

General Terms and Conditions



1. Scope

These General Terms and Conditions of Business apply to all orders and deliveries between bitiba GmbH, Herzog-Wilhelm-Str. 12, 80331 Munich, Germany, (hereinafter: bitiba) and its customers via the online shop www.bitiba.co.uk (<https://www.bitiba.co.uk/>).

2. Order process, enter into a contract, quantity limitation, commercial resale

1. Order process

- bitiba 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 flavour. 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. Enter into a contract

The goods offered in the shop are sold exclusively to non-commercial individuals, i.e. only to consumers who conclude the legal transaction for purposes that can be attributed neither to their commercial nor to their independent professional activity. The offers appearing on our website www.bitiba.co.uk are therefore not aimed at Businesses. Businesses are natural or legal persons or partnerships with legal capacity who, when concluding a legal transaction, act in the exercise of their commercial or self-employed professional activity.

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 bitiba is only concluded when bitiba sends the ordered product to the customer and the shipping to the customer is confirmed by email (shipping confirmation).

3. Quantity limitation, Commercial Resale

The offered goods are sold in customary domestic quantities only and only to persons of full age. The commercial resale of goods is not permitted. bitiba reserves the right not to accept

contractual offers that appear to be made for the purpose of the commercial resale of goods.

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

bitiba delivers from a minimum order value of £15.00 (excluding shipping charges). In Great Britain, deliveries are free of charge from an order value of £45.00. Orders of a lesser value incur a small shipping and handling fee which can be found [here](https://www.bitiba.co.uk/content/shippingcosts) (<https://www.bitiba.co.uk/content/shippingcosts>).

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 £2.99 per additional parcel will be applied. The fee will be visible before checkout and details can be found [here](https://www.bitiba.co.uk/content/shippingcosts#2) (<https://www.bitiba.co.uk/content/shippingcosts#2>).

4. Dispatch and delivery

Unless stated otherwise in the offer or product details, delivery usually takes place within 1 to 3 days (excl. Sundays & Bank Holidays). Information about [delivery and shipping conditions](https://www.bitiba.co.uk/content/shippingcosts) (<https://www.bitiba.co.uk/content/shippingcosts>) is available here.

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

In the event that bitiba is unable to deliver the ordered product because bitiba itself is not supplied by its own suppliers, without culpability on the part of bitiba, bitiba may withdraw from the contract. In such a case, bitiba 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, bitiba 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 bitiba customer service is to be contacted, where possible, without delay. As a result, bitiba 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.

In order to fulfil customer orders bitiba 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 bitiba. The customer does not have the right to object. For further information please see our [Data Protection](https://www.bitiba.co.uk/content/privacy) (<https://www.bitiba.co.uk/content/privacy>) page.

5. Retention of title

The goods shall remain the property of bitiba 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 bitiba.

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 bitiba customer service (https://www.bitiba.co.uk/contact_us).

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 (bitiba GmbH, Customer Services Herzog-Wilhelm-Strasse 12, 80331 Munich, Germany, telephone: 01865 951 302, service@bitiba.co.uk) 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 (https://media.mediazs.com/bilder/1/WithdrawalBITUK13072022_1.pdf) 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

Bitiba Returns
Carbon 207
Siskin Drive
Middlemarch Business Park

COVENTRY
CV3 4FJ

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 bitiba please complete this form and return to)

— bitiba GmbH, Customer Service, Herzog-Wilhelm-Strasse 12, 80331 Munich, Germany,
service@bitiba.co.uk

— 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. bitiba is not liable for the consequences of inappropriate use of veterinary medical diet feed or use that is unnecessary.

8. Payment methods, invoices and vouchers

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. bitiba reserves the right to assert a claim for greater damage caused by default subject to furnishing proof in that respect.

1. Credit & Debit card

Payment for goods is to be made by debit card or credit card (Visa, MasterCard, Diner's Club).

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.

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

2. Apple Pay

Apple Pay is available as a payment method for iOS devices on our app and mobile website. You can select this payment method in the checkout area. It is accessible through Safari and you can pay using a linked payment card. The payment will be taken directly via your Apple account. Upon submitting your order, you will be forwarded to Apple to authorise the payment. As soon as we have been informed about your authorisation, shipping starts - depending on the shipping time indicated with the goods.

Depending on the payment method deposited with Apple Pay, it will be debited with the factual amount invoiced deducting any discounts, vouchers, etc. immediately after shipping has been made.

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 bitiba to pay safely, easily and quickly.

4. Discount Vouchers and Codes

When redeeming discount vouchers and codes, the Terms & Conditions of Use including minimum order value, the expiry date of the voucher, etc. must be adhered to. Only one discount per order can be used per purchase. Discount codes or vouchers cannot be traded or converted into cash, nor can they be applied retrospectively once the order has been placed.

5. Invoices

bitiba reserves the right to issue invoices to the customer electronically. Electronic invoices shall be sent to the customer by e-mail in PDF format. The sales tax invoiced shall not entitle the customer to an input tax deduction.

9. Data protection

bitiba takes the protection of its customers' data very seriously. The bitiba data protection declaration can be viewed [here \(https://www.bitiba.co.uk/content/privacy\)](https://www.bitiba.co.uk/content/privacy).

10. Marketing & Customer Communication

Once the customer concludes a contract with bitiba and provides an electronic mail address (email), bitiba has the right to use this electronic mail address (email) for direct advertising for its own similar goods or services, unless the customer objected to this use at the point of collection.

The customer always has the right to object to the use of the electronic mail address (email) at any time by sending a communication to service@bitiba.co.uk, without incurring any costs other than the transmission costs according to the basic rates.

11. Identity of the contracting partner

bitiba GmbH
Herzog-Wilhelm-Strasse 12, 80331 Munich, Germany
represented by the Management Board:
Geoffroy Lefebvre, Andreas Maueröder

bitiba.co.uk is the trading name of bitiba GmbH registered in Germany,
Company number
Munich HRB 177246
UST-ID: DE 249 236 792

12. bitiba Subscribe & Save

1. General

bitiba Subscribe & Save (hereinafter called "subscription") is available to all registered www.bitiba.co.uk customers with a UK delivery address. This subscription service allows you to set up regular, automated orders for specific items at pre-determined intervals without the need for manual repeat orders. Products eligible for subscription are marked as such in "Preview" order. All short-term or temporary promotional items or special offers are excluded from subscription.

Subscription-eligible items that are part of a confirmed or completed order can be converted into Subscribe & Save in your customer account under "My orders".

Each automated order within the subscription service constitutes a binding offer to bitiba to conclude a sales contract. The contract with bitiba is only concluded when bitiba sends the ordered item to the customer, and confirms dispatch to the customer with a further email (dispatch confirmation) within 5 working days of receipt of the automated order. Should the customer not receive confirmation of dispatch within the aforementioned period, a contract with bitiba is not concluded.

Prior to processing an automated subscription order bitiba will send the customer a reminder email, which allows the customer to cancel or change the order.

2. Subscription Service

When you sign up to bitiba Subscribe & Save you will receive a discount on the standard price of any subscription-eligible products included in your scheduled, regular deliveries. Information on the discount levels is available on the bitiba Subscribe & Save FAQ page.

The Subscribe & Save discount applied to a specific order is the current discount applicable to the subscription-eligible products when that order is processed. Certain Subscribe & Save or product details (including price, discount and availability) are subject to change. Each subscription order is subject to the specific Subscribe & Save or product details valid at the time of that order.

bitiba therefore reserves the right to alter subscription discounts at any time. bitiba Subscribe & Save discounts cannot be combined with other discounts.

3. Availability of Goods

Should a particular item in your subscription order be out of stock on the day of dispatch, the order for this item will be automatically cancelled .

4. Duration, Changes and Termination of Subscription

There is no minimum duration for the bitiba Subscribe & Save service. You can make changes or pause your subscription (e.g. for holidays) at any time up to two days before the next order date in the "Subscribe & Save" section in your bitiba customer account.

bitiba may amend the Subscribe & Save Terms & Conditions at any time by publishing the amended Terms & Conditions on the bitiba.co.uk website. In the event of significant changes the customer will be notified in advance. By continuing to participate in bitiba Subscribe & Save, the customer agrees to these changes. Should the customer not agree to any of the changes to these Terms & Conditions, the customer must cancel their subscription. More information on how to cancel your subscription can be found on bitiba Subscribe & Save FAQ page. bitiba is entitled to cancel a Subscribe & Save subscription at any time in written or electronic form, without stating a reason for doing so

5. Methods of Payment

Items ordered as part of the subscription service can only be paid for with a debit/credit card saved from a previous order or with PayPal. The prerequisite for payment by debit/credit card and PayPal is that the data in the customer account is up-to-date and complete. Items will only be shipped after they have been paid for.

6. Miscellaneous

Should any provision in these Terms & Conditions as stated in the current valid version, found to be void, invalid, or for any reason unenforceable, the validity and enforceability of the remaining Terms & Conditions, and provisions, shall not be affected thereby.

13. Stamp Card

When registering as a customer and opening a bitiba customer account, as well as with the first order, the customer will automatically be invited to participate in the free bitiba Stamp Card loyalty programme. Details of the conditions of participation can be found [here](https://www.bitiba.co.uk/info/legal/stampcard%20terms) ([https://www.bitiba.co.uk/info/legal/stampcard terms](https://www.bitiba.co.uk/info/legal/stampcard%20terms)).

bitiba will use the email address specified in the my bitiba account to inform the customer on the status of their Stamp Card and voucher(s) associated with it. The customer has the right to revoke the use of this email address at any time without incurring any costs other than the transmission costs according to the basic rates.

14. Online Dispute Resolution

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

15. 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.

16. 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 & Conditions of Business: 13.02.2024