

## **§ 1 Scope and Supplier**

These terms and conditions apply to all orders made by the consumer via the online shop

Musik Produktiv GmbH & Co. KG

Fuggerstr. 6

D-49479 Ibbenbüren

Germany

Trade register: HRA 4137

Managing Director: Günter Zierenberg, Marius Kleinitz

A consumer is any natural person who enters into a transaction for a purpose that is neither commercial nor can be attributed to independent vocational activity.

Service Hotline:

Monday to Friday 10:00 am - 06:00 pm and Saturday 10:00 am - 4:00 pm

Phone: +49 (0) 54 51/9 09-0

E-mail: [info@musik-produktiv.de](mailto:info@musik-produktiv.de)

## **§ 2 Contract**

§ 2.1 The product descriptions in the online shop are used to make an offer to buy. By clicking the button Add to Cart you make a binding offer to purchase. The sale of our products are only for private use in commercial quantities.

§ 2.2 We can accept your order by sending a separate order confirmation by e-mail or by delivering the goods within five days. The confirmation of receipt of the order is made by an automated e-mail immediately after placing your order and does not constitute acceptance of the contract.

§ 2.3 If our order confirmation contains clerical or typographical errors, or our pricing contains errors due to technical reasons, then we are entitled to cancel the order. Payments already made will be refunded immediately.

## **§ 3 Prices**

Prices on the product pages include legal VAT and do not include shipping.

#### **§ 4 Shipment costs**

The shipment costs can be found at our shipment costs with detailed information about every supplier country.

#### **§ 5 Conditions of delivery and retention for self-supply**

§ 5.1 The shipment will be carried out depending on the country of delivery with DHL or UPS. Bulk goods will be shipped by a conveyance.

§ 5.2 Country-specific details about the shipper, the time of delivery, potential transport costs (bulk goods) etc. can be found at our detailed delivery informations.

Important information regarding bulk goods: The carrier announces his arrival by contacting you by phone Avis. The truck driver is only responsible for the shipment through your front door or drive. He is not responsible to carry the items upstairs. This is not part of the contract with a conveyance for individually packaged goods. Thus, please take care for somebody who can help you to carry the items into your house by the time the shipment arrives (for example your neighbor).

§ 5.3 If not all of your ordered items are in stock we are able to deliver a part of them on our costs, only if this is reasonable for you.

§ 5.4 If the delivery is not possible after trying three times because of your fault, for example because you are not at home, we can cancel the contract. Your payments will be reimbursed immediately.

§ 5.5 If the ordered item is not in stock because of the fault of the distributor, we can cancel the contract. In this case we will inform you immediately and try to find an assimilable product with you. If there is no alternative product for you, we will reimburse your money directly.

#### **§ 6 Terms of payment**

§ 6.1 Payment shall be made either in advance, by credit card or PayPal. Payment methods may differ in foreign countries.

§ 6.2 In case of advance payment, we will provide our bank details in the order confirmation. The invoice is to be paid within 10 days to our account. When paying by credit card, your account will be debited upon delivery of the goods.

§ 6.3 In default of payment, interest will be charged at the base rate plus 5%. We reserve the right to claim for higher amounts.

§ 6.4 A right of set off is available if your claims are legally established in court, or are undisputed and acknowledged by us in writing.

§ 6.5 You can withhold payment only if the claims arise from the same contract.

## **§ 7 Retention of title**

The goods remain our property until full payment is made. Before transfer of title, transfer processing or alteration without our consent is prohibited.

## **§ 8 Withdrawal**

§ 8.1 Consumers have a 100 day withdrawal period.

### Withdrawal

You can cancel your contract within 100 days without giving any reason by written letter, fax or e-mail or by returning the goods within the 100 day period. The time limit begins after receipt of this notice in written form, but not before receipt of the goods. In the case of partial deliveries, not before the receipt of the first partial delivery, according to our obligations under Article 246 § 2 in connection with § 1 paragraph 1 and 2 draft Law, as well as our duties according to § 312g, paragraph 1 sentence 1 BGB in conjunction with Article 246 § 3 BGB.

The revocation must be sent to:

Musik Produktiv GmbH & Co. KG

returns department

Fuggerstr. 6

D-49479 Ibbenbüren

Germany

E-mail: [retouren@musik-produktiv.de](mailto:retouren@musik-produktiv.de)

### Consequences

In the case of an effective withdrawal, the mutually received benefits and any benefits derived (eg interest) surrendered. Can you give us the performance received, and usage (eg usage advantages) or not to issue or not, or only in deteriorated condition or in part, to the extent you have to pay compensation. The deterioration of the thing and you have to pay compensation benefits derived lead only to the extent the use or the deterioration is due to a deal with the matter, beyond the consideration of the characteristics and functioning. By "testing the properties and functioning" refers to the testing and evaluation of each commodity like about it is possible and common in a store. Package ready for shipment shall be returned at our risk. You have to bear the costs of returning the

goods if the goods ordered and if the price of the item to be returned from 40, - does not exceed EUR or if you are at a higher price the thing is not the time of withdrawal in return or have provided a contractually agreed part payment. Otherwise, the return is free of charge. Not parcel things are picked up. Obligations to reimburse payments must be made within 100 days. The period begins with the declaration of revocation or the thing for us with their receipt.

§ 8.2 Non-returnable products include goods made to the consumer's specifications or clearly personalised; copyrighted products like audio or video recordings or computer software if they are unsealed by the consumer; newspapers, periodicals or magazines.

§ 8.3 Goods should be returned and re-packed in the original packaging as received complete AS NEW condition (for example, if the packaging as been opened to examine the product, you must have done so without damaging the packaging or the product in any way).

§ 8.4 Please include the provided return of goods form with the returned goods.

§ 8.5 Please call us to inform that the goods are being returned.

§ 8.6 Note that the requirements in paragraphs 8.3 to 8.6 are not prerequisites for the right to cancel.

§ 8.a Returns and exercising the right of withdrawal

When exercising the right of cancellation (see cancellation policy), you must pay the costs of delivery to us.

## **§ 9 Transportation damages**

§ 9.1 If goods are delivered damaged, please report the damage immediately to the carrier and to us as soon as possible.

§ 9.2 Failure to report damage to the carrier does not influence your statutory warranty rights, but help us make our claims against the carrier or transport insurance carrier.

## **§ 10 Guarantee**

The warranty is subject to statutory provisions.

§ 10.a 5 Year warranty for designated products

Musik Produktiv offers a 5 year warranty on specified products via our online shop, catalog, and promotional offers.

This warranty is subordinated to the manufacturer's warranty and applies only to products purchased from Musik Produktiv GmbH & Co. KG.

A proof of purchase will be required for this 5 year warranty.

1. The warranty is limited to free removal of defects due to material or workmanship.
2. The warranty grants no right to reduce the purchase price, to rescind the contract, or for damages for non-performance.
3. Musik Produktiv will either repair a defective product or supply a replacement product at our choice. This can be an alternative product if the original product is no longer available.
4. Warranty is not extended to the following cases:
  - a) Products subject to wear.
  - b) Damage caused by improper use, lack of maintenance, or failure to follow operating instructions.
  - c) Attempted repair by unauthorized parties.
  - d) Damage caused by accident, force majeure or other circumstance for which Musik Produktiv GmbH & Co. KG is not responsible.
  - e) Minor faults which do not influence the nature of the product.
5. The guarantee applies on in connection with the original invoice or Musik Produktiv Servicepass and must be requested in writing or e-mail within the 5-year period.
6. Warranty service does not lead to the renewal or extension of the warranty period.
7. Please send a copy of the original sales invoice, Musik Produktiv-servicepass, and a description of the product fault when requesting service. We will repair or replace the faulty product as soon as technically possible.
8. Customers outside of Germany must pay shipping costs for the return of defective goods. The transport risk of sending defective goods is with the customer, while the risk of returning repaired goods to the customer lies with Musik Produktiv GmbH & Co. KG.
9. Costs of regular maintenance and service are not covered by warranty.
10. There will be no further claims for damages under the guarantee agreement with Musik Produktiv GmbH & Co. KG.

## **§ 11 Final determination**

If any provision of these Terms and Conditions are invalid, the remaining terms of the contract shall remain valid.