

# General Terms and conditions of PerAnimal GmbH

## Preamble

The present General Terms and Conditions (GTC) regulate the legal framework for the relationship between PerAnimal GmbH and its customers

### 1. Scope

The Terms and Conditions apply for all purchases of goods (hereinafter: „Objects of Purchase“) by business entities (hereinafter: „Purchasers“) which are offered for sale by PerAnimal GmbH in the website [www.peranimal.swiss](http://www.peranimal.swiss) (hereinafter: „Vendor“). A business entity, as per Sec. 14 BGB, is any natural or legal person or private company with legal capacity, which is acting, when concluding legal transactions, in the scope of carrying on its commercial or self-employed activities. The issuer of these Terms and Conditions is PerAnimal GmbH, business address: Wiesterrasse 4a, 6037 Root, Switzerland; Telephone: +41 79 1522105, Email: [sales@peranimal.com](mailto:sales@peranimal.com). As far as business entities are concerned, these Terms and Conditions also apply to future business relationships, without this needing to be explicitly reiterated.

If Purchaser is a business entity under Sec. 14 BGB, we do not accept any terms and conditions used by Purchaser which contradict or add to these Terms and Conditions. Such terms and conditions of Purchaser will only form part of the contractual agreement if this has been expressly agreed to in writing. This applies in particular to any counter-confirmation from Purchaser making reference to its terms or purchasing conditions. The latest version of these Terms and Conditions at the time of placing the order will apply. Deviations from these Terms and Conditions will only be effective if they have been confirmed in writing by Vendor. These Terms and Conditions shall be deemed to have been accepted at the latest on receipt of the goods. The language of the agreement is exclusively English.

### 2. Conclusion of Agreement

To use the webshop it is necessary first to register online at [www.peranimal.swiss](http://www.peranimal.swiss) and agree to these T&C. After successful completion of the registration process, the purchaser will be authorized to use the system by the supplier. The web portal [www.peranimal.swiss](http://www.peranimal.swiss) offers the Purchaser the possibility to learn about the existing range of products offered for sale by Vendor. The individual product page contains the complete description, namely the essential characteristics and the gross price of the respective object of purchase. In this respect, Vendor's offer is always subject to change without notice and therefore non-binding. Prior sale, errors and omissions excluded. Legally, the offer to conclude the contract of sale is made by purchaser in the form of an order. Purchaser shall use the online shopping basket system to submit the offer („Order“). In this process, the goods intended for purchase are placed in the virtual shopping basket by clicking the „Add to shopping basket“ button. At any time prior to completion of the Order, the Object of Purchase can be removed from the virtual shopping basket by clicking on the „Display shopping basket“ button in the navigation menu and then clicking on the corresponding rubbish bin symbol. The Object of Purchase can also be added to by clicking on the „Continue shopping“ button. Non-registered customers have no access to prices, orders or any marketing material. Purchaser then arrives at the „Delivery method“ page, on which they can select the delivery method. Following that, Purchaser is taken to „Payment method“ page on which they can make payment by way of bank transfer, credit card. The page „Check and confirm order“ then opens, displaying a summary of the Order and specifying the price of the Object of Purchase, the packaging and shipping costs charged to Purchaser as well as the total amount payable by Purchaser. In addition, Purchaser has the opportunity to correct any errors using the button „Back to the shopping basket“ or amend supplied information and/or add missing information or to cancel the purchase at any time by leaving the website. By pressing the „Buy now“ button, Purchaser makes a binding offer to Vendor to conclude the contract of sale in respect of the chosen Object of Purchase. Immediately after sending the offer, Purchaser will receive a confirmation of receipt via email („confirmation of receipt of your order“). This confirmation of receipt does not represent an acceptance of the offer by Vendor. Vendor's declaration of acceptance is made by either sending the Object of Purchase or arranging for it to be sent to Purchaser within 14 working days of the offer. Should Purchaser not receive a shipping confirmation within this period („Shipment has been handed over“ to the shipping company), Purchaser will no longer be bound by their offer. In the event that payments have already been made, these will be fully reimbursed without delay to Purchaser.

The processing of the order as well as the transmission of all information necessary for the conclusion of the contract will be by email. Purchaser has to ensure that the email address they have provided is accurate, the receipt of emails is technically ensured and in particular that it is not blocked by a spam filter. The contract text will not be stored by Vendor after the purchase in a manner such that it can be accessed by Purchaser. The order data and the information for consumers required by law will be sent to Purchaser by email, the Terms and Conditions can be downloaded from the web shop, thus enabling Purchaser to retrieve or store it in reproducible form.

### 3. Prices and shipping costs

The prices are in Euro, with the exception of Switzerland where the prices are in CHF, net prices without VAT per piece.

The flat rate for delivery within Europe varies according to the country and is indicated during the ordering process. From an order value of 60 EUR, delivery within Europe is free of postage and shipping costs. If the Object of Purchase is to be delivered to a country outside of the European Union or its customs territory, Purchaser shall bear any customs duties or similar levies due.

### 4. Reservation of title

Until such time as payment has been received in full, the goods remain the property of Vendor.

### 5. Due dates and payment, default

Purchaser can pay the purchase price using the following methods:

- 14 days on account
- credit card – discount 3%

Vendor reserves the right to exclude certain methods of payment in individual cases, in particular first-time orders. Vendor reserves the right to conduct a credit check and in the event of a negative credit report to block the payment type or the service for purchaser. If Purchaser is in default of payment, Vendor shall be entitled to charge annual default interest in the amount of 9% for business entities above base rate (p.a.) as published by the European Central Bank. Should Vendor incur demonstrably higher damage or loss as a result of the default, Vendor shall be entitled to assert a claim for additional payment in respect thereof.

### 6. Delivery

The delivery period will be up to 5 working days after Object of Purchase has left the warehouse. The relevant date for this provision shall be that stated in the shipping confirmation, which Purchaser receives by email.

### 7. Offsetting, Retention

Purchaser only has a right to offset counter claims to the extent that these have been determined as final by a competent court or have been accepted by Vendor. Purchaser is only entitled to exercise any right of retention to the extent that their counterclaim is based on the same contractual relationship.

### 8. Warranty

If Purchaser is a business entity as per Sec. 14 BGB, they are required on receipt to verify and acknowledge the type and quantity of goods received (in respect of incorrect delivery, incomplete delivery, excess delivery and delivery of defective goods). Any incorrect delivery, errors in quantity and recognizable defects must be reported to Vendor in writing or by telephone immediately upon arrival of the goods. Failure to notify Vendor in a timely manner will preclude any claims based on the delivery of a defective Object of Purchase.

A) Business entities

If Purchaser is a business entity (Sec. 14 BGB), the warranty period for the purchase of new Objects of Purchase shall be one year from the passing of risk in respect of the Object of Purchase. The assignment of warranty claims for defects is excluded. To the extent that a manufacturer's guarantee is provided for individual Objects of Purchase, this guarantee does not limit the liability for defects.

### 9. Liability

Vendor is liable without limitation for damage or loss arising from injury to life, limb or health as well as guarantee promises. The same applies for fraudulent concealment of a defect as well as for any contractual warranty of a feature or characteristic. In the event of a breach of obligations, the fulfillment of which is essential to the due and proper performance of the contract (so-called „principal obligations“) and the observance of which Purchaser is generally entitled to rely on, the liability will be limited, in cases of simple negligence, to the reimbursement of those damages which are typically foreseeable for Vendor at the time of entering into the contract. Otherwise, the liability of Vendor for simple negligence is excluded. The above limitations of liability also apply to breaches of obligations by persons for whose actions Vendor bears responsibility under statutory provisions. The provisions of the German Product Liability Act [Produkthaftungsgesetz, ProdHaftG] remain unaffected.

### 10. Passing of risk

If Purchaser is a business entity (Sec. 14 BGB), the risk of accidental loss or accidental deterioration of the Object of Purchase shall pass to Purchaser when the goods are handed over to the shipper, haulage contractor or other person or entity instructed to carry out the respective shipment.

### 11. Data Protection

Vendor uses Purchaser's data exclusively for the purpose of processing the order. All customer data will be stored and processed by Vendor in compliance with the relevant provisions of the German Federal Data Protection Act [Bundesdatenschutzgesetz, BDSG] and the German Teleservices Data Protection Act [Telemediendatenschutzgesetz, TDDSG]. Purchaser is entitled to request access to, correction of and deletion of the data stored about them, at any time and at no cost. The personal data including the business or home and delivery address as well as the email address will not be disclosed to third parties without the express, and at any time revocable, consent of Purchaser. Excluded herefrom are service partners of Vendor which require details to be disclosed for the purposes of processing orders (e.g. the shipping company appointed to perform the delivery and the financial institution appointed to process payments). In such cases, however, the extent of the data provided will be limited only to the minimum required.

### 12. Disclaimer for third party links

Despite careful checking of the respective content, Vendor accepts no liability for the content of external links. The operators of the linked sites are solely responsible for their content.

### 13. Other provisions

If one of the above provisions should be or become invalid, the validity of the remaining provisions will remain unaffected thereby. A replacement provision which comes closest to the intended purpose of the invalid provision shall apply in lieu of the invalid provision.

