

## **Terms and Conditions [www.dogtools.eu](http://www.dogtools.eu)**

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## Article 1 - Definitions

In these terms and conditions, the following definitions apply:

1. **Reflection period:** the period during which the consumer can exercise his right of withdrawal;
2. **Consumer:** the natural person who does not act for purposes related to his trade, business, craft, or profession and enters into a distance contract with the merchant;
3. **Day:** calendar day;
4. **Continuous contract:** a contract at a distance that relates to the regular supply of goods and/or services over a certain period;
5. **Durable medium:** any tool - including email - that allows the consumer or merchant to store information personally addressed to him in a way that allows future consultation or use for a period tailored to the purpose for which the information is intended, and that allows the unaltered reproduction of the stored information;
6. **Right of withdrawal:** the consumer's ability to withdraw from the distance contract within the reflection period;
7. **Merchant:** the natural or legal person who offers products and/or services to consumers at a distance;
8. **Distance contract:** a contract concluded between the merchant and the consumer as part of an organized system at a distance of selling of products and/or services, where the conclusion of the contract up to and including is made exclusively or partly through one or more techniques for communication at a distance;
9. **Withdrawal form:** the form for revocation provided by the merchant, which the consumer can fill out if he wishes to exercise his right of withdrawal;
10. **Technology for communication at a distance:** means that can be used for concluding a contract, without the consumer and merchant having to come together simultaneously in the same space.

## **Article 2 - Identity of the merchant**

DogTools.eu

Beratzhausenerstrasse 1

93164 Laaber, Germany (not a visiting address)

Telephone number: +49 160 97093727 (reachable from Mon-Sun, between 10-17hr)

E-mail address: info@dogtools.eu

## **Article 3 - Applicability**

1. These general terms and conditions apply to every offer from the merchant and to every distance contract concluded between merchant and consumer;
2. Before the contract is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, the merchant will indicate, before the distance contract is concluded, how the general terms and conditions can be consulted at the merchant's premises and that they will be sent to the consumer free of charge upon request as soon as possible;
3. If the contract is concluded electronically, in deviation from the previous section and before the distance contract is concluded, the text of these general terms and conditions can be made available to the consumer electronically in such a way that it can be easily stored by the consumer on a durable medium. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be accessed electronically and that they will be sent to the consumer electronically or by other means free of charge upon request;
4. In the event that specific product or service conditions are also applicable in addition to these general terms and conditions, the second and third paragraphs shall apply, and the consumer may always invoke the applicable provision that is most favourable to him in the event of conflicting conditions;

5. The placing of an order implies acceptance of the applicability of these general terms and conditions;
6. The merchant has the right to change these general terms and conditions and the content of the website;
7. Any disputes arising from or related to this purchase agreement will be settled by the competent court in Regensburg (Germany), unless another court is competent pursuant to mandatory law.

#### **Article 4 - The offer**

1. If an offer has a limited validity period or is subject to conditions, this will be expressly stated in the offer;
2. The offer is non-binding. The merchant is entitled to change and adjust the offer;
3. Images accompanying products are a true representation of the products offered. Merchant cannot guarantee that the displayed colors exactly match the real colors of the products;
4. The offer contains a complete and accurate description of the products and/or services offered. The description is detailed enough to allow the consumer to make a proper assessment of the offer. If the merchant uses images, these are a true representation of the offered products and/or services. Obvious mistakes or obvious errors in the offer do not bind the merchant;
5. Each offer contains information such that it is clear to the consumer what the rights and obligations are that are associated with accepting the offer.

#### **Article 5 - The agreement**

1. The agreement, subject to the provisions of paragraph 4, is concluded at the moment of acceptance by the consumer of the offer and the fulfillment of the conditions stated therein;
2. If the consumer has accepted the offer electronically, the merchant confirms the receipt of the acceptance of the offer without delay by electronic means. As long as the receipt of this acceptance has not been confirmed by the merchant, the consumer may dissolve the agreement;
3. If the agreement is concluded electronically, the merchant shall take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a secure web

environment. If the consumer can pay electronically, the merchant shall take appropriate security measures for this purpose;

4. The merchant may, within legal frameworks, ascertain whether the consumer can meet his payment obligations, as well as all those facts and factors that are relevant to a responsible conclusion of the distance contract. If, based on this investigation, the merchant has good grounds not to enter into the agreement, he is entitled to refuse an order or request or to attach special conditions to the execution, with motivation;
5. The merchant shall provide the following information to the consumer in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable medium, at the latest upon delivery of the product and/or service to the consumer:
  - The conditions under which and the manner in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
  - The information about warranties and existing post-purchase services;
  - The price including all taxes of the product and/or service; where applicable, the delivery costs; and the method of payment, delivery, or execution of the distance contract;
  - The requirements for termination of the agreement if the agreement has a duration of more than one year or is of indefinite duration;
  - If the consumer has a right of withdrawal, the model withdrawal form.
6. In the case of a continuing transaction, the provision in the preceding paragraph applies only to the initial delivery.

## **Article 6 - Right of withdrawal**

### ***With products:***

1. When purchasing products, the consumer has the option to terminate the agreement without giving any reason within 14 days. This reflection period starts on the day after the consumer receives the product or a representative designated by the consumer which was made known to the merchant in advance;
2. After delivery, the consumer must inspect the products for obvious material or manufacturing defects. This also applies to obvious transport damage. In the event of the aforementioned

- damage, the consumer must notify the merchant thereof no later than 14 days after receiving the products;
3. During the reflection period, the consumer will handle the product and packaging with care. He will only unpack or use the product to the extent necessary to assess whether he wishes to keep the product. The principle here is that this inspection does not go further than it would in a physical store. If he exercises his right of withdrawal, he will return the product with all accessories provided, in accordance with the reasonable and clear instructions provided by the merchant;
  4. The consumer is only liable for any diminished value of the product resulting from handling the product beyond what is permitted in the preceding paragraph;
  5. When the consumer wishes to exercise his right of withdrawal, he is obliged to notify the merchant within 14 days of receiving the product. The consumer must make this notification by sending an email ([info@dogtools.eu](mailto:info@dogtools.eu)) to the merchant, attaching the fully completed withdrawal form digitally;
  6. The withdrawal form can be found as a PDF file at the bottom of this document;
  7. After the consumer has indicated that he wishes to exercise his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the goods have been returned on time, for example, by means of proof of shipment;
  8. If the customer has not indicated his desire to exercise his right of withdrawal within the periods mentioned above, or has not returned the product to the merchant, the purchase is considered final;
  9. The risk and burden of proof for the correct and timely exercise of the right of withdrawal lie with the consumer.

*When delivering services:*

1. When delivering services, the consumer has the option to terminate the agreement without giving any reason within at least 14 days, commencing on the day the agreement is entered into;
2. To exercise his right of withdrawal, the consumer shall follow the reasonable and clear instructions provided by the merchant with the offer and/or provided at the latest upon delivery.

**Article 7 – The costs of the right of withdrawal**

If the consumer exercises his right of withdrawal, the costs of returning the goods shall be borne by him.

### **Article 8 - Obligations of the merchant in case of withdrawal**

1. The merchant shall send a confirmation of receipt to the consumer promptly upon receipt of the notification of withdrawal;
2. The merchant shall refund all payments made by the consumer, including any delivery costs charged by the merchant for the product, promptly and no later than 14 days following the day on which the consumer notifies him of the withdrawal. This is subject to the condition that the product has already been received by the merchant or conclusive evidence of complete return shipment can be provided;
3. In the event that the order consists of multiple items and the consumer wishes to keep part of the order, the merchant will not refund the initial shipping costs;
4. If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, the merchant is not obliged to refund the additional costs for the more expensive method.

### **Article 9 - Exclusion of the right of withdrawal**

The merchant may exclude the following products and services from the right of withdrawal, but only if the merchant has clearly indicated this with the offer, at least in a timely manner before the conclusion of the contract:

1. Products or services whose price is subject to fluctuations in the financial market over which the merchant has no control and which may occur within the withdrawal period;
2. Service contracts, after complete execution of the service, but only if:
  - Execution has begun with the consumer's express prior consent; and
  - The consumer has declared that he forfeits his right of withdrawal once the merchant has fully performed the agreement.
3. Service contracts for the provision of accommodation, if a specific date or period of performance is provided for in the

contract and other than for residential purposes, goods transport, car rental services, and catering;

4. Agreements relating to leisure activities, if a specific date or period of performance is provided for in the contract;
5. Custom-made products according to the consumer's specifications, which are not prefabricated and which are made based on an individual choice or decision of the consumer, or which are clearly intended for a specific person;
6. Products that spoil quickly or have a limited shelf life;
7. Sealed products that are unsuitable for return due to health protection or hygiene reasons and whose seal has been broken after delivery;
8. Products that, by their nature, are irreversibly mixed with other products after delivery;
9. Services related to betting and lotteries.

## **Article 10 - The price**

1. The prices mentioned in the offer of products or services include the applicable VAT rate in Germany;
2. The prices mentioned in the offer of products and/or services exclude shipping costs. The total price including shipping costs is mentioned when placing the order, but before the order is finalized. The shipping costs can also be consulted on the website, listed under 'Delivery time and shipping costs';
3. The merchant is entitled to increase prices in the event of an increase in one or more cost factors. Such increases do not apply to products that have already been ordered but have not yet been delivered;
4. Such a price increase gives the consumer the right to terminate the contract within 14 days after notification of this price increase by the merchant. If a price increase is implemented due to legal regulations or provisions, the consumer has no right to termination.



## **Article 11 - Performance of the agreement and warranty**

1. The merchant guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, with the reasonable requirements of validity and/or usability and the legal provisions and/or government regulations existing on the date of the conclusion of the agreement. If agreed, the merchant also ensures that the product is suitable for purposes other than normal use;
2. A warranty provided by the merchant, its supplier, manufacturer, or importer never limits the legal rights and claims that the consumer may assert against the merchant under the agreement if the merchant has failed to fulfill his part of the agreement;
3. After delivery, the consumer must inspect the products for obvious material or manufacturing defects. This also applies to obvious transport damage. In case of the aforementioned damage, the consumer must notify the merchant of this no later than 14 days after receipt of the products;
4. The warranty period provided by the merchant corresponds to the manufacturer's warranty period. However, the merchant is never responsible for the ultimate suitability of the products for each individual application by the consumer, nor for any advice regarding the use or application of the products;
5. To claim the warranty, the consumer must inform the merchant thereof. The merchant may request the consumer to return the product for inspection of the defect. The shipping costs will be reimbursed by the merchant in case the defect falls under the warranty;
6. If the defect falls under the warranty, the merchant will arrange for repair, replacement, or (partial) reimbursement of the product;
7. The warranty does not apply if:
  - The consumer has repaired and/or modified the delivered products themselves or has had them repaired and/or modified by third parties;
  - The delivered products have been exposed to abnormal conditions or have otherwise been handled negligently or incorrectly, or have been treated contrary to the instructions of the merchant;
  - Damage has occurred due to biting incidents or the use of sharp objects;
  - There are discolorations or abrasion damage;

- The defectiveness, in whole or in part, is the result of regulations that the government has imposed or will impose regarding the nature or quality of the materials used.

## **Article 12 - Delivery and execution**

1. The merchant will exercise the utmost care when receiving and executing orders for products and when assessing requests for the provision of services;
2. The place of delivery is considered to be the address that the consumer has provided to the merchant;
3. In accordance with Article 4 of these general terms and conditions, the merchant will execute accepted orders promptly but no later than within 30 days, unless a different delivery period has been agreed upon. If the delivery is delayed, or if an order cannot be executed or only partially executed, the consumer will be notified of this no later than 30 days after placing the order. In such case, the consumer has the right to terminate the agreement free of charge and is entitled to any compensation for damages;
4. After termination of the agreement in accordance with Article 6, the merchant will refund the amount paid by the consumer no later than 14 days after termination;
5. The risk of damage and/or loss of products rests with the merchant until the moment of delivery to the consumer or a previously designated and known representative of the merchant, unless expressly agreed otherwise.

## **Article 13 - Long-term transactions: duration, termination, and renewal**

### *Termination:*

1. The consumer can terminate an agreement entered into for an indefinite period and which entails the regular delivery of products and/or services at any time, subject to the agreed termination rules and a notice period of up to one month;
2. The consumer can terminate an agreement entered into for a definite period and which entails the regular delivery of products and/or services at any time before the end of the specified duration, subject to the agreed termination rules and a notice period of up to one month.

### *Renewal:*

An agreement entered into for a definite period and which entails the regular delivery of products or services may only be tacitly extended for an indefinite duration if the consumer is entitled to terminate it at any time, subject to a notice period of up to one month.

### *Duration:*

If an agreement has a duration of more than one year, the consumer may terminate the agreement at any time after one year, subject to a notice period of up to one month, unless the principles of reasonableness and fairness oppose termination before the end of the agreed duration.

## **Article 14 - Payment**

1. The consumer can choose from various payment methods. These payments are made online within a secure environment, thanks to an SSL security system. The consumer can also choose a payment method where payment is made upon receipt of the order, namely cash on delivery. With this option, the order is handed over to the consumer when they have paid the amount due to the postal carrier. There is a surcharge for the cash on delivery option, which is stated on the website under 'Payment Methods';
2. The merchant is free to choose the payment methods offered and may change them if necessary;
3. The consumer has the obligation to report inaccuracies in provided or stated payment details to the merchant without delay;
4. If the consumer does not meet his payment obligations in a timely manner, after being reminded by the merchant of the late payment and given a 14-day period by the merchant to still meet his payment obligations, and payment is not made within this 14-day period, the consumer shall owe statutory interest on the outstanding amount and the merchant shall be entitled to charge the consumer with extrajudicial collection costs incurred by him. These collection costs amount to a maximum of: 15% on outstanding amounts up to €2,500; 10% on the subsequent

€2,500; and 5% on the next €5,000, with a minimum of €40. The merchant may deviate from these amounts and percentages to the benefit of the consumer.

### **Article 15 – Retention of title**

The products remain the property of the merchant until payment by the consumer has been made.

### **Article 16 - Complaints procedure**

1. The merchant has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure;
2. Complaints about the implementation of the agreement must be submitted to the merchant fully and clearly described within a reasonable time after the consumer has discovered the defects;
3. Complaints submitted to the merchant will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the merchant will respond within the 14-day period with a message of receipt and an indication of when the consumer can expect a more detailed response;
4. The consumer must give the merchant at least 4 weeks to resolve the complaint through mutual consultation. After this period, a dispute arises that is subject to dispute resolution.

### **Article 17 - Disputes**

In contracts between the merchant and the consumer to which these general terms and conditions apply, only German law applies.

### **Article 18 – Privacy**

The merchant processes the personal data of the consumer in accordance with the privacy policy as published on the website.

## **Article 19 – Liability**

The merchant cannot be held liable in any way for material or immaterial damage or for changes in the (physical and/or mental) health of the dog resulting from the use of the ordered items.

## **Article 20 - Additional or deviating provisions**

1. All images on the site are the property of DogTools.eu and its suppliers and may not be used without the express permission of DogTools.eu;
2. Additional or deviating provisions from these general terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable medium.

[Terms and Conditions PDF version](#)

## Attachment I - Withdrawal form



### WITHDRAWAL FORM DOGTOOLS.EU

(This form should only be completed and returned if you wish to withdraw from the contract.)

To: DogTools.eu  
Beratzhausenerstrasse 1, 93164 Laaber, Germany  
Info@dogtools.eu

You can use the same envelope to return the products as the one you received them in.

I hereby inform you that I am withdrawing from our contract regarding the purchase of the following products:  
DogTools harness / DogTools leash / DogTools collar / DogTools car safety belt / other\*

- Order number
  
- Description of the product(s) (Name including size)
  
- Track & Trace number of the return
  
- Ordered on (date of ordering the products)
  
- Received on (date of receiving the products)
  
- Name
  
- Address
  
  
- E-mail Address
  
  
- Any comments
  
  
- Date and signature of the consumer (only if this form is submitted in writing)

\* Cross out what is not applicable or fill in what is applicable.