

GENERAL TERMS AND CONDITIONS OF

www.drumsforyou.shop

Welcome to drumsforyou.shop!

§ 1

Scope and provider

(1) The General Terms and Conditions of Business (hereinafter referred to as "GTC") regulate the sale of products by MTG Production (hereinafter referred to as "Supplier") to you, in the version valid at the time of the order.

(2) Deviating general terms and conditions of the customer are rejected.

(3) Please read these conditions carefully before placing an order with MTG Production. By placing an order with MTG Production, you agree to the application of these conditions of sale to your order.

(4) On drumsforyou.shop we offer the sale of the following products:

Music Accessories

§ 2

Conclusion of the contract

(1) Contracts on this portal can only be concluded in the German language.

(2) The offers are directed exclusively to end customers with a billing and delivery address throughout the world.

In the case of individual bulky goods, the possible delivery addresses and the place of delivery may be limited; the limitation is shown in the respective list price.

(3) The purchaser must have reached the age of 18.

(4) The presentation of the goods in the online shop does not constitute a legally effective offer. By presenting the goods, the customer is merely requested to make an offer.

(5) Your order represents an offer to drumsforyou.shop to conclude a sales contract. The customer submits a binding offer, if he/she has gone through the online ordering

process by entering the required information and clicks the button "Confirmation" in the last step of the order process.

(6) The purchase contract between the provider and the customer is only concluded by a declaration of acceptance by the provider. This takes place at the earlier of the two dates, either sending of the goods or sending of a shipping confirmation by e-mail. Please note that the confirmation of receipt of your order does not represent a declaration of acceptance in the aforementioned sense.

(7) The validity of contracts for larger than household quantities as well as the commercial resale of the object of purchase requires the express confirmation of the supplier. This refers both to the number of products ordered within the framework of one order and to the placing of several orders for the same product, where the individual orders cover a quantity customary in households.

(8) Your orders are stored by us after conclusion of the contract. Should you lose your documents relating to your orders, please contact us by e-mail or telephone. We will send you a copy of the order data.

(9) You agree to receive invoices electronically. Electronic invoices will be made available to you by e-mail or in the customer account on the website. We will inform you in the dispatch confirmation for each delivery whether an electronic invoice is available. For more information about electronic invoices, please visit our website.

§ 3

Prices and shipping costs

(1) Our prices include the statutory value-added tax applicable at the time and do not include a flat-rate shipping charge or shipping surcharge. The shipping surcharges vary depending on the type of delivery and the nature of the article.

(2) Despite our best efforts, a small number of the products in our catalogue may be marked with the wrong price. We check the prices when we process your order and before we charge the payment. If a product is marked with the wrong price and the correct price is higher than the price on the website, we will contact you before shipping the product to ask you whether you wish to buy the product at the correct price or cancel the order. If the correct price of a product is lower than the price we have indicated, we will charge the lower amount and ship the product to you.

(3) The prices at the time of the order shall apply. If list prices are available, the prices of the list price valid at the time of the order shall apply.

§ 4

Delivery and cancellation

(1) Unless otherwise agreed, delivery shall be made to the delivery address specified by the customer. On the website you will find information about the availability of products sold by drumsforyou.shop (e.g. on the respective product detail page). We would like to point out that all information regarding availability, shipping or delivery of a product are only approximate indications and approximate guidelines. They do not represent binding or guaranteed shipping or delivery dates, unless this is expressly designated as a binding date in the shipping options of the respective product.

(2) If drumsforyou.shop determines during the processing of your order that products ordered by you are not available, you will be informed separately by e-mail or by message in your customer account. The legal claims of the customer remain unaffected.

(3) If a delivery to the customer is not possible because the delivered goods do not fit through the customer's entrance door, front door or staircase or because the customer cannot be found at the delivery address given by him, although the delivery date was announced to the customer with a reasonable period of notice, the customer shall bear the costs for the unsuccessful delivery.

(4) The delivery is made according to the customer's method of payment. In the case of advance payment, delivery shall take place after the payment order has been issued to the remitting bank. In the case of payment by Paypal, credit card, gift card, direct debit, immediate transfer or invoice, delivery shall take place after conclusion of the contract.

(5) If your order is shipped in more than one package, you may receive a separate shipping confirmation for each package. In this case, a separate purchase agreement is concluded between us for each shipping confirmation for the products listed in the respective shipping confirmation. The contractual partner is MTG Production. Irrespective of your right of revocation, you can cancel your order for a product at any time free of charge before sending the corresponding shipping confirmation.

(6) This right of cancellation does not apply to certain product groups and services, including digital content or software that is not delivered on a physical medium (e.g. a CD or DVD), if the download or use (whichever is earlier) has begun.

§ 5

Customs

(1) If you order products from drumsforyou.shop for delivery outside the European Union, you may be subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional fees for customs clearance must be borne by you; we have no control over these fees. Customs regulations vary greatly from country to country, so you should contact your local customs office for more information.

(2) Furthermore, please note that when ordering from drumsforyou.shop you are considered the importer and must comply with all laws and regulations of the country where you receive the products. The protection of your data is important to us and we would like to inform our international customers that cross-border deliveries are subject to opening and investigation by customs authorities. For more information, please read our customs information.

§ 6

Payment

(1) The customer can pay for the goods by the following methods of payment:

- Paypal

(2) Certain payment methods can be excluded by the provider in individual cases.

(3) The customer is not permitted to pay for the goods by sending cash or cheques.

(4) Should the customer choose an online payment method, the customer authorises the provider to collect the amounts due at the time of the order.

(5) If the provider offers payment in advance and the customer chooses this method of payment, the customer must transfer the invoice amount to the provider's account within five calendar days after receipt of the order. The supplier reserves the goods accordingly for five calendar days.

(6) Should the Provider offer payment by credit card and the Customer choose this method of payment, the Customer expressly authorises the Provider to collect the amounts due after dispatch of the partial deliveries or delivery of goods.

(7) If the Provider offers payment by direct debit and the Customer chooses this method of payment, the Customer shall issue the Provider with a SEPA basic mandate. If, when paying by direct debit, a payment transaction is reversed due to insufficient funds in the account or due to incorrectly transmitted bank account data, the Customer shall bear the costs for this.

(8) If the supplier offers payment in advance and the customer chooses this method of payment, the customer is obliged to pay the invoice amount within 14 days after dispatch of the goods, without any deduction of discount.

(9) Should the customer be in default of payment, the provider reserves the right to claim damages for delay.

§ 7

Set-off and right of retention

(1) The customer is only entitled to offsetting if the customer's counterclaim has been legally established or is not disputed by the provider.

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

§ 8

Retention of title

MTG Production reserves the right of ownership of the goods until full payment has been made.

§ 9

Damage in transit

(1) Should the customer receive the goods with obvious transport damage, the supplier will ask him to make a complaint as soon as possible.

(2) Should the customer fail to lodge a complaint, this has no consequences for the statutory warranty rights. The purpose of the complaint is to enable the provider to assert his own claims against the carrier.

§ 10

Defects law

(1) If the customer is a consumer, the warranty and liability for defects of the delivered object of purchase shall be governed by the statutory provisions: According to this, buyers in the European Union have in addition to their 30-day return guarantee for a period of two years from the delivery of the goods warranty rights and can demand the repair or replacement of the products purchased on drumsforyou.shop, if they turn out to be defective or not as described. If the goods cannot be repaired or replaced within a reasonable time or without difficulty, you may request a refund or reduction of the purchase price.

(2) In the case of used goods, the warranty period may be shorter than two years.

(3) If the purchaser is not a consumer, the defect shall be remedied by new delivery or new performance.

(4) If the purchaser is not a consumer, the period of limitation is one year. This shall apply insofar as no claims for damages and reimbursement of expenses are asserted which are based on compensation for damage to body and health or on intent or gross negligence.

§ 11

Limitation of liability (products)

(1) The provider is liable for claims for damages of the customer from the injury of life, body, health or from the violation of essential contractual obligations, as well as for other damages, which are based on their intentional or grossly negligent breach of duty, or one of the legal representatives or vicarious agents of the provider.

(2) Essential contractual obligations are obligations whose fulfilment is necessary to achieve the objective of the contract.

(3) The provider is liable for breaches of essential contractual obligations based on contract-typical, foreseeable damages, provided the damage was caused by simple negligence. This limitation does not apply to claims for damages of the customer, which are based on an injury of life, body or health.

(4) The regulations of the product liability law remain unaffected.

(5) As far as the liability of drumsforyou.shop is excluded or limited, this also applies to the personal liability of employees, representatives and agents.

§ 12

Cancellation policy

(1) If the purchaser is a consumer, he has a right of withdrawal in accordance with the following provisions:

(2) Right of withdrawal

You have the right to revoke this contract within fourteen days without giving reasons.

The revocation period is fourteen days from the day on which you or a third party named by you, who is not the carrier, have taken possession of the goods (or the last goods, partial shipment or piece in the case of a contract for several goods of a uniform order or the delivery of a goods in several partial shipments or pieces) or from the day of the conclusion of the contract, in the case of digital content that is not delivered on a physical data carrier (e.g. CDs or DVDs), to revoke the contract without giving reasons.

To exercise your right of withdrawal, you must give us:

MTG production

Ernastrasse
1049479 Ibbenbüren

e-mail: info@mtg-production.de

inform us by means of a clear statement (e.g. a letter, fax or e-mail sent by post) of your decision to withdraw from this contract. You can use the sample revocation form on our website or send us another clear statement. If you make use of this option, we will immediately (e.g. by e-mail) send you a confirmation of receipt of such a revocation.

In order to comply with the cancellation period, it is sufficient that you send the notification of the exercise of the right of cancellation before the end of the cancellation period and that you have returned the goods via our online return centre within the period defined below.

For additional information regarding the scope, content and explanation of the exercise, please contact our customer service.

(3) Consequences of revocation

If you revoke this Agreement, we shall reimburse you for all payments we have received from you, including delivery charges (except for any additional costs resulting from your choosing a different method of delivery to the cheapest standard delivery offered by us), without delay and no later than 14 days from the date on which we receive notification of your revocation of this Agreement. For this refund, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged for this refund.

We may refuse a refund until we have received the goods back or until you have provided proof that you have returned the goods, whichever is earlier.

You must return the goods without delay and in any case no later than 14 days from the day on which you inform us of the cancellation of this contract to

MTG production

Ernastrasse
1049479 Ibbenbüren

e-mail: info@mtg-production.de

to be returned or handed over. The deadline is met if you send the goods before the 14-day period has expired. You bear the direct costs of returning the goods.

(4) Exceptions to the right of withdrawal

You shall only be liable for any loss of value of the goods if this loss of value is due to handling of the goods which is not necessary for the purpose of checking their nature, properties and functioning.

The right of withdrawal does not exist or expires for the following contracts:

- for the delivery of goods which are not suitable for return for reasons of health protection or hygiene and whose seal has been removed after delivery or which have been inseparably mixed with other goods after delivery due to their nature;
- for the delivery of sound or video recordings or computer software in a sealed package, if the seal has been removed after delivery
- for the delivery of goods, which are manufactured according to customer specifications or clearly tailored to personal needs
- for the delivery of goods that can spoil quickly or whose expiration date would be quickly exceeded
- in case of services, if drumsforyou.shop has provided them in full and you have taken note of them before ordering and have expressly agreed that we can begin with the provision of the service and you lose your right of revocation in case of full performance of the contract;
- for the supply of newspapers, periodicals or magazines, other than subscription contracts; and
- for the supply of alcoholic beverages, the price of which was agreed when the purchase contract was concluded, but for which delivery can only take place after 30 days and the current value of which depends on fluctuations in the market over which the entrepreneur has no control

§ 13

Exclusion of the right of revocation

(1) The right of withdrawal does not apply to contracts

- for the delivery of goods which are not prefabricated and for the production of which an individual selection or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer;
- for the delivery of goods that can spoil quickly or whose expiration date would be quickly exceeded

(2) The right of withdrawal expires prematurely for contracts

- for the delivery of sealed goods which are not suitable for return for reasons of health protection or hygiene, if their seal has been removed after delivery;
- for the delivery of goods, if these have been inseparably mixed with other goods after delivery due to their nature;
- for the supply of sound or video recordings or computer software in a sealed package, if the seal has been removed after delivery

§ 14

Data protection

(1) Should personal data (e.g. name, address, e-mail address) be collected, we undertake to obtain your prior consent. We undertake not to pass on any data to third parties unless you have given your prior consent.

(2) We would like to point out that the transmission of data on the Internet (e.g. by e-mail) can have security gaps. Accordingly, an error-free and trouble-free protection of third party data cannot be fully guaranteed. In this respect, our liability is excluded.

(3) Third parties are not entitled to use contact data for commercial activities, provided that the provider has given the persons concerned prior written consent.

(4) You have the right at any time to receive complete and free information from drumsforyou.shop about the data stock concerning you.

(5) Furthermore, the user has the right to rectification/deletion of data/restriction of processing.

(6) Further information on data protection can be found in the separate data protection declaration.

§ 15

Cookies

(1) It may happen that we use cookies to display the product range. Cookies are small text files that are stored locally in the cache of the visitor's Internet browser.

(2) Many websites and servers use cookies. Many cookies contain a so-called cookie ID. A cookie ID is a unique identifier for the cookie. It consists of a string of characters which can be used to assign Internet pages and servers to the specific Internet browser in which the cookie was stored. This enables the Internet pages and servers visited to distinguish the individual browser of the person concerned from other Internet browsers that contain other cookies. A specific Internet browser can be recognized and identified by means of the unique cookie ID.

(3) The use of cookies can provide users of this website with more user-friendly services that would not be possible without the setting of cookies.

(4) We would like to point out that some of these cookies are transferred from our server to your computer system, whereby these are usually so-called session-related cookies. Session-related cookies are characterised by the fact that they are automatically deleted from your hard drive at the end of the browser session. Other cookies remain on your computer system and enable us to recognize your computer system during your next visit (so-called permanent cookies).

(5) You can contradict the storage of cookies, for this purpose a banner is available to you which you can contradict / accept.

(6) Of course, you can set your browser so that no cookies are stored on the hard disk or cookies already stored are deleted again. Instructions regarding the prevention and deletion of cookies can be found in the help function of your browser or software manufacturer.

§ 16

Place of jurisdiction and applicable law

(1) For differences of opinion and disputes arising from this contract, the law of the Federal Republic of Germany shall apply exclusively, excluding the UN Convention on Contracts for the International Sale of Goods.

(2) The sole place of jurisdiction for orders from merchants, legal entities under public law or special funds under public law is the registered office of the provider.

§ 17

Final provisions

(1) Contract language is German.

(2) We do not offer products or services for purchase by minors. Our products for children can only be purchased by adults. If you are under 18, you may use drumsforyou.shop only with the involvement of a parent or guardian.

(3) If you breach these terms and conditions and we do not take action against it, we shall still be entitled to exercise our rights on any other occasion in which you breach these terms and conditions of sale.

(4) We reserve the right to make changes to our website, rules, conditions including these terms and conditions at any time. Your order shall be subject to the terms and conditions of sale, contractual terms and conditions in force at the time of your order, unless a change to these terms and conditions is required by law or governmental order (in which case they shall also apply to orders you have previously placed). If any provision in these Terms of Sale is invalid, void or for any reason unenforceable, that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions.

(5) The invalidity of a provision shall not affect the validity of the other provisions of the contract. Should this case occur, the provision shall be replaced by another legally admissible provision which corresponds to the sense and purpose of the invalid provision.