



I. Scope of Application

1. Subject to deviating provisions of individual contracts, these general terms and conditions of sale and delivery (hereinafter also referred to as "**Terms and Conditions**") shall exclusively apply to all contracts concerning sales, deliveries and other services (hereinafter also referred to as "**Deliveries**") concluded between Schulze Heimtierbedarf GmbH (hereinafter also referred to as "**Schulze**" or "**we/us**") and you as our customer (hereinafter also referred to as "**Customer**").
2. These Terms and Conditions shall apply equally to all types of business transactions including orders via our online shop, by phone or email.
3. These Terms and Conditions shall apply exclusively. Any terms of the Customer that deviate from these Terms and Conditions or are contrary to or supplement or otherwise contradict these Terms and Conditions shall not become a part of the contract. This shall apply even if Schulze effects Deliveries and/or renders services despite its knowledge of such terms of the Customer; unless Schulze has expressly agreed to such terms in writing.
4. These Terms and Conditions shall also apply to all future contracts on Deliveries and services between Schulze and the Customer.
5. These Terms and Conditions shall apply for orders placed by consumers within the meaning of Sec. 13 of the German Civil Code (*Bürgerliches Gesetzbuch, BGB*) and entrepreneurs within the meaning of Sec. 14 BGB.
6. All statements and notifications of legal relevance required to be made by the Customer vis-à-vis us after the conclusion of the contract (e.g. setting deadlines, notification of defects, declarations of withdrawal or reductions) must be made in writing to be effective.

II. Conclusion of the Contract

1. Our offers in the catalogue or the online shop are non-binding and subject to change. This also applies to descriptions of goods. The presentation and advertising of articles, e.g. via our online shop or in our catalogues, shall not be deemed a binding offer for the conclusion of a purchase contract. It shall only be deemed a promotion of Schulze's goods.
2. The Customer's order for goods shall be considered a binding offer of contract. By placing an order in the online shop via the button "Buy", the Customer submits a binding offer of contract which requires our acceptance. Unless stated otherwise in the order, we may accept such offer of contract within one week from the date on which we receive it.
3. A contract shall only be concluded upon our written order confirmation or implicitly through the delivery of the goods and shall be governed exclusively by the contents of the order confirmation and by these delivery terms.
4. In the case of an order via the online shop the following additional provisions shall apply:
 - 4.1. At the end of the respective ordering process the Customer receives a list of the products ordered as well as the total price to be paid, including the statutory VAT and the applicable shipping and additional costs.
 - 4.2. Before submitting an order the Customer has the possibility to check the order once again and, if necessary, to change or entirely delete the order by clicking on the corresponding buttons.



- 4.3. Schulze will immediately confirm to the Customer the receipt of the order via email (order confirmation). The order confirmation is not an acceptance of the order, unless acceptance is declared therein together with the receipt of the order. A contract is only concluded if we accept your order by declaring our acceptance or by delivering the ordered articles.
- 4.4. Should the delivery of the goods ordered by the Customer not be possible as, for example, the respective goods are not in stock, we will not send a declaration of acceptance. In such case, no contract is concluded. We will immediately inform the Customer about such circumstance and immediately refund any consideration already obtained.
- 4.5. The contractual languages are German and English. All contractual data is only stored in the context of our commercial accounting in accordance with the statutory provisions. If you have a customer account in our online shop, this data will be available/retrievable there until the customer account is deleted. Please save the contractual documents we send you and/or make copies thereof. You can download, save and/or print these Terms and Conditions and all other contractual provisions. These will also be sent to you via email with every purchase and sale.

III. Right of Revocation

For contracts which we conclude with customers exclusively by using distance communication such as telephone or Internet etc., the following provisions shall apply:

Right of Revocation

You have the right to revoke this contract within 14 days without stating reasons. The revocation period is 14 days starting on the date on which you or a third party appointed by you, other than the carrier, took possession of the goods. If goods which were ordered together are delivered in separate shipments, the revocation period is 14 days starting on the date on which you or a third party appointed by you, other than the carrier, took possession of the last shipment. To exercise your right of revocation, you have to inform us

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about your decision to revoke the contract by sending us a clear statement (e.g. a letter sent by post, a fax or an email). For your revocation you may use the attached template revocation form which is, however, not compulsory. To comply with the revocation deadline, it is sufficient to dispatch the statement declaring that you exercise your right of revocation before the expiry of the revocation period.



Consequences of the Revocation

If you revoke this contract, we are obliged to repay any payments we received from you, including the delivery costs (with the exception of additional costs which occurred because you chose a different form of delivery than the low priced standard delivery offered by us), immediately and at the latest within 14 days from the day on which your statement declaring the revocation of this contract is received by us. For this repayment we use the same payment method which you chose for the original transaction, unless we explicitly agreed on another method; on no account will we charge any fees for the repayment. We are entitled to refuse repayment until we have received the returned goods or until you have provided proof that you have dispatched the goods, whichever is the earlier date. You are obliged to return the goods or hand them over to us immediately and in any case at the latest within 14 days from the day on which you informed us of the revocation of this contract. The deadline is deemed met if you dispatch the goods prior to the expiry of the period of 14 days. You shall bear the direct costs for returning the goods. You shall only be liable for any loss of value of the goods if this loss of value is due to a handling of the goods which was not necessary for assessing the quality, characteristics and functionality of the goods.

End of the Revocation Instructions

Template Revocation Form

Pursuant to the statutory provisions, Schulze provides information regarding the template revocation form under this Link: <http://download.portapet.de/GTC/RightOfWithdrawal.pdf>

IV. Prices

1. For consumers, the price indicated in the respective offer for our goods is the final price including statutory VAT and other price components. The Customer, who is a consumer, will be shown the respective shipping costs in the respective offer and shall bear these costs, unless the Customer exercises his right of revocation. Orders with a value of EUR 25.00 or more will be delivered free of charge within Germany.
2. The prices stated vis-à-vis business customers are net prices exclusive of export and shipping costs.
3. We are entitled to issue partial invoices for partial deliveries within the meaning of item **VI.8**.

V. Payment, Due Date, Default in Payment

1. The payment by the Customer can be made by means of payment listed in our online shop in the section payment methods. Deliveries against advance payment will only be effected once the invoice amount has been credited to one of our accounts. Schulze reserves the right not to offer certain methods of payment in individual cases.
2. If the Customer is given the option of payment against invoice, payments will be considered made in due time if Schulze receives the respective amount in due time.
3. The Customer shall be in default upon expiry of the agreed payment period. During the default, interest shall be payable on the purchase price at the respectively applicable statutory default interest rate. We



reserve the right to assert further damages for default. Vis-à-vis merchants, our right to commercial default interest (Sec. 353 of the German Commercial Code (*Handelsgesetzbuch, HGB*)) shall remain unaffected.

4. The Customer may only set off such counterclaims which have been established with final legal effect or which are uncontested or have been acknowledged by Schulze. The Customer may only assert a right of retention based on counterclaims deriving from the same contractual relationship.

VI. Delivery and Shipment, Passing of Risk and Default in Acceptance

1. Delivery is ex stock, which is also the place of performance. If requested by the Customer, the goods will be shipped to a different destination at the Customer's expense (sale by delivery, (*Versendungskauf*)). Unless agreed otherwise, we are entitled to choose the means of shipment (in particular the forwarding company, dispatch route, packaging) at our own discretion.
2. The risk of accidental loss and accidental deterioration of the goods shall pass to the Customer at the latest at the handover of the goods.
3. In case of a sale by delivery, for purchases by Customers who effect their purchase in exercise of their commercial or freelance professional activity (business customers), the risk of accidental loss and accidental deterioration of the goods as well as the risk of delays shall already pass when the goods are handed over to the forwarding agent, the carrier or another person or entity commissioned with carrying out the shipment. Insofar as an acceptance inspection has been agreed upon, this shall be decisive for the passing of risk. Also in all other respects, the statutory provisions governing the provision of works and services (*Werkvertragsrecht*) shall apply mutatis mutandis to an agreed acceptance inspection. The goods shall be considered delivered and/or accepted also if the customer is in delay with accepting delivery.
4. In case of customers who effect a purchase with a purpose that can be assigned neither to their commercial nor to their freelance professional activity (consumer), we will bear the transport risk until the transport company hands the goods over to the Customer.
5. The Customer shall bear the return shipment expenses if he exercises his Right of Revocation. If the Customer exercises his right of revocation, we will reimburse the Customer for the delivery costs (original delivery) of the goods in the amount of the lowest-priced standard delivery option.
6. The delivery period shall be agreed individually and/or indicated by us in the ordering process. It is a prerequisite for the start of the delivery period indicated by us that the Customer has provided us with any and all information and documents required for the performance of the delivery in due time and effected any agreed advance payments as agreed. Unless otherwise stipulated, agreed deadlines shall commence on the date of the order confirmation. These deadlines shall be extended accordingly if additional or supplementary orders are placed at a later date.
7. Should we be unable to meet binding delivery deadlines for reasons beyond our control (non-availability of service), we will immediately inform the Customer accordingly indicating the expected new delivery deadline. Should the service also remain unavailable within the new delivery deadline, we are entitled to withdraw from the contract in whole or in part; we will immediately refund any consideration already rendered by the Customer. Non-availability of the service in this sense shall be deemed, in particular, a delayed delivery by one of our suppliers if we have concluded a congruent covering transaction, neither we nor our supplier are responsible for the delay or if we are not obliged to procure the goods in the individual case.
8. Schulze shall be entitled to make partial deliveries if (i) the Customer can use the partial delivery for the contractually agreed purpose, (ii) delivery of the remaining ordered goods is ensured, and (iii) this does



not cause the Customer considerable additional work and/or expenses (unless Schulze agrees to bear such costs).

VII. Duty of Business Customers to Inspect and to Report Defects

1. The claims for defects of the Customer who is a business customer shall be subject to the Customer's compliance with his statutory duties to inspect and to report defects (Secs. 377, 381 HGB). If the Customer is a business customer, he shall be obliged to immediately inspect the Deliveries for defects and to notify Schulze immediately of such defects in writing or in text form, however, at the latest within five calendar days from the handing over of the Delivery to the Customer. In case of hidden defects, the objection period begins when the hidden defect was detected or could have been detected without gross negligence. The forwarding of purchased items to third parties or their shipment to a foreign customs territory shall not release the Customer from his duty to report defects pursuant to this item **VII.1**.
2. If the notice of defects is not made or not made in time, our liability for the defect of which we have not been notified shall be excluded.

VIII. Retention of Title

1. Schulze shall hold the title in the purchased item until any and all claims arising from the purchase contract have been completely fulfilled. Only vis-à-vis business customers, this shall also apply until future claims of Schulze from ongoing business relationships plus interest and costs have been completely settled.
2. The Customer shall not be entitled to sell or otherwise dispose of the purchased item, in particular to pledge or transfer it by way of security as long as the purchased item is subject to retention of title, i.e. as long as the Customer has not fulfilled all of Schulze's claims from the purchase contract concerned. A connection of items of the Customer or third parties with purchased items subject to retention of title shall be prohibited.
3. The Customer shall immediately inform Schulze in writing or in text form if and insofar as third parties access the purchased items subject to retention of title.

IX. Warranty and Liability

1. The Customer's rights in the event of material or legal defects shall be subject to the statutory provisions, unless agreed otherwise below. The specific statutory provisions regarding the final delivery of the goods to a consumer (recourse against the supplier pursuant to Secs. 478, 479 BGB) shall remain unaffected in any case.
2. Our liability for defects shall primarily be based upon the agreement made regarding the quality of the goods. The product descriptions (also of the manufacturer) designated as such provided to the Customer prior to his order or made a part of the contract in the same way as these Terms and Conditions shall be considered as the agreement regarding the quality of the goods. Claims for product defects in relation to damage to the purchased items shall be excluded if the damage was caused by improper actions or actions otherwise contrary to the contract of the Customer or individuals who can be attributed to his sphere. This shall particularly apply if the Customer has not considered the manufacturer's instructions for use.
3. If the Customer is a business customer, the choice of the type of subsequent performance shall be at Schulze's own discretion. In addition, the statutory provisions shall apply, unless stipulated otherwise in this item **IX**. Claims of the Customer for the expenses required for the purposes of subsequent performance, in particular, costs of transport, travel, work and material shall be excluded if the expenses



increase due to the subsequent transport of the purchased item to a place other than the Customer's place of business.

4. In case Schulze replaces delivery items or parts thereof as part of the warranty for defects, the Customer shall surrender and assign the replaced items or parts thereof to Schulze.
5. If an inspection of the product in question shows that the defect or damage asserted by the Customer does not exist and that the product is in fact free of defects, Schulze is entitled to charge the Customer a standard fee of EUR 30.00 plus VAT for the inspection. The Customer is entitled to prove that the actual costs of the inspection were lower and we are entitled to prove that such costs were higher.
6. Schulze does not provide any additional guarantees, unless this has been expressly agreed upon in the order confirmation for the respective goods.

X. Limitation of Liability

1. Claims of the Customer for damages shall be excluded. This shall not apply to claims of the Customer for damages resulting from injury to life, body or health or resulting from a violation of a material contractual obligation (obligation which must be fulfilled to enable a due performance of the contract and on whose fulfilment the contractual partner generally relies and may rely) as well as to claims for other damage resulting from the violation of an obligation caused by intent or gross negligence of the seller, its legal representatives or vicarious agents.
2. In case a material contractual obligation is violated, Schulze shall be liable only for the foreseeable damage that might typically occur under the contract if it was caused by simple negligence, unless the Customer claims damages arising out of injury to life, body or health.
3. The restrictions of items 1 and 2 shall also apply in favour of the legal representatives and vicarious agents of the seller if claims are asserted directly against them.
4. The provisions of the German Product Liability Act (*Produkthaftungsgesetz, ProdHaftG*) shall remain unaffected.

XI. Limitation of Claims

1. If the Customer is a consumer, claims for defects become statute-barred within two years from the handover. This limitation period shall also apply to contractual and non-contractual claims for damages of the Customer which are based on a defect of the purchased item. The limitation period shall not apply if the goods lack guaranteed characteristics, if defects are fraudulently concealed or to claims from guarantees conforming to the respective guarantee provisions. The statutory limitation periods shall apply to claims of the Customer for damages resulting from injury to life, body or health or claims for damages resulting from an intentional or grossly negligent violation of an obligation of Schulze, its legal representatives or vicarious agents.
2. If the Customer is a business customer, claims for defects become statute-barred within one year from the handover of the purchased item. This limitation period shall also apply to contractual and non-contractual claims for damages of the Customer which are based on a defect of the purchased item. Secs. 478, 479 BGB shall remain unaffected.
3. Any and all claims for damages and reimbursement of expenses vis-à-vis us shall become statute-barred within one year from the delivery of the goods. This shall not apply to claims of the Customer for damages resulting from injury to life, body or health or resulting from a violation of a material contractual obligation (obligation which must be fulfilled to enable a due performance of the contract and on whose fulfilment



the contractual partner generally relies and may rely) as well as to claims for other damage resulting from the intentional or grossly negligent violation of an obligation of Schulze, its legal representatives or vicarious agents.

4. The provisions of the German Product Liability Act shall remain unaffected.

XII. Choice of Law, Place of Jurisdiction, Dispute Settlement

1. Any contracts entered into between Schulze and the Customer shall be governed by the laws of the Federal Republic of Germany, without giving effect to the international uniform law, in particular the UN Convention on the International Sale of Goods (CISG).
2. If the Customer is a merchant, a legal person under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from the contract shall be the place of business of Schulze. We shall nevertheless have the right to file an action at the general place of jurisdiction of the Customer. The same shall apply if the Customer does not have a general place of jurisdiction in Germany or the residence or the habitual place of abode is not known at the time the action is brought.
3. Information about participation in alternative dispute settlements: We do not participate in alternative dispute settlements.

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