

User agreement (AGB)

GENERAL TERMS AND CONDITIONS OF TRADE (AGB)

Petershop GmbH

§ 1 General Information, Sphere of Action

These conditions of agreement conclusion (hereinafter referred to as AGB) settle juridical relation between **Petershop GmbH** (hereinafter referred to as the **PETERSHOP**) and private and juridical persons (hereinafter referred to as the Customer), who use interactive assortment from **PETERSHOP**. AGB concern the www.petershop.com internet-page use, and all other pages, which belong to this internet-address, also.

§ 2 Agreement Conclusion

- (1) The offer from **PETERSHOP** in Internet represents an independent invitation for customers to do a purchase.
- (2) Having ordered wished item in Internet, the Customer makes an obligatory offer for the conclusion of a purchase agreement.
- (3) **PETERSHOP** is authorized to accept this offer within 2 days by means of an order receipt confirmation. Order receipt confirmation is transferred by e-mail. In case when the confirmation is not sent after the given term expiry, then the offer is considered to be turned down.

§ 3 Payment, Payment Term, Payment Delay

- (1) Goods payment is effected through advance payment, cash on delivery, credit card, by means of conveyance of the right for money taking from the account (Einzugsermächtigung) and payment according to the account. The payment by means of conveyance of the right for money taking from the account (Einzugsermächtigung) is possible only within the territory of Germany. In isolated instances we reserve the right to accept certain kinds of payment or exclude them.
- (2) When paying by advance payment the Customer engages himself to pay for a purchase urgently after the purchase agreement conclusion. If the payment is effected by cash on delivery, the Customer engages himself to pay for the purchase on goods delivery. When paying according to the account the Customer engages himself to pay for the purchase within 14 calendar days from the date of goods receipt. When paying by means of conveyance of the right for money taking from the account (Einzugsermächtigung) and credit card, money taking from the account is effected

within one week after the agreement conclusion.

(3) In case of payment delay the Customer incurs the liability, even if when paying he has committed carelessness. The Customer is responsible for the payment delay and for contingency, only if damage may arise also when paying is effected timely.

(4) In case of non-timely goods payment, the fine is amerced on the purchase value. The percentage rate for the non-timely goods payment is 5 percent points additionally to the corresponding registration percent of German Federal Bank. At juridical agreements, in which a private person does not participate, the percent rate is 8 percent points additionally to the corresponding registration percent of German Federal Bank.

(5) The presentation of subsequent damage due to the delay is not excluded.

§ 4 Goods Delivery

(1) Goods delivery is effected to the address, specified by the Customer.

(2) Expenses cost are at the Customer`s charge and they correspond to the current price list of carriage cost. In case of abroad goods delivery, if nothing else is specified, package and delivery costs depend on the parcel (goods) weight. At the Customer`s request the goods may be delivered by a special mode, then all the costs are at the expense of the Customer.

(3) In case of goods purchase for industrial or labour activity, the responsibility for the accidental careless goods handling or their accidental spoilage passes to the Customer, as soon as **PETERSHOP** has delivered the Goods to the Forwarder company, Freightier or to the person, performing the goods delivery.

§ 5 Property Law Reservation

The purchase item is **PETERSHOP** property up to the moment of its full payment by the Customer. Before the property right conveyance the mortgage, conveyance of the reservation in property, treatment or transformation are not permitted without flat consent of **PETERSHOP**.

§ 6 Prices

(1) The specified purchase item price is implied as the definitive price, including, perhaps, due value added tax and further price composite parts. The specified price does not cover the costs for goods delivery, carriage to the Customer.

(2) When actualizing www.petershop.com internet-pages all previously specified prices and other indications to the goods are considered to be invalid.

(3) Price, considerable for invoice issuing, is the price at the moment of order registration by the Customer.

§ 7 Guaranties

(1) **PETERSHOP** is responsible for the faultless condition of his goods at the moment of its delivery to the Customer.

(2) If the purchase item has deficiencies, the Customer has the right to choose between the deficiency elimination and the delivery of goods without deficiencies. If the deficiency elimination or the delivery of goods without deficiencies (postperformance) is not possible, the Customer has the right for proportionate reduction of goods price or to cancel the purchase agreement. **PETERSHOP** reserves the right to decline the postperformance mode, chosen by the Customer, if this mode is impossible or it is possible with proportionate costs only. In this case the Customer`s request is restricted to the other postperformance mode; the refuse right, with the prerequisites, specified in sentence 3, remains inviolable.

(3) If the agreement is concluded between juridical persons, the Customer is to check the purchase item urgently after the delivery, as it is accepted between juridical persons. If a deficiency is discovered, the Customer is to inform **PETERSHOP** urgently. If the Customer does not report of the deficiency, the purchase item is considered to be suitable, only if the matter concerns the concealed goods deficiency, which has not been discovered during examination. If the concealed goods defect is discovered later, then the report should be made urgently after the detection; otherwise the purchase item is considered to be suitable also, even taking into account this deficiency. These provisions are invalid, if the deficiency has been held back. Timely dispatch of deficiency report is sufficient for the Customer rights reservation.

(4) If **PETERSHOP** supplies the goods without deficiencies with the purpose of postperformance, **PETERSHOP** has the right to demand faulty goods return from the Customer.

(5) The Customer claims due to deficiencies are lost by limitation in 2 years.

(6) Damages, defects, arose in connection with the improper use or storage of received goods, are not the reason for claims presentation to **PETERSHOP**. Actions, contradictory to the exploitation of the given goods, are determined by the data, given by the goods Manufacturer.

§ 8 Responsibility Limitation

(1) **PETERSHOP** is responsible for other, not connected with life, body and health injuries, emergent damages, only if these damages are based on intentional or gross careless action or on the guilty violation of a considerable contractual obligation from the part of **PETERSHOP** or its execution assistant. The considerable contractual obligation is the obligation, which fulfilment makes it possible to execute the agreement regularly, in general; and for the observance of which the Customer may hope. The responsibility for the damages, over specified, is excluded. The claims from the given to **PETERSHOP** guaranty concerning the purchased item quality and according to the Law of Responsibility for the manufactured production quality, remain inviolable.

(2) Because of the present state of the equipment it is impossible to provide faultless communication of the data through Internet and / or access to them in any time. That is why we are not responsible for the possibility to have our Internet-shop at one`s disposal at any time of day.

§ 9 Informational Property Protection

All, necessary for the commission fulfilment, personal data are kept in a form, read off by a machine and kept a secret. Data, necessary for the processing, such as names and addresses, are passed to companies, authorized to execute the purchase item delivery, in the frames of delivery execution.

§ 10 Jurisdiction

All disputes on this legal respect are subject to the right of Federal Republic of Germany. Force of the purchase right of United Nations Organization is excluded. If the contracting Parties are juridical persons, then the disputes are treated by the court at the location of **PETERSHOP** company, if the exclusive jurisdiction is not grounded for a dispute. The same jurisdiction is valid, if the Customer does not have general jurisdiction inside the country.

§ 11 Protective Stipulation

If one of the provisions of these AGB is or becomes invalid or impracticable, the rest of provisions AGB remains inviolable, with the exception of the cases, when due to the separate provisions cancellations one of the Parties is so inadmissibly infringed, that one cannot demand the agreement keeping from her.

AGB 2.4.E

Belehrung über das Widerrufsrecht für Verbraucher

Widerrufsbelehrung

Widerrufsrecht

Sie haben das Recht, binnen vierzehn Tagen ohne Angabe von Gründen diesen Vertrag zu widerrufen.

Die Widerrufsfrist beträgt 30 Tage ab dem Tag, an dem Sie oder ein von Ihnen benannter Dritter, der nicht der Beförderer ist, die Waren in Besitz genommen haben bzw. hat.

Um Ihr Widerrufsrecht auszuüben, müssen Sie uns (Petersshop GmbH, An den Burwiesen 6 b, D - 49525 Lengerich, Deutschland, Tel.: 05481 847429, Fax: 03212

1054013, E-Mail: info (at) petershop.com) mittels einer eindeutigen Erklärung (z.B. ein mit der Post versandter Brief, Telefax oder E-Mail) über Ihren Entschluss, diesen Vertrag zu widerrufen, informieren. Sie können dafür das beigefügte Muster-Widerrufsformular verwenden, das jedoch nicht vorgeschrieben ist.

Zur Wahrung der Widerrufsfrist reicht es aus, dass Sie die Mitteilung über die Ausübung des Widerrufsrechts vor Ablauf der Widerrufsfrist absenden.

Folgen des Widerrufs

Wenn Sie diesen Vertrag widerrufen, haben wir Ihnen alle Zahlungen, die wir von Ihnen erhalten haben, einschließlich der Lieferkosten (mit Ausnahme der zusätzlichen Kosten, die sich daraus ergeben, dass Sie eine andere Art der Lieferung als die von uns angebotene, günstigste Standardlieferung gewählt haben), unverzüglich und spätestens binnen vierzehn Tagen ab dem Tag zurückzuzahlen, an dem die Mitteilung über Ihren Widerruf dieses Vertrags bei uns eingegangen ist. Für diese Rückzahlung verwenden wir dasselbe Zahlungsmittel, das Sie bei der ursprünglichen Transaktion eingesetzt haben, es sei denn, mit Ihnen wurde ausdrücklich etwas anderes vereinbart; in keinem Fall werden Ihnen wegen dieser Rückzahlung Entgelte berechnet. Wir können die Rückzahlung verweigern, bis wir die Waren wieder zurückerhalten haben oder bis Sie den Nachweis erbracht haben, dass Sie die Waren zurückgesandt haben, je nachdem, welches der frühere Zeitpunkt ist.

Sie haben die Waren unverzüglich und in jedem Fall spätestens binnen vierzehn Tagen ab dem Tag, an dem Sie uns über den Widerruf dieses Vertrags unterrichten, an uns zurückzusenden oder zu übergeben. Die Frist ist gewahrt, wenn Sie die Waren vor Ablauf der Frist von vierzehn Tagen absenden. Sie tragen die unmittelbaren Kosten der Rücksendung der Waren. Sie müssen für einen etwaigen Wertverlust der Waren nur aufkommen, wenn dieser Wertverlust auf einen zur Prüfung der Beschaffenheit, Eigenschaften und Funktionsweise der Waren nicht notwendigen Umgang mit ihnen zurückzuführen ist.

Muster-Widerrufsformular

(Wenn Sie den Vertrag widerrufen wollen, dann füllen Sie bitte dieses Formular aus und senden Sie es zurück.)

- An

Petershop GmbH,
An den Burwiesen 6 b,
D - 49525 Lengerich,
Deutschland

Fax: 03212 1054013

E-Mail: info (at) petershop.com

- Hiermit widerrufe(n) ich/wir (*) den von mir/uns (*) abgeschlossenen Vertrag über den Kauf der folgenden Waren (*)/ die Erbringung der folgenden Dienstleistung (*)

- Bestellt am (*)/erhalten am (*)
- Name des/der Verbraucher(s)
- Anschrift des/der Verbraucher(s)
- Unterschrift des/der Verbraucher(s) (nur bei Mitteilung auf Papier)
- Datum

(*) Unzutreffendes streichen.

Ende der Widerrufsbelehrung

AGB und Belehrung des Verbrauchers entsprechen deutschem Fernabsatzrecht