

## **General Terms and Conditions, Customer Information and Cancellation Policy**

pet-interiors design GmbH  
Bahnhofstraße 5  
D-96215 Lichtenfels

Telefon: 0 95 71 / 94 00 117  
Telefax: 0 95 71 / 48 52  
E-Mail: info@pet-interiors.de

Managing director: Christel Meyer  
Register court: Coburg HRB 4584

Value added tax identification number according to § 27 a value added tax law: DE263 652 320

### **I. General terms and conditions of business**

#### **1. Scope of application**

The following General Terms and Conditions in their valid version at the time of ordering apply to business relationships with our customers when placing orders via the Internet shop. Customers are both consumers and entrepreneurs. A consumer is any natural person who concludes a legal transaction for a purpose that cannot be attributed primarily to his commercial or self-employed professional activity. Entrepreneur is a natural or legal person or a partnership with legal capacity which, when concluding a legal transaction, acts in the exercise of its commercial or self-employed professional activity.

#### **2. Offer and conclusion of contract**

The presentation of the products in our internet shop is not a legally binding offer, but a non-binding online catalogue.

The subject matter of the contract is the sale of goods via our Internet shop. After entering your personal data, the successful completion of the individual order steps and by clicking the appropriate button, in the final step of the order process, you make a binding purchase offer for the goods contained in the shopping cart. Before submitting the order you have the possibility to recognize possible input errors and to correct and/or change them with the help of the correction function.

The confirmation of receipt of the order follows immediately after sending the order. This automatic acknowledgement of receipt merely documents that the order has been received by us and does not constitute an order acceptance.

We are entitled to accept your order within 2 working days after receipt, by sending an order confirmation in writing or in text form (e. g. email) in which you will be asked to pay for the processing of the order or the delivery of the goods.

Deviating from this applies to consumer customers: A binding contract can also be concluded in advance if you choose an online payment method and make the payment immediately after sending the order. In this case, the contract is concluded at the time when the corresponding payment service provider confirms the execution of the payment instruction to you.

#### **3. Settlement**

Only the payment methods indicated in the order process are accepted. The available payment methods and details of any additional costs of a payment method can be viewed in advance on the information pages of our Internet shop.

#### **4. Shipment**

Delivery is effected by sending the goods to the address given by the customer.

Delivery takes place against the packaging and shipping costs indicated in the order process. Details of any delivery restrictions and any packaging and shipping costs incurred can be viewed in advance on the information pages of our Internet shop. If, despite careful planning, an article cannot be delivered through no fault of your own, you will be informed by e-mail and any payments already made will be refunded.

## **5. Retention of title**

The delivered goods remain our property until the purchase price has been paid in full. For business customers, the following shall apply in deviation from this: We reserve title to the goods until all claims arising from the current business relationship have been settled in full.

## **6. Warranty**

The warranty is subject to the statutory provisions.

For business customers, however, the following applies: warranty claims due to defects in the goods shall become statute-barred one year after the passing of risk. Excluded from this are claims for damages, claims due to defects that we maliciously concealed, and claims arising from a guarantee that we have assumed for the quality of the goods. The right of recourse according to § 478 BGB is also excluded. The statutory limitation periods shall apply to these excluded claims.

## **7. Damage in Transit**

For consumer customers, the following applies: Please complain about transport damages to the deliverer as soon as possible and contact us. The contact details can be found in the imprint. Please note that failure to make a complaint or contact will not have any consequences for your statutory warranty rights. However, they help us to assert our own claims against the transport company.

The following applies to business customers: You must inspect the goods immediately on receipt for correctness, completeness and defects in accordance with § 377 HGB (German Commercial Code).

## **8. Applicable law and place of jurisdiction**

The contractual relations between us and the entrepreneur customer shall be governed by the law of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

The place of jurisdiction for all disputes arising from the contractual relationship between the customer and us shall be our registered office, insofar as the customer is a merchant, a legal entity under public law or a special fund under public law.

## **II. Customer information:**

### **1. Codes of conduct**

We are a member of the Verein sicher und Seriöser Internetshopbetreiber e. V. (Association of Safe and Serious Internet Shop Operators) and have been subjected to the examination criteria there and to the out-of-court conciliation body, which is free of charge for our customers.

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

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

### **2. Technical steps leading to the conclusion of the contract and possible corrections**

You can put the desired goods into the virtual shopping cart without obligation. You can access it at any time and view, correct and/or delete its contents. If you want to buy the selected goods you have to go through the ordering process by entering your personal data and choosing the desired shipping and payment method. You can cancel the order process at any time by closing the browser window or by sending the order. You can detect any input

errors in your order before submitting the order and correct them using the correction functions. The conclusion of the contract takes place in accordance with Section 2 of our General Terms and Conditions (in Part I. General Terms and Conditions).

### **3. Essential characteristics of the goods**

Please refer to the respective product descriptions in our Internet shop for information on the essential features of the goods we offer.

### **4. Contract language**

The language available for the conclusion of the contract is German.

### **5. Delivery time specifications**

The delivery time can be found in the respective offer in our internet shop. If no details are given there, the delivery time for national deliveries is a maximum of 7 days and for international deliveries a maximum of 14 days. If Sundays and public holidays fall within the delivery period, the delivery period shall be extended accordingly.

### **6. Complaints and Online Dispute Resolution**

Complaints, complaints and other warranty claims can be made at the address given in the imprint.

### **7. Online Dispute Resolution Information**

The EU Commission has created an internet platform for the online settlement of disputes (so-called "OS platform"). The OS Platform serves as a contact point for out-of-court settlement of disputes arising from online purchase contracts. The OS platform can be reached under the following link:<https://ec.europa.eu/consumers/odr/>

### **8. Warranty**

The warranty is given in accordance with the information in Section 6 of our General Terms and Conditions (in Part I. General Terms and Conditions).

### **9. Contract text storage**

The complete text of the contract is not saved by us. You can view the general terms and conditions of contract at any time on our website and save them on your computer. The concrete order data as well as the general terms and conditions of contract together with customer information will be sent to you by email. The concrete order data can be viewed during registration in the login area.

## **III. Cancellation instruction / Right of withdrawal**

You have the right to revoke this contract within fourteen days without giving any reasons. The period of revocation shall be fourteen days from the day on which you or a third party named by you, who is not the carrier, took possession of the goods or has taken possession of them. In order to exercise your right of withdrawal, you must inform us, pet-interiors design gmbh, Bahnhofstr. 5, D-96215 Lichtenfels, Fax: 0049 9571 4852, email: [info@pet-interiors.com](mailto:info@pet-interiors.com) by means of a clear declaration (e. g. a letter, fax or e-mail sent by post) of your decision to revoke this contract. You can use the enclosed sample revocation form for this purpose, but it is not mandatory.

In order to comply with the revocation period, it is sufficient that you send the notice of revocation prior to the expiry of the revocation period.

### **Effects of withdrawal**

If you withdraw from this contract, we must repay you all payments that we have received from you, including the delivery costs (with the exception of the additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days from the day on which we received the notification of your withdrawal from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment.

We may refuse repayment 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 or hand over the goods to us without delay and in any case no later than fourteen days from the day on which you notify us of the cancellation of this contract. The deadline is met if you send the goods before the end of the period of fourteen days.

You shall bear the direct costs of returning the goods.

You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for checking the condition, properties and functioning of the goods.

As at: 01.01.2021