Terms and conditions

Here you will find the terms and conditions of NENA-Musikverlag GmbH for the NENA Shop.

Terms and conditions of NENA-Musikverlag GmbH

The following terms and conditions apply to the entire business relationship with the customer and form part of each purchase contract.

§ 1 General provisions

(1) The following terms and conditions apply to the entire business relationship with the customer. The customer acknowledges them as binding for the present contract. The customer agrees to receive electronic communications from us for contractual purposes, for example by email, and also agrees that electronic communications satisfy the form requirements for all consents and notices, unless mandatory statutory provisions require a different form.

(2) The customer waives the application of their own purchasing terms. Such terms do not become part of the contract through our silence or through delivery by us.

(3) All shipments of goods and correspondence with us must be handled through the address stated in the legal notice on our website.

§ 2 Conclusion of the contract

The presentations on our website constitute offers to conclude a purchase contract for our products. The customer accepts these offers at the end of the ordering process by clicking the “Order with obligation to pay” button, thereby concluding a binding purchase contract for the items selected by the customer.

Processing, shipping and complaints

Order processing, shipping and the handling of any complaints are carried out by:

Frank Engelhardt
NENA-Shop
Bergische Landstraße 25
51503 Rösrath
Germany

Phone: +49 40 22739602
Email: kontakt@nena-shop.de

§ 3 Right of withdrawal

(1) Customers who are consumers have a statutory right of withdrawal under Section 312g of the German Civil Code (BGB), as the online purchase of goods in this case constitutes a distance contract. Separate information about the right of withdrawal and its consequences is provided when the order is completed and transmitted in text form.

(2) If the customer exercises their right of withdrawal, they must bear the cost of returning the goods.

Further information on the right of withdrawal

Right of withdrawal

§ 4 Delivery

(1) Unless otherwise agreed, delivery is made to the address specified by the customer. We dispatch the goods after full payment has been received. Under normal circumstances, the order will reach the customer within 10 working days (Monday to Saturday, excluding Sundays and public holidays) after the customer issues the payment instruction, provided delivery is to an address in Germany. Longer delivery times must be allowed for deliveries abroad.

(2) If our supplier fails to supply the ordered goods despite a contractual obligation, we are entitled to rescind the contract, provided we are not responsible for the failure to supply. In this case, the customer will be informed without delay that the ordered product is unavailable. Any purchase price already paid will be refunded without delay.

(3) We are entitled to make reasonable partial deliveries, particularly if individual products have longer delivery periods, unless the customer exercises their right of withdrawal.

(4) Delivery is carried out by the logistics company DHL. Any differing delivery times are specifically stated on the product page or in the acceptance confirmation.

Shipping information

Further information on shipping and delivery times

§ 5 Prices, payment due date and payment, default

(1) Our prices are stated in euros (€/EUR) and include statutory VAT.

(2) The purchase price is due immediately.

(3) The value of the goods is calculated from the value of the goods ordered and available for delivery, less any credits or vouchers granted.

(4) Payment is made by PayPal or advance bank transfer. Purchase on invoice is not available. For purchases through PayPal, the relevant amount is collected before the goods are dispatched.

(5) If the customer defaults on payment, we are entitled to charge annual default interest of 5% above the base rate announced by the European Central Bank. If we incur greater loss due to the default, we are entitled to claim that loss.

(6) If the customer is in default of payment for a delivery, we may withhold further deliveries without ourselves being in default. We are not required to expressly invoke our right of retention.

(7) Timeliness of payment is determined not by the date it is sent, but by the date we receive it or it is credited to the payment destination specified by us.

Payment information

Further information on payment methods

§ 6 Rights of rescission

(1) We may rescind the contract if, after its conclusion, it becomes apparent that the prices we stated were below our actual purchase costs and we are not responsible for this because it resulted from incorrect information provided by our suppliers, and the relevant supplier would not be liable to us for the loss arising from performance of the contract.

(2) We may also rescind the contract if, after its conclusion, it becomes apparent that the prices we stated were below our actual purchase costs and we are not responsible for this because it resulted from software errors, and the relevant software manufacturer and software supplier would not be liable to us for the loss arising from performance of the contract.

(3) Our rights to avoid the contract on grounds of mistake remain unaffected by the rights of rescission described above.

(4) In the circumstances described above, NENA Musikverlag GmbH will inform the customer without delay and refund any purchase prices paid without delay.

§ 7 Packaging and shipping

(1) Goods are packaged in accordance with professional and customary commercial standards.

(2) We determine the transport route and means of transport unless a particular shipping method has been expressly agreed. Shipping is generally carried out by the logistics company DHL.

Shipping costs

Shipping and packaging within Germany cost €6.95 per delivery.

The first delivery within Germany is free when the value of the goods is €100.00 or more. If an order is split into multiple deliveries, each additional delivery incurs a shipping and packaging charge of €6.95.

The value used to determine eligibility for free first delivery is the total value of the goods in the order, less any discounts, credits or vouchers applied.

Posters are grouped into a separate delivery and shipped separately from other items. The same shipping costs and rules for a free first delivery apply to this delivery as to other deliveries.

A detailed overview of shipping and packaging costs, including costs for deliveries abroad, is available under Shipping.

Deliveries to countries outside the EU

For cross-border deliveries and shipments to countries outside the EU, any applicable taxes, customs duties or import charges must be borne by the buyer.

§ 8 Retention of title

(1) The delivered goods remain our property until payment has been made in full (goods subject to retention of title).

(2) Any insurance and compensation claims acquired by the customer due to loss of or damage to goods subject to retention of title are hereby assigned to us.

(3) If the customer is in default, they must, at our request, grant us access to goods subject to retention of title still in their possession, send us an exact list of the goods, separate them from other goods and surrender them to us.

§ 9 Liability for defects

(1) The customer has the statutory rights under the German Civil Code in respect of defects in the purchased goods. If the goods are defective, the customer may initially demand subsequent performance, meaning delivery of goods free from defects. The customer returns the defective goods initially delivered to us at our expense. If subsequent performance fails, the customer may choose to reduce the purchase price in proportion to the defect or rescind the contract entirely.

(2) If the delivered goods have obvious material defects, the customer must notify us of these defects no later than fourteen days after receiving the goods, specifying the defects and quoting the order number. Compliance with this notification period is determined by the postmark or the date on which the notice of defects is sent, not by the date we receive it. A defect is obvious if it is noticeable without particular attention. Late notification of such obvious defects results in the loss of warranty rights relating to those defects. Statutory limitation periods apply to non-obvious defects.

(3) If the customer is a merchant within the meaning of the German Commercial Code (HGB), the special duty to notify defects in commercial transactions under Sections 377 and 378 HGB remains unaffected.

§ 10 Retention and set-off

(1) The customer may exercise a right of retention only if it arises from the same contractual relationship. They may set off a counterclaim only if we do not dispute it or it has been established by a final judgment.

(2) If the customer is a merchant within the meaning of the HGB, their rights of retention are excluded.

§ 11 International transactions

All agreements with us are governed by German law. However, this does not apply insofar as a consumer residing abroad orders from us and the above choice of law would deprive them of the protection afforded by the provisions of the country in which they reside. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

§ 12 Validity

The invalidity of one or more clauses of these terms and conditions does not affect the validity of the remainder of the contract. Statutory provisions replace any invalid provision.

§ 13 Place of performance and jurisdiction

(1) The place of performance for all rights and obligations arising from the business relationship is determined by statutory provisions.

(2) If the customer is a merchant within the meaning of the HGB, the courts at our registered office have exclusive jurisdiction over all disputes arising from the contract. Our right to pursue claims against merchants in another competent court remains unaffected.

§ 14 Data protection

Information about the nature, scope, location and purpose of our collection, processing and use of the personal data required to fulfil orders can be found in the privacy policy.

§ 15 Miscellaneous

We are neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration body.