

## General Terms and Conditions

### 1. Scope of applicability

Welcome to our online shop. These General Terms and Conditions (hereinafter referred to as the GTCs) apply to all orders placed through our online shop, whether by consumers or entrepreneurs.

A consumer is any natural person who completes a transaction for purposes that are predominantly attributable to neither their professional nor self-employed activity. An entrepreneur is a natural or legal person or an incorporated partnership that completes a transaction as part of their professional or self-employed activity.

With regard to entrepreneurs, these GTCs also apply to future business relationships without us having to make further reference to them. Conflicting or supplementary GTCs of entrepreneurs do not apply; such terms are hereby rejected and neither do they apply in the event that we do not reject their validity again in future on a case-by-case basis. They will only form part of a contract if we expressly consent to this.

### 2. Contracting parties and conclusion of contract

The purchase contract is concluded with

ETON Deutschland Electro Acoustic GmbH  
Pfaffenweg 21  
89231 Neu-Ulm, Germany

The display of products in the online shop does not constitute a legally binding offer, rather a non-binding online catalogue. You can place our products in your shopping basket on a non-committal basis at first and correct your entries at any point before you submit your binding order by using the correction options provided for this purpose during the ordering process. When you use the button „Place order and commit to pay“, you place a binding order with regard to the products contained in the shopping basket. Receipt of your order will be confirmed by e-mail immediately after it has been submitted.

The point at which the purchase contract for the products is concluded with us is based on the payment method you select:

#### *Advance payment*

If you have selected advance payment as your payment method, you will receive a declaration of acceptance within 24 hours of receipt of your order which will specify the bank details to which the advance payment should be made. The contract is entered into as a result of this statement.

#### *PayPal*

You will be forwarded to the website of online provider PayPal during the order process, where you can enter your payment details. After confirming the payment you will be returned to our online shop, where you must place the order using the order button. This order will automatically request PayPal to process the transaction, and we thereby accept your offer.

#### *Sofort transfer*

After placing the order, you will be forwarded to the website of online provider Sofort GmbH, where you can confirm the payment order. Consequently, we will automatically request Sofort GmbH to process the transaction, and we thereby accept your offer.

#### *Credit card*

You can send us your credit card details at the same time as you place the order. Once you have been confirmed as the legal card holder, we will ask your credit card company to initiate the transaction immediately after the conclusion of the contract. We thereby accept your offer.

#### *SEPA direct debit*

You can send us your account details at the same time as you place the order and grant us a SEPA mandate. We dispatch the goods to you and accept your offer as a result of this dispatch.

### 3. Language of the contract and storage of the contract text

The language available for the conclusion of the contract is German. We store the text of the contract and send you the order details and our GTCs by e-mail. For security reasons, it is no longer possible to access the text of the contract through our shop/your customer account.

### 4. Terms and conditions of supply

We charge shipping fees in addition to the designated product prices. All the goods we supply must be delivered; we do not provide the option of collecting the goods yourself.

### 5. Payment

In general, you have access to the following payment methods in our shop:

- PayPal
- Sofort transfer
- Advance payment
- SEPA direct debit

### 6. Retention of title

The goods remain our property until payment has been made in full. The following additionally applies to entrepreneurs: We retain ownership of the goods until all receivables from an ongoing business relationship have been settled in full. You may resell the retained-ownership goods in the course of ordinary business operations; you assign to us all receivables arising as a result of any resale – regardless of whether the retained-ownership goods are combined or mixed with a new item – equal to the amount on the invoice, in advance, and we accept said assignment. You remain authorised to collect the receivables, but we may also collect receivables ourselves in the event that you do not honour your payment obligations.

### 7. Warranty and guarantees

The warranty for our products is based on the statutory provisions on liability for defects. No additional guarantees apply.

### 8. Dispute resolution

The European Commission provides a platform for online dispute resolution (ODR) which can be found here <https://ec.europa.eu/consumers/odr/>. We are neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

### 9. Final provisions

If you are an entrepreneur, German law applies with the exclusion of the UN Convention on Contracts for the International Sale of Goods.

If you are a merchant as defined by the German Commercial Code (HGB), a legal person under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from the contractual relationship between you and us is our registered office.