

AGB - General Terms and Conditions

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1. Seller, Customer, Scope

1.1 Contracts for the delivery of goods from this online store are concluded with Gestüt Peterhof, Peterhof 1, 66706 Perl-Borg, eMail: info@gestuet-peterhof.de (hereinafter "Seller").

1.2 The offer is directed at consumers and entrepreneurs (hereinafter "Customers"). A consumer within the meaning of these GTC is any natural person who enters into a legal transaction for purposes that can predominantly be attributed neither to his commercial nor to his independent professional activity, § 13 BGB. Entrepreneur in the sense of these GTC is any natural or commercial person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his commercial or independent professional activity, § 14 BGB.

1.3 For all contracts for the delivery of goods from this online store, the following General Terms and Conditions (GTC) apply exclusively in the version valid at the time of the order. The inclusion of the customer's own terms and conditions is hereby objected to. Deviating terms and conditions of the customer or third parties shall apply only to the extent that the seller has expressly agreed to them in writing.

2. Order process and conclusion of contract

2.1 The product descriptions contained in the Seller's online store do not constitute binding offers by the Seller, but serve for the submission of a binding offer by the Customer.

2.2 The customer can initially place the products in the shopping cart without obligation and correct his entries at any time before submitting his binding order by using the correction aids provided for this purpose in the order process. The binding offer to conclude a purchase contract is made by the customer. This is done by clicking the button "ORDER FREE OF CHARGE" in the final step of the ordering process with regard to the goods contained in the shopping cart. For this purpose, the customer is shown a confirmation page with the details of his order before the binding order process is completed. On the confirmation page, the customer can review and correct his entries regarding his offer before clicking the button "ORDER FREE OF CHARGE". After sending the binding order, the customer will also receive a confirmation by e-mail (order confirmation), which, however, does not yet constitute an acceptance of his offer.

2.3 The Seller may accept the Customer's offer within 10 days. This shall be done either by sending the goods or by sending an order confirmation in a separate e-mail. If there are several of the aforementioned acceptance alternatives, the contract shall be concluded at the time when one of the aforementioned alternatives occurs first. The period for acceptance of the offer begins on the day after the offer is sent by the customer and ends at the end of the tenth day following the sending of the offer.

If the Seller does not accept an order within ten working days, the order shall be deemed rejected with the consequence that the Customer shall no longer be bound by its declaration of intent. The rejection shall also apply if the customer has already paid or instructed payment of the purchase price prior to conclusion of the contract on the basis of the method of payment chosen by him. If the seller in this case exceptionally does not accept the order or the contract is not concluded for other reasons, it will immediately refund the advance payment.

3. Right of withdrawal

Customers who are consumers with their usual place of business or residence in a member state of the European Union (EU) or the European Economic Area (EEA) at the time of conclusion of the contract have a statutory right of withdrawal. Further information on this can be found in the seller's cancellation policy.

4. Prices

4.1 The prices listed in the online store at the time of the order shall apply. The prices stated are to be understood as end customer prices in euros including the statutory value added tax at the time the service is provided. The amount of VAT depends on the tax regulations of the country to which the customer has the ordered goods delivered.

4.2 The Seller reserves the right to change, limit or terminate any special offers or discounts at any time.

4.3 The additional delivery and shipping costs will be shown separately before sending the order requiring payment.

4.4 In the case of shipment to non-EU countries, additional taxes or costs (e.g. customs duties) may be incurred in connection with the order, which are not paid via the Seller or invoiced by the Seller, but are to be paid by the Customer directly to the relevant customs or tax authorities.

5. Payment options

Under the online store, the following payment methods are generally available to the customer:

5.1 PayPal

If a payment method offered by PayPal is selected, the payment will be processed via the payment service provider PayPal (Europe) S.à.r.l. et Cie, S.C.A. subject to the PayPal terms of use.

In the ordering process, the customer is redirected to the website of the online provider PayPal. In order to pay the invoice amount via PayPal, he must be registered there or register first, legitimize with his access data and confirm the payment instruction to the seller. After submitting the order in the store, the seller requests PayPal to initiate the payment transaction. The customer will receive further instructions during the ordering process. The payment transaction is carried out by PayPal upon order completion.

5.2 Credit Card

Visa, Mastercard, Discover, AMEX, Diners, CUP, JCB and Maestro can be accepted as means of payment. In case of payment by credit card, the credit card account will be charged upon completion of the order.

5.3 Prepayment

The customer is obliged to transfer the purchase price within ten days after the conclusion of the contract by bank transfer to the account specified by the seller. The goods will be shipped within 10 working days after the purchase price has been credited to the Seller's account.

6. Shipping and delivery conditions

6.1 The seller delivers exclusively by shipping to the delivery address specified by the customer in the order, unless otherwise agreed. If the transaction is processed using the PayPal payment method, the goods will be shipped to the delivery address provided by the customer to PayPal at the time of payment.

6.2 Goods can only be shipped within Germany and to the countries listed under "Payment & Shipping".

6.3 Unless otherwise stated in the offer, the seller determines the appropriate mode of shipment and the transport company at its own discretion.

7. Retention of title

7.1 If the customer is a consumer, the delivered goods remain the property of the seller until full payment of the purchase price.

7.2 If the customer is an entrepreneur, the delivered goods remain the property of the seller until full payment of all outstanding claims of the seller against the customer, regardless of the legal transaction. The customer may not sell or process the delivered goods before they have become his property.

8. Liability for defects/warranty

Any minor color deviations and other variations in products may be due to different image recording, display technologies or other technical reasons. In all other respects, the statutory rights shall apply in the event of defects in the delivered goods.

9 Applicable law

9.1 For consumers and other persons with their usual place of business or residence in a member state of the European Union (EU) or the European Economic Area (EEA) at the time of conclusion of the contract, German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

9.2 For consumers with habitual residence in a country that is neither a member of the EU nor the EEA, German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods and German consumer protection law.

9.3 Irrespective of this choice of law, the mandatory consumer protection law of the state in which they have their habitual residence at the time of the conclusion of the contract shall also always apply to consumers.

10. Place of jurisdiction

If the customer acts as a merchant, a legal entity under public law or a special fund under public law with its registered office in the territory of the Federal Republic of Germany, the exclusive place of jurisdiction for all disputes arising from this contract shall be the place of business of the Vendor. If the customer has its registered office outside the territory of the Federal Republic of Germany, the place of business of the Vendor shall be the exclusive place of jurisdiction for all disputes arising from this contract if the contract or claims arising from the contract can be attributed to the professional or commercial activity of the customer. In the aforementioned cases, however, the Vendor shall in any case be entitled to invoke the court at the Customer's place of business.

11 Alternative Dispute Resolution

11.1 The EU Commission provides a platform for online dispute resolution on the Internet at the following link: <https://ec.europa.eu/consumers/odr/>. This platform serves as a contact point for the out-of-court settlement of disputes arising from online purchase or service contracts involving a consumer.

11.2 The Seller is neither obliged nor willing to participate in a dispute resolution procedure before a consumer arbitration board.