General Terms and Conditions – Hennig Custom Saddlery GmbH & Co. KG As of: 29.10.2026

Registered office and billing address: Miraustraße 50-52, 13509 Berlin, Germany (no acceptance of goods)
Workshop, delivery and return address: Dorfstraße 16, 14662 Mühlenberge / OT Haage, Germany
Please send saddles, goods and returns exclusively to our workshop in Haage – never to the Berlin billing address.

§ 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 – apply to all current and future business relationships, offers and contracts with its customers – hereinafter also referred to as the Client. Any deviations or oral collateral agreements must be made in writing. Individual agreements remain unaffected provided they have been set out in writing by both parties.

(2) Consumer within the meaning of the following conditions is any natural person who concludes a legal transaction for a purpose that can be attributed neither to their commercial nor to their independent professional activity.

(3) Entrepreneur within the meaning of the following conditions is a natural or legal person or a partnership with legal capacity that acts in the exercise of their commercial or independent professional activity when concluding a legal transaction.

(4) Customers are hereinafter both consumers and entrepreneurs.

§ 2 Prices / Cancellations

(1) In addition to the contractually owed remuneration, insurance, packaging and shipping costs will be charged separately.

(2) Short-notice cancellations will be charged as follows: 48 h in advance: € 100 / 24 h in advance: € 200. The invoiced amount cannot be offset against future appointments. The Client is – expressly – granted the opportunity to prove a lower loss.

§ 3 Offers, Commissioning for a Visit, Conclusion of Contract

(1) The information and offers contained in price lists, advertisements, websites or other publications of the Contractor are non-binding and subject to change.

(2) By placing an order for a visit for the purpose of measurement, the Client will be 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 contract and performance/fulfilment 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 contract is preceded by the preparation of an offer by the Contractor after the visit has taken place. The contract is concluded by the written confirmation of the Contractor as well as by the order being placed – if applicable also amended in accordance with the offer – by the Client.

§ 4 Right of Withdrawal for Consumers in Special Forms of Distribution

(1) If the contract is concluded using exclusively means of distance communication and a special form of distribution within the meaning of § 312b ff. BGB (German Civil Code) exists, the Client, if they are a consumer, may withdraw from their contractual declaration within 14 days without giving reasons in text form (e.g. letter, fax, e-mail). The period begins upon receipt of this instruction, but not before fulfilment of the information obligations pursuant to § 312d para. 1 BGB. The withdrawal is to be addressed to: Sattlerei Hennig Betriebs GmbH & Co. KG, Dorfstraße 16, 14662 Mühlenberge, OT Haage, Fax: +49 (0) 33238 8056-2, E-Mail: info@sattlerei-hennig.de

(2) In the event of an effective withdrawal, the services received by both parties are to be returned. Goods that can be sent by parcel are to be returned exclusively to our workshop, Dorfstraße 16, 14662 Mühlenberge / OT Haage, Germany (not to the Berlin billing address); the cost of return shipment shall be borne by the consumer. Refunds must be made within 14 days of sending the notice of withdrawal.

(3) The right of withdrawal does not apply to contracts pursuant to § 312g para. 2 no. 1 BGB – in particular for deliveries of goods that are manufactured according to customer specifications or are clearly tailored to personal needs.

(4) Custom-made items, special colours and sizes are excluded from returns and exchanges.

§ 5 Advance Payment

(1) For a saddle order within Germany, an advance payment of 50% of the agreed remuneration amount is required.

(2) For a saddle order outside Germany, the full remuneration is to be paid in advance.

(3) For other orders, an advance payment is also required, the amount of which will be communicated separately to the Client.

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

§ 6 Delivery Deadlines / Handover

(1) Delivery deadlines are given to the best of our knowledge but are not binding.

(2) Force majeure and unforeseeable serious operational disruptions extend the delivery deadline by the duration of the delay. The Client will be informed without delay. In the event of unreasonably long delay, either party may withdraw from the contract.

(3) If handover cannot take place at the agreed time 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 Client.

§ 7 Withdrawal from Contract

If the Client withdraws from the contract for reasons for which the Contractor is not responsible, the Contractor may demand appropriate compensation. In the event of withdrawal up to 1 month after the order: 10% / up to 2 months: 20% / up to 3 months: 30% / up to 4 months: 60% / from the 5th month: 80% of the agreed remuneration amount. The Client reserves the right to prove a lower loss.

§ 8 First Re-stuffing / Re-stuffing Work

(1) The first re-stuffing within 6 months of handover of the saddle for the measured horse is free of charge. Further re-stuffing/adjustment work required thereafter is subject to remuneration.

(2) Required re-stuffing/adjustment work – cf. also § 9 – does not constitute rectification within the meaning of statutory warranty.

§ 9 Instructions for Use of a Newly Ordered Saddle

Through the newly fitted saddle and regular training, the back musculature and fatty tissue of the horse may change. The horse may also gain or lose weight due to seasonal, illness or feeding-related reasons, which directly affects the fit of the saddle. The saddle should only be used for the horse for which it was fitted. A guarantee for the fit is only assumed with regard to the time of handover.

§ 10 Warranty

(1) Consumers must report obvious defects in writing within 2 months of discovery.

(2) Entrepreneurs must inspect the goods immediately upon delivery and report recognisable defects in writing within 1 week of receipt. Otherwise, the warranty claim is excluded.

(3) Hidden defects must be reported to the Contractor in writing within 1 week of discovery.

(4) No warranty is assumed for ordinary wear and tear or defects caused by improper handling, cf. also § 9.

§ 11 Limitations of Liability

(1) In the event of damage caused by slight negligence, liability is limited to contractually essential obligations and the foreseeable typical average damage.

(2) In the event of slightly negligent breaches of obligations that are not essential to the contract, the Contractor and its agents shall not be liable.

(3) These limitations do not affect claims arising from product liability or guarantee.

(4) Limitations of liability in the event of physical or health damage or loss of life of the customer are excluded.

§ 12 Limitation of Warranty Claims

(1) For newly manufactured goods, the warranty period vis-à-vis consumers is 2 years, and vis-à-vis entrepreneurs 1 year.

(2) For used goods, the warranty period vis-à-vis consumers and entrepreneurs is 1 year.

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

(4) Wear parts and defects caused by improper use are excluded.

§ 13 Retention of Title

The goods remain the property of the Contractor until full receipt of the agreed remuneration. In the event of default in payment, the Contractor is entitled to demand return of the delivered goods. The customer is obligated to return the goods.

§ 14 Rental Saddles / Rental

(1) Rental saddles are only provided to bridge the delivery time when a new saddle has been bindingly ordered (excluding leased saddles).

(2) The rental agreement begins with handover of the rental saddle and ends upon completion of the ordered saddle without notice of termination. The saddle is to be returned by the renter at their own expense.

(3) From the time of acceptance until return, the renter is liable for loss, damage and diminution in value even without fault. In the event of loss, the renter must pay the replacement value.

(4) The rental fee is € 500 until the end of the rental period and is due upon receipt of the rental saddle.

(5) A tacit extension of the rental agreement deviating from § 545 BGB shall not take effect.

(6) In the event of non-return despite request, the usage compensation pursuant to § 546a para. 1 BGB amounts to € 70 for each commenced month.

(7) Re-stuffing, repair or adjustment work at the request of the renter will be charged separately.

(8) The right to ordinary or extraordinary termination in accordance with statutory provisions remains unaffected.

§ 15 Applicable Law, Jurisdiction

(1) The contracts are subject to German law. The UN Convention on Contracts for the International Sale of Goods (CISG) does not apply.

(2) The place of jurisdiction for merchants is the location of the registered office of the Contractor.

§ 16 Data Protection (GDPR)

We handle your personal data with care. For the fulfilment of orders – in particular for saddle fitting – we may use commissioned subcontractors to whom the necessary customer data is passed on for this purpose. The nature, scope and legal basis of this data transfer as well as the protective measures taken are governed by our privacy policy.

Information can be found on our website: www.sattlerei-hennig.de/datenschutzerklarung or by telephone at 033238 529000 or in writing to: Sattlerei Hennig Betriebs GmbH & Co. KG, Dorfstraße 16, 14662 Mühlenberge/OT Haage.

§ 17 Severability Clause

Should individual provisions of these GTC be wholly or partially invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a provision whose economic effect comes as close as possible to that of the invalid provision.

§ 18 Usage Compensation upon Reversal of Contract

(1) Principle. If a saddle is taken back – regardless of whether by mutual agreement, as a goodwill return, in the context of warranty or by court order – the Contractor is entitled to deduct usage compensation for actual use. This applies equally to consumers and entrepreneurs.

(2) Calculation. The usage compensation is calculated on a daily basis using a degressive daily rate that reflects the disproportionate loss in value in the first years of use. The decisive factor is the number of days between handover and receipt of return by the Contractor. The daily rates are based on an average saddle price of € 6,600.00; if the purchase price differs, they are adjusted proportionally (actual purchase price ÷ 6,600 × table rate):

Year of use	Deduction	Amount p.a.	Daily rate	Basis
1st year	25 %	€ 1,650.00	€ 4.50 / day	of purchase price
2nd year	20 %	€ 990.00	€ 2.70 / day	of residual value
3rd year	15 %	€ 594.00	€ 1.60 / day	of residual value

Example: Saddle price € 6,600 | Return after 14 months (365 days year 1 + 60 days year 2)
365 × € 4.50 = € 1,642.50 + 60 × € 2.70 = € 162.00 → Total usage compensation: € 1,804.50
Refund amount: € 6,600.00 – € 1,804.50 = € 4,795.50

(3) Right of proof. The Client may in any case prove that the actual loss in value is lower than the usage compensation resulting from the table. Proof must be provided by suitable documents – in particular expert opinions or current comparison offers for equivalent used saddles.

(4) Additional damages. If the saddle shows damage beyond normal wear and tear upon return that is attributable to improper handling, the Contractor is entitled to claim damages in addition to the usage compensation in the actual amount.