

General Terms and Conditions

NENA-Musikverlag GmbH · NENA-Shop

Here you will find the General Terms and Conditions of NENA-Musikverlag GmbH for the NENA-Shop.

The following General Terms and Conditions apply to the entire business relationship with the purchaser and form part of each contract of sale.

§ 1 General Provisions

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

(2) The purchaser waives the right to assert their own purchasing terms. Such terms do not become part of the contract through our silence or our delivery.

(3) All shipments of goods and correspondence with us must be directed to the address stated in the website's Legal Notice.

§ 2 Formation of the Contract

The presentations on our website constitute offers to enter into a contract of sale for our products. The purchaser accepts these offers by clicking the "Place Your Order" button at the end of the ordering process, thereby entering into a binding contract of sale for the products selected by the purchaser.

Order 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

Tel.: +49 40/22739602
Email: shop@nena.de

§ 3 Right of Withdrawal

(1) If the purchaser is a consumer, they have a statutory right of withdrawal under § 312g of the German Civil Code (BGB), as the purchase of goods over the internet in this case constitutes a distance contract. Separate instructions on the right of withdrawal and its consequences are provided when the order is completed and are also sent in text form.

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

Further Information on the Right of Withdrawal

[Read about the right of withdrawal](#)

§ 4 Delivery

(1) Unless otherwise agreed, goods are delivered to the address provided by the purchaser. We dispatch goods after receipt of full payment. Under normal circumstances, the order will arrive within 10 working days (Monday to Saturday, excluding Sundays and public holidays) after the purchaser has issued the payment instruction, provided delivery is to an address in Germany. Longer delivery times must be expected for deliveries abroad.

(2) If our supplier fails to supply us with the ordered goods despite a contractual obligation to do so, we are entitled to rescind the contract, provided we are not responsible for the failure to supply. In this case, the purchaser 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 purchaser exercises their right of withdrawal.

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

Shipping Information

[Further information on shipping and delivery times](#)

§ 5 Prices, Due Date, Payment and Default

- (1) Our prices are stated in euros (€/EUR), including 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 account is not available. For purchases made using PayPal, the relevant amount is collected before the goods are dispatched.
- (5) If the purchaser defaults on payment, we are entitled to charge default interest at 5% above the base rate announced by the European Central Bank per annum. If we have suffered a greater loss as a result of the default, we are entitled to claim that loss.
- (6) If the purchaser defaults on payment for a delivery, we may withhold further deliveries without ourselves being in default. We do not need to expressly assert our right of retention.
- (7) For determining whether payment is timely, the decisive date is not the date of dispatch, but the date on which we receive the payment or it is credited to the payment recipient designated by us.

Payment Information

Further information on payment methods

§ 6 Rights of Rescission

- (1) We may rescind the contract if, after the contract has been concluded, it becomes apparent that we quoted prices 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 resulting from performance of the contract.
- (2) We may also rescind the contract if, after the contract has been concluded, it becomes apparent that we quoted prices 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 resulting from performance of the contract.
- (3) Our rights to challenge the contract on the grounds of mistake remain unaffected by the rights of rescission described above.
- (4) In the cases described above, NENA Musikverlag GmbH will inform the purchaser without delay and refund any purchase price already paid without delay.

§ 7 Packaging and Shipping

- (1) Packaging is carried out 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. As a rule, goods are shipped via the logistics company DHL.

Shipping Costs

Shipping and packaging costs within Germany are €6.95 per delivery.

For orders with a goods value of €100.00 or more, the first delivery within Germany is free. If an order is split into several deliveries, shipping and packaging costs of €6.95 apply to each additional delivery.

The goods 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 granted.

For posters, the shipping costs shown on the respective product page apply regardless of the order value. Posters are shipped separately and cannot be shipped together with other items in an order.

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, the purchaser must bear any taxes, customs duties or import duties incurred.

§ 8 Retention of Title

- (1) The goods delivered remain our property until payment has been made in full (goods subject to retention of title).
- (2) Any insurance claims or claims for damages acquired by the purchaser as a result of loss of or damage to goods subject to retention of title are hereby assigned to us.
- (3) If the purchaser is in default, they must, at our request, grant us access to the goods subject to retention of title that are still in their possession, send us an accurate list of the goods, segregate them and surrender them to us.

§ 9 Liability for Defects

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

(2) If the goods delivered have obvious material defects, the purchaser must notify us of those defects within fourteen days of receiving the goods, specifying the defects and the order number. The decisive date for compliance with this notification period is not the date on which we receive the notice, but the postmark or the date on which the notice of defects was sent. A defect is obvious if it is noticeable without particular attention. Late notification of such obvious defects results in the loss of rights in respect of those defects. The statutory limitation periods apply to defects that are not obvious.

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

§ 10 Retention and Set-off

(1) The purchaser may only assert a right of retention if it arises from the same contractual relationship. The purchaser is only entitled to set off a counterclaim if we do not dispute it or it has been established by a final and binding judgment.

(2) If the purchaser is a merchant ("Kaufmann") within the meaning of the German Commercial Code (HGB), their rights of retention are excluded.

§ 11 International Transactions

All agreements with us are governed by German law. However, this does not apply if a consumer residing abroad places an order with 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 provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply.

§ 12 Severability

The invalidity of one or more provisions of these General Terms and Conditions does not affect the validity of the remainder of the contract. The statutory provisions take the place of the 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 the statutory provisions.

(2) If the purchaser is a merchant ("Kaufmann") within the meaning of the German Commercial Code (HGB), the court at our registered office shall have exclusive jurisdiction over all disputes arising from the contract. In dealings with merchants, our right to bring claims before another court of competent jurisdiction remains unaffected.

§ 14 Data Protection

Information on 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 dispute resolution body.