

1. Scope of application

The Following General Terms and Conditions of Business shall apply exclusively to the business relationship between designspray online marketing GmbH (hereinafter referred to as DS) and the ordering party.

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

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

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

3. Delivery

Unless agreed otherwise, delivery shall be made to the delivery address which you specified. Deliveries are made in the fastest economic 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.

In the event of non-availability, DS 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.

The purchase contract is concluded under reservation of the right to deliver correctly and on time ourselves. If the supplier of DS fails to supply us with the ordered goods contrary to a contractual obligation, DS 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.

4. Prices

The prices are in USD without any tax and fees included.

5. Postage and packaging costs

Postage and packaging is free of charge for orders and deliveries to the USA and Canada.

6. Customs

Please, note that, perhaps, attacking duties and duty fees, as well as the import sales tax of customers are to be carried. The customer has to care himself for the correct delivery, possibly, of attacking customs duties.

7. Payment and dispatch

Goods ordered are dispatched against advance payment.

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

Goods orders are dispatched immediately, at the latest five working days following receipt in full at DS of the invoice amount.

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

8. Reservation of title

The goods delivered shall remain the property of DS 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, DS shall be liable in accordance with legal regulations.

9.4. In the event that an animal is killed or injured, DS 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, DS'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 DS.

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

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

10. Limitation of liability

Under no circumstances, or under any legal or equitable theory, whether in contract, tort, strict liability or otherwise, shall DS, or any of its employees, directors, officers, agents, vendors or suppliers be liable to you or to any other person for any direct or indirect losses or damages, whether special, incidental or consequential or otherwise arising out of or in connection with the use of, inability to use, or malfunction of this website. You, the user, will be solely responsible for any damage, or loss of data to your computer system or other property that results from the use of this site, including the downloading of any material. DS will not be liable for any damages of any kind arising from the purchase or use of products offered for sale on this site, including but not limited to direct, indirect, incidental, punitive and consequential damages. Some states may limit the ability of vendors to disclaim implied warranties; therefore the language of this paragraph may not apply to you.

This comprehensive limitation of liability applies to all losses and damages of any kind (whether general, special, consequential, incidental, exemplary or otherwise, including, without limitation, loss of data, income or profits), whether in contract, negligence or other tortious action, even if an authorized representative of DS has been advised of or should have known of the possibility of such damages.

Applicable law may not allow the limitation of liability set forth above, so this limitation of liability may not apply to you. If any part of this limitation on liability is found to be invalid or unenforceable for any reason, then the aggregate liability of DS under such circumstances for liabilities that otherwise would have been limited shall not exceed one hundred dollars (\$100).

If you are dissatisfied with this website or any content on the site, or with these terms and conditions, your sole and exclusive remedy is to discontinue using this website. You acknowledge, by your use of this website, that your use of the site is at your sole risk.

11. Set-off and right of retention

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

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

12. Returning goods

If you are dissatisfied with any of our products, you may return the item for a full refund. You may return an item within 15 days from purchase, if the product is returned unused (free of pet hair or scratches).

Please send us an announcement within 15 days of receipt by e-mail to info@pet-interiors.com. The buyer does shipping and pays the freight to return the product. All products returned must be in new condition with no evidence of use, specifically cat hair or scratches. Custom made items cannot be returned or exchanged.

We administer return credits within 36 hours after the product is received in our return center.

13. Data protection

The passing of personal information to third parties: DS uses your personal information for processing product orders and only within the online-shop. DS 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.

14. Security of your personal information

DS is committed to protecting the security of your personal information. We use a variety of state-of-the-art security technology and data storage to ensure that your personal information is safeguarded from unauthorized access, use or disclosure. Your personal information is stored on servers with limited, authorized access only in controlled facilities. Sensitive information is transmitted using encryption such as Secure Socket Layer (SSL) protocol.

15. Personal information collected

You will be asked when it is necessary to collect personal information. Generally, this information is only requested when you are signing up for email newsletters, completing surveys, purchasing or requesting information from us. Personal information collected by DS usually includes an email address, name, address, phone number or credit card information to complete a purchase. Newsletters and other automatic notifications sent by email will include an unsubscribe link. DS will not knowingly collect information from children.

16. Use of personal information

DS may also collect information about your hardware & software to include you IP address, browser type, operating system, domain name, access times and referring website address to better serve you. We reserve the right to compile profiles about our visitors to provide general statistical information. However, this information is never linked with personal information but used only to improve service on our site.

If you provide us with your email or postal address, you may receive periodic catalogs, information on new products and services or upcoming events. If you do not want to receive email correspondence from us, simply let us know by sending an email to info@pet-interiors.com, or by writing to Designspray onlinemarketing GmbH, Bahnhofstr. 5, 96215 Lichtenfels, Germany.

Attention - Relations & Notices Department.

We will be sure to remove your name for futures mailings. You may also provide us any changes in your email address through the same options noted above.

17. Phone number

If you provide us with your telephone or fax numbers, you may receive telephone or fax contact from us regarding orders or requests for information. We need your phone number, should problems occur during the delivery, and for this case we will print your phone number on the parcel label. Your phone information will not be distributed to any other company or used for any type of solicitation.

18. Use of cookies

A cookie is uploaded to a customer's system if accepted or is read if the customers have previously visited our site to assist in the collecting statistical site information as described in section titled Data security / Cookies.

19. Copyrights

All copyrights of this site is for the exclusive use by designspray onlinemarketing GmbH. Use, reproduction, distribution, display, post or transmitting of materials found on this site is prohibited without written consent.

20. Intellectual property ownership

Trademarks, service marks, brand names and logos appearing on this site are either owned by this site or by permission by suppliers represented on this site. Nothing contained herein shall be construed as granting license or right to use any trademarks, service marks, brand names or logos from this site without the written permission of DS. Framing techniques to enclose same or use of meta tags or any other hidden text may not be employed without written consent of DS.

21. Web links

DS may provide links to other websites managed by third parties. It is acknowledged and agreed that such links are provided for your convenience only and does not necessarily imply endorsement, affiliation, relationship or sponsorship by Designspray onlinemarketing GmbH. Use of any linked site is solely at your own risk. DS is not responsible including loss or injury suffered for any matter associated with linked sites, including but not limited to content or reliance on third party information.

22. Terms and Conditions May Change

DS reserves the right to update or modify these Terms and Conditions at any time without prior notice. Use of this website by you following any such change constitutes your agreement to follow and be bound by the modified Terms and Conditions. We encourage you to review these Terms and Conditions whenever you use this website so that you have reviewed the most current version.

In the event that any provision of the Terms and Conditions conflict with the law under which the Terms and Conditions are to be construed or if any such provisions are held invalid, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of these Terms and Conditions will remain in full force and effect.

23. Miscellaneous

The place of performance for deliveries and services from DS is Lichtenfels, Germany. Among business people, the general place of jurisdiction of DS 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.

The contracts concluded with DS 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.

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.

24. Entire Agreement

These Terms of Use represent the complete agreement between the parties and supersede all prior agreements and representations between them. Headings used in these Terms of Use are for reference purposes only and in no way define or limit the scope of the section.

25. Enforceability

If any provision of these Terms and Conditions is held to be unenforceable for any reason, such provision shall be modified only to the extent necessary to make it enforceable and the other terms of these Terms and Conditions shall remain in full force and effect. The failure of DS to act with respect to a breach of these Terms and Conditions by you or others does not constitute a waiver of any nature and shall not limit DS's rights with respect to such breach or any subsequent breaches in any way.

26. Acceptance of terms

Use of this site, signifies that agreement with and consent to the terms and conditions as stated. Owners of this site shall not be liable for any direct, indirect, incidental, consequential or exemplary damages, including but not limited to, damages for loss of profits, data or other intangible losses (even if the owners

of this site have been advised of the possibility of such damages), resulting from the use or the inability to use the product(s) and or service(s) or any misuse of the product(s) and or service(s) in a manner not in accordance with their intended use.
The law shall apply supplementarily.

27. Contact information

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