

## Terms and Conditions

### Definitions

**Personal Information** means the details provided by you on registration/on ordering.

**Product** means a product displayed for sale on the website.

**We/us** means GrooveAmt Records, Tobias Hornung, Werner-Hartmann-Straße 1, 01099 Dresden.

**Website** means the website located at [www.grooveamt-records.de](http://www.grooveamt-records.de) or any subsequent URL which may replace it.

**You** means a user of this website.

### 1 Area of Validity

By accessing our website and/or placing an order for products you agree to be bound by the terms set out below.

### 2 Contract

The contract is formed between you and us (address see above). For further contact details see “ABOUT US” section.

We will take all reasonable care to ensure that all details, descriptions and prices of products on the website are correct. The presentation on our website, however, have no legal force. The products form a nonbinding online offer. Before placing a legally binding order, you may put your products in your shopping bag without any commitment and correct your personal information by using the corresponding document proofing tools provided on the website. By pressing the order button (“place order” or “PayPal order”), you place a legally binding order of all products collected in your shopping bag. After placing an order, you will receive an e-mail from us acknowledging that we have received your order.

The time at which the contract is formed depends on your payment option:

#### Bank transaction

Within two days, you will receive an e-mail acknowledging your order and stating our bank details.

#### PayPal

When choosing this payment, you will be redirected to the website of PayPal. There, you provide your payment instructions and confirm your order to pay

with PayPal. After your check-out, we will ask PayPal to process your payment and thereby accept your order.

#### Cash Payment on Collection

We acknowledge your order by sending a separate e-mail within two days.

Subject to revocation, you are bound to your purchase for 7 days.

Prices and technical modifications are subject to change without notice. Misprints and errors are excepted. Products may be subject to prior sale.

#### 3 Written Communications

German or English may be chosen as language of contract.

We will save the text of the contract and send order details and our terms and conditions to you via e-mail. Our terms and conditions are available on our website (download). If registered as a user of our website, you are able to view and revisit previous orders in your customer account.

#### 4 Prices and Terms of Delivery

The price of any product will be as quoted on our website at the time of your order. Prices are total prices and include VAT.

Prices exclude delivery costs, which will be added to the total amount due. More information on delivery costs is provided in the delivery section.

If you order products from our website for delivery outside the EU, they may be subject to additional import duties and taxes. You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information because we have no control over these charges and cannot predict their amount.

We do not send products to parcel delivery systems.

You will always be able to collect your order from us in Dresden. After receiving our e-mail acknowledging your order, you arrange an appointment and collect your order at this address:

GrooveAmt Records  
Werner-Hartmann-Straße 1  
01099 Dresden.

phone 0172 342 1633  
e-mail [info@grooveamt-records.com](mailto:info@grooveamt-records.com)

Appointments may be arranged by phone, e-mail or the contact form provided on our website. Alternatively, you may also collect your product at our record sale in one of the clubs (“Zille” or “Rosi’s Amüsierlokal”). Upcoming sales are announced in the news section of our website.

From receipt of your order and payment, we aim to deliver your products promptly or, at least, within 7 working days.  
If delivery times vary, details are given with corresponding products. If products are unavailable to us, non-acceptance of your order may result. In such a case, we will inform you immediately and reimburse any advance payments. We will also inform you immediately, if delivery is delayed by events outside our reasonable control (e.g. strikes, lock-outs, force majeure event). In such cases, we aim to deliver products at the earliest possible date.

We reserve the right to provide limited items and special offers in normal household quantities.

Unless otherwise agreed, we will send your products to the shipping address provided by you when ordering. Provided that you are a regular customer, the risk for the shipping of the products lies with us. If delivery fails because of events inside your reasonable control, you will be responsible for the costs of repeated shipping

## 5 Payment

In our online shop, you are able to choose from the following payment options.

### Bank transaction

When choosing bank transaction, we will provide our bank details in a separate e-mail and deliver your products after receipt of payment.

### PayPal

When choosing this payment, you will be redirected to the website of PayPal. In order to choose this payment option, you must be registered with PayPal, enter your access data and confirm your payment to us. After your check-out, we will ask PayPal to process your payment. Further details are given during the ordering procedure. The transaction is carried out by PayPal immediately.

### Cash Payment on Collection

You pay the invoice amount when collecting your products from us.

## 6 Reservation of Ownership

Delivered products remain our property until payment has been received in full.

## 7 Withdrawal

Customers have the right to return every product within 14 days.

Customers have the right to cancel the contract between us within 14 days.

The withdrawal period is 14 days and begins earliest upon receipt of the products by you or a third party that is not the performing carrier.

To claim your right of revocation, you must provide a full notice of your cancellation (via mail or e-mail). You may use the cancellation template provided in these terms and conditions.

The timely despatch of the revocation shall be deemed sufficient for compliance with the withdrawal period.

When you have cancelled the contract, we will process the refund including delivery costs (except additional costs resulting from you having chosen other delivery methods than standard delivery) as soon as possible within 14 days of the day you have given notice of your cancellation. Unless otherwise agreed, we will usually refund any money using the same method of payment used by you to pay for your purchase. We may refuse to refund the payment until we have received the products or you have sufficiently proven that you returned the products, whichever date occurs first.

You are responsible to return the products within 14 days of the day you cancelled the contract. The deadline of revocation is met if the products are returned within 14 days. You are responsible for the immediate costs of the shipping. You will only have to pay for loss of value if that loss is caused by negligent or careless handling.

The right of withdrawal does not apply in the following cases:

- Contracts that involve bespoke products that are personalised or customised.
- As soon as the customer opens or removes the seal of sound recordings, video footage or computer software in sealed packaging.

Cancellation Form – Template

In case you would like to cancel a contract, you may fill this form and send it to us.

To Tobias Hornung, Werner-Hartmann-Straße 1, 01099 Dresden,  
info@grooveamt-records.com

Herewith I/we wish to cancel the contract for the following products/services

Order on ...../Received on .....

Customer name

Customer address

Signature

Date

Delete as applicable.

## 8 Damages

If products are delivered with apparent transport damages, please reclaim such faults immediately to the deliverer and contact us immediately. The failure to reclaim faults immediately has no consequences for your legal claims and warranty rights. You do, however, help us in maintaining our own claims and rights with the carrier or the transport insurance.

## 9 Guarantee, Limitation of Liability

The statutory customer's rights based on liability for defects shall require unless liability is not limited or excluded by the following regulations. The cession of claims is excluded. For customers, the statutory warranty period of 24 months upon delivery is valid. When ordering used products, the limitation period of 12 months upon delivery is valid.

If you notice persistent shortcomings in your products, please contact us as soon as possible and provide a full description to us. We will be in contact with you immediately and inform you about the further steps to be taken. Please send your notification of defects via e-mail or by using our contact form. Please give your full name, your order number or invoice number.

We take every care that the description and specifications of the products are correct. However while the colour reproduction is a close representation, a slight variation in the actual products may occur.

You are responsible to enable our examination of the defective product. Damages caused by normal wear and tear as well as improper handling are not subject to our warranty obligation. We shall cover the costs for the return of rejected products and redelivery of their replacements.

Our liability for losses you suffer as a result of us breaking this agreement is strictly limited to the purchase price of the Product you purchased. This does not include or limit in any way our liability for death or personal injury caused by our negligence; for fraud or fraudulent misrepresentation; or for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability. Our liability shall be limited to damage that was foreseeable at the time the contract was concluded.

We shall not be liable for the constant availability of our online shop nor for technical failures and breakdowns.

## 10 Privacy

Please note our policy on the basis of which we collect any personal data from you, or that you provide to us.

## 11 Jurisdiction, Partial Ineffectiveness

The court of jurisdiction for legal actions that are subject to these terms and conditions will be our place of business. This does not apply for an exclusively statutory jurisdiction.

In the event that individual provisions of the purchase agreement or general terms and conditions are void, the remaining provisions thereof will remain effective.

## 12 Legal Protection for Children and Young Persons

If the contract is for the sale of products that are subject to age restrictions, we shall ensure that the customer is of the required minimum age. We do so by employing corresponding systems of identification and authorisation. The carrier will hand over the products on receiving age verification and to the customer personally.