

General terms and conditions of sale and delivery of SHIROKKO e.K., registered in Munich, Germany.

1. General

These general terms and conditions shall apply to all offers of SHIROKKO MUSIK and the webshop SHIROKKO ONLINE: These general terms and conditions shall apply to all our offers, contracts of sale and to the deliveries resulting from them. Any applicability of general terms and conditions used by the other party is hereby excluded explicitly. Any divergences from these general terms and conditions shall only be binding on us if we will have confirmed such divergences in writing.

Parts of the offers might be extended, changed or deleted by the company SHIROKKO e.K. without separate announcement. These general terms and conditions shall apply only to private persons for their orders also in the future.

2. Formation of agreements

Our offers, made orally or in writing, via Fax or e-mail (in our online-shop by pushing the button 'check out') shall be without any engagement. We shall only be bound after we have accepted an order by means of an offer or invoice, even if we have made an offer in writing.

3. Prices

3.1 Our prices include the VAT tax valid at the day of order. The prices exclude post and package, unless the order value is more than EUR 50,-.-.

3.2 The amount of the invoice has to be transferred exclusively to the bank account marked on the invoice, without any reduction.

3.3. The amount is payable immediately after delivery. We reserve the right to charge arrear interest 8 % higher than the actual rate pro annum.

3.4 All our offers are without obligation. We shall have the right to change prices due to our prime costs.

4. Payment

4.1 The customer may choose between "Delivery per invoice" or "Bank Charge"

4.2 Delivery per Invoice

The invoice is included in the package and is payable immediately, at last within 7 days after delivery. If the customer does not pay his invoices in time, we reserve the right to refuse further orders or to fulfill them only with payment in advance.

4.3 Payment per Bank Charge

All deliveries, within or outside Germany, follow the rules and regulations of the Single Euro Payments Area (SEPA). The customer has to send us the "SEPA Debit Mandate", completed and signed, by post or e-mail. His order will be shipped after the SEPA Mandate has arrived. The form will be sent by us to the customer, or can also be downloaded from our website www.shirokko.de.

5. Transport and freight charges

5.1 All goods will be sent by DHL/Deutsche Post.

5.2 Within Germany we charge EUR 3,00 for each delivery. Within Europe we charge EUR 5,00 for each delivery. Freight charges for deliveries outside Europe must be paid in total by the customer.

6. Delivery

6.1 All goods that are in stock will be sent within 2 - 4 working days, unless otherwise arranged.

6.2 Goods that are not in stock or have to be ordered by special request of the customer, may take a delivery time up to some weeks, especially for imported goods. In these cases the customer will be supplied with an expected time of delivery.

6.3. In case the delivery can not be completed by reasons that lie out of our responsibility, we can not be punished by law.

7. Transport risks

As soon as the delivery has been shipped (or delivered to DHL), the transport risks are subject to the customer, no matter who has paid the freight charges.

The customer has to take care that the delivery can be forwarded to him personally. In case the delivery has to be shipped to a company's address, please note the department already on your order.

In case the delivery has been shipped to a company's address but could not be forwarded to the customer, the customer has to organize the inquiry which does not release him from his payment duty.

8. Force Majeure

In the case of force majeure we shall have the right to suspend the execution of the agreement until the force majeure event will have ended, or to terminate the agreement, in as far as not yet executed, fully or partially without any judicial intervention or payment of any compensation by us being required. A force majeure event shall be understood to include all that occurs in all fairness beyond our direct control, like strikes, interruptions in the supply of power, interruptions in the internet, server problems, transport prohibitions, fire, floods, riots or war.

9. Retention of title

9.1 We shall retain the title to all goods delivered by us to the other party until the full purchase price, inclusive of interests and costs, for such goods shall, has been paid entirely. The retention of title shall also apply to future contracts.

9.2 The customer shall be allowed to use the delivered goods in a usual way but may be obliged not to damage the goods in any way until full payment of the price.

10. Complaints

10.1 Compact discs are excluded from exchange generally. Only compact discs that have been delivered factory sealed may be exchanged when the seal is not broken.

10.2 We carefully check all goods before we deliver them. If a compact disc has an invisible defect and can not be used by the customer in a regular way, the customer has the right to send the goods back and ask for substitution.

10.3 The customer has to submit his complaints within 14 days after delivery. His right for complaining ends after 12 months, according to German laws.

10.4 Should we not be able to substitute goods with a defect (in case the goods can not be ordered at the manufacturer any more), the customer has the right to cancel his order.

10.5 Complaints will not be accepted when goods have been damaged by unlikely treatment or manipulation after they left our company. If the customer has damaged the goods his right for complaint will be rejected.

11. Cancellation rights

The customer has the right to withdraw his order within 14 days. His cancellation may be given by post or e-mail to

SHIROKKO e.K
Postfach 101246
D-80086 München
e-mail : info@shirokko.de

The customer has to return the goods immediately, at latest within fourteen days. After we receive the goods, we will refund the whole amount including freight or post charges immediately, not later than after fourteen days. The costs for returning the goods have to be paid by the customer.

Compact Discs or DVDs that have been delivered factory sealed are excluded from cancellation, if the sealed package has been opened by the customer. If a factory sealed CD or DVD shows a fabrication defect, we will replace it by a faultless issue.

12. Balance

If the customer has any unmistakable rights against SHIROKKO e.K., he may settle the amount only when his rights are resulting from the same contract or order.

13. Validity

13.1 These terms and conditions, like all other business contracts, are according to the laws of the Federal Republic Of Germany and shall be governed by German law.

13.2 The competent court for all parties is Munich, Germany. Arbitration proceedings shall be conducted in the German language.

13.3 All agreements regarding contracts between SHIROKKO e.K. and other parties are hereby written. If parts of these terms and conditions shall be incomplete or incorrect now or in the future, the terms and conditions are not invalid in their entirety.

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The original of these terms has been written in German language.
Translation problems or false terms do not invalidate the terms in
their entirety.

Munich, January 10th , 2016

This version substitutes all former versions.

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