

General Terms and Conditions

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

General Terms and Conditions of NENA-Musikverlag GmbH

The following General Terms and Conditions apply to the entire business relationship with the customer 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 customer. The customer acknowledges them as binding for the present contract. The customer agrees to receive electronic communications from us, for example by email, for contractual purposes 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 right to assert their own purchasing terms. Such terms do not become part of the contract through our silence or through our delivery.

(3) All exchanges of goods and correspondence with us must be handled via the address specified in the legal notice on the website.

§ 2 Conclusion of the contract

The presentations on our website constitute offers to enter into a contract of sale 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 entering into a binding contract of sale for the products selected by the customer.

Order processing, dispatch and complaints

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

Frank Engelhardt
NENA-Shop
Bergische Landstraße 25
51503 Rösrath
Germany

Tel.: 040/22739602
Email: shop@nena.de

§ 3 Right of withdrawal

(1) If the customer is a consumer, they have a statutory right of withdrawal under section 312g of the German Civil Code (BGB), as the purchase of goods online, as in this case, constitutes a distance contract. Separate information on the right of withdrawal and its consequences is provided upon completion of the order 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

<https://shop.nena.de/service/widerrufsrecht/>

§ 4 Delivery

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

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

(3) We are entitled to make partial deliveries to a reasonable extent, 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 different delivery times will be specifically stated and separately identified on the product page or in the confirmation of acceptance.

Delivery information

Further information on dispatch and delivery times

<https://shop.nena.de/informationen/versand/>

§ 5 Prices, payment due dates and payment, default

- (1) Our prices are stated in euros (€/EUR) and include statutory VAT.
- (2) The purchase price is payable immediately.
- (3) The value of the goods is calculated from the value of the goods ordered and available for delivery, less any credit notes or vouchers granted.
- (4) Payment is made via PayPal or by bank transfer in advance. Purchase on account is not available. For purchases via PayPal, the corresponding amount is collected before the goods are dispatched.
- (5) If the customer is in default of payment, we are entitled to charge default interest at an annual rate of 5% above the base rate announced by the European Central Bank. If we have incurred greater loss as a result of the default, we are entitled to claim compensation for 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 assert our right of retention.
- (7) Whether payment is made on time is determined by the date on which we receive payment or on which payment is credited to the payment office specified by us, rather than the date on which payment is sent.

Payment information

Further information on payment methods

<https://shop.nena.de/informationen/zahlung/>

§ 6 Rights to withdraw from the contract

- (1) We may withdraw from the contract if, after the contract has been concluded, it transpires that we quoted prices below our actual purchase prices and we are not responsible for this because it resulted from incorrect information supplied 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 withdraw from the contract if, after the contract has been concluded, it transpires that we quoted prices below our actual purchase prices 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 the grounds of mistake remain unaffected by the rights to withdraw described above.
- (4) In the circumstances described above, NENA Musikverlag GmbH will inform the customer without undue delay and refund any purchase prices paid without undue delay.

§ 7 Packaging and dispatch

- (1) Goods are packaged in accordance with professional and customary trade practice.
- (2) We determine the route and means of transport unless a particular method of dispatch has been expressly agreed. Goods are normally dispatched via the logistics company DHL.

Delivery charges

Delivery and packaging charges within Germany are EUR 6.95 per delivery.

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

The goods value used to determine eligibility for free first delivery is the total goods value of the order, less any discounts, credit notes or vouchers granted.

For posters, the delivery charges shown on the relevant product page apply regardless of the order value. Posters are dispatched separately and cannot be sent together with other items in an order.

A detailed overview of delivery and packaging charges, including charges for deliveries abroad, is available under the "[Delivery](#)" menu item.

Deliveries to countries outside the EU

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

§ 8 Retention of title

- (1) The goods delivered remain our property until they have been paid for in full (goods subject to retention of title).
- (2) Any insurance or compensation claims acquired by the customer in respect of 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 the goods subject to retention of title still in their possession, send us a precise inventory of the goods, separate the goods from other goods and surrender them to us.

§ 9 Liability for defects

(1) Statutory rights in respect of defects apply to defects in the goods purchased. If the goods delivered are defective, the customer is entitled to the statutory remedies of supplementary performance and, subject to the respective statutory conditions, in particular a reduction of the purchase price or withdrawal from the contract.

(2) Statutory rights in respect of defects and the applicable statutory time limits remain unaffected.

(3) If the customer is a merchant within the meaning of the German Commercial Code (HGB), the duties to inspect the goods and give notice of defects under sections 377 and 378 HGB remain unaffected.

Information on the legal guarantee

Further information on the legal guarantee

<https://shop.nena.de/informationen/gewaeehrleistung/>

§ 10 Retention and set-off

(1) The customer may only assert a right of retention if it arises from the same contractual relationship. The customer 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 customer is a merchant 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 resident 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 Validity

The invalidity of one or more clauses of these General 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 in accordance with statutory provisions.

(2) If the customer is a merchant 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. Our right to bring proceedings to enforce our claims in another competent court remains unaffected in relation to merchants.

§ 14 Data protection

Information on the nature and scope, location and purpose of our collection, processing and use of the personal data required to fulfil orders is set out in the [Privacy Policy](#).

§ 15 Miscellaneous

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

Further information

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[Contact](#)

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