

Terms and Conditions

§ 1 Scope

The following terms and conditions in its order at the time of the valid version apply exclusively for the business relationship between Karl Elmar Heckmann – HECKMANN Sounds (hereinafter HECKMANN Sounds) and the purchaser. HECKMANN Sounds doesn't accept different conditions by the buyer, unless HECKMANN Sounds would explicitly accept in writing. „Elmar Karl Heckmann” is the trade name for HECKMANN Sounds.

§ 2 Conclusion

Your order is a offer for us to conclude a purchase contract. We will send you a confirmation of your order by email, which lists the details of your order.

This confirmation is not a directly acceptance of your order, but informs you that your order is received. A purchase contract is only concluded, when we have sent the product to you and confirmed the shipping by a second email.

There will be no conclusion of the purchase contract for products which are ordered the same time but not included to the delivery.

Contractor is Karl Elmar Heckmann - HECKMANN Sounds.

Please note, that we ship all products only in small amounts, with a maximum total of 10 pieces per product. For requested quantities of more than 10 pieces per product, the buyer has to contact the company Elmar Karl Heckmann - HECKMANN Sounds directly. This refers both to the number of ordered products in the context of one order as to several orders of the same product, which involve small amounts, too.

Download offers associated with HECKMANN Sounds don't lead to purchase contracts with HECKMANN Sounds itself but with its partners. Therefore, the terms and conditions and the prices of the partners (content distributors, aggregators a.s.o.) are valid.

§ 3 Right of withdrawel up to 2 weeks, exclusion of revocation, instruction of revocation

Right of withdrawel

You can cancel your order within two weeks without giving any reasons in writing (e.g., letter, email) or by immediate returning of the goods. The 2 weeks start with the arrival of the goods and not before receiving this notification. For compliance of this right, it is necessary to send the revocation writing in a timely manner.

The revocation by returning the goods must be sent to:

HECKMANN Sounds
Offenbachstr. 4
D-89231 Neu-Ulm
Germany

In case of an effective revocation, the received goods and services have to be returned by both parties. If you can't return the goods and services completely and/or in a worse condition, you are obliged to pay compensation for the value.

You can avoid obligation for value replacement by not using the goods as your property in use and by not doing anything that could affect their value.

Delivery-ready products have to be returned. You have to pay the costs of the return shipment, if the delivered goods and services conform to ordered goods and services and if the price of the returned proucts is 100 Euros or less. Otherwise, the return shipment is free for you. Obligations to refund payments must be made within 30 days after sending your revocation.

At the end of the revocation notice Exclusion of revocation

The right of withdrawal is not imperative at distance contracts:

- for the supply of goods, according to the customer's specifications or to personal needs and requests, which are not suitable for return shippings or can spoil quickly or when their expiration date has been run off.
- for the delivery of audio or video recordings or software, if the delivered medium has been, sealed or
- for the delivery of newspapers, journals and magazines

§ 5 Delivery

The delivery will happen directly from the HECKMANN Sounds' stock to the address given by the purchaser. Information about delivery deadlines are not obliging, unless the delivery date has been exceptionally agreed.

If HECKMANN Sounds is not able to fulfill the delivery without their own fault but because of the supplier's fault, HECKMANN Sounds has the right to cancel the contract. In that case, the buyer is immediately informed that the ordered goods and services are not available. The legal claims by the purchaser shall remain unaffected.

If the receiving of the goods and services by the purchaser is not possible, because it doesn't fit through the purchaser's door or stairway or because of the purchaser's absence at the delivery address and the expected delivery time, the purchaser has to pay the costs for failed delivery.

§ 6 Maturity and payment, default

The buyer can pay the purchase price in advance or with Paypal. For orders up to 10 CDs, only prepayment is allowed. If the customer is in default of payment, HECKMANN Sounds has the right to raise default interests per annum of the rate of 5% above the of the European Central Bank announced base rate. If HECKMANN Sounds has a higher default damage, HECKMANN Sounds has the right to claim those. In case of purchasing downloads, the Terms and conditions of the download-provider are valid and the costs have to be paid to the download provider directly.

§ 7 Particularities of the purchase

The payment is only for consumers over the age of 18. The invoice amount is payable right after the receiving of the confirmation email.

Prices in addition to freight charges inside Germany: 1 to 2 CDs 2.00 Euros; 3 to 10 CDs 4.50 Euros. Sale against cash in advance or Paypal when placing orders up to 10 CDs.

For orders of more than 10 CDs, please send a request directly by email.

Prices in addition to freight charges: 1 to 2 CDs 5.00 Euro inside Europe / 8.50 Euro outside Europe; 3 to 10 CDs 10.00 Euro inside Europe / 14.00 Euro outside Europe. Sale against cash in advance when placing orders up to 10 CDs. For orders of more than 10 CDs, please send a request directly by email.

In case of paying on account HECKMANN Sounds examine and evaluate the customer's data.

§ 8 Netting, retention

The purchaser has the right of netting only if his or her claims are legal or accepted by HECKMANN Sounds. Further, the purchaser has only the right of retention, if his claim is based on the same contractual relationship.

§ 9 Reservation of proprietary rights

The delivered goods remain property Elmar Karl Heckmann - HECKMANN Sounds until full payment is received.

§ 10 Liability for defects

If there is a shortage of the item purchased, the usual statutes are imperative. The assignment of these claims by the purchaser is excluded.

Any further claims of the purchaser are excluded - no matter what legal grounds – as far as they aren't listed below. So, HECKMANN Sounds is not liable for damages of the item (goods and services).

HECKMANN Sounds is not liable for lost profits or other financial damages to the purchaser. This limitation and exclusion also applies to the personal liability of employees, representatives and agents. The above limitation of liability does not apply if the cause of the damage is intended or personal injury has happened. It doesn't also apply if the purchaser has proclaimed his or her legal issue legally. If HECKMANN Sounds breach the contractual duties, the duty of replacement is limited to the caused damage.

If supplementary performance is done by replacement delivery, the purchaser is obliged send back the first delivered goods within 30 days to HECKMANN Sounds at the expense of HECKMANN Sounds. The return of defective goods has to be done according to legal regulation. HECKMANN Sounds reserves the right to claim damages according to legal regulation.

The limitation period is twenty-four months from delivery.

§ 11 Collection, processing and use of personal data of our customers

We use information, we receive from you for the handling of orders and the delivery of goods. We also use your information to communicate with you about orders, products, services and marketing offers, and to update our records and your client accounts to maintain. Your personal information will not be disclosed to third parties.

§ 12 Applicable law

The law of the Federal Republic of Germany and the law of the terms and conditions of § § 305 – 310 BGB regulatory legal standards are imperative.

Valid from 2008/12/10