

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

current status: 24.11.2022

§ 1 Scope of application

- (1) The following General Terms and Conditions of Business, Delivery and Payment of Saddlery 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.

§ 2 Prices/ Cancellations

- (1) In addition to the contractually owed payment, insurance, packaging and shipping costs shall be charged separately.
- (2) Cancellations at short notice will be charged as follows:
 - 48h before 100 EUR - 24h before 200 EURThe amount charged cannot be used for future appointments.

§ 3 Offers, placing of orders for visits, conclusion of contracts

- (1) 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.
- (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 300.00 € (three 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 cancellation 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:
Saddlery 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 deliveries of goods that are made to customer specifications or clearly tailored to personal needs or that are not suitable for return due to their nature.
- (4) Custom-made products, special colours and shapes are not returnable or exchangeable!

§ 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.
- (3) 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 Cancellation of 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 agreed remuneration shall be due for payment;
- in the event of withdrawal up to 2 months after placing the order, 20%
 - 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 %
 - in case of withdrawal from the 5th month after placing the order, 80 %

§ 8 First padding/restoration work

- (1) The first padding within 6 months of 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 represent rectification within the meaning of the legal 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: Due to the newly fitted saddle and regular training of the horse, the back musculature and fat tissue of the horse may change. The horse may also gain or lose weight due to season, illness or feeding could bring about change. 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 a possible readjustment - especially when changes appear in the horse - is necessary and advisable. With regard to the obligation to pay, § 8 is to be noted. 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 differently used saddle cloths have an influence on the position of the saddle after use. It is further recommended that the saddle is only cared for with the advised 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 assumed by the contractor with reference to the time of handover. If, for the above-mentioned reasons, re-padding, adjustment or modification work should become necessary after handover, this shall not be understood as rectification within the meaning of the warranty.

§ 10 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 right to assert a warranty claim shall be excluded.
- (2) 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 right to assert a warranty claim shall be 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 Ownership

The product remains the property of the contractor until the agreed payment has been received in full. In the case of default in payment on the part of the customer and also in the case of otherwise non-contractual behaviour, the contractor is authorised to demand the return of the delivered items. The customer is obligated to return the items.

§ 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 hired saddle and ends with the completion of the ordered saddle, without the need for termination. The date of completion shall be notified to the client, in this case: the renter. Upon receipt of the notification of completion by the client, the contractor, in this case: lessor, shall be authorised to reclaim the rented saddle. The saddle shall be transported by the renter to the lessor's business location at the renter's cost. In this respect, the lessor shall not be under any obligation 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 (in addition to the rental fee) 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 abroad. 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 business location. 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.sattlerei-hennig.de/datenschutzklärung. You can also request the data protection declaration by telephone (033238 529000), in writing (Saddlery Hennig Betriebs GmbH & 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.