

§ 1 Scope

- (1) These terms and conditions apply exclusively to all business between the Company Van Petegem Scenery and their customers, at the time the contract is amended.
- (2) The contract is also available in the German language.
- (3) Within these Terms and Conditions a natural person will enter into a business relationship with those to whom these can be attributed, in a commercial or independent professional activity. These conditions are natural or legal persons, or partnerships with legal entity, who will enter into a business relationship and act in the commission of their commercial or independent professional activity. Customers within the meaning of these terms and conditions may be both consumers and businesses..
- (4) Deviating, conflicting or additional terms and conditions, even if known, are not part of the contract unless their validity is expressly agreed to in writing.
- (5) This document may be ("Save File As") printed and saved.

§ 2 Conclusion of the Contract

- (1) The representation of my range on www.vanpetegemscenery.com, accessible on computers via the Internet, is not a binding offer within the meaning of § 145 BGB (German Civil Code), but a non-binding invitation to the customer to order these products.
- (2) The description of our goods are non-binding. Technical and other changes in form, colour, or weight are reserved within.
- (3) By submitting an order via Internet, e-mail, telephone, fax or any other means of communication, the customer makes a binding offer to conclude a purchase contract with the company Van Petegem Scenery.
- (4) The customer will receive an e-mail that the order has been received via the Internet or via email, immediately after an order with all the essential data for the order is received (order confirmation). This order confirmation does not constitute acceptance of the offer but shall only inform the customer that the order has been received.
- (5) I am entitled to accept the contract offered in the order within two weeks. When goods are ordered electronically I am entitled to accept the order within three working days of receipt.
- (6) I am entitled to reject the order - after examining the creditworthiness of the customer.
- (7) I am entitled to limit the order quantity for a household.
- (8) The final contract is subject, in the case of incorrect or improper delivery, to be made void. This applies only if non-delivery is not caused by me. In case of non-availability or only partial availability of the goods, the customer will be informed immediately and payment will be refunded immediately.
- (9) If the customer orders the goods electronically, the contract text will be saved by me and sent to the customer together with the legally effective terms and conditions via e-mail after the contract conclusion.

§ 3 Delivery, shipping costs

- (1) Van Petegem Scenery is entitled to make partial deliveries any time, provided that they are reasonable for the customer. If partial deliveries are carried out by Van Petegem Scenery, applicable postage costs may be covered by me.
- (2) In addition to the price of goods accrued for each purchase order, is the shipping charge. The shipping fee is not charged for partial deliveries, unless they are attributable to us. § 3 para 1 is applicable.
- (3) Information on the estimated delivery time is not binding, unless I have promised the customer in an individual case.
- (4) Van Petegem Scenery delivers to customers worldwide.
- (5) The prices displayed on our website do not include local sales tax or shipping costs. The online prices and products may vary and may differ from shows.
- (6) The cost of shipping for each order is € 2,50, regardless of the size or weight of your order. If we are unable to deliver your order in full and have to make more than one delivery, there will be no additional charge for the subsequent deliveries.

§ 4 Due date, Payment and Retention of title

- (1) Van Petegem Scenery accepts only the payment types indicated in the ordering process. If I have a valid customer's e-mail address the Invoice is sent by e-mail or by post.
- (2) Van Petegem Scenery delivers its goods on account which is always included in the delivery.
- (3) Van Petegem Scenery reserves the right to demand an advance to the amount of the order, particularly in cases where invoices are already open at the time of the order. The same applies if the value of all orders already placed, plus the sum of outstanding invoices or orders in dispatch at the time of a new order, exceed an amount of € 100.00. The order will be processed only after payment is received.
- (4) The customer is entitled to compensation only to the extent legally determined and counterclaims are undisputed or acknowledged by Geke van Petegem.
- (5) For domestic customers, I reserve ownership of the goods until full payment of the purchase price. For businesses, I reserve the ownership of the goods until full payment of all claims from the current business dealings.
- (6) The customer is obliged to handle the goods with care while they are in their custody. The customer has to inform me in writing immediately of any third party access to the goods, especially of use, and any damage or

destruction of the goods. The customer must notify us immediately of a change in ownership of the merchandise or a change of address. The customer pays me for all damages and costs incurred on the goods by a breach of these obligations and necessary intervention measures to prevent access by third parties.

(7) I am entitled to terminate the contract over a breach by the customer, especially in case of default, and demand the goods. I am also entitled to rescind any obligation under paragraph 6 over a breach of the contract and demand the goods, if a party to the contract is no longer reasonable.

(8) A business is entitled to resell the goods in the ordinary course of business. All claims in the amount of the invoice, which accrue to him by the sale to a third party are assigned to me. I accept the assignment. After the assignment, the Contractor is authorized to collect the debt. I reserve the right to collect the debt itself if the company fails to meet its payment obligations and defaults on payment.

§ 5 Payment

(1) The offered price is binding. The price includes the VAT. Upon sale, the price is excluding those delivery charges referred to in § 3 para 2.

(2) The price for special offers is limited to the specific items.

§ 6 Transfer of risk

(1) For consumers, the risk of accidental loss and accidental deterioration of the goods sold, passes to the consumer.

(2) For businesses, the risk of accidental loss and accidental deterioration of the goods during delivery goes to the shipper, the carrier, the dispatch person or the business institution.

(3) The transfer is the same, if the customer is in default of acceptance.

§ 7 Right of Return

We will grant you 14 days to judge if your purchase is satisfactory. Within this period you can return the product.

You can take a close look at the product just like you would do in a shop and test if it lives up to your expectations. If you have your doubts whether you can still change your product then please contact us geke@vanpetegemscenery.com.

If you are not all satisfied with the product then please return it to us in the original packing and unused. We will refund your money including the original delivery costs within 14 days. You only have to pay yourself for the return shipment.

The return or the return request must be sent to:

Van Petegem Scenery

Willem Lodewijkstraat 70

9288 BM Kootstertille

Phone: 0512-841456

E-mail: geke@vanpetegemscenery.com

Returns:

In the case of an effective return any benefits are to be shared (e.g. advantages in usage). In case of deterioration of the goods, compensation can be claimed. This does not apply if the deterioration of the goods, upon examination - is as normally experienced in our store. In addition, to avoid the obligation to pay damage compensation caused by improper use, refrain from using the goods as your property and refrain from doing anything that could reduce their value. Obligations to reimburse payments must be fulfilled within 30 days. The period begins for you with the dispatch of the goods or with the receipt of payment by me.

Hints:

(1) The right of return is excluded in contracts for the delivery of software if the delivered data carriers have been unsealed by the customer. Moreover, the statutory exceptions 4 BGB (German Civil Code) in accordance with § 312 para.

(2) When returning product without packaging, the customer has to pay compensation where appropriate.

§ 8 Warranty

(1) In the case of defective goods, consumers have the choice of having the item repaired or replaced. We are entitled to refuse the type of post if costs are disproportionate and other means are without significant disadvantages to the consumer. For businesses, it is my option whether I correct the defects in the goods by repair or replacement.

(2) If subsequent performance fails, the customer may choose to withhold payment (reduction) or to cancel the contract (withdrawal), as well as damages, at his discretion. With only minor defects, the customer has no right of withdrawal. If the customer chooses replacement damages the limitations of liability are in accordance with § 9 of these Terms and Conditions.

(3) Consumers have to show me in writing obvious defects in the goods within two weeks of receipt, otherwise the assertion of the warranty claim is excluded. Contractors must examine the goods for quality and quantity variances and show me obvious defects within a period of one week from receipt of the goods otherwise the

assertion of warranty claims is voided. Concealed defects must be reported to me within one week of discovery. To comply with the deadline, the company bears the burden of proof for all claims, in particular for the defect itself, the time of discovery of the defect and the timeliness of the complaint.

(4) The warranty period for consumers shall be two years from delivery of the goods. For businesses, the warranty period is one year from delivery of the goods. For used items, the warranty period is one year from date of delivery. The one year warranty period will not apply if due to my gross negligence, bodily harm or health affects, or loss of life of the customer is attributable to me. My liability under the product liability law remains unaffected.

(5) I give customers no guarantees in the legal sense. Manufacturer warranties remain unaffected.

§ 9 Liability

(1) In the case of slightly negligent breaches of duty, my responsibility and that of my assistants is typically dealt with common sense..

(2) In the case of slight negligence of non-essential contractual obligations, which breach the performance of the contract, I am not liable and nor are my assistants.

(3) The above limitations do not affect the customer's claims arising from product liability or warranty. The limitations of liability do not apply to me for bodily harm and health or loss of life of the customer.

(4) I am responsible only for the contents on the website of my online shops. As far as I enable access to other websites with links, I'm not held responsible for the content contained therein. I'm not making external contents mine. If I become aware of any illegal contents on external web pages, I will block access to these sites immediately.

§ 10 Data Protection

Van Petegem Scenery agrees to treat customer's personal data in accordance with the data protection regulations. For details, refer to the Privacy policy.

§ 11 Addresses

Suppliers and contractors of the offers of this website:

Geke van Petegem
Willem Lodewijkstraat 70
9288 BM Kootstertille
NL
Phone: 0512-841456
E-mail: geke@vanpetegemscenery.com

§ 12 Final Provisions

(1) The law of the Federal Republic of Germany. For consumers who do not conclude the contract for professional or commercial purposes, this choice of law only to the extent that the protection granted is revoked by mandatory provisions of the laws of the State in which the consumer is resident. The provisions of the UN-CISG (United Nations Convention on Contracts for the International Sale of Goods) will not apply.

(2) If the customer is a merchant, legal entity under public law or special public fund, the exclusive venue is my place of business for all disputes arising from this contract. The same applies if the customer has no general jurisdiction in Germany or domicile or residence while the complaint is not known.

(3) If individual provisions of the contract with the customer including these general terms and conditions be wholly or partially invalid, this shall not affect the validity of the remaining provisions. The wholly or partially invalid provision shall be replaced by a provision economically similar to the invalid provision.

Should, despite the careful final inspection, still be something to complain about, then simply register with me - together we will find a solution.