

EASTGATE MUSIC ONLINE STORE

<https://eastgate-music.shop/gtc/>

General Terms & Conditions

General Terms and Conditions for the eastgate music online store belonging to eastgate music & arts

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§ 1 Area of Jurisdiction, Definitions of Terms

(1) The following General Terms and Conditions apply to all business dealings between you as customer and ourselves, eastgate music & arts (hereafter also referred to as "**eastgate music**"), which are initiated and concluded via our online store. That version of our General Terms and Conditions which is valid at the time of ordering shall be decisive. Any deviating conditions of the customer will not be recognized unless eastgate music has explicitly agreed to their validity.

(2) The goods and services offered in the eastgate music online store are aimed at consumers and entrepreneurs alike as long as they are the end consumer. Within the meaning of these terms and conditions, (i) a "**consumer**" means every natural person who enters into the legal contract for purposes that are predominantly outside his trade, business or profession (§ 13 German Legal Code) and (ii) an entrepreneur means a natural or legal person or a partnership with legal personality who or which, when entering into the legal contract, acts in exercise of his or its trade, business or profession. (§ 14 para. 1 German Civil Code).

§ 2 Completion of Purchase Agreement

(1) The goods and services offered on our website do not represent the conclusion of an agreement, but are solely an invitation to place an order.

(2) By placing an order, you submit to us an offer to complete a purchase or service agreement. Should goods be supplied, then an agreement materializes at the time of dispatching the ordered goods to you. Confirmation of the receipt of your order does not constitute acceptance of your offer. It merely serves to inform you that your order has been received.

(3) The text of the agreement will be stored by eastgate music. The language of the agreement is in English.

§ 3 Consumer's Right of Withdrawal, Exclusion of the Right of Withdrawal

(1) As consumer, you are entitled to right of cancellation. The prerequisites of this right of cancellation and the legal effects thereof are set out in the following Instructions for Cancellation.

[Instructions on the right of withdrawal](#)

Right of withdrawal:

You have the right to withdraw this agreement within fourteen days without providing a reason for doing so.

The withdrawal period will expire after 14 days on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last item of goods.

To exercise your right of withdrawal, you must inform of your decision to withdraw from this contract by an unequivocal statement (e.g., a letter sent by post or email). You can communicate your withdrawal by a simple informal sentence. Our postal and email address is: eastgate music & arts, p.o. box 30 42 44, 10757 Berlin, Germany, phone: [+49 \(0\)1520 231 87 43](tel:+49015202318743), email: office@eastgate-music.shop

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal:

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

You shall send back the goods to us undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

You will have to bear the direct costs of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

(2) The right of withdrawal in accordance with § 312g German Civil Code does not apply when, among others,

- a) goods are delivered that have not been prefabricated or for whose production the consumer's individual choice or purpose was decisive or which are clearly customized to meet personal demands or
- b) the goods delivered have been sealed and, for reasons of health protection or hygiene, are not suitable for return once the seal has been broken or removed after delivery;
- c) for the delivery of sound or video recordings in sealed packages if the seal has been removed after delivery or
- d) for the performance of services in connection with leisure activities (e.g. concert or event tickets),
- e) when concluding contracts for services, if the trader - on the basis of an explicit request and a confirmation of the consumer of the consumer's knowledge of the loss of the right of withdrawal in the case of complete fulfilment of the contract - had begun with the performance of the service before the expiry of the withdrawal period and the service had been completed the performance of the service and that the service has then been fully performed. This means: A consumer does not have the right to cool-off a contract free of charge, even if the order was made online. This applies to contracts with the following content: the supply of digital content (e.g. music, video, software download etc.) which is not supplied on a tangible medium if the performance has begun with the consumer's prior express consent and his acknowledgment that he/she thereby loses his right of withdrawal.

Exceptions of the Right of Withdrawal

Pursuant to § 18, subsection 1 of the FAGG, there is no right of withdrawal, inter alia, when concluding contracts for: services, if the trader - on the basis of an explicit request according to § 10 and a confirmation of the consumer of the consumer's knowledge of the loss of the right of withdrawal in the case of complete fulfilment of the contract - had begun with the performance of the service before the expiry of the withdrawal period in accordance with § 11 and the service had been completed the performance of the service and that the service has then been fully performed. This means: A consumer does not have the right to cool-off a contract free of charge, even if the order was made online. This applies to contracts with the following content: the supply of digital content (e.g. music, video, software download etc.) which is not supplied on a tangible medium if the performance has begun with the consumer's prior express consent and his acknowledgment that he/she thereby loses his right of withdrawal.

§ 4 Prices, Terms of Payment, Reservation of Ownership

(1) Unless otherwise agreed upon, those prices are valid that are contained on our internet page <https://www.eastgate-music.shop/> at the time of finalizing the agreement. You will be in arrears if the invoice has not been paid by the 14th day after the date of invoice.

(2) Payments can only be made in advance (credit card (Visa and Mastercard), bank transfer (Klarna) or PayPal).

(3) The goods remain the property of eastgate music until all invoices have been fully paid. Should you become more than 14 days in arrears with payment, then eastgate music has the right to withdraw from the contract and to reclaim the goods.

(6) All orders will be cancelled automatically after two weeks without payment.

§ 5 Delivery Costs, Terms of Delivery and Performance of Services

(1) Delivery costs can vary depending on the method of delivery and the character of the order. Further information concerning the delivery costs can be found on <https://www.eastgate-music.shop/shipping>

(2) We supply the goods in accordance with the agreement made with you. The delivery dates can be found in detail on the order summary.

(3) Delivery is made from our warehouses from Germany and from Austria. Therefore, German customers may have to expect 1-2 days longer as far as delivery is concerned if the product comes from the Austrian warehouse and vice versa.

(4) Unless otherwise agreed upon, deliveries are made worldwide. Exceptions are declared directly in the web store for the product in question. Delivery of wine or certain special products can only and exclusively be delivered within EU countries or countries in Europe (non-EU European countries) – if not declared otherwise directly in our web store.

(5) We always strive to deliver our products with the best possible packaging, however, it may happen that something gets damaged in the post. In this case, we ask you to take a photo of the damaged product and send it to us by email. We will offer you a replacement, a voucher, a refund or an individual agreement with you for the damaged product if necessary.

(6) Of course, it will always be possible, in case you need a certain product from our webshop much quicker than with the standard postal service, that you can order an item by using UPS, FEDEX or other forwarding agencies with additional costs. In this case, please send us an email to: office@eastgate-music.shop

§ 6 Warranty

(1) For consumers within the meaning of § 13 German Civil Code, the legal warranty regulations are applicable.

(2) For enterprises within the meaning of § 14 German Civil Code however, the following warranty regulations are applicable for agreements concerning the delivery of goods:

(a) in case of defect we fulfill our warranty by means of subsequent fulfillment. Subsequent fulfillment is carried out by us at our discretion in the form of repair or replacement

(b) inasmuch as we are not in a position to or are not prepared to perform subsequent fulfillment, then you have the right to choose between cancelling the order or reducing the purchase price. This also applies when subsequent fulfillment fails, is unacceptable

to you or when there is a delay for which we are responsible beyond an appropriate period.

(c) claims for defects lapse within one year from delivery of goods. This also applies to claims for damages and reimbursement of expenses caused by defects except in cases of deliberate or grossly negligent breach of duties, infringement of guarantees and/or injury to life, body or health.

§ 7 Liability, Damages and Reimbursement of Expenses

1. Defects

a) Unless set out to the opposite under sub-clause 2 below, the German statutory provisions on liability for defects shall apply.

b) Minor deviations in the colour of the delivered product and its depiction are due to technical reasons. The aforementioned circumstances shall not be deemed defects of the product delivered; same shall apply to damages caused by breaching the care instructions.

c) The limitation period in respect of consumers (§13 BGB) claims shall be two years following delivery of the product.

2. Negligence liability

(a) eastgate music shall be liable for damages and/or the reimbursement of futile expenditures in connection with this agreement so caused by eastgate music, its legal representatives and vicarious agents only in the event of intent and gross negligence and in the event of the breach of such obligations, the observance of which is of essential importance in respect of the contract (such obligations to be fulfilled according to the content and intent of the contract or the compliance of which is essential for the fulfilment of the contract or which enables the fulfilment of the contract and which may be reasonably expected by the contracting partner). Damages shall be limited to the usual foreseeable damages, unless in the event of intent and gross negligence.

(b) Claims and demands for damages shall remain unaffected in respect of such claims and demands pertaining to the liability under the German product liability and/or the equipment safety acts, claims and demands pertaining to the liability in respect of damages in the event of injuries of life, physical integrity or health, in the event of fraudulent intent, in the event of frustration of the contractual obligations or unreasonableness of the fulfilment of the contract, in the event of any guarantees made in respect of the condition of the product, in respect of the assumption of a procurement risk and/or in the event of material breaches.

(c) The preceding liability provisions shall equally apply to the personal liability of the legal representatives and vicarious agents of eastgate music. The aforementioned provisions shall not effect and/or be deemed to imply a reversed onus of proof.

(d) In general, we always endeavour to offer our customers an uncomplicated exchange of their purchased goods as long as they are returned to us undamaged and sealed. In the event that an ordered product is no longer in stock, the customer will receive his/her money back within one week. If the customer orders a wrong product and requests an exchange, he/she must pay for the additional postage costs.

§ 8 Data Protection

(1) Any personal data provided by you will be gathered, processed and stored solely according to the German data protection law.

(2) The utilization of your personal data is necessary for completion of the contract concluded with you. Utilization extending beyond this requires your express consent. The details concerning the data gathered and the application of such can be read in our privacy policy at <https://www.eastgate-music.shop/en/privacy>.

§ 9 Identity of the Supplier, Contact

(1) The web store owner is eastgate music & arts, p.o. box 30 42 44, 10757 Berlin, Germany.

(2) Telephone: +49 (0)1520 231 87 43, E-Mail: office@eastgate-music.shop

(3) CEO of eastgate music & arts: Bianca Froese-Acquaye, Customer service: office@eastgate-music.shop

(4) Complaints can be made to our postal address or by email: eastgate music & arts, box 30 42 44, 10757 Berlin, Germany. Email: office@eastgate-music.shop

§ 10 Platform for online dispute resolution, participation in dispute resolution procedure

(1) Applicable law obliges us to inform the consumers of the existence of the [European online dispute resolution platform](#), which can be used to resolve disputes without the need to involve a court and is organized by The European Commission

(2) We are not obliged to participate in a dispute resolution procedure before a dispute resolution entity for consumers and have therefore decided against voluntary participation.

§ 11 Final Regulations

(1) German law shall apply to the exclusion of the rights in accordance with the UN Convention on Contracts for the International Sale of Goods. For consumers, this choice of law is only applicable to the extent that its application does not revoke any compelling and applicable consumer laws of that state in which the consumer is habitually resident at the time of placing his order.

(2) If the party placing the order is a merchant, then the place of performance shall be Berlin, Germany.

(3) If the party placing the order is a consumer, then the sole place of jurisdiction for any disagreements is Berlin, Germany. However, we are also entitled to file a claim against the party placing the order at his/her place of jurisdiction.

(4) Should any individual regulations of these General Terms and Conditions be or become ineffective then the effectiveness of the remaining contracting conditions shall not be affected.