

## Standard Business Terms

### 1 Basic provisions

(1) The following terms and conditions apply to all contracts that you conclude with us as the supplier ( **VOSS GmbH & Co. KG** ) via the website [www.electric-fence.co.uk](http://www.electric-fence.co.uk), as well as to contracts outside the online shopping basket system that have come about through individual offer and acceptance (cf. 2 (4)). Unless otherwise expressly agreed, the inclusion of any of your own terms and conditions is not accepted.

(2) You can find everything you need to know about us, VOSS GmbH & Co. KG, and our products on [www.electric-fence.co.uk](http://www.electric-fence.co.uk) before you order.

(3) A 'consumer' in the sense of the following regulations is every natural person who concludes a legal transaction which, to an overwhelming extent, cannot be attributed to either his commercial or independent professional activities.

(4) The term 'businessman' or 'business customer' refers to every natural person, legal person or legally responsible partnership that concludes a legal transaction in pursuance of his/its independent professional or commercial activity. We don't give business customers all the same rights as consumers. For example, business customers cannot cancel their orders, they have different rights where there is a problem with a product, and we do not compensate them in the same way for losses caused by us or our products. Where a term applies just to businesses or just to consumers, this is clearly stated.

### 2 Conclusion of the contract

(1) The subject-matter of the contract is the sale of goods including digital content (data created and provided in digital form).

(2) By placing the respective product on our website, we submit to you a binding offer to conclude a contract under the conditions stated in the item description.

(3) The purchase agreement takes place via the online shopping cart system as follows: The products intended for purchase are moved to the "shopping cart". You can select the shopping cart using the appropriate buttons on the navigation bar and make changes there at any time.

After accessing the "Checkout" page and entering your personal data as well as the payment and shipping conditions, you are finally shown the order data again as an order overview.

If you use an instant payment system (e.g. PayPal/PayPal Express, SaferPay) as your payment method, you will either be taken to the order overview page in our online shop or forwarded to the website of the provider of the instant payment system.

If you are forwarded to the relevant instant payment system, choose and/or enter your data as appropriate. Finally, on the website of the provider of the instant payment system or, after you have been directed back to our online shop, the order data will be displayed as an order overview.

Before submitting the order, you have the option once more to review or change (you may also use the "Back" button on your web browser) any information on the order summary page, or to cancel the purchase.

By clicking the "Pay now" button to submit the order, you declare acceptance of the order in a legally binding way by which the purchase agreement takes place.

(4) Your requests for the preparation of an offer are non-binding for you. We will submit a non-binding offer to you in a text form (e.g. by email), which you can accept within 5 days (unless a different deadline is stated in the respective offer).

(5) The execution of the order and the sending of all the details necessitated by the conclusion of the contract take place via email, in a partially automated manner. Consequently, you must ensure that the email address that you have deposited with us is the correct one, and that the receipt of the

respective emails is guaranteed. You must ensure that the respective emails are not blocked by a SPAM filter.

(6) If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance, or warranty made or given by us or on our behalf which is not set out in these terms and that you have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

### 3 Right of retention, reservation of proprietary rights

(1) You can only exercise a right of retention if the situation in question involves claims arising from the same contractual relationship.

(2) The goods remain our property until the purchase price is paid in full.

(3) If you are a business customer, the following conditions also apply:

a) We retain ownership of the goods until all the claims arising from the ongoing business relationship have been settled in full. The goods subject to retention of title may not be pledged or transferred by way of security before ownership of the said goods changes' hands.

b) You can re-sell the goods within the framework of an orderly transaction. In this regard, you hereby cede all the claims amounting to the magnitude of the billing amount that accrue to you because of the re-selling operation to us, and we accept the cession. Furthermore, you are authorised to collect the claim in question. However, insofar as you do not discharge your payment obligations in an orderly fashion, we reserve the right to collect the claim ourselves.

c) In a situation involving the combination and amalgamation of the goods subject to retention of title, we acquire co-ownership of the newly formed item. This co-ownership corresponds to the ratio that exists between the invoice value of the goods subject to retention of title and the other processed items at the time of processing.

d) If you make a request of this nature, we shall be obligated to release the securities that are due to us, to the extent that the realisable value of our securities exceeds the claim to be secured by more than 10%. We are responsible for selecting the securities to be released.

### 4 Warranty

(1) We honour our legal duty to provide you with products that are as described to you on our website and that meet all the requirements imposed by law. Your legal rights are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) (<http://www.citizensadvice.org.uk>). The statutory warranty rights are applicable.

(2) As a consumer, you are requested to promptly check the product for completeness, visible defects, and transport damage as soon as it is delivered, and promptly disclose your complaints to us and the shipping company in writing. Even if you do not comply with this request, it shall have no effect on your legal warranty claims.

(3) If a characteristic of the goods deviates from the objective requirements, the deviation shall only be deemed to be agreed if you were informed of the same by us before submitting the contractual declaration and the deviation was expressly and separately agreed between the contracting parties.

(4) It is our responsibility to supply you with goods that meet your consumer rights. If you have any concerns that we have not met our legal obligations, please contact us.

Summary of your key legal rights, as a customer:

- If your product is goods, for example an Energiser the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:
    - Up to 30 days: if your goods are faulty, then you can get a refund.
    - Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
    - Up to six years: if your goods do not last a reasonable length of time, you may be entitled to some money back.
  - If a price hasn't been agreed upfront, what you're asked to pay must be reasonable.
  - If a time hasn't been agreed upfront, it must be carried out within a reasonable time.
- (5) Insofar as you are a business customer, the following shall apply in deviation from the above warranty provisions:

a) Only our own specifications and the manufacturer's product description shall be deemed agreed as the quality of the goods, but not other advertising, public promotions, and statements by the manufacturer.

b) In the event of defects, we shall, at our discretion, provide warranty by rectification of the defect or subsequent delivery. If the rectification of defects fails, you may, at your option, demand a reduction in price or withdraw from the contract. The rectification of defects shall be deemed to have failed after a second unsuccessful attempt unless the nature of the goods or the defect or other circumstances indicate otherwise. In the event of rectification of defects, we shall not be obliged to bear the increased costs arising from the transport of the goods to a place other than the place of performance, unless such transport is in accordance with the intended use of the goods.

c) The warranty period shall be one year from delivery of the goods. The shortening of the period shall not apply

- for culpable damage attributable to us arising from injury to life, limb or health and for other damage caused intentionally or by gross negligence;
- insofar as we have fraudulently concealed the defect or have assumed a guarantee for the quality of the item;
- in the case of items which have been used for a building in accordance with their customary use and have caused its defectiveness;
- in the case of statutory rights of recourse that you may assert against us in connection with rights arising from defects.

## 5 Colours and measurements

(1) We make all reasonable efforts to accurately display the attributes of our products, including composition and colours. The colour you see will depend on your device, and we cannot guarantee that your device will accurately display such colours.

(2) The packaging of the Products may vary from that shown on images on our website, in marketing materials or on your device.

## 6 Choice of law, place of fulfilment, jurisdiction

(1) If you are a consumer, please note that these terms are governed by English law. This means a contract for the purchase of products through our site and any dispute or claim arising out of or in connection with it will be governed by the law the laws of England and Wales. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland. We can claim against you in the courts of the country you live in.

(2) If you are a business customer, a Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Germany. Our place of business is the place of jurisdiction as well as the place of fulfilment for all services that follow from the business relationships that exist with us.

(3) If you are a business customer, we both irrevocably agree that the courts of Germany shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).

(4) The provisions of the UN Convention on Contracts for the International Sale of Goods are explicitly inapplicable.

## 7 Special agreements on payment methods offered

### (1) Payment via PayPal

In cooperation with PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2499 Luxembourg, we offer various payment options from PayPal as a payment option. PayPal carries out an identity and credit check of the customer ("credit check") in its own name.

If you make a payment with "Payment after 14 days" via PayPal, we receive the transaction amount immediately on our PayPal account. PayPal will make the direct debit payment from your bank account no earlier than 14 days after the transaction date. However, PayPal reserves the right to

decide whether you may use "Payment after 14 days" and uses, for example, your previous transaction history as a criterion for eligibility. You are therefore not entitled to make a claim to use "Payment after 14 days". "Payment after 14 days" is not available for commercial use.

The full PayPal Terms of Service can be found [here](#).

[https://www.paypal.com/uk/webapps/mpp/ua/legalhub-full?locale.x=en\\_GB](https://www.paypal.com/uk/webapps/mpp/ua/legalhub-full?locale.x=en_GB)

**(2) Credit card or debit card via Saferpay**

You can enter your payment details at the time you place your order using a valid credit or debit card (VISA, VISA Debit/Delta, MasterCard, and Maestro). The applicable amount will immediately be reserved on your card but will not be debited until the goods are dispatched. We reserve the right to check the validity of the credit or debit card, its credit status in relation to the order value and whether the address data of the purchaser is correct. We may refuse orders depending on the result of these checks.