

# Standard Business Terms and customer information

## I. Standard business terms

### § 1 Basic provisions

(1) The following business terms are applicable to all the contracts, which you conclude with us as a supplier (Musikhaus Kirstein GmbH) via the [www.kirstein.de](http://www.kirstein.de) website. Unless otherwise agreed upon, the inclusion, if necessary, of your own conditions is ruled out.

(2) A 'consumer' in the sense of the following regulations is every natural person who concludes a legal transaction which, to an overwhelming extent, cannot be attributed to either his commercial or independent professional activities. The term 'businessman' refers to every natural person, legal person or legally responsible partnership that concludes a legal transaction in pursuance of his/its independent professional or commercial activity.

### § 2 Conclusion of the contract

(1) The subject-matter of the contract is the selling of products .

(2) As soon as you place the respective product on our website, we shall submit to you a binding offer to conclude a contract via the online shopping cart system under the conditions specified in the item description.

(3) The purchase agreement takes place via the online shopping cart system as follows:

The products intended for purchase are moved to the "shopping cart". You can select the shopping cart using the appropriate buttons on the navigation bar and make changes there at any time.

After accessing the "Checkout" page and entering your personal data as well as the payment and shipping conditions, you are finally shown the order data again as an order overview.

If you use an instant payment system (e.g. PayPal/PayPal Express, Amazon Payments, instant transfer) as your payment method, you will either be taken to the order overview page in our online shop or forwarded to the website of the provider of the instant payment system.

If you are forwarded to the relevant instant payment system, choose and/or enter your data as appropriate. Finally, on the website of the provider of the instant payment system or, after you have been directed back to our online shop, the order data will be displayed as an order overview.

Before submitting the order, you have the option once more to review or change (you may also use the "Back" button on your web browser) any information on the order summary page, or to cancel the purchase.

By clicking the "purchase" button to submit the order, you declare acceptance of the order in a legally binding way by which the purchase agreement takes place.

(4) You are not bound by your enquiries regarding the creation of an offer that have been conveyed to us. We supply you with a textual and binding offer (e.g. via e-mail), which you can accept within a period of 5 days.

(5) The execution of the order and the sending of all the details necessitated by the conclusion of the contract take place via e-mail, in a partially-automated manner. Consequently, you have to ensure that the e-mail address that you have deposited with us is the correct one, and that the receipt of the respective e-mails is guaranteed. In particular, you have to ensure that the respective e-mails are not blocked by a SPAM filter.

### § 3 Special agreements related to the offered payment methods

(1)

#### Payment options from Klarna

In cooperation with [Klarna Bank AB \(publ\)](#), Sveavägen 46, 111 34 Stockholm, Sweden, we offer the following payment options. Payment is always made to Klarna:

- **On account:** The payment term is 14 days from the date of dispatch of the goods/tickets or, in case of other services, from the date the service is made available. For full conditions of on account purchases for countries where this payment method is available, please click here: [Germany](#), [Austria](#).
- **Payment in instalments:** Klarna's financing service allows you to pay for your purchase in fixed or flexible monthly instalments according to the conditions indicated in the checkout section. The instalments are due at the end of each month after Klarna has sent you a monthly invoice. For more information on paying in instalments, including the General Terms and Conditions and Standard European Consumer Credit Information for countries where this payment method is available, click here (only available in the countries indicated): [Germany](#), [Austria](#).
- **Instant bank transfer:** Available in Germany and Austria. Your account will be debited immediately after placing the order.
- **Direct debit:** The direct debit is made after the goods have been shipped. You will be informed by e-mail when the money is taken from your account.

The use of the on account and/or in instalments and/or direct debit payment methods requires a positive credit check. In this respect, we will forward your data to Klarna for the purpose of address and creditworthiness checks before we can accept the purchase and issue the purchase agreement. Please understand that we can only offer you those payment methods that are permitted based on the results of the credit check.

You can find further information and Klarna's terms of use [here](#). General information about Klarna can be found [here](#). Klarna will treat your personal data in accordance with the applicable data protection regulations and in accordance with the information in [Klarna's Privacy Policy](#).

For more information about Klarna, please click [here](#). The Klarna app can be found [here](#).

### § 4 Right of retention, reservation of proprietary rights

(1) You can only exercise a right of retention if the situation in question involves claims arising from the same contractual relationship.

(2) The goods remain our property until the purchase price is paid in full.

**(3)** If you are a businessman, the following conditions also apply:

- a) We retain ownership of the goods until all the claims arising from the ongoing business relationship have been settled in full. The goods subject to retention of title may not be pledged or transferred by way of security before ownership of the said goods changes hands.
- b) You can re-sell the goods within the framework of an orderly transaction. In this regard, you hereby cede all the claims amounting to the magnitude of the billing amount that accrue to you as a result of the re-selling operation to us, and we accept the cession. Furthermore, you are authorised to collect the claim in question. However, insofar as you do not discharge your payment obligations in an orderly fashion, we reserve the right to collect the claim ourselves.
- c) In a situation involving the combination and amalgamation of the goods subject to retention of title, we acquire co-ownership of the newly-formed item. This co-ownership corresponds to the ratio that exists between the invoice value of the goods subject to retention of title and the other processed items at the time of processing.
- d) If you make a request of this nature, we shall be obligated to release the securities that are due to us, to the extent that the realisable value of our securities exceeds the claim to be secured by more than 10%. We are responsible for selecting the securities to be released.

## **§ 5 Warranty**

**(1)** The statutory warranty rights are applicable.

**(2)**

Insofar as you are informed by us prior to submission of the contractual declaration and this has been expressly and separately agreed, the claims for defects are excluded in the case of used goods if the defect only becomes apparent after the expiry of one year from delivery of the goods. If the defect becomes apparent within one year from delivery of the goods, the claims for defects may be asserted within the statutory limitation period of two years from delivery of the goods. The above limitation shall not apply

- for culpable damage attributable to us arising from injury to life, limb or health and in the case of other damage caused intentionally or by gross negligence;
- insofar as we have fraudulently concealed the defect or have assumed a guarantee for the quality of the goods.

**(3)** As a consumer, you are requested to promptly check the product for completeness, visible defects and transport damage as soon as it is delivered, and promptly disclose your complaints to us and the shipping company in writing. Even if you do not comply with this request, it shall have no effect on your legal warranty claims.

**(4)** If a characteristic of the goods deviates from the objective requirements, the deviation shall only be deemed to be agreed if you were informed of the same by us before submitting the contractual declaration and the deviation was expressly and separately agreed between the contracting parties.

**(5)**

Insofar as you are an entrepreneur, the following shall apply in deviation from the above warranty provisions:

- a) Only our own specifications and the manufacturer's product description shall be deemed agreed as the quality of the goods, but not other advertising, public promotions and statements by the manufacturer.
- b) In the event of defects, we shall, at our discretion, provide warranty by rectification of the defect or subsequent delivery. If the rectification of defects fails, you may, at your option, demand a reduction in price or withdraw from the contract. The rectification of defects shall be deemed to have failed after a second unsuccessful attempt, unless the nature of the goods or the defect or other circumstances indicate otherwise. In the event of rectification of defects, we shall not be obliged to bear the increased costs arising from the transport of the goods to a place other than the place of performance, unless such transport is in accordance with the intended use of the goods.
- c) The warranty period shall be one year from delivery of the goods. The shortening of the period shall not apply
  - for culpable damage attributable to us arising from injury to life, limb or health and for other damage caused intentionally or by gross negligence;
  - insofar as we have fraudulently concealed the defect or have assumed a guarantee for the quality of the item;
  - in the case of items which have been used for a building in accordance with their customary use and have caused its defectiveness;
  - in the case of statutory rights of recourse that you may assert against us in connection with rights arising from defects.

## **§ 6 Choice of law, place of fulfilment, jurisdiction**

**(1)** German law shall apply. This choice of law only applies to customers if it does not result in the revocation of the protection guaranteed by the mandatory provisions of the law of the country in which the respective customer's usual place of residence is located (benefit-of-the-doubt principle).

**(2)** If you are not a consumer, but a businessman, a legal entity under public law or an institutional fund governed by public law, our place of business is the place of jurisdiction as well as the place of fulfilment for all services that follow from the business relationships that exist with us. The same condition applies to situations in which you are not associated with a general place of jurisdiction in Germany or the EU, as well as situations in which the place of residence or the usual place of residence is not known at the time of commencement of proceedings. This has no bearing on the capacity to call upon the court associated with another place of jurisdiction.

**(3)** The provisions of the UN Convention on Contracts for the International Sale of Goods are explicitly inapplicable.

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## **II. Customer information**

### **1. Identity of the seller**

Musikhaus Kirstein GmbH  
Bernbeurener Str. 11  
86956 Schongau  
Germany  
Telephone: 08861 909494 0  
E-Mail: kundenservice@kirstein.de

**Alternative dispute resolution:**

The European Commission provides a platform for the out-of-court resolution of disputes (ODR platform), which can be viewed under <https://ec.europa.eu/odr>.

We are not willing to enter into dispute resolution proceedings before the consumer arbitration board.

**2. Information regarding the conclusion of the contract**

The technical steps associated with the conclusion of the contract, the contract conclusion itself and the correction options are executed in accordance to the regulations "conclusion of the contract" in our standard business terms (part I.).

**3. Contractual language, saving the text of the contract**

3.1 Contract language shall be English.

3.2 The complete text of the contract is not saved with us. Before the order is sent, via the online - shopping cart system the contract data can be printed out or electronically saved using the browser's print function. After the order is received by us, the order data, the legally-mandated details related to distance selling contracts and the standard business terms are re-sent to you via e-mail.

3.3 You will be sent all contractual information within the framework of a binding offer in written form, via E-mail for example, for quotation requests outside of the online shopping basket system, which can be printed out or saved electronically in a secure manner.

**4. Codes of conduct**

4.1 We are voluntarily subject to the Käufersiegel quality criteria of Händlerbund Management AG which can be viewed at: <https://www.haendlerbund.de/de/downloads/kaeufer-siegel/kaeufer-siegel-zertifizierungskriterien.pdf>.

4.2 We are voluntarily subject to the Trusted Shops GmbH code of ethics, which can be viewed at: [http://www.trustedshops.com/tsdocument/TS\\_QUALITY\\_CRITERIA\\_de.pdf](http://www.trustedshops.com/tsdocument/TS_QUALITY_CRITERIA_de.pdf).

**5. Main features of the product or service**

The key features of the goods and/or services can be found in the respective quote.

**6. Prices and payment arrangements**

6.1 The prices mentioned in the respective offers represent total prices, as do the shipping costs. They include all the price components, including all the incidental taxes.

6.2 The dispatch costs that are incurred are not included in the purchase price. They can be viewed by clicking the appropriate button on our website or in the respective quote, are shown separately over the course of the order transaction and must additionally be borne by you, insofar as free delivery is not confirmed.

6.3 If delivery is made to countries outside of the European Union, we may incur unreasonable additional costs, such as duties, taxes or money transfer fees (transfer or foreign exchange fees charged by the banks), which you must bear.

6.4 You must also bear the costs arising from money transfers in cases in which the delivery is made to an EU Member State, but the payment is initiated outside of the European Union.

6.5 The payment methods that are available to you are shown by clicking the appropriate button on our website or are disclosed in the respective quote.

6.6 Unless otherwise specified for the respective payment methods, the payment claims arising from the contract that has been concluded become payable immediately.

**7. Delivery conditions**

7.1 The delivery conditions, delivery date and existing supply restrictions, if applicable, can be found by clicking the appropriate button on our website or in the respective quote.

7.2 If you are a consumer, the following is statutorily regulated: The risk of the sold item accidentally being destroyed or degraded during shipping only passes over to you when the item in question is delivered, regardless of whether or not the shipping operation is insured. This condition does not apply if you have independently commissioned a transport company that has not been specified by us or a person who has otherwise been appointed to execute the shipping operation.

If you are a businessman, the delivery and shipping operations take place at your own risk.

**8. Statutory warranty right**

Liability for defects is governed by the "Warranty" provisions in our General Terms and Conditions of Business (Part I).

These SBTs and customer details were created by the lawyers specialising in IT law who work for the Händlerbund, and are constantly checked for legal conformity. Händlerbund Management AG guarantees the legal security of the texts and assumes liability in case warnings are issued. More detailed information can be found on the following website: <https://www.haendlerbund.de/de/leistungen/rechtssicherheit/agb-service>.

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