



The following General Terms and Conditions (GTC) govern the contractual relationship between the pet owner (hereinafter referred to as the customer) and the service company "Walkingdogs – Stephanie Krendlinger" (hereinafter referred to as Walkingdogs). These terms and conditions are applicable to all services of the Walkingdogs.

1. General terms and conditions

- 1.1. The General Terms and Conditions shall be accepted as binding at the latest when the order is placed.
- 1.2. These terms and conditions apply to all services that the Walkingdogs perform for the customer, unless otherwise agreed in writing or required by law.
- 1.3. The Walkingdogs can be represented by suitable persons, who commit themselves equally to the observance of these general trading conditions, delegate orders or consult further specialists, if the situation makes it necessary. In the case of the involvement of specialists in the absence of the customer, the customer must be informed by telephone if possible; if this is not possible, the customer must be informed of the measures taken when the animal is returned.

2. Correctness of the information

- 2.1. The Walkingdogs will take as a basis the facts stated by the customer, in particular information about the behaviour, the state of health and the needs of the animal, as correct, as far as it does not determine obvious inaccuracies.

3. Obligations of the Walkingdogs

- 3.1. The Walkingdogs undertakes to treat each animal in a manner appropriate to its species, behaviour and care, to care for the animal in accordance with the instructions of the customer and to consult the veterinarian in the event of injury or illness and to inform the customer of any significant incidents.
- 3.2. If the order includes access to the customer's premises, the Walking Dogs will treat the customer's premises with the utmost care. The walking dogs also undertake not to inform any third party of the customer's absence and not to have duplicates made of keys provided or to pass these on to third parties who are not entrusted with the order. The house key will be stored securely and returned at the customer's request. The Walkingdogs is not liable for damage to the customer's premises; gross negligence and intent are excluded from this provision.

4. Obligations of the customer

- 4.1. The customer undertakes to give precise instructions for the care of the animal and to provide the feed and the necessary care material for the entire care period. Any additional expenses will be charged additionally.
- 4.2. The customer assures that the animal named in the contract is healthy and – in particular – free from infectious diseases and parasites, and also has sufficient vaccination protection. The vaccination pass must be presented unsolicited when the dog is handed in for a holiday replacement.
 - 4.2.1. The usual combination vaccination is mandatory for dogs and must be repeated annually.
 - 4.2.2. Treatment with an appropriate preparation against ticks and fleas is recommended.
- 4.3. If it is a dog, the customer expressly assures that the animal is covered by liability insurance.

- 4.4. The customer is obliged to inform the Walking Dogs in case of misconduct or special circumstances (e.g. heat, hunting instinct, tendency to run away, aggression etc.) as well as physical and mental limitations of the animal.
 - 4.5. If the customer is unable to arrive at the agreed meeting point in time, he undertakes to inform the Walkingdogs.
5. **Guarantee of success in behaviour counselling and dog training**
- 5.1. Since the success of the proposed measures depends on various factors over which the walking dogs cannot exert any influence (including the pet owner himself), no guarantee of success is given for behavioural counselling and dog training.
6. **Fees, expenses and costs**
- 6.1. Cost estimates are based on estimates and are not binding.
 - 6.2. Services exceeding the scope of the order will be invoiced according to the actual time required. The respective hourly rate is decisive.
 - 6.3. The Walkingdogs can demand advances on fees as well as regular interim invoices for services already rendered and expenses. In the event that an advance payment is requested or an interim invoice is issued, the Walking Dogs may make the provision of further services dependent on full payment of the amounts claimed.
 - 6.4. The holiday care is charged in advance and is to be paid until the beginning of the care.
 - 6.5. Bring day and pick-up day are charged as a whole day.
 - 6.6. Invoices for fees and expenses are to be paid net within 10 days at the latest and without deduction of cash discount, expenses, taxes, levies, etc. to the account specified by the Walkingdogs.
 - 6.7. If the Walkingdogs should consider a veterinary treatment necessary during the care time, then the customer agrees already at this time that the Walkingdogs gives the animal on behalf of the customer on his account in veterinary treatment. The (consequential) costs arising from this are borne solely by the customer. If the animal should fall so seriously ill that it must be put down, then this decision lies in the discretion of that veterinary surgeon, whom the customer designates before beginning of the care relations. If the customer does not designate a veterinarian, this decision should be reserved by that veterinarian, with whom the Walkingdogs constantly cooperates, unless the customer expressly excludes a falling asleep before the beginning of the care relationship. If possible, the customer will be consulted prior to veterinary treatment or euthanasia.
 - 6.8. If the pet requires special care due to unforeseeable circumstances (illness, heat, etc.), the customer shall bear the additional costs incurred.
7. **Term, termination and cancellation**
- 7.1. Dates shall be deemed to have been agreed as binding if they have been confirmed verbally or in writing.
 - 7.2. The order ends when the agreed services are fulfilled, the agreed term expires or the contract is terminated.
 - 7.3. An order concluded for an indefinite period can be cancelled in writing with a period of notice of 3 weeks to the end of a month. If no notice of termination is given, the agreement is tacitly extended by one month.
 - 7.4. After expiry of the period of notice, the Walkingdogs shall issue a final invoice for the service rendered up to the time of termination of the contract in accordance with the

effective hourly expenditure and at the applicable hourly rate plus the expenses incurred. The customer shall indemnify the Walkingdogs completely.

- 7.5. The Walkingdogs reserves the right to terminate the contract in the event of violations of the General Terms and Conditions.
- 7.6. Bookings of behavioural counselling, dog training and walking service that cannot be taken must be cancelled at least 24 hours in advance. In case of later cancellation, 100% of the amount must be charged. In case of non-compliance with an appointment, without prior cancellation, the amount will be charged at 100%.
- 7.7. Booked holiday care that cannot be taken must be cancelled immediately. The cancellation fees depend on the following periods:
 - 7.7.1. Cancellation more than 4 weeks before: free of charge
 - 7.7.2. Cancellation 4-2 weeks before: 50% of the invoice amount
 - 7.7.3. Cancellation less than 2 weeks before: 100% of the invoice amount
- 7.8. If the customer returns prematurely or picks up the dog before the end of the agreed care period, a full or partial refund of the invoice amount is excluded.
- 7.9. In the event that the pet is not collected within three days of the end of the care period or the customer accepts his pet again, the Walkingdogs is entitled to place the pet elsewhere. Should further costs arise as a result, these costs shall be borne solely by the customer.

8. Liability

- 8.1. The liability of the Walkingdogs is excluded, unless it is based on intent or gross negligence.
- 8.2. The liability is, as far as legally permissible, limited to the fee for the affected (partial) order.
- 8.3. The customer shall be liable for all damage caused to objects, people and other animals by a pet. In the case of injuries to one's own pet through one's own fault, the customer must pay for the costs incurred. Also with an infection of other animals by concealment or ignorance of an illness the customer clings and must arise for all costs resulted from it. The same applies with concealment or ignorance of an allergy or other restrictions as well as misconduct.
- 8.4. If the customer has agreed to the free run, he is aware of the associated risks. The Walkingdogs is not liable in the event of the dog running away and any consequential damage.
- 8.5. Furthermore the Walkingdogs is not liable for injuries, illnesses or other impairments of the animal, which occur during the care or afterwards.
- 8.6. The Walkingdogs accepts no liability whatsoever for personal injury, damage to property or financial loss suffered by the customer, his animal or accompanying persons as a result of the application of the measures shown or as a result of participation in training sessions. The pet owner must inform all accompanying persons of the exclusion of liability. Participation in training, fun and counselling hours is at the owner's own risk.
- 8.7. Should a pet run away contrary to expectations, the Walkingdogs is not liable for any damage to the animal or to third parties. The Walkingdogs will ensure that all necessary steps are taken, such as informing the police and the animal shelter.

9. Pictorial material

- 9.1. The customer agrees to the use of pictures taken during the support period. The pictures are used for the design of the homepage and advertising material. Should the use of images not be desired, the customer has the right to object in writing.



10. Applicable law / provisions on effectiveness

10.1. Swiss law shall apply to the orders.

10.2. Should any provision of this contract be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions.

10.3. Subsidiary agreements and amendments to the contract must be in writing to be effective.

11. Place of jurisdiction

11.1. Place of jurisdiction is Obfelden.

11.2. Date: Obfelden February 2018