

General Terms and Conditions of Business (online shop)

General Terms and Conditions of Business of Roland Meinl Musikinstrumente GmbH & Co. KG ("Meinl")

Article 1 General, Scope

(1) These General Terms and Conditions shall apply to all orders which the customer places at the online shop of Roland Meinl Musikinstrumente GmbH & Co KG, Musik-Meinl-Str. 1, 91468 Gutenstetten, represented by Roland Meinl Verwaltungs GmbH, represented by its managing director Reinhold Meinl, customer-hotline: 09161/788-849, e-mail: info@meinlshop.de

(2) A customer may be a business entity or a consumer. A consumer is any natural person which concludes a business transaction for purposes which can be primarily attributed neither to its trade nor its profession (sec. 13 German Civil Code). A business entity is any natural or legal person or a partnership with legal capacity which, when concluding a legal transaction, is exercising its trade or profession (sec. 14 German Civil Code).

(3) The product display in the online of shop of Roland Meinl Musikinstrumente GmbH & Co KG is directed to customers who are above 18 years of age only.

(4) The business relationship with the customer is based exclusively on these General Terms and Conditions in their ever current version. If the customer is a business entity within the meaning of sec. 14 German Civil Code, these General Terms and Conditions shall also apply to future business transactions, even if their applicability is not expressly agreed in each case. We oppose to any contrary terms and conditions of business of the customer. Any deviating terms and conditions of business of the customer will not be part of the contract unless they are confirmed in writing by Roland Meinl Musikinstrumente GmbH & Co. KG.

(5) Language of contract shall be German exclusively. The use of other languages by Roland Meinl Musikinstrumente GmbH & Co. KG is made for convenience purposes only. In case of discrepancies between different versions of language the German version shall prevail at all times.

(6) The General Terms and Conditions may be downloaded and printed from here. Article 2 Entering into contract / contractual content

Article 2 contract conclusion/contract text

(1) Each product display in the online shop is not a binding offer to conclude a purchase agreement regarding the respective product. It is only a non-binding invitation of the customer to place an order for products in the online-shop.

(2) Upon clicking "purchase now" the customer makes a binding offer to enter into a purchase contract, whose receipt is confirmed by email. The applicability of the General Terms and Conditions of Roland Meinl Musikinstrumente GmbH & Co. KG is agreed by way of an "opt-in procedure". The order receipt confirmation does not constitute an acceptance of the customer's offer. Accordingly, no purchase agreement is concluded by the order receipt confirmation.

(3) A purchase agreement is concluded upon the sending the goods or by sending a separate order confirmation to the customer.

(4) Roland Meinl Musikinstrumente GmbH & Co. KG reserves the right to withdraw from the contract if the goods ordered are not available. In this case, Roland Meinl Musikinstrumente GmbH & Co. KG will inform the customer immediately about the non-availability of the goods and will reimburse the paid purchase price.

(5) Rights to technical and design deviations from descriptions and information shall be reserved insofar as these are in the nature of the used materials and manufacturing processes and are usual in the trade. Article 3 Right to withdraw In case you, the customer, are a consumer within the meaning of sec. 13 German Civil Code, i.e. you

conclude a business transaction for purposes which can be primarily attributed neither to your trade nor your profession, you are entitled to a statutory right of withdrawal from the contract as described as follows:

(6) The contract text cannot be stored by us.

Statutory right of withdrawal

You are entitled to withdraw from this contract within fourteen (14) days without giving any reason for doing so. The cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good.

In order to exercise your statutory right of withdrawal, you must notify us (Roland Meinel Musikinstrumente GmbH & Co. KG, Musik-Meinel-Str. 1, D-91468 Gutenstetten, phone: +49/9161/788-849, fax: +49/9161/788-190, e-mail: info@meinlshop.de) of your decision to withdraw from this contract in a clear declaration (e.g. by sending a letter by mail, fax or email). You may use the withdrawal form attached for this purpose, which is however not mandatory.

To comply with the withdrawal deadline it is sufficient that you posted the communication concerning the exercise of your right of withdrawal before the expiry of the deadline.

Consequences of withdrawal

If you withdraw from this contract, we must reimburse you for any payments we have received from you, including delivery costs (excluding the additional costs incurred if you have selected a type of delivery other than 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 your withdrawal from this contract. We will use the same payment method you used for the original transaction in order to reimburse you unless otherwise expressly agreed; under no circumstances will you be charged a fee for this reimbursement. We may withhold the reimbursement until we have received the returned goods or until you have provided proof that you have returned the goods, whichever is earlier.

You must return or hand over the goods to us without delay and no later than fourteen (14) days from the date on which you notify us of your withdrawal from this contract. The deadline is deemed to be met if you send the goods before the expiry of the fourteen-day deadline. We shall bear the costs of the return of the goods.

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

Template form of Withdrawal from Contract

If you choose to withdraw from this contract please fill in this form and return it.

To:

Roland Meinel Musikinstrumente GmbH & Co. KG

Musik-Meinel-Str. 1

91468 Gutenstetten

Fax: 09161/788-190

E-mail: info@meinlshop.de

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*):

.....
.....

Ordered on (*)..... / received (*).....

.....

Name of the consumer(s)

.....

Address of the consumer(s)

.....

Signature of the consumer(s) (withdrawal on paper only)

.....

Date

(*) eliminate according to non-applicability

End of information on right to withdrawal

Exclusions from the statutory right of withdrawal

The statutory right of withdrawal shall not apply for:

- The supply of goods made to the consumer's specifications or clearly personalised.
- The supply of sealed goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery.
- The supply of a newspaper, periodical or magazine with the exception of subscription contracts for the supply of such publications.
- The supply of sealed audio or sealed video recordings or sealed computer software which were unsealed after delivery.

Additional returning rights

In addition to the statutory right of withdrawal for a period of fourteen (14) days, Meinlshop also offers every consumer pursuant to § 13 BGB an additional 16-days returning rights.

The following provisions shall apply to this extended right of return:

You are entitled to withdraw from this contract within thirty (30) days without giving any reason for doing so.

The cancellation period will expire after 30 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good.

You are entitled to withdraw from this contract within thirty (30) days without giving any reason for doing so. The cancellation period will expire after 30 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good. In order to exercise your statutory right of withdrawal, you must notify us (Roland Meinel Musikinstrumente GmbH & Co. KG, Musik-Meinel-Str. 1, D-91468 Gutenstetten, phone: +49/9161/788-849, fax: +49/9161/788-190, e-mail: info@meinlshop.de) of your decision to withdraw from this contract in a clear declaration (e.g. by sending a letter by mail, fax or email). You may use the withdrawal form attached for this purpose, which is however not mandatory. To comply with the withdrawal deadline it is sufficient that you posted the communication concerning the exercise of your right of withdrawal before the expiry of the deadline.

If you withdraw from this contract, we must reimburse you for any payments we have received from you, including delivery costs (excluding the additional costs incurred if you have selected a type of delivery other than the cheapest standard delivery option offered by us) without delay, but no later than thirty (30) days after the day on which we receive the notice of your withdrawal from this contract. We will use the same payment method you used for the

original transaction in order to reimburse you unless otherwise expressly agreed; under no circumstances will you be charged a fee for this reimbursement. We may withhold the reimbursement until we have received the returned goods or until you have provided proof that you have returned the goods, whichever is earlier. You must return or hand over the goods to us without delay and no later than thirty (30) days from the date on which you notify us of your withdrawal from this contract. The deadline is deemed to be met if you send the goods before the expiry of the thirty-day deadline. We shall bear the costs of the return of the goods. You will only be liable for any loss of value of the goods if this loss of value is attributable to any use or handling of the goods which is not deemed necessary in order to verify the condition, features and functioning of the goods.

If individual components of bundled merchandise or sets are returned within the 14day statutory withdrawal period or the additional 16-days-returning rights, the goods remaining in the customer's possession shall be charged at the regular sales price.

The statutory right of withdrawal in the case of goods purchased by way of transit shall remain unaffected by provisions on the extended return right. The provisions referred to in the an additional 16-days-returning rights section do not apply in the first 14 days, which are regulated by the statutory right of revocation, but only in the following 16 days.

Article 4 Delivery, Transport damage

(1) The delivery is made for all articles offered within the areas of distribution of the respective brand. An overview of the areas of distribution may be found [here](#).

(2) If the customer is a business entity within the meaning of sec. 14 German Civil Code, delivery shall be made at the customer's risk. This shall apply accordingly to partial deliveries. If the customer is a consumer within the meaning of sec. 13 German Civil Code, the risk of accidental destruction and accidental impairment of the sold goods shall pass to the customer upon handover of the good also in case of sales involving the carriage of goods. The customer's delay in accepting the goods shall be equivalent to the handover of the goods. Delivery shall be to the delivery address specified by the customer.

(3) The delivery times stated are to be understood as expected delivery times.

(4) Partial deliveries are permitted. In the event of a partial delivery, the customer shall not incur any additional delivery charges.

(5) If goods with apparent transport damage are delivered the customer is asked to report them immediately to the transport person or the carrier or Roland Meinel Musikinstrumente GmbH & Co. KG. Any failure to report shall not have any impact on

the customer's right for defect if the customer is a consumer in the meaning of sec. 13 German Civil Code.

Article 5 Delivery charges

(1) No minimum order value. No delivery charges are made for orders of EUR 49.00 and over in Germany.

(2) We charge a flat rate of EUR 4,90 for the delivery of up to 30 kg within the Federal Republic of Germany. Other european countries 4,90 Euro. In case of deliveries to third countries customs and fees may be charged to the customer.

(3) Delivery is made using the method selected by the user. The delivery charges must be paid by the customer.

Article 6 Prices

All prices stated are amounts in Euros and are to be understood as including the statutory rate of value added tax.

Article 7 Methods of Payment

The customer can pay the purchase price by credit card, PayPal, amazon payments, on invoice, or direct debit. On top we offer some country-specific payment methods.

(1) Payment by credit card

Mastercard, VISA, American Express and Discovery Card are accepted. Your credit card account is debited, and the goods are sent, immediately after completing the order. The purchase price shall be reserved on the credit card upon the time of order. The actual payment shall be made at the time in which the good is sent for delivery. The processing of the credit card payment takes place via the service provider PayPal.

(2) Pay upon invoice

Pay upon invoice is processed via the payment service provider PayPal. By selecting this payment method, you accept the Ratepay payment terms and agree to the performance of a risk check by Ratepay, our partner. You also accept PayPal's privacy policy. If your transaction can be successfully processed via pay upon invoice, the purchase price will be assigned to Ratepay and you may only transfer to Ratepay, not to the merchant.

(3) Payment by PayPal

PayPal is an online payment service offered by the company PayPal (Europe) S.à r.l. & Cie, S.C.A which offers a real time payment solution. To be able to use PayPal, a PayPal account is required in which bank or credit card details have been stored so that these do not need to be stated for every purchase. It is very simple to use PayPal, stating email address and password. The PayPal account is debited directly with the corresponding amount and the customer receives an order confirmation by email. As soon as the goods are packed, the customer receives a delivery confirmation in which the articles sent are listed once again. For further information see www.paypal.de.

(4) Amazon payments

The information stored in your own Amazon customer account can be used to pay quickly and simply via Amazon. The payment is secure without having to re-enter delivery and payment information. Protection is afforded by the Amazon A-to-Z guarantee as provided for purchases on Amazon. The known payment environment provided by Amazon is available in this method of payment. The ordered articles are sent during working days after confirmation of payment receipt if the articles are in stock.

(5) Direct debit

The SEPA direct debit procedure is processed via the payment service provider PayPal. By proceeding and issuing a SEPA direct debit to PayPal, you authorize PayPal to collect a one-time payment of the purchase amount from your bank account by direct debit. At the same time, you instruct your bank to honor the direct debits collected by PayPal. You can request a refund for the debited amount within 8 weeks after the direct debit. No customer account with PayPal is required to process the SEPA Direct Debit Scheme.

(6) Country-specific payment methods

These include Blik (Poland), EPS (Austria), Multibanco (Portugal), myBank (Italy, Belgium, Spain, Portugal), Przelewy24 (Poland), iDEAL (Netherlands) and Bancontact (Belgium).

These payment methods are processed via the payment service provider PayPal. No customer account with PayPal is required to process the payment.

By choosing one of these payment methods, you agree to the terms and conditions of the respective payment service provider.

Article 8 Default of Payment

If the customer is a consumer within the meaning of sec. 13 German Civil Code and if he is in default of payment the customer shall be obligated to pay interest at 5 percentage points above the base interest rate. If the customer is a business entity within the meaning sec. 14 German Civil Code the interest rate for default of payment shall be 8 percentage point above the base interest rate. Any payment reminder, which is sent to the customer after default of payment shall trigger reminder fees of EUR 5.00 to be borne by the customer.

Article 9 Reservation of title

(1) Each delivered good shall remain the property of Roland Meinel Musikinstrumente GmbH & Co. KG until it is paid for in full ("reserved good"). The customer undertakes to treat the delivered articles carefully and in accordance with their intended purpose.

(2) If the customer is a business entity within the meaning of sec. 14 German Civil Code also the following shall apply:

a. Roland Meinel Musikinstrumente GmbH & Co. KG reserves the title in all goods delivered until the settlement of all outstanding claims arising from the ongoing business relationship with the customer. Prior to the transfer of title in the reserved goods any pledging and transfer as security shall be prohibited.

b. The customer is entitled to resell the goods in the ordinary course of business. The customer hereby assigns to Roland Meinel Musikinstrumente GmbH & Co. KG any accounts receivable attributable from the resale including all ancillary rights and including any balance claims. Roland Meinel Musikinstrumente GmbH & Co. KG hereby accepts the assignment.

c. After the assignment the customer is authorised to collect the account receivable. Roland Meinel Musikinstrumente GmbH & Co. KG reserves the right to collect the account receivable itself if the customer fails to duly satisfy his payment commitments and falls into arrears of payment. The customer is obligated to inform Roland Meinel Musikinstrumente GmbH & Co. KG about the name and address of the purchaser immediately upon request. Roland Meinel Musikinstrumente GmbH & Co. KG is entitled to disclose the assignment to the purchaser and to collect the account receivable for its own account.

d. In the event of an insolvency application concerning the customer, Roland Meinel Musikinstrumente GmbH & Co. KG here and now forbids the resale of the goods subject to reservation of ownership. This also applies to the resale by the insolvency administrator.

Article 10 Rights for Defects

(1) If the customer is a consumer within the meaning of sec. 13 German Civil Code if rights for defects shall be governed by statutory provisions.

(2) If the customer is a business entity within the meaning of sec. 14 German Civil Code, statutory provisions on rights for defects shall apply save the following modifications:

a. Regarding the features of the good only information given by Roland Meinel Musikinstrumente GmbH & Co. KG and of the product description of the manufacturer are of binding nature, however no public advertisement or statements or other commercials.

b. The customer shall be obligated to inspect the delivered good regarding defects of quality and quantity without undue delay and to notify open defects to Roland Meinel Musikinstrumente GmbH & Co. KG in writing within 7 days from the receipt of the goods. To comply with this deadline it is sufficient to mail this notification. This shall apply accordingly in case of hidden defects upon their detection. In case of noncompliance with these obligations to inspect and notify any rights for defects of the goods shall be excluded.

c. In case of defects the rights of the customer shall be restricted to supplementary performance. In case of defects Roland Meinel Musikinstrumente GmbH & Co. KG shall make supplementary performance either by way of repair or by way of supplementary delivery. In case of repair Roland Meinel Musikinstrumente GmbH & Co. KG shall not bear the costs which arise from the transfer of the good to a different place than the place of performance if such transfer does not comply with the designated use of the good. If repair fails twice the customer may request mitigation of the purchase price or to cancel the contract.

d. Limitations shall be one year from delivery.

Article 11 Liability

(1) Roland Meinel Musikinstrumente GmbH & Co. KG shall be liable for wilful intent and gross negligence.

(2) Roland Meinel Musikinstrumente GmbH & Co. KG shall not be liable for minor negligence regarding infringements of obligations if these are not contractually essential obligations or warranties or damage resulting from the injury to life, limb or health or do not refer to claims in accordance with the Product Liability Act. If the company Roland Meinel

Musikinstrumente GmbH & Co. KG is also liable for minor negligence, the liability is restricted to the amount of foreseeable damage which is typical of the contract.

(3) To the extent the liability of Roland Meinel Musikinstrumente GmbH & Co. KG is excluded or restricted, also the liability of statutory representatives, employees and vicarious agents of the company Roland Meinel Musikinstrumente GmbH & Co. KG is excluded or restricted respectively.

(4) Roland Meinel Musikinstrumente GmbH & Co. KG is not liable for the functional capacity of data networks, servers or data lines to its computing centre and the permanent availability of its internet presence. Article 12 Set-off / right of retention

(1) The customer shall only have a right to set-off if his counterclaim is determined with legal finality or undisputed by Roland Meinel Musikinstrumente GmbH & Co. KG.

(2) The customer may exercise any right of retention only if his counterclaim is based on the same contractual relationship.

Article 13 Applicable law

The laws of the Federal Republic of Germany shall apply exclusively, ousting the UN Convention on the International Sale of Goods.

Article 14 Severability

Insofar as one or several provisions of these General Terms and Conditions of Business are or become ineffective or impracticable, this shall not otherwise affect the efficacy of the General Terms and Conditions of Business. The ineffective or impracticable provision shall be replaced by one which comes as close in financial and legal terms to that which the parties intended with the original provision. This shall also apply to any omissions.

Article 15 Place of Jurisdiction

If the customer is a merchant, a public-law entity, or special public law fund the exclusive jurisdiction for all conflicts arising from or in connection with or arising from with the contractual relationship, irrespective of the legal ground or legal nature of the claim, shall be the business seat of Roland Meinel Musikinstrumente GmbH & Co. KG.

Article 16 Code of Conduct

Roland Meinel Musikinstrumente GmbH & Co. KG complies with the code of conduct of Trusted Shops, URL: <http://www.trustedshops.de/guetesiegel/einzelkriterien.html>.

Article 17 Warranty and Guarantee

The statutory warranty applies. Informations to other possible guarantees and the exact conditions you will find at the product and at special infosites in our onlineshop.

Article 18 Alternative dispute settlement procedure (Art. 14 Abs. 1 ODR-VO und § 36 VSBG)

The European Commission provides an online dispute resolution platform <http://ec.europa.eu/consumers/odr/>.

In principle, we are not prepared to participate such a dispute settlement procedure before a consumer arbitration board.