General Business Conditions (GBC)

Our General Terms and Conditions for Repairs

1. Scope of application

For contracts with Lautsprecher Teufel covering repairs of devices the period of warranty or guarantee for which has expired, the version of the following General Terms and Conditions valid as of the date the order was placed shall apply.

2. General Provisions/Conclusion of the Contract

a) General Information

Your contractual partner is:
Lautsprecher Teufel GmbH
Budapester Str. 44
10787 Berlin
Managing Director: Sascha Mallah
Registration number: HRB 20271 at the Berlin-Charlottenburg Local Court
VAT ID: DE136745959

The contract language is German.

We always strive to resolve any disputes arising from our contracts amicably. Furthermore, we have decided not to participate in any mediation proceedings. We are also under no obligation to do so.

We accept your service request by phone at the following number: +49 (0)30 / 217 84 217. To prepare a cost estimate for the repair or to carry out the repair, the following procedures apply regarding the shipment of the defective device:

b) Shipping

Whether the item is suitable for parcel shipping (generally up to 31.5 kg in weight, e.g., shipping via DHL, Hermes, or similar) or not suitable for parcel shipping (freight shipping), you are responsible for sending the device to an address provided by us at your own risk and expense.

Note: In all cases, please ensure proper packaging to prevent damage during transport. For items suitable for parcel shipping, we strongly recommend that you pack the device in its original packaging, including all packaging components, for transport. If you no longer have the original packaging, we recommend that you follow our packaging guidelines and supplementary packaging instructions when returning goods that contain hazardous materials (e.g., lithium-ion batteries). This is because Lautsprecher Teufel is not liable for damage resulting from the device not being adequately packaged for transport. Compliance with any packaging requirements of the shipping carrier you have selected is solely your responsibility.
If, due to its condition, the packaging used by you is not suitable for the safe return of the device, we are entitled to replace it with suitable packaging. By such replacement, you transfer ownership of the replaced packaging to us. We are entitled to dispose of it properly. The replaced packaging will not be returned to you. Please also note that additional packaging requirements for goods that cannot be shipped as parcels may vary depending on the specific carrier you choose.

c) Receipt of Goods

Upon receipt of the defective device, we will document its external condition as well as the condition of the packaging. To verify the defect you reported, the device may be opened and inspected. If further damage to

the device is discovered during this process—particularly damage that could be attributed to shipping—we will inform you of this when sending the cost estimate pursuant to section d) or in another communication. We do not conduct our own inspection or assessment of any claims against shipping carriers. The assertion of such claims is solely your responsibility. The processing of the repair order, the preparation of a cost estimate, and the return of the device in accordance with the following provisions are carried out independently of any clarification of shipping damage with the shipping carrier you have engaged.

Upon receipt of your service request, we will also inform you of the procedures for any authorization of a lump-sum amount for the repair services. The cost estimate will be provided only after the device has been received.

d) Conclusion of a contract without the approval of a fixed charge for repairs

Our quotes for repairs based on a cost estimate are without obligation and serve to facilitate the offer of a contract.

We examine the device and prepare a description of defects as well as a cost estimate for the repair of the same, which we send to you by email or in a letter, together with these GTC and our cancellation policy, within 5-7 working days of the device being received by us. The description of defects and cost estimate constitute an offer for the conclusion of a repair contract, and this offer is binding on us for a total of 4 weeks as of the date of dispatch of the email and/or letter.
Provided you accept our offer by letter or email in time (within the 4-week period), the repair contract materialises. We need about 10 working days (as of expiry of the cooling-off period) for the repair. The repair is done about 10 working days after conclusion of the contract if you have asked us to commence the repair during the cooling-off period (cf. in this connection sec. 3 of these GTC).
If we do not hear back from you within the aforementioned period of acceptance, or if you decline the repair, the contract does not materialise and we send the unrepaired device back to you at your risk and expense. The same shall apply if, by virtue of your right of cancellation (cf. in this connection sec. 3 of these GTC), you cancel the repair contract on time.

3. Right of cancellation

Consumers have a 14-day right of cancellation.

Right of withdrawal

You have the right to revoke this contract within fourteen days without giving reasons. The withdrawal period is fourteen days with effect from the date of conclusion of the contract.

To exercise your right of cancellation, you must inform us, Lautsprecher Teufel GmbH, Bikini Berlin, Budapester Str. 44, 10787 Berlin, Germany (Telephone Switzerland: +41 43 50 84 08 3, International: 0800 200 300 40, Email: withdrawals@teufelaudio.com) through a clear declaration (e.g. a letter sent by post, telephone or email) of your decision to cancel this contract. You may use for such purposes the attached model cancellation form; this is however not mandatory. If you make use of this option, we will immediately (e.g. by e-mail) send you a confirmation of receipt of such revocation. In order to comply with the revocation period, it is sufficient that you send the notification of the exercise of the right of revocation before the end of the revocation period.

Effects of withdrawal

If you cancel this contract, we must refund you all payments that we have received from you, including delivery costs (except for the additional costs incurred as the result of the fact that you chose a type of delivery different to the standard, most favourable delivery offered by us), without delay and at the latest within fourteen days of the date on which we received notice of your cancellation of this contract. We shall use for this refund the same means of payment as used by you for the original transaction, unless we expressly agreed otherwise with you; in no event will you be charged any fees for this refund.

If you asked for the provision of the services to commence during the cooling-off period, then you must pay us a reasonable/commensurate amount corresponding to the proportion that the services provided up until the date on which you notified us of the exercise of the right of cancellation under this contract represent of the overall scope of the services to be provided under the contract.

You will find the model withdrawal form at the very end of our General Business Conditions.

4. Scope of the repair, Return shipping costs

The repair provided by us is intended to implement in a proper and professional manner the repair measures required in order to remedy the defect flagged up in our description of defects. The repair measures may consist both in repair and restoration and in the full replacement of individual defective parts by spare parts. If, as part of the repair, defective individual parts are replaced with spare parts, the removed parts will remain with us and will not be returned to you. You transfer ownership of the removed parts to us. We are entitled to dispose of them properly.

If despite the completion of the repair in a proper and professional manner, the cause of the defect could not be ascertained or the repair could not be successfully completed because the spare parts required for this are not available or cannot be procured by us, and if these circumstances were not identifiable by us on conclusion of the repair contract, then we may terminate the repair contract.

In any case, regardless of whether a repair contract is concluded, you will bear the costs for the return shipping.

5. Cost estimate

Should you receive a cost estimate, this merely represents a non-binding expert assessment of the likely repair costs. We assume no responsibility for the accuracy of the cost estimate. Should it emerge in the course of the repair that this cannot be done without greatly exceeding the cost estimate, then you may give notice of termination of the contract for this reason. In case of such notice of termination, we may request payment of a portion of the consideration commensurate with the work done, as well as reimbursement of the expenditure not included in the consideration. If we expect the cost estimate to be greatly exceeded, we shall inform you of this as soon as we learn of it.

6. Consideration and terms of payment

The consideration payable for the repairs completed by us is proportionate to the time that needs to be spent on the repair, plus the necessary expenditure, in particular on any necessary spare parts. As far as spare parts are concerned, the prices applicable to these as of the date of preparation of the cost estimate shall apply.

The consideration becomes payable on acceptance, i.e. no later than on the 8th day following delivery of the repaired device to you (cf. below, sec. 7).

You may pay for your repair contract by invoice only.

You shall have a right of offset only if your counterclaims have been legally established by a court or are undisputed or were acknowledged by us in writing.

You may exercise a right of retention only if the claims arise from the same contractual relationship.

7. Acceptance

The repair is considered to have been accepted if we are not notified of any defects in the repair done within 7 days of delivery of the repaired article to you. We are obliged to specifically point out to you once again on

delivery of the repaired device the fact that acceptance is deemed to have occurred if you have not notified any defects in the repair done within 7 days of delivery.

8. Guarantee of quality

An unsuccessful repair shall not constitute a defect if despite the completion of the repair in a proper and professional manner, we are unable to ascertain the cause of the defect and/or the repair cannot be completed on account of unavailable spare parts and/or where we cannot procure the spare parts either, and if these circumstances were not identifiable by us on acceptance of the repair contract. This shall not apply if the failure to ascertain the cause of the defect and/or the inability to procure the necessary spare parts is attributable to gross negligence, intent or a culpable breach of obligations material to the contract (primary obligations) by us, our senior members of staff or our vicarious agents.

The statutory warranty laws shall apply in all other respects.

9. Statute of limitations

Any claims you may have on account of a defective repair shall become statute-barred within one year of acceptance of the repair.
The shorter limitation period provided for above shall not apply if the defect is attributable to gross negligence, intent or a culpable breach of obligations material to the contract (primary obligations) and/or in case of injury to life, limb or health, and the breach of a person's right to liberty, by us, our senior members of staff or our vicarious agents.

10. 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 or if he does not have a permanent residence in the domestic country.

Contracts subject to these General Terms and Conditions shall be governed by the laws of the Federal Republic of Germany, excluding the CISG. In the case of consumers, however, this choice of law shall not apply in respect of such provisions which are mandatory under the law which would be applicable in the absence of the choice of law (usually the law of the country in which the consumer has his principal place of residence) and which may not be derogated from by agreement.

Model Withdrawal Form

If you would like to withdraw from the contract, please fill in this form and return it to us.

To Lautsprecher Teufel GmbH, Bikini Berlin, Budapester Str. 44, 10787 Berlin, Germany (Telephone Switzerland: +41 43 50 84 08 3, International: 0800 200 300 40, E-Mail: withdrawals@teufelaudio.com):

I/we(*) hereby cancel

the contract concluded by me/us(*)

for the provision of the following service (*)

ordered on (*)/received on (*)

Name of the consumer(s)

Address of the consumer(s)

Signature of the consumer(s) (only in case of a hard-copy notice)

Date

* Delete whichever is inapplicable