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## General Terms and Conditions for the Maxi Zoo Online Shop

### 1. Scope

These General Terms and Conditions ("GTC") apply to all orders placed in the Maxi Zoo Online Shop, accessible at <https://www.maxizoo.ie> in their current valid version at the time of placing the order. The online shop is operated by the limited liability company under German law Fressnapf Tiernahrungs GmbH (hereinafter "Fressnapf") with its registered office at Westpreußenstr. 32 - 38, D-47809 Krefeld and registered in the Krefeld commercial register under the number HRB 5030.

Please note that it is possible to complete orders through the Maxi Zoo Online Shop via your participating Maxi Zoo market. At your request, goods can either be delivered to your home or to the participating Maxiz Zoo market for pick-up. In such cases, any contract is concluded exclusively between you and the relevant Maxi Zoo market. These GTC will not apply in such case, but rather only the the general terms and conditions of the relevant Maxi Zoo market.

### 2. Implementation of the contract in the online shop

The products displayed in the Maxi Zoo online shop should not be considered a binding offer to conclude a contract. You only submit a binding offer to conclude a contract when you click the "Buy now" button. Before doing so, you have the opportunity to review and correct the content of your virtual shopping cart and your address data. You can also cancel the ordering process at any time by closing your browser.

After you submit your order to the Maxi Zoo online shop, you will receive a confirmation e-mail (receipt confirmation). This does not represent a contractual confirmation from us. Your offer to conclude a contract will be accepted through a separate e-mail (order confirmation), or by sending you the goods. If you do not receive an order confirmation or a notification of delivery, or the goods within seven days, you are no longer bound to your contractual offer.

Any payments already made before this time shall be reimbursed immediately. Your statutory right of cancellation under clause 3 shall remain unaffected. Items, in particular sale items, shall be provided only in quantities suitable for household use, and only to consumers, not commercial purchasers.

### 3. Cancellation policy | right of cancellation & consequences

#### 3.1 Right of cancellation

You have the right to cancel this contract within fourteen days without providing grounds. The cancellation period is fourteen days from the date on which you or a third party named by you who is not the shipping company has taken possession of the last partial shipment or last piece. To exercise your right of cancellation, simply inform us at the following address:

Fressnapf Customer Service Online-Shop  
c/ o arvato distribution GmbH  
Lösnitz Mark 100  
D- 06780 Großzöberitz  
E-Mail: [online-shopping@maxizoo.ie](mailto:online-shopping@maxizoo.ie)  
Phone number: 021 601 9483 (Monday through Friday, 12 – 4 pm)

with a clear declaration (e.g., via e-mail) that you have decided to cancel this contract. You can use the enclosed template cancellation form to do so, although this is not required. The form is available at: [Sample cancellation form](#)

Sending the notification that you will be exercising your right of cancellation before the end of the 14-day cancellation period shall be regarded as having cancelled within the cancellation period.

### **3.2 Consequences of cancellation**

If you cancel this contract, we will repay all payments we have received from you promptly and at the latest within fourteen days from the date on which we receive notification that you are cancelling this contract. You should return the goods by repackaging the goods appropriately and using the return prepaid label included in the packaging you received from us to return the goods to us by standard delivery post. Any additional costs resulting if you selecting another type of delivery will be for your cost and will not be reimbursed by us. You must return the goods promptly and at the latest within fourteen days from the date on which we receive notification that you are cancelling this contract. We will use the same payment method to repay the funds that you used during the original transaction, unless otherwise agreed; in no case will you be charged any fees in relation to the repayment.

We can refuse repayment until we have received the returned goods, or until you have provided verification that you returned the goods, whichever comes first.

You must promptly return the goods, and at the latest within fourteen days from the date on which you inform us that you are cancelling the contract. The deadline is considered fulfilled if you send the goods before the end of this fourteen-day period. You are only liable for any lost value of the goods if this lost value results from your handling of the goods in a manner not necessary to check their properties, characteristics, and proper function. The right of cancellation shall not apply in respect of goods that can spoil quickly or that have a short expiration date (perishable goods). The right of cancellation shall furthermore not apply to sealed goods that are not appropriate for returning for reasons of health protection or hygiene, if their seal was removed after delivery.

### **End of the cancellation policy**

## **4. Pricing | Validity**

The prices shown in the Maxi Zoo online shop are stated in euros, and include statutory VAT.

## **5. Minimum order value | Shipping costs**

The minimum order value (value of goods) for your order in our online shop is € 19. Shipping costs are € 4.99 per order. We will deliver orders with a value of goods over € 29 free of charge to your home. This applies for standard shipping within Ireland. Please note that the price indicated under “Value of goods” should be understood as including VAT, after deducting any rebates, and does not include shipping costs.

## **6. Returns**

Without Prejudice to your rights to cancel the contract pursuant to 3 above, we request that you return goods which do not meet your needs within 30 days. If you would like to return items from your order in the Maxi Zoo online shop, we offer the following return options:

## **6.1 How to return orders placed in the Maxi Zoo online shop**

- 6.1.1** Please repackage the goods appropriately and use the return prepaid label included in the package you received from us to return the goods. Then drop it off at your preferred Pickup point. We have teamed up with DPD couriers who have a network of 600 parcel shops throughout Ireland. These are called “Pickup points” and are located at shops and forecourts near you.
- 6.1.2** If you have not received a return label with your shipment, please contact customer service to receive a new return label.

## **7. Delivery options**

Deliveries can be completed only within Ireland. Please see the individual product pages for information on delivery terms.

## **8. Delivery availability**

If a certain item is not available for delivery, we will inform you promptly that it is not available before we accept the order. In this case, no contract will be concluded. We will promptly reimburse any payments we have already received.

## **9. Payment**

You can pay via credit card and PayPal. We reserve the right to offer only certain payment methods in individual cases.

The invoice for your order will be sent via e-mail, regardless of the payment method you select. If you have not entered your e-mail address, the invoice will be sent to you via regular mail.

### **9.1 Payment via card**

Credit card payments are booked within one week following the dispatch of the order confirmation. You can choose either VISA or MasterCard.

### **9.2 Payment via PayPal**

If you have registered for a customer account (Fressnapf account) with us, you can pay for our goods and services using the reference transaction function (also referred to as “authorise & collect”) of PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter referred to as: PayPal). To use this payment method, you must grant a debit authorisation for the PayPal account which you select in this context on behalf of Fressnapf. Accordingly, if you use this function, you authorise us to deduct the payments which you owe, either on a one-time or recurring basis (at regular or irregular intervals) from your selected PayPal account.

To use this payment method, you must be registered with PayPal, must authenticate yourself using your access details, and must submit a one-time confirmation of the payment transfer to us in the “Payment via retailer booking” section. You will be forwarded to a PayPal website for this purpose while placing an order in our online shop. If you confirm the payment function in question, we will be authorised to immediately deduct the amount from the respective PayPal account. At the same time, PayPal will be instructed to provide the amount we request via a deduction process according to the [Terms of Use](#) of PayPal. Generally, the PayPal account will be charged to process payments for us on the same day. However, it is possible that we will only deduct part of the total amount, and then deduct the entire amount of the claim at a later date.

You can change the debit authorisation you have granted for Fressnapf in your PayPal profile at any time under the "Payment via retailer booking" section at any time, or to revoke this authorisation with future effect.

If you place an order with us as a guest, the PayPal reference transaction function will not be available to you. However, you can still pay with PayPal. Payment via PayPal is convenient and secure. You can easily pay with just two clicks. Just like any other PayPal customer, you benefit from PayPal's consumer protections if you choose this option. PayPal is only available for payments made via the Fressnapf online shop.

### 9.3 Payment processing via Adyen

When selecting a payment method offered via the payment service "Adyen", payment processing is carried out via the payment service provider Adyen N.V., Simon Carmiggeltstraat 6-50, 1011 DJ, Amsterdam, Netherlands (hereinafter: "Adyen"). Adyen may use the services of third-party payment service providers to process payments, where special payment conditions may apply, the customer may be informed of this separately. Further information on Adyen can be found on the here: <https://www.adyen.help/hc/en>. If a payment in the online shop subsequently fails, you will also be given the opportunity via the Adyen payment service to subsequently process the payment using the payment methods there. You will receive an e-mail with a payment link that you can use to pay the outstanding amount.

## 10. Online vouchers

Online vouchers can be redeemed according to the specific applicable redemption conditions for the specific voucher, such as the minimum order quantity, minimum order value, validity period, etc. These will be stated separately when the voucher is awarded. Only one online voucher can be redeemed per purchase. It cannot be combined with any other rebates. Vouchers cannot be redeemed for cash or offset subsequently against previous orders. They cannot be sold. Online vouchers cannot be redeemed for orders containing books or magazines. Rebates will be offset on a percentage basis against the value of any returns.

## 11. Testing free, new shipping options

Maxi Zoo is testing new shipping options in some selected postal code regions. If your order is placed in one of these regions, and if your goods are suitable for our new shipping options, you may receive an e-mail. It will include a free service number where you can select the new shipping options at no additional cost. These include, for instance, pickup in a market or a set delivery date which you select.

## 12. Return of faulty goods, warranties and guarantees.

If delivered items have obvious material or manufacturing defects, including any damage in transit, we request that you submit complaints regarding such faults to us immediately. However, if you fail to submit this complaint, this will have no consequences for your legal claims. It does help us assert our own claims against the freight forwarder, transportation insurance company, or our own suppliers.

Depending on the circumstances you may be entitled under applicable law to have the item repaired or replaced or be entitled to a refund or damages where it is established that damage has been caused by a defect in any item.

If you have had the item for less than 30 days, you will be entitled in any event to a refund under clause 6, alternatively, you may request that we repair or replace the item. Items should be returned to us in accordance

with Clause 6. If you have had the item for more than 30 days, you may be entitled to have the item repaired or replaced or if appropriate receive a refund. However, if the fault appeared after six months we may require you to prove that the item was faulty at the time of delivery to you. Unless expressly set out in these Terms and Conditions or elsewhere, we do not provide any warranty in addition to your statutory rights.

Sometimes a warranty (or an extended warranty) may be offered by us at extra cost which you may avail of at your discretion. Any such warranty is in addition to and does not replace your statutory rights.

If we provide a seller's guarantee, then details of the guarantee are provided in the guarantee conditions enclosed with the delivered items. Any guarantee is in addition to and does not replace your statutory rights.

Our Maxi Zoo Ireland physical store network is a separate entity to Maxizoo.ie and therefore the returns process is different. Our Maxi Zoo Ireland physical store network offer a "No Quibble" returns policy if a customer returns goods within 30 days of purchase with a valid receipt.

### **There are two types of returns:**

#### **1. FAULTY GOODS**

By definition, according to the Sale of Goods Act 1980, any goods you buy from a shop must:

- Fit the description given
- Match any sample shown
- Be fit for the purpose they are purchased for
- Be in satisfactory condition

If you are returning a faulty product, you are entitled to Exchange or Store Credit or Cash Refund (please note that we cannot issue a refund to Credit or Debit Card accounts).

#### **2. CHANGE OF MIND BY CUSTOMER**

If you have changed your mind about a product you have purchased, & provided the Goods are in a resaleable condition (not chewed or damaged in any way), we can offer three options - Exchange or Store Credit or Cash Refund (please note that we cannot issue a refund to Credit or Debit Card accounts).

After 30 days the responsibility lies with the manufacturer of the product. Please contact the manufacturer of the product directly for warranty queries. Our returns policy in no way affects your statutory rights as a consumer.

\*Please note this policy applies to the Maxi Zoo Ireland physical store network only.

### **13. Liability**

We do not warrant the accuracy and security of information transmitted to or via obtained the website [www.maxizoo.ie](http://www.maxizoo.ie), unless otherwise expressly set out herein. All product descriptions, information and materials posted on the site are provided "as is" and without warranties express, implied or otherwise howsoever arising.

We warrant to you that any goods purchased from us through this website are of satisfactory quality and reasonably fit for all of the purposes for which goods of the kind are commonly supplied. To the fullest extent permissible pursuant to any applicable law, but without excluding anything that may not lawfully be excluded in the case of consumers, we disclaim all other warranties of any kind, whether express or implied, in relation

to the goods. Any liability in connection with any good purchased through, is strictly limited to the purchase price of those goods. Nothing in this Clause will affect any applicable statutory rights you may have as a consumer or your cancellation rights.

#### **14. Data protection**

For information on how and to what extent we collect, process, and use your personal data, please see our Data Privacy Policy.

#### **15. Image rights**

We or our partners reserve all rights to the content available via the online shop, in particular trademarks and copyrights. You are obligated to observe these rights, and undertake not to use any content in our online shop of any kind for any reason beyond the normal purposes associated with visiting the online shop. In particular, the copying, distribution, and/or publication of content without our express written confirmation is not permitted.

#### **16. Contractual language | Choice of law | Operator**

The contractual language is English. German law shall apply, excluding the UN Convention on the International Sale of Goods. The applicability of any mandatory obligations in any applicable jurisdiction shall remain unaffected by this choice of law.

The operator of the online shop is:

##### **Fressnapf Tiernahrungs GmbH**

Westpreußenstraße 32 – 38, 47809 Krefeld

Managing Directors: Christian Kümmel, Norbert Marschallinger, Dr. Jens Pippig, Lucio Paolo Torroni

District court of Krefeld HRB 5030

#### **17. Online dispute resolution | consumer dispute settlement**

The European Commission has established a web platform for online dispute resolution. The platform serves as a point of contact for resolving disputes outside of court regarding contractual obligations that result from purchasing agreements concluded online. You can access the platform at the following link: <http://ec.europa.eu/consumers/odr/>. We are not obliged to participate in dispute resolution proceedings and do not participate in consumer dispute resolution proceedings.

#### **18. Severance**

If any term, or part thereof, of these Terms and Conditions is held to be illegal, invalid or unenforceable by a Court or authority of competent jurisdiction, such term, or part thereof, shall be given effect to in such altered form as shall result in it not being so illegal, invalid, or unenforceable and the provisions of these Terms shall be regarded as severable accordingly.