

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. Instructions of cancellation

4.1 Right of cancellation

You can withdraw your declaration of contract within 14 days without stating any reasons in the form of a text (i.e. letter, fax, email) or - should you take over the goods already before the expiration of the term - by sending the goods back. The term commences upon receipt of these instructions in the form of a text, but not before the goods have reached the recipient (in case of repeated deliveries of similar goods, not prior to the receipt of the first partial delivery), and in any case not before observing our obligations to inform pursuant to article 246 § 2 in connection with § 1 paragraph 1 and 2 of the Introductory Statute to the Civil Code (EGBGB) as well as our obligations pursuant to § 312e paragraph 1 sentence 1 of the Civil Code (BGB) in connection with article 246 § 3 of the Introductory Statute to the Civil Code (EGBGB). A timely posting of the cancellation or of the goods is sufficient for staying within the deadline. Please address the cancellation to:

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 Effects of the cancellation

In case of a valid cancellation, it is necessary to grant back any performances that any of the parts have received as well as any gained profits, where appropriate (i.e. interests). Should you not grant back the received performance - or just part of it - or only in bad conditions, you will have to compensate us for any deterioration in value. This does not apply to the provision of goods when the deterioration of the goods can be exclusively attributed to their inspection - comparable to the inspection of goods common to purchasing in a retail shop. Furthermore, you can avoid the obligation of recompensation for any deteriorations due to a proper use of the goods by not using them as your possession, and by refraining from doing anything that may penalize their value.

We shall bear any risks associated with the return of goods that can be sent as a package. You will have to bear any costs related with the return when the delivered goods correspond to those ordered and when the price of the returned goods does not exceed the amount of 40 Euros or - should the price of the goods be higher - you have not made yet your counterperformance or a partial payment provided by in the contract by the time of the cancellation. In all other cases, the return will be free of charge for you. You will have to pick up goods which cannot be sent as a package. Obligations for the recompensation of payments must be fulfilled within 30 days. Such term commences for you with the posting of your declaration of cancellation or of the goods, and for us with the receipt of the same.

End of the instructions of cancellation

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