

With these terms and info we hope to get a satisfying process as much as possible for both of us.

1. Scope of application and conclusion of contract

General Terms and Conditions for private customers. The contract language is German. The presentation of products on our website or if available the printed catalog, brochures and/or leaflets is not a legally binding offer but only a non-binding representation of our product assortment. In our online shop a binding order for the goods in the basket is placed by clicking the "order now" button. The automatic "order overview" is sent immediately after submitting the order. This "order overview" does not yet present the purchase contract. When you place an order by e-mail, fax, phone, mail, or via our website, the contract of purchase is drawn with our separate order confirmation or e-mail with the notification that the goods were sent to you, or at the latest upon delivery of the ordered goods. The contract's content will be stored. The order details will be sent by email. The terms can be read here at any time. Former placed online orders are available in your account if you registered yourself and logged in.

2. Orders, offers and prices

Our offers, services and deliveries are provided exclusively on the basis of these general terms and conditions. All offers are not-binding and without obligation and the prior sale of articles from stock and the delivery options are subject to exceptions. The pictures, measurements, weights and characteristics of the articles in our catalogue and brochures have been made by the best knowledge based on the information from the suppliers and manufacturers but without any guarantee and liability in relation to the accuracy, completeness or precision of the information provided. Changes in design, dimension, weight, form and execution by manufacturers remain reserved.

2.1 Prices

All of our prices mentioned are displayed in EURO and include the value added tax (VAT) prescribed by law, plus shipping charges and transport insurance. There will be no VAT added to deliveries to countries outside the EU or to EU members with valid VAT-ID.

3. Withdrawal

3.1. Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods. To exercise the right of withdrawal, you must inform us Stamann Musikboxen, Hildegard Stamann, Schafskamp 2, D-27243 Prinzhöfte, Ph. (+49) 04224-264, Fax (+49) 04224/1348 or by email at stamann@jukebox-world.de of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may also use withdrawal form, but it is not obligatory. If you use this option, we will communicate to you an acknowledgement of receipt of such a withdrawal by email without delay.

3.2. Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest. You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will have to bear the direct cost of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

Exceptions from the right of withdrawal

The right of withdrawal will not apply as regards the following:

- Service contracts after the service has been fully performed if the performance has begun with the consumer's prior express consent, and with the acknowledgement that he will lose his right of withdrawal once the contract has been fully performed by the trader;
- The supply of goods made to the consumer's specifications or clearly personalized.

- The supply of sealed goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery;
- The supply of goods which are, after delivery, according to their nature, inseparably mixed with other items;
- The supply of sealed audio or sealed video recordings or sealed computer software which were unsealed after delivery;
- The supply of a newspaper, periodical or magazine with the exception of subscription contracts for the supply of such publications;
- The supply of digital content which is not supplied on a tangible medium if the performance has begun with the consumer's prior express consent and his acknowledgment that he thereby loses his right of withdrawal.

4. Delivery provision

We will deliver for as long as stocks last. There is no claim for delivery in case it is not possible to us to acquire this article. If delivery is not possible, we will notify you immediately. Our remaining stock („Clearance/ Sales/Others“) only holds small quantities or even individual pieces. In case we are unable to deliver we expressly reserve the right to non-provision of service. Already rendered payments will be immediately refunded. Further claims against us are excluded. We ship, while stocks last. There is no claim for delivery if it is not possible for us to obtain this product.

5. Shipping

Normally we ship with regular postal service or by DHL. The given estimated time of delivery (working days) refers to deliveries within Germany after placing the order resp. receiving the payment – starting with the following working day. Time of delivery to foreign countries varies and depends on local postal and parcel services, and if custom declaration is needed (Non-EU-Countries). Orders with items which require a higher care, e.g. glasses, grill screens, might take longer. We will inform you in advance. For some items, e.g. large dome glasses, special shipping methods are required, e.g. as bulky shipment, by a forwarder. We will inform you about costs in advance before sending. Shipping costs for back-orders due to supplier problems have to be paid by the customer. Some items are limited deliverable. For some items like dome glasses or grill screens we charge an extra packing fee. Detailed information is given in the adequate item description. [Shipping costs](#) will be calculated individually to give you the best rate possible. Furthermore:

Shipping within Germany: Deliveries include value added tax (VAT). The costs of returning a shipment are paid by you.

Shipping within EU: Deliveries within the European Community (EU) contain value added tax (VAT). Customers with a valid VAT-ID get their order without VAT. The costs of returning a shipment are paid by you

Shipping in a Third Country: For deliveries outside the EU resp. Third Countries we do not charge the value added tax (VAT). You are responsible for any goods sending back which also includes shipping costs. Please check for extra costs for possible customs duties as well as the import turnover tax. We have no influence on these fees and often no information on the current taxes and customs duties. The costs of returning a shipment are paid by you.

6. Warranty and guarantee

In the event that a delivered article displays evidence of material or manufacturing defects, including possible transport damage, please report such problems to us or the parcel service that dispatched your package immediately. In case you receive your package via freight forwarding and the packaging and/or the article is damaged please report such problems at the freight forwarding driver. Please have this report confirmed in writing.

For any defects or problems with the item that appear before the expiration of the legal warranty (24 months on new items, 12 months on used items), the customer may choose any of the actions to which he/she is entitled: subsequent performance in the form of repair (rework) or product replacement (subsequent delivery). In case subsequent performances are only possible at disproportionately heavy expense, we have the right to choose subsequent fulfillment. In case the customer's request necessitates an effort out of all proportion to the customer's interest we have the right to refuse subsequent fulfillment. This also comes into effect, if the supplementary performance is not possible. Except from this warranty / guarantee are damages which occur as a result of natural wear, inappropriate usage and lacking or wrong care. Any additional liability especially in combination with consequential damages and claims for damages of any type that exceed the value

With these terms and info we hope to get a satisfying process as much as possible for both of us.

of the part delivered, are excluded. Complaints and discrepancies do not release the customer from his/her payment obligation.

7. Payment, date of payment

7.1. Payments within Germany

The payment of goods for deliveries within Germany can be made via collect on delivery, via invoice, or via bank transfer. We reserve the right to exclude certain payment methods in individual cases. It is not possible to pay by cash or cheque. Liability in the event of loss shall be ruled out. In case of purchase on account (invoice, possibly for already known customers), the customer is obliged to settle the invoice within 14 days following delivery of the goods. After that we are entitled to charge you with interest according to the legal provisions. No discounts for early payments are granted. We charge the actual valid COD charges of the Deutsche Post resp. DHL for cash on delivery payments.

7.2. Payments from outside Germany /EU/NON EU

For international deliveries the payment ensues via advanced payment/bank transfer or credit card. Cash on delivery is only possible for some countries and if shipped via DHL package. If so we charge the actual valid COD charges of DHL. We reserve the right to exclude certain payment methods in individual cases. It is not possible to pay by cash or cheque. Liability in the event of loss shall be ruled out. No discounts for early payments are granted. Payments via credit card will be charged when the goods get sent out.

8. Set-off and retention

Set-off against counter demands is only permitted in as much as these have been recognized by us as existent and due, or have been established as legally effective.

9. Reservation of title

Delivered items remain our property until payment in full has been made according to the business relationship between us and the purchaser.

9.1 Account current / Balance clause (business relationship clause)

The goods supplied to the buyer remain the property of the seller until their complete payment as well as until all other liabilities of the buyer have been settled as a result of this business connection. This also applies to cases where individual claims or all claims are included in a current account, the balance of which has been calculated and acknowledged.

9.2 Extended reservation of ownership in the case of resale with anticipatory assignment clause

The buyer is only entitled to resell the goods sold under reserve according to the rules, if he assigns all present and future claims accruing from the resale to the seller (Stamann Musikboxen) when the underlying contract is concluded. If reserved goods are resold in unprocessed or processed state or in conjunction with items that are the exclusive property of the buyer, the buyer herewith and now assigns to the seller any and all receivables to their full extent arising from the resale. If goods subject to reservation of title are sold unprocessed or in combination with goods which are not the contractual partner's property, the contractual partner hereby transfers to us the claims resulting from such sale to the value of the goods subject to reservation of title together with all ancillary rights and with absolute priority. The seller hereby accepts this assignment. The buyer is entitled to collect such receivables also after the assignment. The right of the seller to demand payment remains unaffected, but obliges the seller to not demand payment as long as the purchaser fulfils their payment and other commitments properly. If necessary, the seller may demand that the buyer discloses the assigned claims and the related debtors, provides all details required to enable collection, and hands over the relevant documentation and notifies the debtors of this assignment.

9.3 Extended reservation of ownership with processing clause

Any processing or modification of goods subject to retention which is carried out on the seller's behalf shall not put the seller under any obligation. If the customer processes, connects, mixes or combines the reserved property with other merchandise not belonging to the seller, the seller becomes joint owner of the newly created article with a share corresponding to the proportion of its re-served property to the other merchandise at the time the processing, connecting, mixing or combining took place. If the buyer acquires the sole ownership of the newly created article, it is understood that the buyer will grant the seller co-ownership of the newly created article in proportion to the value of the processed, connected, mixed or combined reserved property, and hold it in safe custody for the seller free of charge.

10. Data protection

When entering a contract with us, you agree to our privacy policy, which you can access at <https://www.jukebox-world.de/en/Privacy-Policy/>. Our privacy policy can also be accessed by clicking on the link which can find at the bottom of our website.

11. Disclaimer of liability

Our liability beyond the delivery and sales conditions stated above is based exclusively on the provisions of the above paragraphs. Any and all claims not expressly granted herein including damages under what title ever, also claims arising from violation of accessory contractual obligations, pre-contractual obligations and from illicit action, are excluded irrespective of the legal ground they arouse from. This does not apply to damage caused intentionally or by gross negligence or in cases where liability is prescribed by law. With the publication of new price lists and catalogs all past offers lose their validity. (Bestimmungen des Urheberrechts (UrhG)).

12. Disclaimer of external links

The company Stamann Musikboxen - Hildegard Stamann gives internet links to other sites on its homepage. The following applies to all these links: Stamann Musikboxen - Hildegard Stamann expressly declares that we do not have any influence whatsoever on the design and content of linked pages and cannot monitor how the providers of these pages handle the information. We thus explicitly distance ourselves herewith to all contents of the linked pages from www.jukebox-world.de and state that third party contents are not our own. This disclaimer applies to all featured links and for the contents of all websites to which these links guide.

13. Validity

If any provision of these General Terms and Conditions is or becomes invalid, the other provisions and any contracts concluded pursuant to these provisions shall not be affected thereby.

14. Place of Jurisdiction

In accordance with EU-regulation ((EU) No. 524/2013), we are obligated to make a direct link available for online dispute resolutions within the EU's online dispute resolution platform. [Link to the European Commission's online platform for extrajudicial online dispute resolution](#) | Email: stamann@jukebox-world.de. We are not obliged to participate any conciliation procedure and do not offer to do so.

15. Applicable law

This agreement between the parties (Stamann Musikboxen and the buyers) shall be governed by German law and shall be subject to the exclusive jurisdiction of the German Courts. The application of the UN arrangement about contracts about the international goods purchase from the 11.04.1988 is excluded. With the publication of new price lists and catalogs all past offers lose their validity.

16. © Copyright

The content of this website are based on German copyright act (UrhG). To copy any pictures, written words or other content of this site needs the owner's agreement in a written form. To download or save any content of this site is only allowed for private use, not for any commercial purpose. If any content of this site wasn't created by the owner of this site, copyrights of third party have been respected. In particular such a content is marked. In case you will be aware of any copyright infringement which was done by accident, we appreciate your information. We will delete those contents right away.

17. Imprint

Stamann Musikboxen

Authorised to represent: Hildegard Stamann

Schafskamp 2 | 27243 Klein Henstedt | Deutschland

Phone: 04224-264 | Fax: 04224-1348

Email: stamann@jukebox-world.de | www.Jukebox-World.de

VAT-ID: DE249241577

Klein Henstedt, January 2018