

# petWALK - GENERAL TERMS AND CONDITIONS (GTC)

## § 1 Scope

(1) For the legal relation between Petwalk Solutions GmbH & Co KG (hereinafter petWALK) and its customers founded on this order is subject to the following Terms and Conditions (hereinafter also T&Cs) apply in the current version. The terms and conditions also apply to all future business relationships, even if not expressly incorporated by reference. The applicable terms and conditions are available on the website of petWALK under <http://www.petwalk.at>.

(2) If the customer is a consumer within the meaning of the consumer protection laws at the location of the customer, the applicable, mandatory consumer protection provisions shall remain unaffected.

## § 2 General

(1) If any of the provisions of these Terms and Conditions are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms and Conditions.

(2) All advertising materials to relevant documents, such as illustrations, drawings, brochures, dimensions and weights and other performance specifications are to be understood as approximate values and do not constitute a warranty of properties.

(3) Content of the contract is solely the delivery of petWALK products. Installation-services are not provided by petWALK and explicitly excluded from liability.

## § 3 Conclusion of the contract

(1) By signing and submission of the order, the customer makes a binding offer directed at the conclusion of a sale of the goods covered. The customer is bound by this offer for 2 weeks.

(2) petWALK confirms receipt of the binding offer by sending an order confirmation. This order confirmation does not constitute acceptance of the offer by petWALK. It serves only to inform the customer that the order in petWALK has been received. A purchase contract is only concluded when petWALK sends the ordered product to the customer or confirm shipping with a second e-mail (shipping confirmation). If the order will be shipped in more than one package, it can happen that the customer receives its own shipping confirmation for each package. In that case each shipment confirmation concludes a separate purchase agreement for the products listed in the relevant Order Confirmation.

## § 4 REVOCATION ADVICE

The customer can cancel the contract within 14 days without giving reasons in any form (eg letter, fax, e-mail) or - if the goods are delivered before the deadline - by returning the goods revoked. The deadline shall commence following receipt of this notification in text form, but not before receipt of the goods by the customer (in case of recurring deliveries of similar goods not before receipt of the first partial delivery) and not before fulfilling the information requirements in accordance with the Consumer Protection Act and FAGG. Mutatis mutandis, Articles 1, para. 1 and 2 draft Law and the obligations according to § sentence apply for German customers 246 § 2 in connection with § 312g, 1 1 BGB in connection with article 246 § 3 BGB. The timely despatch of the revocation or the goods shall be deemed sufficient for compliance with the revocation term.

The revocation must be sent to:

Petwalk Solutions GmbH and Co KG  
Josef Huber Street 6/1  
2620 Ternitz, Austria  
E-mail: [office@petwalk.at](mailto:office@petwalk.at)  
Internet: [www.petwalk.at](http://www.petwalk.at)

The right of cancellation is excluded for goods made to the consumer's specifications or clearly tailored to personal needs.

### Consequences of cancellation:

In the event of a valid revocation, any mutually received services and payments, and any profit derived therefrom (such as interest), shall be returned. The delivery cost will be refunded except for the additional costs arising

from the fact that the customer has chosen a different delivery method than that cheapest delivery method offered by petWALK. If the customer cannot restore the received services (partly) or only in bad condition or without original packing, there is an obligation for value replacement to petWALK. This can lead to the fact that the client has to fulfill his contractual obligation for the period up to the revocation. In the event of termination / cancellation, the customer is liable for deterioration, destruction and loss of utilisation caused not only by his own due care but for every act of negligence and intentional fault. "Examination of properties and functioning" means the testing and trying out the goods, as it is possible and common in a shop.

Parcels have to be returned promptly and in any event not later than 14 days from the date on which the customer has petWALK informed of the cancellation. The direct cost of returning the goods shall be borne by the customer. Goods that cannot be posted will be picked up at the customer. Obligations to reimburse payments must be fulfilled within 14 days. This period begins for the customer on the day the declaration of cancellation or the goods are sent to petWALK with their reception. For this repayment petWALK uses the same method of payment, which has one-set in the original transaction, the customer, unless the customer has expressly agreed otherwise. petWALK may refuse reimbursement until petWALK has received the goods back or until the customer has provided proof that he has sent back the goods, whichever is the earlier.

END OF REVOCATION ADVICE

## § 5 Prices and Terms of Payment

All prices are in Euro including the respective statutory VAT. All prices do not include shipping costs. The purchase price and the shipment costs are due for payment immediately upon reception of the invoice. In case of partial deliveries partial invoices are always permitted. The payment shall be considered made when petWALK has unrestricted access to the funds.

## § 6 Place of Fulfilment, Responsibility for Risk

The place of fulfilment is the headquarters of the petWALK Solutions GmbH and Co KG, Josef Huber Road 6 Top 1, 2620 Ternitz. The risk of loss or damage to the goods shall be transferred to the customer, with the handover of the same to the freight forwarder, his authorised agents or other persons, who are named by the customer. If petWALK ships the goods by request of the customer to another place, the risk passes to the customer with placing the goods at disposal for shipment and notification of the readiness of shipment to the Customer, however, at the latest with the transfer of the delivery item to the person executing the shipment.

## § 7 Delays and Acceptance Delays

(1) The delivery times and dates are respected by petWALK if possible. They are, unless otherwise agreed, without obligation and always see themselves as the probable date of provision and delivery to the customer. A cancellation of the contract by the customer due to a delay in delivery is possible only after a at least 2-week grace period. The withdrawal must be made in writing.

(2) If a customer refuses to accept the goods, petWALK may either insist on the fulfilment of the contract or withdraw from the contract after setting a 2-week grace period and use the goods elsewhere.

## § 8 Retention of Ownership

(1) The delivered goods shall remain the property of petWALK until the customer has settled all outstanding demands. Before full payment, the customer shall not be entitled to resell or install the product.

(2) The customer is not entitled to pledge goods subject to retention of title or to pledge them as security. In the case of delay in payment of the customer or in the case of threatened insolvency or other essential deterioration of assets of the customer petWALK is entitled to shall be entitled to dismantle the reserved goods and/or otherwise require them to be returned. The customer is obliged to surrender.

(3) In case of a garnishment or another claim, the purchaser is obliged to refer to the petWALK's ownership right and to immediately inform petWALK about this. The

customer shall bear any costs incurred for such third-party attachment.

## § 9 Warranty

(1) petWALK warrants that the goods delivered exhibit the agreed condition, in particular that they are free from material defects and defects of title, and that the supplier's warranties regarding the condition of the goods are fulfilled. The warranty lasts 24 months from the moment of delivery according to the following regulations.

(2) If the operating and maintenance instructions petWALK not followed, changes in the products, parts replaced or consumable materials used which do not meet the original specifications, so each guarantee is void if the defect is due to this. This also applies if the defect results from unintended use, storage and handling of the devices/installations or third-party repair as well as the opening of devices. In this context, reference is made to the User Manual whose installation and assembly instructions must be followed.

(3) If the customer claims a defect he has to send the defective part or device and a detailed fault description, if possible also specifying the model and serial number, and a copy of the delivery note or invoice with which the goods have been delivered to petWALK.

(4) petWALK is free to fulfil its warranty obligation by improvement or replacement. No warranty claims shall exist for wearing parts and materials.

## § 10 Disclaimer

(1) Any claim for damages by customer shall be excluded, unless the damage is due to a deliberate or grossly negligent breach of agreement on by petWALK. In case of minor negligence, petWALK will be exclusively liable for personal injury. If the liability of petWALK is excluded or limited, this also applies to the personal liability of employees, representatives and agents of petWALK. In particular, no liability for defects and consequential damage due to incorrect installation or treatment of petWALK products, especially against the instructions in the User Manual, adopted.

(2) Assessment of installation requirements according to the petWALK User Manual is within the sole responsibility of the customer. petWALK accepts no liability for this.

(3) The provisions of the Product Liability Act (Liability Act) remain unaffected.

(4) All statements, information, downloadable data and files etc. on the petWALK Web site are made available without liability or guarantee for their correctness, completeness, accuracy, durability, assurance of features, reliability, workability, merchant-ability, quality, fitness for a particular purpose, achievement of results, non-infringement of proprietary rights, absence of any deficiencies or something similar. Next petWALK reserves the right to make changes and additions to the content without notice.

## § 11 Other Provisions

(1) The assignment or pledge of the customer to the petWALK claims or rights without the consent of petWALK excluded, unless the customer has a legitimate interest in the assignment or pledge.

(2) The customer shall only have a right of retention or right of set off regarding those counter-claims that are not disputed or have been recognised by declaratory judgment unless the counter-claim relates to a breach of material contractual obligations by petWALK.

## § 12 Applicable Law

Austrian law applies to the exclusion of the UN Sales Convention. It is agreed that the non-exclusive jurisdiction of the competent courts at the seat of factual petWALK. The customer can thus make claims in connection with these terms of use, arising out of consumer-protective standards, either at the registered office of petWALK and in the EU Member State of the customer submits.