

General Business Conditions (GBC)

Our Delivery, Business and Payment Conditions

(Please note that these General Business Conditions are a translation of our German General Business Conditions [Allgemeine Geschäftsbedingungen]. In case of inconsistency of the German and the English version, the German version shall prevail.)

Due to its many years of experience in the mail order business, Lautsprecher Teufel is able to attend to the security and satisfaction of all its customers in the best possible way. Thus we not only guarantee that your order will be processed as quickly as possible, but also the security of the data you provide us with is very important to us. The following delivery, business and payment conditions apply to contracts with Lautsprecher Teufel - in the version that is valid at the time of the order:

1. General information/Conclusion of contract

The provisions contained in the German Civil Code (BGB) apply to any business dealings with Lautsprecher Teufel GmbH. The product descriptions in our online shop and in our catalogue serve for the purpose of submitting an offer to buy.

When ordering online, you are submitting a binding offer to buy when you click on the button [Place your order]. You will then first of all receive an automatic e-mail that confirms the receipt of your order but this does not signify acceptance of contract. Once your online order has been checked, a binding order confirmation as well as our General Business Conditions will be sent to your e-mail address as a PDF document.

When ordering by phone, fax, e-mail or post, you will first of all receive an automatic e-mail which will contain our General Business Conditions as well as our data protection terms and provisions. By clicking on the [Link] in the e-mail, you are confirming to us that you have noted and accepted the GBC and data protection terms and provisions. It is only at that point that we can process your order further. A binding order confirmation will then be sent to your e-mail address as a PDF document.

If you have no e-mail address, our General Business Conditions and our data protection terms and provisions will be sent to you by post. You must then confirm acceptance of these in writing by post or by fax. You will then receive a binding order confirmation by post.

In all cases, the contract is formed when the order confirmation is sent to you. This order confirmation will also contain information about the expected delivery date.

If you do not agree to our General Business Conditions and our data protection terms and provisions in writing within 14 days, your order and your personal data will be automatically deleted from our system.

The contracting party of the customer is:

Lautsprecher Teufel GmbH

Managing director and authorised representative: Thorsten Reuber

Bülowstraße 66

10783 Berlin

Germany

Register Number HRB 20271 at the Berlin-Charlottenburg District Court

VAT ID: DE136745959

Sales of loudspeakers, amplifiers and electronic equipment by Lautsprecher Teufel are limited to quantities that are usual for a household. Any commercial resale of purchased goods without the prior approval of Lautsprecher Teufel is not permitted. Any infringement of this provision carries a contractual penalty of EUR 2,500 payable to Lautsprecher Teufel. Furthermore, Lautsprecher Teufel reserves the right to refuse future sales of goods to persons violating the above-mentioned provision.

2. Right of return

a) Right of return

Pursuant to § 356 BGB in the event of contracts which have the delivery of goods as their subject a right of return is agreed upon with the consumer.

Return Instructions

Right of return

You are entitled to return goods that were delivered to you without stating a reason within two weeks. The period begins following receipt of these instructions in text form (for example, as a letter, fax or e-mail), not, however, before receipt of the goods by the recipient (in the case of multiple deliveries of same product type, not before the first partial delivery is made) and also not before we have honoured our obligations to inform in accordance with Article 246 § 2 in conjunction with § 1 Clauses 1 and 2 EGBGB as well as our obligations pursuant to § 312g Clause 1 Sentence 1 BGB in conjunction with Article 246 § 3 EGBGB. Only if goods cannot be returned by parcel post (for example, if the goods are bulky), you can also declare their return by requesting in text form that they are taken back. The period is adhered to if the goods are dispatched or the request that they be taken back is made in time. Goods are always returned at our risk and expense.

Please **return goods** to:

Lautsprecher Teufel GmbH
Liebigstraße 92
22113 Hamburg

Please send the **request that the goods be taken back** to:

Lautsprecher Teufel GmbH
Bülowstraße 66
10783 Berlin

Fax: +49 (0)30 / 300 930-930

E-mail: verkauf@teufel.de (German-speaking)

E-mail: service@teufelaudio.com (English-speaking)

If you request that the goods be taken back they will be collected from you.

Consequences of the return

In the event of an effective return, the benefits received by either party shall be exchanged back and, if applicable, profits gained shall be returned. In case of the deterioration of the goods or for profits (e.g. advantages realized through item use), which wholly or partially cannot be returned, or can only be returned in a deteriorated state, you have to compensate us accordingly. For the deterioration of the good and for profits gained you only have to pay compensation, if they are due to a use of the good which goes beyond an inspection of the qualities and functions of the good. "Inspection of the qualities and functions of the good"

means testing the item as it is possible and common practice in a retail store. Obligations to refund payments must be fulfilled within 30 days. For you this period starts on the date that the item or notice of return is sent; for us it begins upon receipt.

Financed transactions

If you finance this contract by means of a loan and then later exercise your right of return, you are no longer bound by the loan contract if both contracts constitute an economic unit. This is to be assumed in particular if we are concurrently your lender or if your lender calls upon our assistance with regard to the financing. If we have already received the loan when revocation or return becomes effective, your lender shall be subrogated in relation to you to our rights and obligations ensuing from the financed contract with regard to the legal consequences of revocation or return. If you want to avoid a contractual commitment as far as possible, exercise your right of return and revoke your loan contract, if you have a corresponding right of revocation.

End of the return instructions

Exceptions to the right of return

Pursuant to § 312d IV BGB there is no right of return in respect of distance selling contracts:

1. covering the supply of goods that are made according to customer specification or are clearly tailored to suit the specific needs of the customer or, due to their nature, are not suitable for a return. The same applies to goods that can become ruined quickly and to goods where the expiry date has been or will be exceeded.
2. covering the supply of audio or video recordings or software if the consumer has unsealed the delivered data carriers.

b) General information on returns

aa) In order to facilitate the allocation and internal processing of your return, you would be doing us a great favour if you could inform us of the product return in advance by making a brief phone call to +49 (0) 30 / 300 930-0 (German-speaking) or 00800-200 300 40 (English-speaking). This helps us to keep the expenditure, and thus also the costs involved for us when handling a return, as low as possible which ultimately is of benefit to our customer.

bb) You may only return individual components from a set if Lautsprecher Teufel also offers these components for sale separately. If one or several individual components are returned from a set, this voids the discount that Lautsprecher Teufel grants for all components within a set within the context of the set price. Therefore, for the returned components, the customer only receives the difference between the set price and the purchase price of the individual parts that he retains. In financial terms the customer is in the position he would have been in if, from the start, he had purchased the components he retains at the unit price. For example: The set price is EUR 500.00, the total of the unit prices is EUR 700.00 (satellite speakers at a price of EUR 450.00 and a subwoofer at a price of EUR 250.00). If the subwoofer is returned, the refund amount is worked out from the difference between EUR 500.00 set price and EUR 450.00 (total of the unit prices of the satellite speakers that the customer retains) and amounts to EUR 50.00. If the satellite speakers are returned, the refund amount is worked out from the difference between EUR 500.00 set price and EUR 250.00 (price for the subwoofer that the customer retains) and amounts to EUR 250.00.

cc) Please avoid damaging and contaminating the goods and their packaging. Send the goods back to us in their original packaging and together with all accessories and any packaging parts if at all possible. We would be grateful if, where necessary, you could use additional external protective packaging. If you no longer have

the original packaging, please use suitable packaging that sufficiently protects the goods against damage when in transit.

dd) Please note that the modalities referred to in Paragraphs b) aa) - cc) are not a prerequisite for effectively exercising your right of return.

c) Contractual right of return

In addition to the statutory right of return in accordance with Subsection 2 a), Lautsprecher Teufel grants you a contractual right of return that comes into force on the day after the expiry of the statutory right of return and ends eight weeks after receipt of the goods by you. The prerequisite for exercising the contractual right of return is that the goods are undamaged and in good condition.

The request that the goods be taken back is to be made using our service hotline +49 (0) 30 / 300 930-0 (German-speaking) or 00800-200 300 40 (English-speaking). You must quote the batch number of your equipment (can be found on the back of the equipment, for example MO 04007480121A) and the invoice number (can be found on the sales slip that is attached to the product or on the order confirmation that you have received as a PDF document, for example 4322543).

After exercising the contractual right of return, send the item back to Lautsprecher Teufel. If you follow one of the procedures detailed below, we shall bear the costs of sending the item back to us, as well as the risk of the item being damaged or lost when in transit. Otherwise you shall bear the costs of sending the item back to us as well as the risk of the item being damaged or lost when in transit.

Within Germany by DHL: You will receive a link from us by e-mail in order to record your collection order. You are then free to choose a collection date. In addition, you no longer need to go to the post office to hand over the package for return. You can find out everything you need to do on the website www.teufel.de/abholung. When you have read the information using this link, please access the second link in the e-mail we sent you and proceed in accordance with the instruction.

Within Germany by forwarding agent: Please contact us first by telephone on the number 030 / 300 930-0. We will then instruct the forwarding agent to collect the item. You can choose a weekday (Monday to Friday) on which the forwarding agent can collect the packaged item between 13.00 hours and 16.00 hours.

Outside Germany by UPS: You will receive the UPS return documents from us by e-mail. Please print these out and make sure that these lay out ready at the time of collection. Once you have printed these out, please contact UPS on the telephone number stated in the e-mail and agree a collection date with them.

Outside Germany by forwarding agent: Please contact us first by telephone on the number +49 (0)30 / 300 930-0 (German-speaking) or 00800-200 300 40 (English-speaking). We will then instruct DHL Freight to collect the item. DLH Freight will then contact you by telephone to agree a collection date with you.

The costs of delivering the item to the customer by Teufel (before it was returned) are not refunded.

3. Warranty and guarantee

Lautsprecher Teufel GmbH assumes a warranty obligation according to the following conditions.

These warranty conditions apply provided that they do not conflict with the respective national law with regard to warranty conditions.

Your statutory warranty rights are not affected by this warranty declaration.

We grant you a 12-year warranty for housing, chassis and diplexers of loudspeaker boxes and a 2-year warranty for electronic equipment, components and parts - this includes amplifier outputs integrated in loudspeaker boxes, separate amplifiers, receivers, DVD receivers, CD receivers, control units such as Decoderstation, iTeufel models, equipment with integrated loudspeakers such as Cinebar and headphones and accessories, calculated from the date of purchase. If defects occur within the aforementioned warranty periods that are not due to damage as a result of improper use or an electrical or mechanical overloading, we will, at our discretion, either replace or repair the equipment, unless you or a third party have already undertaken an attempt to repair.

A prerequisite for the provision of the warranty is that together with the equipment you submit a copy of the original invoice. Before returning the defective equipment and the invoice copy, please contact us by phone or by e-mail so that we can inform you of the address for shipment:

E-mail: service@teufel.de (German-speaking)

E-mail: service@teufelaudio.com (English-speaking)

Tel.: +49 (0) 30 / 300 930-0 (German-speaking)

Tel.: 00800-200 300 40 (English-speaking)

If the warranty claims are justified, we will bear the costs of returning the equipment.

The warranty does not apply to loudspeakers, amplifiers and electronic equipment that are sent to the end-consumer by another dealer.

If there is a private resale of Teufel products, the warranty can be transferred to the buyer provided that the original sales slip is also handed over to the buyer.

The execution of Teufel warranties does not bring about an extension or a restart of the warranty period.

4. Delivery conditions

Delivery is made within Germany and in the following countries: Belgium, Denmark, Estonia, Finland, France, Greece, Great Britain, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, the Netherlands, Norway, Austria, Poland, Portugal, Sweden, Switzerland, the Slovak Republic, Slovenia, Spain, the Czech Republic, Hungary and Cyprus.

Unless otherwise agreed, the goods are delivered from Lautsprecher Teufel's warehouse to the delivery address provided by the customer. If delivered by DHL or UPS, delivery is made directly into the residential home. If goods are delivered by DHL, it can happen that a consignment consisting of several packages is delivered on different days. If you are not at home, you will receive an advice note from DHL so that you can collect the item from your post office. If delivered by a forwarding agent (within or outside of Germany), that is, if the systems are quite large and packed on a one-way pallet, delivery is up to the kerbstone edge (in front of the property). The customer must take care of further transportation. The one-way pallet remains with the customer and is to be disposed of as domestic waste or in a recycling centre.

The product descriptions in the online shop provide information about the availability of products. If the ordered product is not available because, through no fault of our own, our suppliers have not delivered this product, we can withdraw from the contract. In this case we will inform you immediately and, if possible, we will offer to supply you with a comparable product. If no comparable product is available or you do not want to be supplied with a comparable product, we will, if applicable, immediately refund you with any payments already made.

Goods that are in the warehouse are ready for dispatch within 2-5 working days following receipt of the order. Depending on the carrier (DHL, forwarding agent, UPS) and the place of destination, delivery then takes place between 1 and 6 working days within Germany or between 2 and 14 working days outside of Germany. In the event of different delivery times, we refer to on our product pages.

5. Payment transactions

You can pay for the goods cash in advance, cash on delivery, by PayPal or by credit. You can only pay cash on delivery outside Germany if the goods value is at least EUR 500.00.

Please note that you may not be able to use all the payment methods as the payment methods offered depend on the order amount, the delivery method, the place of destination and the preferences specified in the customer's account. The various possibilities are available for selection during the order process and are also described in the [information section on our webpages](#).

We reserve the right to exclude individual payment methods, even after we have received your order.

For the payment method cash on delivery within Germany, you pay cash on delivery to the DHL delivery driver when the consignment is handed over to you plus cash on delivery charges totalling EUR 2.00.

For the payment method cash on delivery outside Germany, you pay cash on delivery to the UPS delivery driver when the consignment is handed over to you.

If you select the payment method cash in advance we will provide you with our bank details in the order confirmation. The invoice amount is to be transferred to our account within 10 days. If payment is not made in time, we are entitled to withdraw from the contract.

If you pay by credit card, your credit card account is debited immediately.

You only have a right to offset if your counterclaims are legally decided on in court or undisputed or are accepted by us in writing.

You can only exercise a right of retention if the claims ensue from the same contractual relationship.

6. Shipping costs

The shipping costs are not included in the quoted sales prices. Each item has its own shipping costs. These shipping costs relate directly to the size, weight, number of packages, product group, shipping company and value of the product. The shipping costs differ depending on whether deliveries are made within Germany or outside Germany. The deciding factor is always the place of destination and not the address of the buyer. The amount of the shipping costs can alter if additional components are included.

The increased shipping costs for foreign orders are based solely on the tariffs of the appointed transport company.

You are informed of the shipping costs due for your order on our product pages as well as during the processing of the order.

7. Charges/Customs duties/Sales tax

For deliveries outside the EU (countries that are not part of the EU) additional country-specific customs duties and charges can be payable. The amount charged depends on the respective country of delivery. Please get in touch with your local customs office to find out what these charges are. These charges must be paid by you.

For any delivery that we arrange to be made to a non-EU country (a country that is not part of the EU) we issue an invoice net of VAT that is, excluding German sales tax. The prices are understood to be duty unpaid and untaxed.

If goods are sold to travellers whose place of residence is outside the EU and they are exporting the purchased goods for their private use, an invoice is made out first of all that includes German VAT. However the VAT is refunded by us to the customer when an export certificate is presented.

Swiss customers pay the Swiss VAT and the import duty upon receipt of the goods to the deliverer. Further information specific to Switzerland can be found at <http://xtares.admin.ch/tares/login/loginFormFiller.do>.

8. Retention of title

The sale is subject to retention of title. The goods remain our property until the purchase price is paid in full.

9. Minimum order value

Minimum for orders delivered in Germany is EUR 25.00, for deliveries outside Germany 50.00 currency units in the currency used to pay for the order.

10. Vouchers, coupons

Teufel gift voucher (purchase voucher):

Only within Germany: The gift voucher is redeemable for an order online at www.teufel.de, by telephoning 030 / 300 930-0 or by writing to: Lautsprecher Teufel GmbH, Bülowstr. 66, 10783 Berlin; Fax: 030 / 300 930-930. For technical reasons, when purchasing in our web shop, only one voucher can be redeemed per order. For orders placed by telephone, one voucher can be used to cover several orders and also several vouchers can be redeemed.

Vouchers are not exchangeable for cash - even if, having purchased a product using a gift voucher, a customer exercises his/her contractual or statutory right of return.

The amount of the gift voucher will be offset provided that the purchaser of the voucher does not withdraw from the contract on the voucher within the statutory period for returning.

Combined orders covering gift vouchers and Teufel items are possible. However, please note that these cannot be sent to different addresses. Gift vouchers that are sent by e-mail are not affected by this.

If an order just covers vouchers, we send these, free of shipping costs, to you or an address of your choice. If an order also covers Teufel items the relevant shipping costs must be paid.

Several gift vouchers in paper form can be ordered at the same time and will be sent by post. However, these can only be sent to one delivery address.

Vouchers of any kind only relate to the value of the goods and not to the shipping costs as well.

Vouchers may only be paid for by immediate bank transfer or by credit card.

Coupon (promotion voucher/voucher code):

If you have received a coupon from us, you can redeem this when placing your next order in the Teufel online shop (www.teufel.de and www.teufelaudio.com) within the period referred to on the coupon and subject to the following conditions: Any coupon is only valid once. Only one coupon can be redeemed per order. Coupons are not exchangeable for cash - even if, having purchased a product using a coupon, a customer exercises his/her contractual or statutory right of return.

You can pass the coupon on to friends, acquaintances, work colleagues or relatives. You are not allowed to make copies of them or sell them on to other third parties, especially on Ebay or on another comparable Internet trading platform. You undertake to pay a contractual penalty of 500.00 Euro for each case of non-compliance with this rule.

11. Items made to order

Items made to order that were specially manufactured or modified for you (including individually assembled or cut-to-length cables) cannot be exchanged or returned.

12. Place of jurisdiction and applicable law

The exclusive place of jurisdiction for all claims relating to the business relationship is Berlin if the customer is a businessman within the meaning of the German Commercial Code (HGB) or is a corporation under public law.

Contracts including these General Business Conditions are subject to the law of the Federal Republic of Germany, to the exclusion of the UN Sales Law. If agreements cover a purpose that cannot be attributed to the professional or commercial activity of the entitled party (consumer), this choice of law only applies in as much as the protection afforded is not withdrawn by mandatory regulations of the country in which the consumer has his/her ordinary residence.