

# Standard Business Terms and customer information

## I. Standard business terms

### § 1 Basic provisions

(1) The following business terms are applicable to all the contracts, which you conclude with us as a supplier (**Wolfgang Herrmann**) via the [www.ridingladies.com](http://www.ridingladies.com) website. Unless otherwise agreed upon, the inclusion, if necessary, of your own conditions is ruled out.

(2) 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. The term 'businessman' 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.

### § 2 Conclusion of the contract

(1) The contract subject matter is the purchase of download products (digital content which is not supplied on a physical data carrier).

(2) In conjunction with the setting up of the respective download product on our website, we refer you to a binding offer associated with the conclusion of a purchase contract under the conditions specified in the product description.

(3) The purchase contract is concluded via the online shopping cart system as follows:

The download products to be purchased are placed in the 'shopping cart'. The customer can use the respective button in the navigation bar to call up the 'shopping cart' and make changes at any time. After the 'check-out' page has been called up and the respective personal data and payment conditions have been entered, all the order data is displayed again on the order overview page.

If you used an instant payment system (e.g. PayPal / PayPal Express, Amazon-Payments, Postpay, Sofort) to receive payments, you will either be guided to our online shop on the order summary page or forwarded to the web page of the instant payment provider.

If you are forwarded to the instant payment system, choose and enter your details as appropriate. You will then be returned to the order summary page in our online shop.

Before the order is sent, you can re-check all the data, change it (which can also be done via the internet browser's 'back' function) or cancel the purchase transaction. By using the 'Place order in conjunction with a liability to pay' button to send the order, you indicate your legally binding acceptance of the offer, which results in the conclusion of the purchase contract.

(4) You are not bound by your enquiries regarding the creation of an offer. We supply you with a textual and binding offer (e.g. via e-mail), which you can accept within a period of 5 days.

(5) The execution of the order and the sending of all the details necessitated by the conclusion of the contract

take place via e-mail, in a partially-automated manner. Consequently, you have to ensure that the e-mail address that you have deposited with us is the correct one, and that the receipt of the respective e-mails is guaranteed. In particular, you have to ensure that the respective e-mails are not blocked by a SPAM filter.

### **§ 3 Licence to use for download products**

(1) The download products that are on offer are copyright-protected. You will receive a simple operating license for every download product purchased from us, unless otherwise specified in the respective quote.

(2) The simple usage licence encompasses permission to save and/or record a copy of the download product on your computer or other electronic device for personal use.

You are not allowed to make any additional copies. You are explicitly prohibited from changing a file or parts thereof, processing it and making it privately or commercially available to external parties in any manner whatsoever.

### **§ 4 Right of retention**

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

### **§ 5 Choice of law**

(1) German law shall apply. This choice of law only applies to customers if it does not result in the revocation of the protection guaranteed by the mandatory provisions of the law of the country in which the respective customer's usual place of residence is located (benefit-of-the-doubt principle).

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

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## **II. Customer information**

### **1. Identity of the seller**

Wolfgang Herrmann  
Gartenstr. 6  
82291 Mammendorf  
Germany  
Telephone: 08145-6923  
E-Mail: mail@ridingladies.com

**Alternative dispute resolution:**

The European Commission provides a platform for the out-of-court resolution of disputes (ODR platform), which can be viewed under <https://ec.europa.eu/odr>.

**2. Information regarding the conclusion of the contract**

The technical steps associated with the conclusion of the contract, the contract conclusion itself and the correction options are executed in accordance to the regulations "conclusion of the contract" in our standard business terms (part I.).

**3. Contractual language, saving the text of the contract**

3.1 Contract language shall be English.

3.2 The complete text of the contract is not saved with us. Before the order is sent, the contract data can be printed out or electronically saved using the browser's print function. After the order is received by us, the order data, the legally-mandated details related to distance selling contracts and the standard business terms are re-sent to you via e-mail.

3.3 You will be sent all contractual information within the framework of a binding offer in written form, via E-mail for example, for quotation requests outside of the online shopping basket system, which can be printed out or saved electronically in a secure manner.

**4. Main features of the product or service**

The key features of the goods and/or services can be found in the respective quote.

**5. Prices and payment arrangements**

5.1 The prices mentioned in the respective offers represent total prices, as do the shipping costs. They include all the price components, including all the incidental taxes.

5.2 Since the product is downloaded, no shipping costs accrue.

5.3 If delivery is made to countries outside of the European Union, we may incur unreasonable additional costs, such as duties, taxes or money transfer fees (transfer or foreign exchange fees charged by the banks), which you must bear. You must also bear the costs arising from money transfers in cases in which the delivery is made to an EU Member State, but the payment is initiated outside of the European Union.

5.4 The payment methods that are available to you are shown by clicking the appropriate button on our website or are disclosed in the respective quote.

5.5 Unless otherwise specified for the respective payment methods, the payment claims arising from the contract

that has been concluded become payable immediately.

## **6. Delivery conditions**

6.1 The delivery conditions, delivery date and existing supply restrictions, if applicable, can be found by clicking the appropriate button on our website or in the respective quote.

## **7. Statutory warranty right**

The statutory warranty rights are applicable.

Liability for defects is governed by the “Warranty” provisions in our General Terms and Conditions of Business (Part I).

These SBTs and customer details were created by the lawyers specialising in IT law who work for the Händlerbund, and are constantly checked for legal conformity. Händlerbund Management AG guarantees the legal security of the texts and assumes liability in case warnings are issued. More detailed information can be found on the following website: <https://www.haendlerbund.de/agb-service>.

last update: 07.12.2017