

## General terms and conditions of business

### 1. Scope of application

1.1 The Following General Terms and Conditions of Business shall apply exclusively to the business relationship between pet-interiors.de (hereinafter referred to as pi) and the ordering party.

1.2 Guarantees, assurances, supplementary agreements as well as amendments to the contract must be given in writing in order to be effective. This applies in particular to changes with regard to the need for the written form. An oral amendment to the need for the written form shall be invalid.

### 2. Offer and conclusion of a contract

2.1 Your order and the sending thereof constitute an offer made to pi to conclude a purchase contract.

2.2 Following receipt of your order, pi shall provide you, via e-mail, with confirmation of receipt of your order. This order confirmation does not constitute an acceptance by pi of your offer to conclude a purchase contract. It solely confirms the receipt of your order.

2.3 The purchase contract between you and pi shall come into force only when the ordered goods have been made available by pi in a form ready for dispatch and a second notification has been sent to you via e-mail (confirmation of dispatch).

### 3. Delivery

3.1 Unless agreed otherwise, delivery shall be made to the delivery address which you specified.

3.2 Deliveries are made in the fastest possible way to the delivery address which you specified.

Details relating to a delivery deadline shall in each case be non-binding, provided that no delivery deadline was agreed separately and in writing.

3.3 In the event of non-availability, pi shall be entitled to carry out the order in part deliveries within a reasonable period of time. In this case, a flat-rate charge for postage and packing shall apply only once.

3.4 The purchase contract is concluded under reservation of the right to deliver correctly and on time ourselves. If the supplier of pi fails to supply us with the ordered goods contrary to a contractual obligation, pi shall be entitled to rescind the contract. In this case, you will be informed immediately in writing of the non-availability of the goods and any purchase price which has already been paid will be refunded immediately.

3.5 If the order is carried out in part deliveries, the right of rescission pursuant to section 3.4 shall be restricted to the articles not yet delivered, provided that these cannot be subsequently delivered within a reasonable period of time.

In this case too, you will be informed immediately in writing about the non-availability of the goods and any part purchase price which has already been paid will be refunded immediately.

### 4. Informativa sul diritto di recesso

#### 4.1 Diritto di recesso

Potrete revocare la Vostra dichiarazione di contratto entro 14 giorni senza addurre motivazioni sotto forma di testo (lettera, fax, e-mail) oppure - qualora entrate in possesso della merce prima del termine della scadenza - ritornando la merce stessa al produttore. La scadenza ha decorrenza dal ricevimento delle presenti istruzioni sotto forma di testo, tuttavia non prima che il destinatario abbia registrato l'ingresso della merce (in caso di consegna multipla di merci similari, non prima che si sia verificata la prima consegna parziale) e comunque non prima di aver adempiuto ai nostri obblighi di informazione, in conformità con l'articolo 246 § 2 in connessione con § 1 comma 1 e 2 della Legge d'applicazione al Codice civile tedesco (EGBGB) e i nostri obblighi ai sensi di § 312a comma 1 capoverso 1 del Codice civile tedesco (BGB) in connessione con l'articolo 246 § 3 della Legge d'applicazione al Codice civile tedesco (EGBGB). Per mantenere il termine di revoca basterà trasmettere tempestivamente la revoca o la merce a:

pet-interiors.de Bahnhofstr. 5 DE-96215 Lichtenfels Telephone: +49 (0)9571 / 94 00 117 Fax: +49 (0)9571 / 48 52 E-mail: info@pet-interiors.de

#### 4.2 Effetti della revoca

Nel caso di revoca valida, andranno restituite le prestazioni ottenute da ambe le parti, comprensive degli eventuali profitti riscossi (interessi). Qualora non foste in grado di restituirci - in tutto o in parte - la prestazione ottenuta, oppure se ciò avvenisse in uno stato di deterioro, dovete risarcirci l'eventuale valore corrispondente. Ciò non si applica alla cessione di immobili, quando il deterioro dell'immobile stesso è imputabile esclusivamente alla sua verifica - come sarebbe stato possibile presso il negozio. L'obbligo di risarcimento del valore è inoltre eludibile in caso di deterioro dovuto a un utilizzo conforme alle norme, in caso di non utilizzo della merce come Vostra proprietà e astenendosi da tutto ciò che potrebbe ridurne il valore.

Le merci spedibili come pacchi saranno da inviarsi a nostro rischio. Voi dovete assumerVi le spese di restituzione nei casi in cui la merce consegnata equivalga a quella ordinata e quando il prezzo della merce restituita non superi l'importo di 40 Euro oppure, ancora, quando in caso di prezzo superiore, non aveste ancora corrisposto la controprestazione o un pagamento parziale sancito dal contratto. In tutti gli altri casi, la restituzione sarà per Voi gratuita. Le merci non spedibili come pacchi dovranno essere ritirate da Voi. Gli obblighi di rimborso di pagamento devono essere adempiuti entro 30 giorni. La scadenza ha decorrenza per Voi dall'invio della Vostra dichiarazione di revoca ovvero della merce, per noi dall'entrata delle stesse.

Fine delle istruzioni di revoca

### 5. Prices

5.1 The prices given are inclusive prices in EUR and include the statutory value added tax applicable in each case in the Federal Republic of Germany. This also applies to orders received from other EU countries.

5.2 In the case of foreign deliveries made to non-EU countries, we shall show the value added tax included for the Federal Republic of Germany separately in the invoice.

### 6. Postage and packaging costs

6.1 Postage and packaging is free of charge for orders for delivery in the Federal Republic of Germany.

6.2 We shall levy a flat-rate charge for postage and packaging plus any customs charges incurred for orders for delivery to other EU countries or Switzerland. Flat-rate postage and packing charges as well as customs charges will be shown separately when ordering in the shopping basket.

### 7. Payment and dispatch

7.1 Goods ordered are dispatched against advance payment.

7.2 You will receive an invoice for goods ordered together with a dispatch confirmation once these goods have been made available for dispatch.

7.3 Goods ordered are dispatched immediately, at the latest three working days following receipt in full at pi of the invoice amount.

7.4 In the event that the invoice amount is not paid within 14 days following the sending of the invoice, pi shall be entitled to rescind the contract. Additional legal claims shall remain unaffected.

7.5 Payments from foreign credit institutes can be made more cheaply if the following IBAN and SWIFT codes for our bank account are given on the transfer:

IBAN code: DE95 7702 0070 0363 1117 77

SWIFT code (BIC): HYVEDEMM411

### 8. Reservation of title

The goods delivered shall remain the property of pi until payment has been received for them in full.

### 9. Guarantee and liability

9.1 Any description whatsoever of our products constitutes purely a description of performance and does not contain any guarantee for the composition of the object of the contract, its suitability for a particular purpose or its durability. Corresponding guarantee undertakings must be agreed separately and in writing in each case.

9.2 In the event of a defect, you may request subsequent performance (elimination of defects or replacement delivery).

If subsequent performance is unsuccessful, you may rescind the contract or reduce the purchase price in the event of a considerable defect. Claims for compensation may only be asserted within the scope of sections 9.3 to 9.6 of these General Terms and Conditions of Business below.

9.3 In the event of intent, claims in accordance with the German Product Liability Law or injury to life, body or health, pi shall be liable in accordance with legal regulations.

9.4 In the event that an animal is killed or injured, pi shall be liable in deviation from 9.3 exclusively in the case of intent or gross negligence as well as in accordance with the regulations of the German Product Liability Law.

9.5 In the case of gross negligence, pi's liability shall be restricted to reparation of the typically foreseeable damage; this restriction shall not apply if the damage was caused by managerial staff of pi.

9.6 pi shall not be liable for damages resulting from simple negligence.

9.7 In the case of subsequent performance by means of a replacement delivery, pi can make the replacement delivery dependent on the prior return of the defective goods.

### 10. Set-off and right of retention

10.1 A set-off in respect of pi is permissible only with claims set-out in a legally binding manner or not disputed by pi.

10.2 The exercising of a right of retention is in respect of pi permitted only insofar as the counterclaim put forward is based on the same contractual relationship.

### 11. Data protection

The passing of personal information to third parties: pi uses your personal information for processing product orders and only within the online-shop. pi does not pass on your data to third parties without your express permission. Should we be obliged by law or as a result of a decision of a court to do so, we shall pass on your data to institutions entitled to receive this information.

### 12. Miscellaneous

12.1 The place of performance for deliveries and services from pi is Lichtenfels, Germany. Among business people, the general place of jurisdiction of pi shall be deemed to be agreed as the place of jurisdiction for actions arising out of bills or cheques as well as for all disputes arising directly or indirectly from the contractual relationship and for the judicial summary proceeding for order to pay debts.

12.2 The contracts concluded with pi are subject in all cases, including those concerning foreign countries, i.e. orders from and/or deliveries to foreign countries, to German law. UN sales law is in all cases excluded.

12.3 In the event that individual provisions set out in these General Terms and Conditions of Business are or become invalid, this shall not affect the validity of the remaining provisions.

The contractual partners undertake to replace the ineffective provision with a regulation which is permitted legally and which comes closest in terms of meaning and purpose according to the spirit of the contractual parties to the ineffective provision. The law shall apply supplementarily.

As at: **01.07.2010**