subject to any business conduct guidelines.

Instructions on Withdrawal

Consumers are entitled to a right of withdrawal under the following provisions, consumer meaning every natural person who enters into a legal transaction for a purpose that is outside his trade, business or profession:

A. Instructions on Withdrawal

Right of Withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period will expire after fourteen 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 your right of withdrawal, you must inform us (Duplo Composite Horseshoes, H. Frank Kunststofftechnik GmbH, Vorderfreundorfer Straße 20, D-94143 Grainet, Telephone: +49 (0)8585/96926-0, Fax: +49 (0)8585/96926-119, E-Mail: info@duplo-frank.de) 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 parcel-sized goods. You will also have to bear the direct cost of returning the non-parcel-sized goods. The cost is estimated at a maximum of approximately 150.00 EUR for a return shipment within the Federal Republic of Germany, a maximum of approximately 1,000.00 EUR for a return shipment within the European Union and a maximum of approximately 5,000.00 EUR for a return shipment from the rest of the delivery area.

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.

General Notifications

Please keep in mind that the following notification is not a condition for the effective exercising of the right of withdrawal:

Please avoid damaging or soiling the goods. If possible, please return the goods in the original packaging with all accessories and all parts of the packaging. If necessary, use a protective outer packaging. If you do not have the original packaging any more, please use appropriate packaging to protect the goods from transport damages.

B. Withdrawal Form

If you want to withdraw from your contract, please complete the following form and send it to us.



Withdrawal Form

To
Duplo Composite Horseshoes
H. Frank Kunststofftechnik GmbH
Vorderfreundorfer Straße 20
D-94143 Grainet

Fax: +49 (0)8585/96926-119
E-Mail: info@duplo-frank.de

I / We (*) hereby give notice that I / We (*) withdraw from my / our (*) contract of sale of the following goods (*):

Ordered on (*) _____ / received on (*) _____

Name of Consumer(s): _____

Address of Consumer(s): _____

Date: _____

Signature of Consumer(s) (only if this form is notified on paper):

(*) delete as appropriate

Privacy Policy

1. Overview

General Notes

The following notes provide a simple overview of what happens to your personal information when you visit our website. Personal information is any data with which you could be personally identified. You can find detailed information on the subject of data protection in our privacy policy below.

Data Collection on our Website

Who is responsible for the data collection on this website?

The data collected on this website are processed by the website operator. The operator's contact details can be found in the website's [legal information](#).

How do we collect your data?

Some data are collected when you provide it to us (e. g. the data you enter in a contact form). Other data are collected automatically by our IT systems when you visit the website. These data are primarily technical data (e. g. web browser, operating system, time of access). These data are collected automatically as soon as you enter our website.

What do we use your data for?

Part of the data is collected to ensure the proper functioning of the website. Other data can be used to analyze how visitors use the site.

What rights do you have regarding your data?

You always have the right to request information about your stored data, its origin, its recipients, and the purpose of its collection at no charge. You also have the right to request that it be corrected, blocked, or deleted. You can contact us at any time using the address given in the website's [legal information](#) if you have further questions about privacy and data protection. You may also file a complaint with the competent regulatory authorities.

Analytic Tools and Third-Party Tools

When visiting our website, statistical analyses may be made of your surfing behavior. This happens primarily using cookies and analytics. The analysis of your surfing behavior is usually anonymous, i. e. we will not be able to identify you from this data. You can object to this analysis or prevent it by not using certain tools. Detailed information can be found in the following privacy policy. You can object to this analysis. We will inform you below about how to exercise your options in this regard.

2. General Notes and Mandatory Information

Data protection

The operators of this website take the protection of your personal data very seriously. We treat your personal data as confidential and in accordance with the statutory data protection regulations and this privacy policy.

When you use this website, various pieces of personal information will be collected. Personal information is any data with which you could be personally identified. This privacy policy explains what information we collect and what we use it for. It also explains how and for what purpose this happens.

Please note that data transmitted via the internet (e. g. via e-mail communication) may be subject to security breaches. Complete protection of your data from third-party access is not possible.

Notice concerning the party responsible for this website

The party responsible for processing data on this website is:

H. Frank Kunststofftechnik GmbH
Herr Hubert Frank, Director
Vorderfreundorfer Straße 20
D-94143 Grainet
Phone: +49 (0)8585/96926-0

H. Frank Kunststofftechnik GmbH
Vorderfreundorfer Straße 20
D-94143 Grainet

Phone: +49 (0)8585/96926-0
Fax: +49 (0)8585/96926-119
E-Mail: info@duplo-frank.de

Website: www.duplo-frank.de
PayPal: info@duplo-frank.de
Director / Geschäftsführer: Hubert Frank

Fax: +49 (0)8585/96926-119

E-Mail: info@duplo-frank.de

The responsible party is the natural or legal person who alone or jointly with others decides on the purposes and means of processing personal data (names, e-mail addresses, etc.).

Revocation of your consent to the processing of your data

Many data processing operations are only possible with your express consent. You may revoke your consent at any time with future effect. An informal e-mail making this request is sufficient. The data processed before we receive your request may still be legally processed.

Right to file complaints with regulatory authorities

If there has been a breach of data protection legislation, the person affected may file a complaint with the competent regulatory authorities. The competent regulatory authority for matters related to data protection legislation is the data protection officer of the German state in which our company is headquartered. A list of data protection officers and their contact details can be found at the following link: www.bfdi.bund.de.

Right to data portability

You have the right to have data which we process based on your consent or in fulfillment of a contract automatically delivered to yourself or to a third party in a standard, machine-readable format. If you require the direct transfer of data to another responsible party, this will only be done to the extent technically feasible.

SSL or TLS encryption

This site uses SSL or TLS encryption for security reasons and for the protection of the transmission of confidential content (e. g. the inquiries you send to us as the site operator). You can recognize an encrypted connection in your browser's address line when it changes from "http://" to "https://" and from the lock icon that is displayed in your browser's address bar. If SSL or TLS encryption is activated, the data you transfer to us cannot be read by third parties.

Encrypted payments on this website

If you enter into a contract which requires you to send us your payment information (e. g. account number for direct debits), we require this data to process your payment. Payment transactions using common means of payment (direct debit, PayPal) are only made via encrypted SSL or TLS connections. You can recognize an encrypted connection in your browser's address line when it changes from "http://" to "https://" and from the lock icon that is displayed in your browser's address bar. In case of encrypted communication, any payment details you submit to us cannot be read by third parties.

Information, blocking, deletion

As permitted by law, you have the right to be provided at any time with information free of charge about any of your personal data that is stored as well as its origin, the recipient and the purpose for which it has been processed. You also have the right to have this data corrected, blocked or deleted. You can contact us at any time using the address given in our [legal information](#) if you have further questions about personal data.

Objection to promotional e-mails

We hereby explicitly prohibit the use of contact data published in the context of website legal information requirements with regard to sending promotional and informational materials not explicitly requested. The website operator reserves the right to take specific legal action if unsolicited advertising material, such as e-mail spam, is received.

3. Data Collection on our Website

Cookies

Some of our web pages use cookies. Cookies do not harm your computer and do not contain any viruses. Cookies help make our website more user-friendly, efficient, and secure. Cookies are small text files that are stored on your computer and saved by your browser.

Most of the cookies we use are so-called "session cookies". They are automatically deleted after your visit. Other cookies remain in your device's memory until you delete them. These cookies make it possible to recognize your browser when you next visit the site.

Raiffeisenbank i. Lkr. Passau Nord
IBAN: DE98 7406 2786 0301 8609 50
BIC: GENODEF1TIE

VAT ID: DE289899047
HRB 8803
Amtsgericht Passau

Errors, misprints and omissions excepted.
Latest Update: 08/2021

You can configure your browser to inform you about the use of cookies so that you can decide on a case-by-case basis whether to accept or reject a cookie. Alternatively, your browser can be configured to automatically accept cookies under certain conditions or to always reject them, or to automatically delete cookies when closing your browser. Disabling cookies may limit the functionality of this website.

Cookies that are necessary to allow electronic communications or to provide certain functions you wish to use (e. g. the shopping cart) are stored pursuant to Sect. 6(1)(f) GDPR (General Data Protection Regulation). The website operator has a legitimate interest in the storage of cookies to ensure an optimized service provided free of technical errors. If other cookies (such as those used to analyze your surfing behavior) are also stored, they will be treated separately in this privacy policy.

Server log files

The website provider automatically collects and stores information that your browser automatically transmits to us in "server log files". These are:

- browser type and browser version
- operating system used
- referrer URL
- host name of the accessing computer
- time of the server request
- IP address

These data will not be combined with data from other sources. The basis for data processing is Sect. 6(1)(b) GDPR (General Data Protection Regulation), which allows the processing of data to fulfill a contract or for measures preliminary to a contract.

Contact form

If you send us questions via the contact form, we will collect the data entered on the form, including the contact details you provide, to answer your question and any follow-up questions. We do not share this information without your permission.

We will, therefore, process any data you enter onto the contact form only with your consent per Sect. 6(1)(a) GDPR (General Data Protection Regulation). You may revoke your consent at any time. An informal e-mail making this request is sufficient. The data processed before we receive your request may still be legally processed.

We will retain the data you provide in the contact form until you request its deletion, revoke your consent for its storage, or the purpose for its storage no longer pertains (e. g. after fulfilling your request). Any mandatory statutory provisions, especially those regarding mandatory data retention periods, remain unaffected by this provision.

Registration on this website

You can register on our website in order to access additional functions offered here. The input data will only be used for the purpose of using the respective site or service for which you have registered. The mandatory information requested during registration must be provided in full. Otherwise, we will reject your registration.

To inform you about important changes such as those within the scope of our site or technical changes, we will use the e-mail address specified during registration.

We will process the data provided during registration only based on your consent per Sect. 6(1)(a) GDPR (General Data Protection Regulation). You may revoke your consent at any time with future effect. An informal e-mail making this request is sufficient. The data processed before we receive your request may still be legally processed.

We will continue to store the data collected during registration for as long as you remain registered on our website. Statutory data retention periods remain unaffected.

Processing of data (customer data and contract data)

We collect, process, and use personal data only insofar as it is necessary to establish or modify legal relationships with us (master data). This is done based on Sect. 6(1)(b) GDPR (General Data Protection Regulation), which allows the

processing of data to fulfill a contract or for measures preliminary to a contract. We collect, process and use your personal data when accessing our website (usage data) only to the extent required to enable you to access our service or to bill you for the same.

Collected customer data shall be deleted after completion of the order or termination of the business relationship. Statutory data retention periods remain unaffected.

Data transmitted when entering into a contract with online shops, retailers, and mail order

We transmit personally identifiable data to third parties only to the extent required to fulfill the terms of your contract, for example, to companies entrusted to deliver goods to your location or banks entrusted to process your payments. Your data will not be transmitted for any other purpose unless you have given your express permission to do so. Your data will not be disclosed to third parties for advertising purposes without your express consent. The basis for data processing is Sect. 6(1)(b) GDPR (General Data Protection Regulation), which allows the processing of data to fulfill a contract or for measures preliminary to a contract.

Data transferred when signing up for services and digital content

We transmit personally identifiable data to third parties only to the extent required to fulfill the terms of your contract with us, for example, to banks entrusted to process your payments. Your data will not be transmitted for any other purpose unless you have given your express permission to do so. Your data will not be disclosed to third parties for advertising purposes without your express consent. The basis for data processing is Sect. 6(1)(b) GDPR (General Data Protection Regulation), which allows the processing of data to fulfill a contract or for measures preliminary to a contract.

4. Analytics and Advertising

Google AdWords and Google Conversion Tracking

This website uses Google AdWords. AdWords is an online advertising program from Google Inc., 1600 Amphitheater Parkway, Mountain View, CA 94043, USA ("Google").

As part of Google AdWords, we use so-called conversion tracking. When you click on an ad served by Google, a conversion tracking cookie is set. Cookies are small text files that your internet browser stores on your computer. These cookies expire after 30 days and are not used for personal identification of the user. If the user visits certain pages of the website and the cookie has not yet expired, Google and the website can tell that the user clicked on the ad and proceeded to that page.

Each Google AdWords advertiser has a different cookie. Therefore, cookies cannot be tracked using the website of an AdWords advertiser. The information obtained using the conversion cookie is used to create conversion statistics for the AdWords advertisers who have opted for conversion tracking. Customers are told the total number of users who clicked on their ad and were redirected to a conversion tracking tag page. However, advertisers do not obtain any information that can be used to personally identify users. If you do not want to participate in tracking, you can opt-out of this by easily disabling the Google Conversion Tracking cookie by changing your browser settings. In doing so, you will not be included in the conversion tracking statistics.

Conversion cookies are stored based on Sect. 6(1)(f) GDPR (General Data Protection Regulation). The website operator has a legitimate interest in analyzing user behavior to optimize both its website and its advertising.

For more information about Google AdWords and Google Conversion Tracking, see the Google Privacy Policy:

www.google.de.

You can configure your browser to inform you about the use of cookies so that you can decide on a case-by-case basis whether to accept or reject a cookie. Alternatively, your browser can be configured to automatically accept cookies under certain conditions or to always reject them, or to automatically delete cookies when closing your browser. Disabling cookies may limit the functionality of this website.

5. Newsletter

Newsletter Data

If you would like to receive our newsletter, we require a valid e-mail address and your name. No additional data is

collected or is only collected on a voluntary basis. We only use this data to send the requested information and do not pass it on to third parties.

We will, therefore, process any data you enter onto the contact form only with your consent per Sect. 6(1)(a) GDPR (General Data Protection Regulation). You can revoke consent to the storage of your data and e-mail address as well as their use for sending the newsletter at any time, e.g. through the "unsubscribe" link in the newsletter. The data processed before we receive your request may still be legally processed.

The data provided when registering for the newsletter will be used to distribute the newsletter until you cancel your subscription when said data will be deleted. Data we have stored for other purposes (e. g. e-mail addresses for the members area) remain unaffected.

Wix

This website uses Wix to send newsletters. The supplier is Wix.com Ltd. ("Wix"). Wix is a service specialised in the creation of websites; its head office is located in Tel Aviv. The data you provide to subscribe to our newsletter will be maintained, processed and stored by Wix and its authorized affiliates and service providers in the United States of America, in Europe, in Israel, and in other jurisdictions. Wix affiliates and service providers are contractually committed to keep your data protected and secured. Wix participates in the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework in order to protect its users' data even better.

Sending our newsletters with Wix enables us to analyze the behavior of newsletter recipients by means of Statistics Metrix 101. Among other things, we can find out how many recipients have opened the email containing the newsletter and how often various links contained therein are clicked. For more information on how data is analyzed by Wix, please visit www.wix.com.

Data processing is based on Sect. 6(1)(a) GDPR (General Data Protection Regulation). You may revoke your consent at any time by unsubscribing to the newsletter. The data processed before we receive your request may still be legally processed.

If you do not want your usage of the newsletter to be analyzed by Wix, you will have to unsubscribe from the newsletter. For this purpose, we provide a link in every newsletter we send. You can also unsubscribe from the newsletter directly on the website.

The data provided when registering for the newsletter will be used to distribute the newsletter until you cancel your subscription when said data will be deleted from our servers and those of Wix. Data we have stored for other purposes (e. g. e-mail addresses for the members area) remains unaffected.

For more information, see the privacy policy of Wix at www.wix.com.

Completion of an outsourced data processing contract

Our cooperation with Wix is based upon a general Data Processing Agreement which is binding for all Wix users. It is available online: www.wix.com

6. Plugins and Tools

YouTube

Our website uses plugins from YouTube, which is operated by Google. The operator of the pages is YouTube LLC, 901 Cherry Ave., San Bruno, CA 94066, USA ("YouTube").

If you visit one of our pages featuring a YouTube plugin, a connection to the YouTube servers is established. Here the YouTube server is informed about which of our pages you have visited.

If you're logged in to your YouTube account, YouTube allows you to associate your browsing behavior directly with your personal profile. You can prevent this by logging out of your YouTube account.

YouTube is used to help make our website appealing. This constitutes a justified interest pursuant to Sect. 6(1)(f) GDPR (General Data Protection Regulation).

Further information about handling user data can be found in the data protection declaration of YouTube under www.google.de.

Google Web Fonts

For uniform representation of fonts, this page uses web fonts provided by Google. When you open a page, your browser loads the required web fonts into your browser cache to display texts and fonts correctly.

For this purpose your browser has to establish a direct connection to Google servers. Google thus becomes aware that our web page was accessed via your IP address. The use of Google Web fonts is done in the interest of a uniform and attractive presentation of our website. This constitutes a justified interest pursuant to Sect. 6(1)(f) GDPR (General Data Protection Regulation).

If your browser does not support web fonts, a standard font is used by your computer.

Further information about handling user data, can be found at developers.google.com and in Google's privacy policy at www.google.com.

Google Maps

This site uses the Google Maps map service via an API. It is operated by Google Inc., 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA ("Google").

To use Google Maps, it is necessary to save your IP address. This information is generally transmitted to a Google server in the USA and stored there. The provider of this site has no influence on this data transfer.

The use of Google Maps is in the interest of making our website appealing and to facilitate the location of places specified by us on the website. This constitutes a justified interest pursuant to Sect. 6(1)(f) GDPR (General Data Protection Regulation).

Further information about handling user data can be found in the Google's data protection declaration at www.google.de.

7. Payment Service Providers

PayPal

Our website accepts payments via PayPal. The provider of this service is PayPal (Europe) S.à.r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg ("PayPal").

If you select payment via PayPal, the payment data you provide will be supplied to PayPal based on Sect. 6(1)(a) (Consent) and Sect. 6(1)(b) GDPR (Processing for contract purposes). You have the option to revoke your consent at any time with future effect. It does not affect the processing of data previously collected.

8. Duplo Innovations Forum

Your Registration in the Forum and the Members' Area

On our website www.duplo-innovations.com, you can register in the forum in order to access additional functions offered of the site. The input data will only be used for the purpose of using the respective offer or service for which you have registered. The mandatory information requested during registration must be provided in full. Otherwise, we will reject your registration.

For the registration, you need an e-mail address and an arbitrary, unique user name. Other data (first and last name, phone number, profile photo, personal description) are optional.

In case of important changes (e.g. concerning the scope of the offer or technical changes), we will use the e-mail address specified during your registration in order to inform you about those changes.

We will process the data provided during registration based on your consent per Sect. 6(1)(a) GDPR (General Data Protection Regulation). You may revoke your consent at any time with future effect. An informal e-mail (info@duplo-frank.de) making this request is sufficient. The data processed before we receive your request may still be legally processed.

By registering in our forum and our members' area, you accept the current [terms, conditions and rules](#).

Your Profile Data

The data you specify in your profile (profile name, photo, "About me") are visible for all members of the website if they are members of the community.

You can change your profile data (except for the e-mail address used during registration) at any time.

Options for Notifications

In your profile area, you can change the options for notifications.

Deactivation and Deletion of your Account

We will continue to store the data collected during registration for as long as you remain registered on our website. Statutory data retention periods remain unaffected.

You can deactivate your account at any time by "leaving the community". Your account will not be deleted by this action but remains active in the background. Leaving the community has the following consequences:

- Your profile is no longer visible for others.
- You cannot follow other members any more.
- You cannot comment or "like" other contributions.

In order to completely delete your account and the personal data connected with your profile, please send a short e-mail to info@duplo-frank.de. The deletion of your account has the following consequences:

- Your profile is no longer visible for others.
- You cannot follow other members any more.
- You cannot comment or "like" other contributions.
- All contributions, comments and "likes" of your account will be removed from the forum.

9. Final Provisions

If any provision of this privacy policy is ineffective, the rest of the provisions remain effective. Instead of the ineffective provision, the relevant statutory provisions apply.

Translation

This privacy policy been translated from our [German privacy policy](#). If any part of the translation is incorrect, the relevant provision of the German privacy policy applies.

