

Measurement guide for bridles, Doublebridles & Stallhalters

Sattlerei Hennig Betriebs GmbH Co. KG

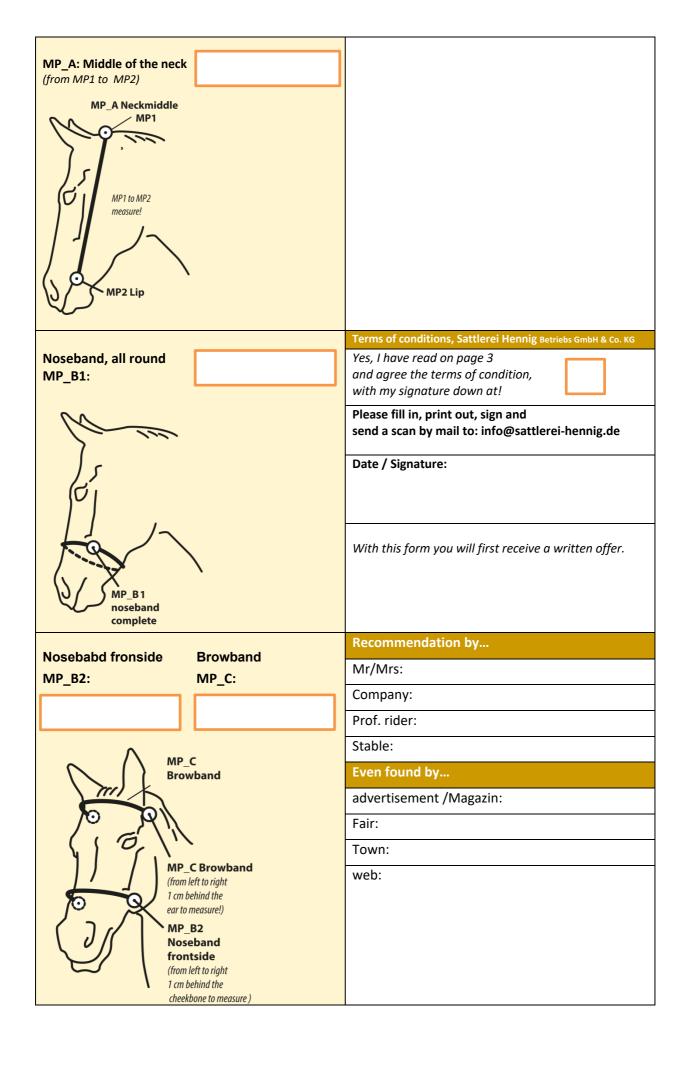
Dorfstraße 16

D-14662 Mühlenberge / OT Haage

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e-mail: mailto:info@sattlerei-hennig.de

Client (invoice adress)	Order for a
First name:	Snaffle/Bridle:
Familiy name:	Double bridle / Curb:
Street:	Stallhalter:
Postcode/zip:	Design:
Phone/mobil:	Normal: ☐ Rounded: ☐ flat round drawn: ☐
E-mail:	FMS Free-Motion-System:
Stable adress / delivery adress	FMS: yes □ no □
First name:	Main Color
Familiy name:	black: □ brown: □
Street:	other color:
Postcode/zip:	underlaid color:
Phone/mobil:	Keder color :
E-Mail:	Metal fittings (color): chrome □ golden □
Reins (version)	
	IET (with foam inside - professional reins, very handy)
Designs: ☐ with leather stopper ☐ rubberized (und	
Browband	
Additionally □ in exchange □ st	raight: 🗆 curved: 🗆
Leather: □ Crystal: □ Patent leather: □	with piping: □ / color:
Crystal color(s):	Patent leather color:
Please take the measurements on your horse as descri	bed in the following pictures!
Check out our Videotutorial on our YoutTube channel:	Maßsattlerei Hennig
Description measurements	
All leather straps on the side are approx 1 cm behind the cheekbone and the cheekbone-bar. The Noseband runs 1 cm below the end of the cheekbone-bar. Please pay careful attention to the measuring points! (MP = measure point) MP_A Neckmiddle MP1 MP_C Brow band cheek- bone MP_B1 (noseband, complete) MP_B2 (noseband just frontside)	Other requests:



GTC General Terms and Conditions of Bussiness Maßsattlerei Hennig Betriebs GmbH Co. KG ...

Current statur: 12.02.2019

§ 1 Scope of application

(1) The following General Terms and Conditions of Business, Delivery and Payment of Sattlerei Hennig - hereinafter referred to as the Contractor - shall apply to all present and future business relations, offers and contracts with its customers - hereinafter also referred to as the Client. Any deviations or verbal ancillary agreements must be made in writing. Individual agreements remain unaffected by this, provided that they have been fixed in writing for both parties.

(2) A consumer within the meaning of the following terms and conditions is any natural person who concludes a legal transaction for a purpose that cannot be attributed to either his commercial or his independent professional activity.

(3) An entrepreneur within the meaning of the following terms and conditions is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his commercial or self-employed professional activity.

(4) Customers are hereinafter both consumers and entrepreneurs.

δ 2 Prices

In addition to the contractually owed remuneration, insurance, packaging and shipping costs shall be charged separately.

§ 3 Offers, placing of orders for visits, conclusion of contracts (1) The information and offers contained in the price lists,

 The information and offers contained in the price lists, advertisements, Internet pages or other publications of the contractor are non-binding and subject to change.
 When the client places an order for a visit for the purpose

(2) When the client places an order for a visit for the purpose of surveying, the client is scheduled for the next possible visit. A fee of 200.00 € (two hundred euros) is to be paid in advance by the client for the visit, measurement and consultation. Only in the event of conclusion of the contract and execution/performance by the contractor will this amount be credited in full against the final remuneration to be paid. Otherwise, reimbursement is excluded.

(3) As a rule, the conclusion of the contract is preceded by a quotation by the contractor after a visit has taken place. The contract is concluded by the contractor's written confirmation of the order placement by the client - which may also be amended in accordance with the offer.

§ 4 Right of withdrawal for consumers in the case of a special form of distribution

(1) If the contract is concluded between the contractor and the principal using exclusively means of distance communication and if a special form of distribution within the meaning of § 312 of the German Civil Code (BGB) exists in this respect, the principal may, if he is a consumer, revoke his contractual declaration in text form (e.g. letter, fax, e-mail) or by returning the item within two weeks without stating reasons. The period begins at the earliest with receipt of this instruction. The timely dispatch of the revocation or the item is sufficient to comply with the revocation period. The revocation is to be sent to:

Sattlerei Hennig Betriebs GmbH & Co. KG Dorfstraße 16, 14662 Mühlenberge, OTHaage

Fax no.: +49- (0) 33238/529 000 E-mail address: info@sattlerei-hennig.de

(2) Consequences of revocation: In the event of an effective revocation, the services received by both parties shall be returned. If the customer (consumer) is unable to return the received performance in whole or in part or only in a deteriorated condition, the customer (consumer) must pay compensation for the loss in value. This does not apply to the surrender of goods if the deterioration of the goods is exclusively due to their inspection - as would have been possible for the customer (consumer) in a shop, for example. The customer (consumer) can generally avoid the obligation to pay compensation by not using the goods as if they were his property and by refraining from doing anything that could impair their value. Items that can be sent by parcel post are to be returned. The customer (consumer) shall bear the costs of the return shipment. The customer (consumer) must fulfil obligations for the reimbursement of payments within 30 days after sending the declaration of revocation.

(3) The right of revocation does not apply to contracts concerning the delivery of goods which have been manufactured according to customer specifications or which are clearly tailored to personal requirements or which, due to their nature, are not suitable for return.

are not suitable for return due to their nature.

(4) Custom-made products, special colours and sizes are excluded from return and exchange!

§ 5 Advance payment

(1) In the case of a saddle order which is to be carried out within Germany, an advance payment of 50% of the agreed amount of remuneration is to be made by the principal in advance.

(2) In the case of a saddle order which is to be carried out outside Germany, the full remuneration is to be paid by the client in advance.

(3) In the case of other orders, too, a deposit is to be paid in advance, the amount of which will be communicated separately to the principal.

(4) The contract is subject to the condition precedent of

receipt of payment. § 6 Delivery periods/handover

(1) Delivery periods are given to the best of our judgement, but are not binding.

(2) Force majeure, unforeseeable serious operational

disruptions shall extend the delivery period by the duration of the delay. The customer shall be informed immediately of the occurrence of such a delay. If the delay based on this lasts for an unreasonably long time, either party to the contract may withdraw from the contract.

The readiness for delivery / handover by the contractor shall be notified to the principal. If the delivery/handover cannot take place on the agreed date due to circumstances for which the Client is responsible, the Client shall be in default
 of acceptance.

(4) Storage costs shall be borne by the principal § 7 Withdrawal from the contract

If the customer withdraws from the contract for reasons for which the contractor is not responsible, the contractor may demand reasonable compensation for his expenses already incurred in the execution of the order and for the arrangements made. The Client shall be at liberty to prove that no costs or significantly lower costs have been incurred in connection with the withdrawal than the lump-sum costs stated by the Contractor below.

In the event of withdrawal up to 1 month after the order has been placed, 10 % of the In the event of withdrawal up to 2 months after placing the order, 20% shall be charged In the event of withdrawal up to 3 months

after placing the order 30 In case of withdrawal up to 4 months after placing the order 60

For withdrawal from the 5th month

month after placing the order, 80 % of the of the agreed remuneration shall be due for payment

of the agreed remuneration shall be due for paymen § 8 First re-upholstering/re-upholstery work

(1) The first re-padding within 6 months after delivery of the saddle for the measured horse is free of charge. Any further padding/adjustment work required thereafter shall be subject to payment.

(2) Necessary padding/adjustment work - cf. also § 9 - does not constitute rectification within the meaning of the statutory warranty.

§ 9 Instructions to be observed in particular for use of a newly ordered saddle

When purchasing a custom-made saddle, the following instructions for use must be observed: Through the newly fitted saddle and through regular training of the horse, the the horse's back muscles and fatty tissue may change. The horse may also gain or lose weight due to season, illness or feeding. This has a direct effect on the fit of the saddle. For the use and maintenance of the saddle, it should therefore be noted that a regular inspection of the saddle and any necessary adjustment - especially when changes occur in the horse - is necessary and advisable. With regard to the obligation to pay compensation, § 8 must be observed. The purchased saddle should only be used for the horse for which the saddle was fitted. Any change to another horse will result in a change of the saddle panel. Not only the rider's seat but also different saddle pads used will affect the position of the saddle after use. It is also recommended that the saddle is only maintained with the recommended care products. A guarantee for the accuracy of fit of a new saddle as well as the correct sitting position of the rider is therefore only given by the contractor in relation to the time of handover. If, for the above-mentioned reasons, re-upholstery, adjustment or modification work should ecome necessary after handover, this shall not be deemed to be rectification within the meaning of the warranty

(1) Consumers must notify the contractor in writing of obvious defects, i.e. defects that are so obvious that they are noticeable even without special attention, within 2 weeks of receipt. Otherwise the assertion of the warranty claim is excluded.(2) Entrepreneurs must inspect the delivered goods immediately, i.e. without culpable hesitation, after delivery by the contractor for deviations in quality and quantity and, if a recognisable defect becomes apparent, notify the contractor immediately. The deadline is 1 week from receipt of the goods. Otherwise the assertion of the of the warranty claim is excluded.

(3) Hidden defects must be reported to the contractor in writing within a period of 1 week from discovery. Timely dispatch shall be sufficient to meet the deadline. The client shall bear the full burden of proof for all

the defect itself, for the time of discovery and for the timeliness of the notification of the defect.

(4) The contractor shall not assume any warranty for normal wear and tear of the goods as well as defects caused by improper handling, cf. also § 9.

§ 11 Limitations of liability

(1) If the contractor has to pay for damage caused by slight negligence on the basis of the statutory provisions in accordance with these terms and conditions, liability shall be limited. Liability shall only exist in the event of a breach of material contractual obligations and shall be limited to the direct average damage foreseeable at the time of conclusion of the contract and typical for the contract. (2) The Contractor and its vicarious agents shall not be liable for slightly negligent breaches of obligations that are not

essential to the contract, the breach of which does not jeopardise the performance of the contract. (3) These limitations do not apply to claims of the customer arising from product liability or warranty.(4) The limitations of liability are excluded in the event of bodily injury or damage to health attributable to the contractor or in the event of loss of life of the customer.

§ 12 Limitation of warranty claims

(1) For newly manufactured items purchased from the contractor, a warranty of 1 year applies; for legal transactions involving a consumer, the warranty is 2 years.

(2) A warranty of 1 year generally applies to the purchase of used goods.

(3) The period begins with the handover of the goods.

(4) Excluded from this are parts subject to wear and tear as well as defects caused by improper use or lack of care.

§ 13 Retention of title

The goods remain the property of the contractor until the agreed payment has been received in full. In the event of default in payment on the part of the customer and also in the event of any other conduct in breach of the contract, the contractor shall be entitled.

to demand the return of the delivered goods. The customer is obliged to surrender the goods.

§ 14 Hired saddles, hire

(1) Rental saddles shall only be made available on request in the event of a binding order for a new saddle and to bridge the delivery period (except in the case of orders for leasing saddles).

(2) The rental relationship begins with the handover of the rental saddle and ends with the completion of the ordered saddle without the need for termination. The date of completion shall be notified to the customer, here : renter. Upon receipt of the notification of completion by the client, the contractor, here: lessor, shall be entitled to reclaim the rented saddle. The saddle shall be transported by the hirer to the lessor's business premises at the hirer's expense. In this respect, the lessor shall not be obliged to collect the saddle.

(3) From the time of taking over the rented saddle until its return, the renter shall be liable to the lessor for loss, damage and reduction in value, even if he is not at fault. In this case, however, he is entitled to terminate the contract prematurely. In the event of loss, the Hirer shall reimburse the replacement value of the rented saddle. He shall be entitled to prove that the damage was less than the replacement value.

(4) The rent amounts to € 380 until the end of the rental period and is due and payable upon receipt of the rented saddle.

(5) If the renter continues to use the rented saddle after the expiry of the rental period, a tacit extension of the rental relationship shall not occur in derogation of § 545 BGB.

(6) If the renter does not return the rented saddle despite being requested to do so by the lessor, the compensation for use to be paid in accordance with § 546 a, paragraph 1 of the German Civil Code (BGB) shall amount to € 60 for each month or part thereof, due and payable in advance by the 3rd working day of each month.

(7) If, during the rental period, upholstery, repair or adjustment work is to be carried out on the rented saddle by the lessor at the request of the renter, a separate fee will be charged for this, which is not included in the rent.

(8) The right of ordinary termination or termination without notice in accordance with the statutory provisions remains unaffected.

§ 15 Applicable law, place of jurisdiction

(1) The contracts concluded with the contractor are subject to the applicability of German law. This shall also apply if the order is placed from and/or the delivery is made to a foreign country. The UN Convention on Contracts for the International Sale of Goods (CISG) of 11.4.1980 shall not apply.

(2) The place of jurisdiction for claims arising from the business relationship with merchants is the place at the Contractor's place of business. This place of jurisdiction shall also be deemed to be agreed if the client does not have a general place of jurisdiction in Germany, moves his domicile or place of residence out of Germany or his domicile or usual place of residence is not known at the time of the legal assertion.

§ 16 Data protection DSGVO

We handle your personal data with care. Information on this and the contact to our current data protection officer can be found on our homepage: www.sattlereihennig.de/datenschutzerklärung, You can also request the data protection declaration by telephone (033238 529000), in writing (Sattlerei Hennig BetriebsGmbH & Co.KG, Dorfstraße 16, 14662 Mühlenberge/ OTHaage) or by e-mail. § 17 Severability clause

Should individual provisions of the contract with the customer, including these General Terms and Conditions, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The wholly or partially invalid provision shall be replaced by a provision whose economic success comes as close as possible to that of the invalid provision.