



Reptilica® powered by CleverPet KG
Rollnerstr. 135 • D-90408 Nürnberg
Fax: 0911 – 999 40 29
E-Mail: service@cleverpet.biz

These conditions of use apply in their current version to business relationships between:

Reptilica® (CleverPet KG), Rollnerstr. 135, Germany, and her representatives, called "Reptilica" in the following, and her customers. Regarding relationships with other companies or their representatives, these conditions of use also apply to all future business relationships.

§ 1. Applicability and scope

1.1 The following terms and conditions apply to all contracts, deliveries, and other goods and services that we provide.

1.2 In terms of these conditions of use, consumers are defined as natural persons not assigned a commercial or professional activity with whom we enter into a business relationship; companies are defined as natural or legal persons or partnerships having legal capacity with whom we enter into a business relationship and whose actions are commercial or professional in nature; customers can be consumers or companies.

1.3 These conditions of use apply exclusively. Conditions contradictory to or differing from these conditions of use will not be recognized, except if Reptilica agrees in writing to changes on a case-by-case basis.

§ 2. Contract conclusion

2.1 The representation of Reptilica's assortment of goods is not a legally binding offer, but a non-binding catalogue. Ordering from this assortment does not automatically imply that a contract has been concluded.

2.2 By sending the details on the order page, which have to be completed in full, the customer declares his/her legally binding offer to conclude a contract concerning the goods or services requested. Reptilica will confirm receipt of the customer's order promptly. The order confirmation is not a binding acceptance of the order. The order confirmation can be combined with the declaration of acceptance.

2.3 Reptilica is entitled to accept the contract offer contained in the order within three working days of receiving it. The acknowledgement of acceptance will be sent to the customer via e-mail and/or fax before the goods are shipped.

2.4 The contract is concluded subject to the ordered goods or services being available. Deliveries may be incomplete or cancelled in the case of self-supply being incorrect or not in accordance with regulations. If the goods or services are not available or only partly available, we will inform the customer promptly and refund payments without delay.

2.5 The text of the contract is stored by Reptilica and will be sent to the customer – if he/she is a consumer – by e-mail after the contract is concluded, along with the legally included conditions of use.

2.6 The indicated sizes, colours, packaging, designs or raw materials are explicitly subject to changes without notice insofar as this is customary in the trade and reasonable.

2.7 In case of discrepancies between your order and the delivered goods or services, you are required to communicate them to us within 2 weeks.

2.8 In case of errors in written/printed information or calculations, we are entitled to cancel the contract.

§ 3. Right of withdrawal

3.1 The consumer is entitled to withdraw from the contract in writing (incl. by e-mail) or by returning the goods within 2 weeks of receiving them. No reason has to be given for withdrawing from the contract. However, a copy of the invoice has to accompany the returned goods in order to enable us to identify them correctly. The time period requirement of 2 weeks can be fulfilled by sending the goods within the time period.

Please use the following address for returns:

Name/Company: **Reptilica®** powered by CleverPet KG
Address: Rollnerstr.135
 D-90408 Nuremberg
E-Mail-Adresse: service@cleverpet.biz
Internetadresse: www.Reptilica.de

If the goods can be returned by parcel, the consumer is required to return them when exercising his/her right of withdrawal. The consumer pays for the costs of returning the goods up to an order value of 40,00 Euros, except if the delivery did not correspond to the order. For order values over 40,00 Euros, the consumer is required to pay the costs of return shipping too. We can unfortunately only accept shipments for which postage has been paid. We check each return. If the complaint was justified, we will credit your Reptilica customer account or transfer the postage amount to your bank account. Packages for which postage has not been paid will not be delivered to us, but will returned to you by the delivery company (deutsche Post AG or other) at your expense. We credit postage for returned shipments with a order value of more than € 40,00. The consumer has to ship the goods by the most cost-effective method available.

3.2 The consumer has to replace the value of deterioration of the goods caused by usage according to the instructions. The consumer is entitled to inspect the goods carefully. Loss of value caused by usage going beyond inspection and making it impossible to sell the goods as “new” is paid by the consumer.

3.3 No returns are possible for goods that have been damaged or destroyed through the customer’s negligence. The same applies to custom-made products produced according to your order and specifications, to live food animals, frost food, and live animals.

3.4 In the case of goods being returned, Reptilica will refund your payment within 6 weeks. Legal regulations apply for usage made up to the return.

§ 4. Prices, due-dates, payment, and arrears

4.1 All prices are given in Euros including German sales tax. Shipping and packaging costs are calculated separately according to expenses incurred. You can review the specific costs in the order overview before placing your order.

The invoice charges can be paid:

- in advance by money transfer to:

Receiver:	Reptilica (CleverPet KG)
Bank:	Postbank München (Munich)
Bank-Account:	895 150 802
Bank Number:	700 100 80
IBAN Code:	DE28 7001 0080 0895 1508 02
BIC-Code:	PBNKDEFF an.

- on delivery (COD cash on delivery, payment to deliverer, only possible for hardware);

- by credit card;
- customers ordering for the first time have to pay in advance or COD.

4.2 Reptilica is entitled to charge customers in arrears default interest at the day's overdraft rates in Germany. The customer is entitled to prove a lower default interest rate. Debit entries are charged with a flat-rate handling charge of 10,00 Euros. If the outstanding amount has to be collected by a debt collector, Reptilica is entitled to charge 50,00 Euros as a flat-rate handling charge. Reptilica's right to recuperate additional damages will remain unaffected, as will the right of the customer to prove a lower damage.

4.3 If the customer has ordered with the option of COD and refuses to accept the delivery, Reptilica is entitled to charge 25% of the value of the delivery as compensation, plus the entire shipping costs resulting from the transaction.

4.4 The customer is only entitled to offset charges if his/her counterclaims have been legally determined or acknowledged by us. The customer can only exercise his/her right of retention if his/her counterclaim rests on the same contractual relationship.

§ 5. Retention of title

5.1 For transactions with consumers, Reptilica retains title to the goods until the invoice amount has been paid in full. For transactions with companies, Reptilica retains title to the goods until all outstanding amounts resulting from an active business relationship have been paid.

5.2 The customer is required to inform Reptilica without delay if third parties gain access to the goods, for instance in the case of distraint, confiscation or other acts of disposal by third parties, as well as if the goods are damaged or destroyed. Reptilica also has to be informed directly of changes of ownership of the goods or changes of address. Reptilica's retention of title must be pointed out to third parties.

5.3 Reptilica is entitled to cancel the contract and demand that goods be returned if customers violate the contract, especially in cases of default of payment or of the customer's not meeting obligations arising from 5.2 of these conditions of use.

5.4 If the customer is a company, it is entitled to resell goods in the normal course of its business. It cedes all outstanding amounts resulting from resale to a third party up to the total amount of the invoice to Reptilica, which accepts the cession. After the cession, the company is entitled to collect the outstanding amounts. Reptilica reserves the right to collect the outstanding amount itself as soon as the company does not fulfil its payment obligations arising from the contract and delays payment.

§ 6. Delivery, delivery times, passing of risk

6.1 Our indications of delivery times and periods are non-binding unless we confirm them in writing. Delivery delays not caused through any fault of ours do not constitute a delay, but increase the delivery time by the duration of the obstruction.

6.2 In case of late delivery or payment, our liability is limited to damages caused wilfully or negligently. If you delay acceptance, we are entitled to charge 25% of the value of the order as flat-rate damages, unless you prove a slight damage to the delivery.

6.3 We reserve the right to partial delivery. If you are not interested in receiving a partial delivery, you should not open the delivery before the rest of it has arrived. Otherwise, you would have to pay for any loss of value in case you wish to withdraw from the contract.

6.4 In the case of consumers, the risk of loss and accidental deterioration of the sold goods passes to the consumer at the moment he/she receives them. This also applies in the case of sales by delivery. In the case of companies, the risk of accidental loss and accidental deterioration of the sold goods passes to the company at the moment of transfer to the shipper, the freight carrier or other person or institution charged with delivery. A customer's delay in accepting the goods is equivalent to transfer.

§ 7. Warranty and liability

7.1 We offer consumers the choice of subsequent performance (i.e. later contract fulfilment on our part) by rectification of defects or by replacement of the delivery. Reptilica reserves the right to refuse a specific type of subsequent performance if it is associated with unreasonable costs and the other type does not imply significant disadvantages for the consumer. In the case of companies, Reptilica has first choice of fulfilling its warranty for defective goods by rectification or by a replacement delivery.

7.2. If subsequent performance fails, the customer is entitled to request one of the following: a discount on the price, cancellation of the contract, or compensation for damages instead of the goods or services. If the customer chooses compensation for damages instead of the goods or services, limitation of liability applies. In the case of slight defects, the customer is not entitled to withdraw from the contract.

7.3 Consumers are required to notify Reptilica in writing about obvious defects or flaws within two weeks of noticing them. In order to meet the deadline, the notification of defects or flaws has to reach Reptilica within the time frame specified. If the consumer fails to notify Reptilica of the defects or flaws, the warranty entitlement expires two months after they were noticed. The onus of proof regarding the identification of defects or flaws lies with the consumer. Companies have to notify Reptilica in writing about obvious defects or flaws within one week of receiving the goods. Otherwise, the warranty entitlement cannot be exercised. The deadline is met if the notification is sent within the specified time frame. Companies bear the entire onus of proof for all conditions on which claims can be based, especially defects or flaws themselves, as well as for the moment of identifying defects or flaws and for meeting the deadline for notification of defects or flaws.

7.4. The warranty period for consumers extends for two years after delivery of the goods. The warranty period for companies extends for one year from delivery of the goods. The one-year warranty period does not apply if Reptilica is guilty of gross negligence or in the case of injuries or damage to an individual's health attributable to Reptilica as well in the case of loss of life of the customer. Liability according to German product warranty law ("Produkthaftungsgesetz") remains unaffected.

7.5 Reptilica reserves the right to make a claim on customers for costs caused by unfounded notifications of defect.

7.6 In the case of breaches of duty caused by ordinary negligence, Reptilica's liability is limited to the typical, contract-typical, direct average damage. This also applies for breaches of duty caused by ordinary negligence on the part of the legal representatives or auxiliary persons of Reptilica. Reptilica is not liable to companies for breaches of insignificant contractual duties resulting from ordinary negligence.

7.7 The above-mentioned limitations of liability do not apply to customers' claims arising from product liability. In addition, limitations of liability do not apply in cases of loss of customers' life, damages to customers' health or injuries attributable to Reptilica.

§ 7.A. Special provisions concerning warranties for live animals

7.A.1 Generally, live animals are considered used goods that may have obvious or hidden defects. Animals with regenerated tails or healed wounds are not to be considered defective. The same applies for defects such as parasite infestation, missing claws or toes, damages to carapaces or slight tail defects, which can occur in live animals. Owing to the nature of the goods, Reptilica cannot be held liable for inner illnesses. Reptilica guarantees to sell only animals that appear externally healthy. No gender guarantee is given. Gender is determined to the best of our knowledge.

7.A.2 After receipt, the risk of loss or deterioration of the animals passes to the buyer. Reptilica guarantees live arrival.

7.A.3 Claims for damages and other, more demanding claims by the buyer, in particular for consequential harm caused by defects not resulting from faults in warranted properties, are excluded. This does not apply in case of intent, gross negligence, breach of important contractual duties or the absence of properties that were warranted in writing by Reptilica.

7.A.4 Customers are required to notify Reptilica of defects within 24 hours by e-mail (info@reptilica.de) or fax (+49 (0)911 999 40 26). Reptilica reserves the right to inspect the rejected animal after receiving the notification of defect. Each animal purchase counts as an individual case. Reptilica reserves the right to process the case in any form and individually if a claim is presented. Individual processing means that Reptilica will – according to the customer's wishes – replace the animal or refund the value of the animal.

§ 8. Data security

8.1 Reptilica uses the personal data resulting from the contractual relationship exclusively for order processing. The data are permanently stored. The customer data are made accessible only to authorised persons within the company. Further usage is excluded.

8.2 The customer data can be passed on if the customer does not fulfil the duties resulting from the contractual relationship partly or in full. The temporary transfer of customer data to Kreditreform is permissible at any time. In the case of delayed payment, the permanent transfer of all contractual data relating to the process is permissible.

§ 9. Final conditions

9.1 Changes or amendments to this contract are valid only if made in writing. Oral subsidiary agreements do not exist.

9.2 Unless otherwise agreed, the transfer of rights and duties resulting from this contract by the customer to a third party require prior written authorisation by Reptilica. Reptilica will refuse this authorisation only for important reasons.

9.3 If a clause of this contract is or becomes invalid, the remaining clauses remain valid. The parties to this contract agree to replace the invalid clause by a valid clause that best meets the commercial objectives of the parties. The same applies for omissions in the contract.

9.4 If the customer is a merchant in the legal sense, a legal person according to public law or a separate estate according to public law, the exclusive court of jurisdiction for all disputes arising from this contract is Nuremberg, Germany. The same applies if the supplier has no general court of jurisdiction in Germany or if his/her place of residence or usual abode is unknown at the time of the legal action. Legal relationships between you and us are exclusively subject to German Law under exclusion of International Sales Law under the UN-CISG ("UN-Kaufrecht").