



To the:

WESTERNSATTEL-BÖRSE
Krüdersheide 17a
42697 Solingen, Germany

By fax: +49 (0) 212 71547

From:

First name + surname: _____

Street: _____

Post code + place: _____

Tel + Mobile: _____

Fax ! + Email: _____

ORDER

I hereby order:

Item: _____


File number: _____

Brand: _____

Price: _____

plus EUR 23.- for packing and carriage*.

I am paying in advance and transfer the sum to the account of WESTERNSATTEL-BÖRSE at
Stadt-Sparkasse, Langenfeld IBAN: DE84375517800000272203, BIC: WELADED1LAF.

I am paying in advance and use the payment 

For saddles:

If the fit of the saddle does not meet my expectations, I may return the saddle within
working days from receipt at my own cost.

I will either take the option of:

- another saddle to try
(two trials per horse are permitted)

or

- my money back by crossed cheque.

Used items are subject to the margin scheme; new prices are quoted inclusive of statutory Value Added Tax.

I acknowledge the General Terms and Conditions of Business of WESTERN SADDLE MARKET which I have available to me.

I have read and agree with the data protection statement.

Date: _____

Signature: _____

* within Germany. For Delivery in other countries EUR 45,- delivery fee applies.

Cancellation right and General Terms and Conditions of Business:

I. Right of cancellation

You may cancel your contractual declaration within 14 days without giving reasons, in text form (e. g. letter, fax, E-mail) or – if the item has been made over to you before the period expires – also by returning the item. The period will commence on receipt of this information in text form, but not before receipt of the goods by the recipient (in the case of repeat deliveries of the same type of goods, not before receipt of the first part delivery) and also not before fulfilment of our obligations to provide information pursuant to Article 246 § 2 in combination with § 1 Para. 1 and 2 EGBGB [Introductory Act to the Civil Code] and our obligations pursuant to § 312 g Para. 1 p. 1 BGB [Civil Code] in combination with Article 246 § 3 EGBGB [Introductory Act to the Civil Code]. Sending the cancellation or the item on time will suffice for observance of the cancellation period. The cancellation is to be sent to: Westernsattel-Börse, Krüdersheide 17a, 42697 Solingen, Fax: 0212 - 71547, E-mail: mail@westernsattelboerse.de

Consequences of cancellation

In the event of effective cancellation, the services received by both sides are to be returned and any utilisation (e. g. interest) handed over.

If you are unable to return or hand over to us all or part of the service and utilisation (e. g. benefits of use) received or are only able to return or hand them over in a deteriorated condition, you must pay us compensation for their value to this extent. When handing over items this will not apply if the deterioration of the item is solely attributable to trying it out – as would be possible, for example, in a shop.

Furthermore, you can avoid the obligation to pay compensation for the value of the item due to deterioration caused by appropriate use of the item for its intended purpose by not using the item as your property, and desisting from any action which would impair its value.

Items which are suitable for parcel shipment are to be returned at our own risk. You are to pay the costs of returning the item if the goods delivered correspond to the goods ordered and if the price of the item to be returned does not exceed the sum of 40.00 € or, if the item was bought for a higher price, if you have not paid the consideration or a contractually agreed part payment at the date of cancellation. Otherwise, return of the item will be cost free for you. Items which are not suitable for parcel shipment will be collected from you. Obligations for refunding payments must be fulfilled within 30 days. The period will commence for you on sending your notice of cancellation or the item, and for us, on receipt of the same.

Special notes

The cancellation right will not apply for contracts for the delivery of goods which are manufactured to the customer's specification or which have been specifically tailored to the customer's personal requirements, or which are not suitable for returning due to their composition.

End of the information regarding cancellation.

II. General Terms and Conditions of Business of "Westernsattelboerse".

§ 1 General

1. These General Terms and Conditions of Business represent the sole basis for all legal relations between "Westernsattelboerse", Krüdersheide 17a, 42697 Solingen, Proprietor Francis John, hereinafter: the supplier, and its customers, established exclusively online, by fax or other remote communication methods.
2. Customers as defined in these terms and conditions of business are exclusively consumers in the sense of § 13 BGB [Civil Code], i. e. natural persons who conclude the legal transaction concerned for a purpose which cannot be assigned either to their commercial or self-employed professional activity.
3. The General Terms and Conditions of Business in the version valid at the date of concluding the contract will apply.

§ 2 Concluding the contract

1. The description of the goods on the "Westernsattelboerse" Internet site does not constitute a binding offer.
2. All customer orders represent a binding offer to conclude a purchase agreement for the goods ordered. The customer hereby also acknowledges these Terms and Conditions of Business as solely applicable for the legal relationship with the supplier.
3. The supplier will confirm receipt of the customer's order in text form (e. g. fax or E-mail). This confirmation of receipt does not represent a binding acceptance of the order.
4. The purchase agreement will only come into being if the supplier sends the customer an express confirmation of order or sends the goods ordered to the customer.

§ 3 Prices and payment terms

Used items are subject to the margin scheme; new prices are quoted inclusive of statutory Value Added Tax. The costs of carriage within Germany for saddles will be 23 €. Higher carriage costs may be incurred if the goods are shipped abroad. Please ask the supplier for details.

1. The prices current at the date of order will apply.
2. Goods will be delivered solely against cash payment in advance. The goods will only be shipped if the total sum of the order has been credited to the supplier's account.
3. The purchase price will be due on concluding the contract, without deductions. If the purchase price is not paid, the customer will automatically fall into arrears 3 weeks after the due date.

§ 4 Delivery

1. Delivery will be to the address indicated by the customer.
2. The buyer will pay the costs of carriage.

§ 5 Rights of the customer in case of defects

1. As regards the composition of the goods, it should be remembered that these are used saddles. Typical traces of wear and tear and use do not, therefore, represent defects. Furthermore, the essential features of the goods can be derived from the description on the Internet site; this should not be regarded as acceptance of a guarantee.
2. The prescription period for warranty claims will be one year from delivery of the item.
3. Otherwise, the customer's rights in the case of defects to subsequent fulfilment of the contract, withdrawal from the contract or a reduction in the contract price will be in accordance with the statutory regulations. The regulation in § 6 will apply for possible claims for damages as well as the service or instead of the service.

§ 6 Liability

1. The supplier will not be liable for minor negligent breaches of obligation, in so far as these do not relate to any major contractual obligations or guarantees or cause damage from an injury to life, the body or health.
2. If the supplier is also liable for minor negligence, his liability will be limited to the amount of foreseeable damage typical of the contract.
3. The limit of liability will also apply to the supplier's employees and agents.

§ 7 Special orders

An acceptance obligation will apply for special orders to customer specifications. A down payment of 50 % of the agreed selling price will be due when the order is placed, which is to be settled by cash in advance by a bank transfer or cash payment.

Minor deviations in form, colour or material compared with images or descriptions may occur due to the items being individually made by hand.

§ 8 Final provisions

1. The law of the German Federal Republic will apply. The applicability of mandatory standards of the country in which the customer has his usual place of residence on concluding the contract will not be affected by this choice of law.
2. If one or more of these General Terms and Conditions of Business is or becomes ineffective or unworkable, this will not impair the effectiveness of the remainder of the business conditions. The ineffective or unworkable condition will be replaced by a provision which comes as close as economically and legally possible to the parties' intention in the original regulation.

§ 9 Warranty

We provide a five year warranty on new Ralide, Blue, Equi-Fit and Equi-Flex saddle trees.
The warranty period is one year for all other parts of a new saddle.