

§ 1 General

1. These General Terms and Conditions of Business shall apply to business relationships of any kind between Heikenfeld Audio Solutions UG (haftungsbeschränkt), Röntgenstr. 1a, 46242 Bottrop - Germany (hereinafter referred to as „Heikenfeld Audio Solutions“) and our customers. Customers may be businesses or consumers. A consumer shall mean any natural person who concludes a legal transaction for purposes that can be primarily attributed neither to a trade nor a profession (§ 13 of the German Civil Code). A business shall mean a natural or legal person or a partnership with legal capacity which, in concluding a legal transaction, is acting in the exercise of its trade or profession (§ 14 of the German Civil Code).
2. We do not acknowledge contrary conditions deviating from our General Terms and Conditions unless we have expressly agreed to their validity. Our General Terms and Conditions also apply when we do deliver implicitly, although being informed of a contrary and deviating condition.

§ 2 Offer and conclusion of contract

1. The product display on our website including our online store www.threebananasamps.com, circulars, newsletters, catalogues and other advertisements does not constitute a legally binding offer. Instead, it is merely a non-binding catalogue of the range of products available. By clicking 'Buy', in our online shop, the customer makes a legally binding commitment to purchase the goods in the shopping basket. The customer shall receive an order confirmation immediately after the order has been submitted. The purchase contract is only concluded with our separate order confirmation. The contract is stored, and the order data and General Terms and Conditions are sent to the customer by email. The customer can, if registered, view transacted online store orders in the customer log-in area.
2. Heikenfeld Audio Solutions reserves the right to refuse to perform the service promised if it becomes apparent after concluding the contract that the goods are not available although a corresponding contractual transaction has been concluded. In such a case, the customer shall be notified immediately. Any considerations which have already been provided shall be reimbursed without delay. Further claims against Heikenfeld Audio Solutions are excluded.
3. The contractual language is German.

§ 3 Delivery

1. Prices shown are including VAT, if nothing other stated. Depending on the tax rules of your country, VAT may be added to the invoice or may be payable at your local customs office. Additional costs for packaging and shipping may apply.
2. Shipping Costs for domestic deliveries within Germany and other countries are shown on our website www.threebananasamps.com under “Order, Payment and Delivery”, respectively the shipping costs are calculated during checkout as soon as the destination country and the postal code have been entered. Additional customs duties and charges for deliveries to countries outside the EU (third countries) shall be borne by the customer.
3. If the customer is a business (as per § 14 German Civil Code), delivery shall generally take place at the customer’s risk. This also applies for partial deliveries. If the customer is a consumer within the meaning of § 13 German Civil Code, the risk of accidental loss and accidental deterioration of the sold goods shall only pass to the customer upon handover of the item, even in case of sales involving the carriage of goods. Handover shall be deemed to have taken place even if the buyer delays in accepting the goods. Delivery shall be to the delivery address specified by the customer.
4. The goods must be thoroughly inspected by the customer or an authorised individual upon receipt in order to detect any transportation damage if the customer is a merchant within the meaning of the German Commercial Code. Customers who are merchants within the meaning of the German Commercial Code must ensure that any transportation and packaging damage detected is confirmed in writing by the carrier upon delivery and reported. We also ask, without legal obligation, that customers who are consumers notify us of any clearly identifiable transportation damage.
5. If in case of delivery the acceptance is declined by the customer, if the customer has stated an inaccurate delivery address or if the goods cannot be delivered due to other reasons that are the customer’s risk, the customer is obliged to bear all freight costs and fees.
6. As far as a cooperation of the customer is necessary, the delivery period shall not begin to run until the customer has fulfilled this duty.
7. As a rule, all products are manufactured to order. Exceptions to this are used items or items on display. In our online store www.threebananasamps.com, the expected delivery times can be viewed on the product page and in the checkout area.
8. Obstacles beyond the freight forwarder’s control relieve him, for their duration, from the duties that are affected by these obstacles. Obstacles can be strikes and lockouts, force majeure, riots, war or terroristic acts,

administrative measures as well as other unforeseeable, unavoidable, and major events. These events can also be deemed unforeseeable and unavoidable (e.g., delay in delivery by subcontracting companies, lack of raw material or energy, considerable operational disturbances due to, e.g., the complete or partial destruction of the business or the breakdown of an indispensable manufacturing plant), when they would make the delivery unreasonably hard or temporarily impossible. In case of an exempted obligation to perform, every contractual party is obliged to immediately notify the other party and to reduce the repercussions on the other party as much as possible. If the performance is permanently impossible, the customer's statutory rights remain unaffected.

§ 4 Statutory right of withdrawal

1. Statutory right of withdrawal

If the customer is a consumer (as per § 13 of the German Commercial Code), he/she shall be entitled to withdraw from this Contract within fourteen (14) days without giving any reason for doing so. The deadline for withdrawal shall be fourteen (14) days from the date on which the customer or a third party appointed by the customer, who is not the carrier, takes possession of the final goods delivered.

To exercise the right of withdrawal, the customer must inform us (Heikenfeld Audio Solutions) of their decision to withdraw from this contract by means of a clear statement. The following options are available for this purpose:

1. by mail to: Heikenfeld Audio Solutions UG (limited liability), Röntgenstr. 1a, 46242 Bottrop. You may use the sample withdrawal form available for download at www.threebananasamps.com. However, you are not required to use the sample form.
2. by email to: service@heikenfeldaudio.com. You may use the sample withdrawal form available for download at www.threebananasamps.com. However, you are not required to use the sample form.
3. via "Withdraw From Contract" button, located in the footer of our website www.threebananasamps.com. There, the customer can electronically fill out and submit another explicit statement. If this option is used, a confirmation email regarding the receipt of such a withdrawal will be sent immediately.

The withdrawal deadline shall be deemed to be met if the customer sends the communication concerning the exercise of the right of withdrawal before the expiry of the deadline.

2. Consequences of withdrawal

If the customer withdraws from this contract, we must reimburse any payments we have received from the customer, including delivery costs (excluding any additional costs incurred if the customer has selected a different type of delivery to the cheapest standard delivery option offered by us) without delay, but no later than fourteen (14) days after the day on which we receive the notice of the customer's withdrawal from this Contract. We will use the same payment method the customer used for the original transaction to provide the reimbursement, unless otherwise expressly agreed. Under no circumstances will the customer be charged a fee for this refund. We may withhold the reimbursement until we have received the returned goods or until the customer has provided proof that the customer has returned the goods, whichever is earlier.

The customer must return or hand over the goods to us without delay and no later than fourteen (14) days from the date on which we received notification of the withdrawal from the contract. The deadline is deemed to be met if the customer sends the goods before the expiry of the fourteen-day deadline. The customer shall bear the costs of returning the goods.

The customer shall only be liable for any diminished value of the goods if this loss in value is attributable to any use or handling of the goods which is not deemed necessary to verify the condition, features and functioning of the goods.

3. Exclusions from the statutory right of withdrawal

The statutory right of withdrawal shall not apply in the following cases:

- Delivery of goods which are not prefabricated and have been manufactured based on personal choice or according to customer specifications, or of goods which have clearly been tailored to the customer's personal requirements.
- Delivery of sealed goods which are not suitable to be returned for reasons relating to health protection or hygiene if their seal has been removed after delivery.

Customers from non-EU countries do not have a right of withdrawal.

§ 5 Warranty and compensation

1. If the customer is a consumer, the warranty period for new items shall be 24 months. The period shall commence upon transfer of risk. Conversely, the warranty period for used items shall be 12 months unless Heikenfeld Audio

Solutions is liable without limitation in accordance with § 5 item 7, in particular for detriment to life, body and health.

2. If the customer is a business, the warranty period for new items shall be one year and six months from the transfer of risk, and for used items six months from this date, unless Heikenfeld Audio Solutions is liable without limitation in accordance with § 5 item 7, in particular for detriment to life, body and health.
3. Defects or any other damage caused by negligent or improper treatment of the goods, improper installation, the use of unsuitable accessories or changes made to the original parts by the customer or a third party not commissioned by Heikenfeld Audio Solutions are not covered by the warranty.
4. Signs of wear and tear from normal use are also excluded from the warranty.
5. If the customer accepts the goods or the object of the order despite being aware of a defect, he/she shall only be entitled to assert warranty claims to the extent described below if he/she has expressly reserved the right hereto in writing immediately after receiving the goods.
6. Warranty claims on the grounds of transportation damage may only be asserted by the customer if the obligation to inspect and report in accordance with § 3 item 4 has been fulfilled. This does not apply if the customer is a consumer.
7. Heikenfeld Audio Solutions shall be liable for damage arising from causes other than the detriment to life, body and health only to the extent that such damage arises from willful misconduct, gross negligence or the culpable violation of a fundamental contractual obligation on the part of Heikenfeld Audio Solutions or a vicarious agent (e.g., the delivery service) of Heikenfeld Audio Solutions. Any further liability for damages shall be excluded. The provisions of the German Product Liability Act shall remain unaffected. In the event of a negligent breach of a material contractual obligation, the liability of Heikenfeld Audio Solutions shall be limited to foreseeable damage.
8. Information on the duration of repairs is in principle non-binding, unless a date for completion has been agreed in writing. During the repair time there is no claim to loan devices.
9. The usual and product-typical wear and tear of wearing parts such as potentiometers, switches and tubes is not covered by the warranty.

§ 6 Extended warranty

In addition to the statutory warranty, Heikenfeld Audio Solutions shall also provide a three-year (3-year) guarantee for the first owner in accordance with the following conditions:

1. Heikenfeld Audio Solutions provides a guarantee for any defects arising during a period of three years from the transfer of the risk which can be proven to have been caused due to a material deficiency or a manufacturing error. Only customers who are consumers can assert claims under the guarantee. Claims are non-transferable.
2. The following are excluded from the guarantee:
 - Used equipment
 - Product defects caused because of failure to follow the instructions for use or of inappropriate use, exceptional environmental conditions, extraneous operating conditions, excessive strain or a lack of maintenance or care
 - Product defects caused using accessories or supplementary or replacement parts which are not original components
 - Products which have been modified or supplemented
 - Slight deviations from the intended state which do not significantly affect the product's value or its suitability for use
 - Wear parts such as potentiometers, switches and tubes that are subject to normal and product-typical wear and tear
3. Guarantee claims must be asserted within the official guarantee period by submitting the original invoice. In any case, the product shall be returned exclusively to the dealer from whom the product was purchased. The dealer is responsible for further processing. If this is no longer possible, the distributor of the respective country should be contacted. In the last instance, Heikenfeld Audio Solutions can be contacted.
4. Product defects which are recognized by Heikenfeld Audio Solutions as being subject to the guarantee obligation shall be remedied as follows: at our discretion, the defective product shall either be repaired free of charge or replaced with a fully functional product (a subsequent model if necessary). Products and components which have been replaced shall become the property of Heikenfeld Audio Solutions.
5. Claims other than the right to remedy defects referred to in these terms and conditions of guarantee are not covered by this guarantee.
6. If during the inspection of the product by an authorized dealer, distributor or by the guarantor itself, it is determined that the warranty claim asserted concerns a defect not covered by the warranty or that the warranty period has expired, the costs of the inspection and repair shall be borne by the customer.
7. Shipping costs from the customer to the authorized dealer, distributor or to the guarantor shall be borne by the customer. In case of a justified warranty claim, the costs of return shipping to the customer shall be borne by the dealer, distributor or guarantor.

8. The guarantee period for the product shall neither be extended nor renewed as a result of the provision of services under the guarantee.
9. The customer's warranty rights in accordance with § 5 and with the statutory regulations shall not be restricted by these terms and conditions of guarantee.

§ 7 Due date and payment terms

1. Unless otherwise agreed in writing, invoices from Heikenfeld Audio Solutions must be paid in full without delay. Orders paid in advance will be processed and shipped upon receipt of payment. For payments by credit card, the total amount is reserved on the customer's credit card directly when the online order is made, and the actual debit is then also made immediately or at next possible time.
2. For payment in advance via bank transfer (in Euro) we grant a 3% discount on the net value of the goods.
3. Heikenfeld Audio Solutions reserves the right to decline cheques and other non-cash means of payment. Acceptance of these methods shall be for the purpose of payment only. Foreign currency payments shall be credited according to our bank statement. Bank charges are to be paid by the customer.
4. The legal rules concerning the consequences of late payment apply, if not otherwise agreed. After an extension period of two weeks, we shall be entitled to reject further fulfillment and demand 20% of the purchase price as a flat rate compensation if the customer is in default and/or the customer refuses the ordered goods and/or declares the cancellation of contract. If Heikenfeld Audio Solutions is able to prove that greater damages were suffered as a result of the default, Heikenfeld Audio Solutions shall be entitled to assert the corresponding claims on these grounds.

§ 8 Title Retention

1. In case of contracts concluded with consumers, Heikenfeld Audio Solutions shall reserve the right of retention for the goods until the purchase price has been paid in full.
2. If the customer is a merchant within the meaning of the German Commercial Code, the goods supplied shall remain the property of Heikenfeld Audio Solutions until all outstanding claims against the customer, including any existing ancillary receivables, have been paid in full.
3. The customer shall not be entitled to sell the goods to third parties or to take any other measures which could put the ownership of Heikenfeld Audio Solutions at risk until the purchase price has been paid in full. The customer hereby assigns to Heikenfeld Audio Solutions any future claims against the

buyer in the amount of the purchase price agreed between Heikenfeld Audio Solutions and the customer, including interest and ancillary payments. Heikenfeld Audio Solutions accepts this assignment.

§ 9 Place of fulfilment and place of jurisdiction

1. The law of the Federal Republic of Germany shall apply with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods. Should the purchaser also be the consumer, this only applies to the extent that they do not lose the protection of binding legal provisions of their state of usual residence.
2. The place of fulfilment for all services and products arising from business transactions with Heikenfeld Audio Solutions shall be Bottrop (Germany), insofar as the customer is a merchant, a legal person governed by public law or a special fund under public law.
3. If the customer is a merchant, legal person governed by public law or special fund under public law, Gelsenkirchen (Germany) shall be the exclusive place of jurisdiction for any disputes arising directly or indirectly from the contractual relationship with the customer or from these General Terms and Conditions of Business.

§ 10 Alternative dispute resolution

Heikenfeld Audio Solutions is not obliged and is not prepared on principle to participate in a dispute settlement proceeding in front of a consumer arbitration board.

§ 11 Closing provision

If any of these provisions cannot be applied for whatever reason, this shall not affect the validity of the remaining provisions.