



General Terms and Conditions

1. Scope

These General Terms and Conditions of Business apply to all orders and deliveries between zooplus AG, Sonnenstrasse 15, 80331 Munich, Germany, (hereinafter: zooplus) and its customers via the online shop www.zooplus.com.

2. Order process, entering into a contract, quantity limitation

1. Order process

- Zooplus offers its customers a comprehensive range for all matters concerning domestic pets. By clicking on the products or product descriptions, the customer navigates to the product details, .e.g. details regarding the product design, size or taste. The product is placed in the virtual shopping basket by entering the requested quantity and clicking on the shopping basket icon.
- By clicking on the "shopping basket" button, displayed in the top right-hand corner of the online shop, the customer navigates to an overview page and at any time can check the goods in the virtual shopping basket and, where necessary, make changes.
- If a customer does not wish to purchase additional goods, they can continue via the "To order/checkout" button. Registered customers can enter their user names and passwords here to automatically use their saved information for the order. Alternatively, the customer can register as a new customer and set up a customer account or continue the purchase without setting up a customer account. In such a case, the customer must enter their address and invoice information on the following page.
- By further clicking on the "Continue" button, the customer reaches the penultimate order stage "Overview". The customer has access to an overview of the order here with details of the price (including the statutory VAT) and details of the delivery service and costs.
- The order is entered into by clicking on the "Buy" button. This means a binding offer has been made.
- 2. Entering into a contract

The images of the range in the online shop are intended as an illustration and do not constitute binding offers for sale. By completing the order process by clicking on the "Buy" button the customer makes a binding offer to enter into a purchase contract. The customer thereupon receives an automated confirmation of receipt of order by e-mail (order confirmation). This order confirmation does not constitute acceptance of the offer. The contract with zooplus is only concluded when zooplus sends the ordered product to the customer and the shipping to the customer is confirmed by e-mail (shipping confirmation).

3. Quantity limitation

The offered goods are sold in customary domestic quantities only and only to persons of an age at which they are capable of entering into legal transactions.

3. Prices and shipping charges

1. Prices

All prices include statutory VAT and exclude shipping costs. We do not sell to businesses, therefore we do not issue VAT receipts, nor do we refund the VAT.

2. Shipping Charges

zooplus delivers from a minimum order value of €19 (excl. shipping charges). Free delivery applies to standard orders of €49 or more to the majority of postcodes in the Republic of Ireland*. Orders below €49 will incur a shipping fee which can be found [here](#).

The maximum weight for any parcel we can dispatch is 31kg. Orders weighing over 31kg will be dispatched in 2 or more parcels (depending on weight). Based on the value and weight of your order, a service charge of €3.99 per additional parcel will be applied to cover additional costs. The fee will be visible before checkout and details can be found [here](#).

4. Dispatch and delivery

In countries other than the Federal Republic of Germany , zooplus only delivers to private individuals.

Unless stated otherwise in the offer, the delivery period is 3 to 5 working days. Information about [delivery and shipping conditions](#) is available here.

In the event that some of the ordered products are not in stock, zooplus shall be entitled to provide partial deliveries at its cost provided this is acceptable for the customer.

In the event that zooplus is unable to deliver the ordered product because zooplus itself is not supplied by its own suppliers, without culpability on the part of zooplus, zooplus may withdraw from the contract. In such a case, zooplus shall inform the customer without delay and propose a comparable product. If a comparable product is not available, or if the customer does not wish to have that product delivered, zooplus shall, without delay, reimburse payments made by the customer. Deliveries are free of customs duties within the EU. In the case of delivery in countries outside the EU customs duties, taxes and other levies that may apply shall be borne by the customer.

In the event that supplied products are damaged en route, the zooplus customer service is to be contacted, where possible, without delay. As a result, zooplus shall have the option of lodging a complaint with the carrier or transport insurer regarding the damage. If the customer fails to provide notification of transport damage, this shall not have any effect whatsoever on the customer's statutory guarantee rights.

We will always to to send your delivery with the delivery partner you have selected. However, due to circumstances beyond our control, this is occasionally not possible. Please accept our apologies for any inconvenience this may cause.

In order to fulfil customer orders zooplus needs to pass on the customer email address, and where available contact phone number to the delivery company authorised to delivering the goods. This forms part of the contract with zooplus. The customer does not have the right to object. For further information please see our [Data Protection](#) page.

5. Retention of title

The goods shall remain the property of zooplus up until payment in full. Prior to the passing of ownership, pledging, ownership transfer by way of security, processing or redesigning are not permitted without approval by zooplus.

6. Right of withdrawal

Customers who are consumers have a fourteen-day cancellation right. A consumer is any natural person who enters into a legal transaction for a purpose that is neither attributable to their commercial nor self-employed professional activity. The following regulations apply to the cancellation right and the excluding of the cancellation right. If customers have any further questions about cancellations, they can contact the zooplus [customer service](#).

Instructions on withdrawal

The exercise of the right of withdrawal

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you, acquires, physical possession of the goods.

To exercise the right of withdrawal, you must inform us (zooplus AG, Customer Services Sonnenstrasse 15, 80331 Munich, Germany, telephone: +441865951303 , service@zooplus.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You may use the attached [model withdrawal form](#) but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods to

zooplus AG
zooplus Returns Center
Marktal 3
99880 Hoerselgau
Germany

without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

End of Information concerning the Right of withdrawal

Exclusion of the right of withdrawal

The right of withdrawal does not apply in the event of delivery of goods

- that are not pre-produced and an individual selection or determination by the consumer is authoritative for their manufacture or goods that are clearly geared towards the consumer's personal requirements; goods that may perish quickly or goods whose sell-by-date would quickly run out,
- that are not suitable for returns for reasons involving health protection or hygiene if their seal has been broken post-delivery,
- that were post-delivery inseparably mixed with other goods.

Model withdrawal form

Sample of the model withdrawal form

(Should you wish to cancel your contract with zooplus please complete this form and return to)

– To zooplus AG, Customer Service, Sonnenstrasse 15, 80331 Munich, Germany, service@zooplus.com

– I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),

– Ordered on (*)/received on (*)

– Name of consumer(s)

– Address of consumer(s)

– Signature of consumer(s) (only if this form is notified on paper)

– Date

(*) Delete as appropriate.

7. Guarantee and liability

The statutory guarantee provisions apply.

Veterinary medicine diet feed should only be used where recommended and by way of regular monitoring by the veterinarian. The veterinarian should be visited regularly (every 6 months) during the feeding for check-up examinations and without delay in the event of deterioration in the domestic pet's condition. zooplus is not liable for the consequences of inappropriate use of veterinary medical diet feed or use that is unnecessary.

8. Payment methods, invoices and credit notes

Payment for goods is to be made by Visa, Mastercard, or American Express credit card & Visa Debit Card. Unfortunately, we cannot accept payment sent in the form of cash or cheques and are not responsible for loss.

Your credit or debit card will not be charged until your goods leave our warehouse. In the case of possible returns the amount paid will be refunded. Should your credit card have insufficient credit we reserve the right to invoice you for the costs incurred in making requests for payment.

zooplus reserves the right in individual cases or depending on the delivery method chosen by the customer to accept only certain types of payment

If the customer defaults in payment, the purchase price shall incur interest during the default in the sum of 5 percentage points above the ECB base lending rate. If the customer is not a consumer, the default interest shall be 8 percentage points above the base lending rate. zooplus reserves the right to assert a claim for greater damage caused by default subject to furnishing proof in that respect.

1. Payment via bank transfer

Please be sure to include your order invoice number in the payment reference field when you enter the information for your bank transfer. Please transfer the balance to the following account:

zooplus AG
Commerzbank München
IBAN: DE64 7004 0041 0211 4411 01
SWIFT (BIC): COBADEFF700

2. Payment by credit card

In the case of payment by credit card, amounts are booked within one week after shipping the goods.

3. PayPal

PayPal is an online account-based system that lets anyone with an email address send and receive online payments using their credit card or bank account. You can use it at zooplus to pay safely, easily and quickly. During the ordering process, you can also open up a PayPal account if you don't have one. Please note that we cannot accept Paypal accounts from the USA.

4. Invoices

zooplus only issues invoices in electronic form. All invoices will be emailed to the customer as a downloadable PDF.

5. Credit Notes

In the case of redeeming credit notes, the specific, valid redemption conditions, minimum order quantity and period of validity etc. are to be adhered to. The corresponding information is stated on the credit notes. In any case, only one credit note or one order / customer-related reduction can be redeemed for each purchase. Payment in cash or subsequent setting off with previous orders is not possible. Resale is not permitted.

9. Data protection



zooplus takes the protection of its customers' data very seriously. The zooplus data protection declaration can be viewed [here](#).

10. Marketing & Customer communication



If the customer concludes a contract with zooplus and specifies the electronic mailing address (email), zooplus has the right to use this electronic mailing address (email address) of the customer for direct advertising of its own similar goods or services, if the customer didn't object to this use at the point of collection. The customer always has the right to object to the use of the electronic postal address (email address) at any time by sending a communication to service@zooplus.com, without any costs other than the transmission costs according to the basic tariffs.

11. Identity of the contracting partner



zooplus AG
Sonnenstrasse 15, 80331 Munich, Germany
represented by the management board:
Dr. Cornelius Patt
Andreas Maueröder
Dr. Mischa Ritter

Chairman of the Supervisory Board:
Christian Stahl
Munich Local Court ("Amtsgericht"), HRB 125080
VAT ID No. DE 200 164 421

12. Loyalty Programme / Loyalty Points

When registering as a customer and opening a "my zooplus" account, as well as with the first order, the customer will automatically be invited to participate in the free zooplus Loyalty Programme and collect loyalty points. The zooplus Loyalty Programme Terms & Conditions can be found [here](#).

zooplus will use the email address specified in the my zooplus account to inform the customer on the status of their bonus points. The customer has the right to revoke the use of this email address at anytime without incurring any other costs except the transmission cost at basic rates.

13. Online Dispute Resolution

The European Commission's official website for Online Dispute Resolution is available under [//www.ec.europa.eu/consumers/odr](http://www.ec.europa.eu/consumers/odr). zooplus is neither obliged nor willing to participate in a dispute resolution scheme.

14. Final provision

Should any provision of these Terms and Conditions be or become invalid or unenforceable, the validity or enforceability of the other provisions of these Terms and Conditions shall not be affected thereby. German law applies by way of exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). This choice of the aforementioned applicable law only applies insofar as the protection granted by mandatory provisions of the law of the state in which the consumer has his habitual residence at the time of his order is not withdrawn.

15. Printed version of the General Terms and Conditions of Business

To view a printer-friendly version of these General Terms and Conditions of Business, click on the printer icon at the top of the page, in the upper right corner. Alternatively, to save a copy to your device, you can click on the PDF icon.

Status of these General Terms and Conditions of Business: 14.01.2021