

General information

You need to use a cart to purchase products from hhv.de. All products that can be added to the cart can normally be delivered. If a product is no longer in stock, a buyer can still add his/her wish list and will receive an email notification indicating when the product will be available again.

In addition, hhv.de also offers the option of pre-ordering phonograms before their official release date. For the purpose of clarity, hhv.de would like to emphasise that the pre-ordered products cannot be delivered before the official release date.

The vinyl records available for sale include new records as well as used records in good condition. If the condition of used records deviates from the average quality, it is mentioned in the description. In the Detail view of a product (under "More"), buyers can check whether a product is new or a used one. In the case of used vinyl records, a clearly legible "Second Hand" text flashes under the cover, whereas the "New product" text is shown in the case of a new vinyl record.

1. Area of applicability

These GTCs are applicable for every order placed with hhv.de irrespective of whether the order has been placed via the website using the "Cart" or by telephone. These GTCs are printed in hhv.de catalogues and can be accessed on the Internet under the Link GTCs. In addition, these GTCs are sent to every customer along with the order confirmation sent by hhv.de (see the Conclusion of a contract).

2. Conclusion of a contract

(1) Orders can be placed with hhv.de using the cart on the website (www.hhv.de) as well as by telephone. The order is a binding offer of the customer to conclude a sales contract.

(2) The sales contract comes into force when hhv.de sends an order confirmation to the customer via an email. If hhv.de does not have the customer's email address, the sales contract shall be concluded over the phone.

(3) hhv.de can accept the customer's offer mentioned in the order within 14 calendar days. If this does not happen (no order confirmation, no conclusion of the contract over the phone within the specified period), the customer's offer shall be considered as rejected.

3. Orders via the website (cart)

Order can be placed via www.hhv.de using a cart system equipped with a secured connection ([https protocol/SSL encryption](https://www.hhv.de)) in the following three steps. You can find detailed instructions for placing an order using the cart including "screenshots" under the [FAQ](#) section of www.hhv.de.

Step 1 – the customer can add the products of his/her interest to the cart by clicking the "Cart" function. The customer can use the "Your cart" button (on the right in the navigation menu) to view the cart at any time. He/she can view the products in the cart, their prices and quantities. In the "Quantities" column, the customer can select the "Delete" function in the "pull-down menu" to remove any selected product from the cart.

The customer can click on the "Proceed" button to go to **step 2**, where he/she must enter the address, email address and telephone number. He/she can also specify a delivery address that is different from the invoice address.

The order is completed in **step 3**. The invoice and delivery address is displayed again to the customer. He/she can use the "Change data" button to correct the incorrect entries. Before completing the order, the customer must select one of available payment methods. Once the customer clicks the "Submit Order" button, it shall be considered that the customer has accepted the GTCs which can be viewed at any time. These GTCs can be viewed at any time as a "print version" in the PDF format and saved.

The customer can always cancel the previous order step and make changes. After clicking the "Submit Order" button, the customer will immediately receive an email indicating the receipt of his/her order. The receipt confirmation is normally sent along with the order confirmation email.

4. Prices / postage / shipping costs

There is no minimum order value at hhv.de. All prices are specified in euros and are inclusive of the statutory sales tax (VAT). Prices specified at the time of concluding the order shall be applicable. The sales tax is specified separately in invoices.

Postage and shipping costs shall be applicable as follows:

Shipping costs in Germany

Advance Payment (money transfer, sofortueberweisung.de, credit card, PayPal) :

- order value greater than 80 EUROS: free shipping
- order value less than 80 EUROS: 3.90 EURO

"Cash On Delivery" in Germany (shipping costs + 4 EUROS COD charge):

The "cash on delivery" option is applicable only in Germany.

In the case of the cash on delivery option, a COD charge of 4 EUROS is levied in addition to the postage and shipping costs.

- order value greater than 80 EUROS: 4 EURO
- order value less than 80 EUROS: 7,90 EURO

hhv.de does not impose additional charges for the packing of the consignment.

In the case of cash on delivery via DHL, an additional delivery charge of 2.00 EUROS shall be added to our COD charge of 4.00 EUROS, which must be paid directly to our shipping partner DHL at the time of delivery. Thus, the COD cost via DHL is 6.00 EUROS. This delivery charge shall not be applicable in the case of cash on delivery via UPS.

Shipping costs for deliveries outside Germany are listed in the [shipping cost](#) table on www.hhv.de.

Additional customs duties and charges are applicable for deliveries in non-EU countries.

You can find more information regarding customs duties at http://ec.europa.eu/taxation_customs/index_de.htm and import turnover tax at <http://auskunft.ezt-online.de/ezto/Welcome.do> and especially for Switzerland at <http://xtares.admin.ch/tares/login/loginFormFiller.do>.

5. Payment conditions / conditional sale

(1) Advance payment

Except for the cash on delivery option (see below) and for the pick-up of products from the [hhv.de Selected Store](#) (see below), the customer is under obligation to pay the entire purchase price in advance within fourteen (14) days of receiving the order confirmation sent by hhv.de or of the contract conclusion over the telephone (advance payment). The product will be dispatched after receiving the payment. The deadline shall be considered to be met if the specified amount is credited to the hhv.de account before this period expires (the value date in the account statement is considered as the payment receipt date).

(2) Payment types

hhv.de accepts advance payment via money transfer (even sofortueberweisung.de), payment by credit card (at present Visa Card, MasterCard and American Express) and via Paypal as well as cash on delivery.

(a) Money transfer

Money must be transferred to the bank account specified when concluding the contract. The customer must bear the transactions charges applicable for money transfer.

(aa) Money transfer via sofortueberweisung.de

sofortueberweisung.de is an easy-to-use direct money transfer method that complies with the high security standard of online banking and TÜV-certified data protection. One does not need to register, transfer money to an intermediate account or send credit card details.

sofortueberweisung.de uses the sofortueberweisung.de payment form, which is secured and not accessible to dealers, to automatically transfer money from your online banking account in real time. The amount is transferred immediately and directly to the dealer's bank account.

Products can then be immediately dispatched and services can be immediately rendered.

[> More information](#)

(b) Payment via credit card

For credit card payments, hhv.de works with the "ipayment" payment system of 1 & 1 Internet AG which is certified as per the highest level of security standard PCI DSS (Payment Card Industry Data Security Standard). The customer needs to enter the essential credit card and payment details online using the ipayment interface.

As a result, hhv.de does not receive the customer's details. The data is transferred using a secured connection (SSL-encrypted). The customer's credit card account is debited once the order is completed.

The following cards are accepted: Visa Card, MasterCard and American Express

(c) Payment via PayPal

The procedure prescribed by PayPal is used for payments via PayPal. If payments are made via PayPal, hhv.de does not receive the customer's bank account details. [> More information](#)

(d) Cash on delivery

In Germany, hhv.de also offers the "cash on delivery" option. In this case, the payment needs to be made when the forwarding company delivers goods. The customer must bear the additional COD charge of 4.00 EUROS.

(3) Until the entire payment is made, products remain the property of hhv.de. and hhv.de reserves the right to refuse to deliver the promised service if the products are not available. If the payment has already been made, a credit note for the purchase price will be sent to the customer and is adjusted against the next order or the payment is refunded at the request of the customer.

(4) If the ordered product needs to be delivered in a foreign country (especially outside Europe), the customer must bear the applicable import duties (primarily customs).

(5) If the customer picks up the products from the [hhv.de Selected Store](#) (Revaler Straße 9, 10245 Berlin), he/she also has the option of paying in cash in addition to EC and credit card.

6. hhv.de's right to rescind

(1) If hhv.de does not receive the payment within the 14-day payment period mentioned in point 5 (1), hhv.de is entitled to withdraw from the contract. After receiving the order, hhv.de reserves the ordered products for the customer. If the products are reserved, they are not available for sale to other customers. In order to sell the ordered products to other customers, hhv.de may withdraw from the sales contract if payment is not received within the agreed period.

(2) If the customer has opted to pick up the products from [hhv.de Selected Store](#), products are kept there for fourteen (14) calendar days starting from the first working day after the order. If the customer fails to pick up the product within this period, hhv.de is entitled to exert its right to rescind.

7. Shipping

(1) Orders are dispatched via DHL, UPS (United Parcel Service Inc.) or FedEx (Federal Express Corporation Inc.) by default.

(2) If the products cannot be delivered because the customer is unavailable or does not pick them up, they will be returned to hhv.de., which will then contact the customer for the re-delivery of products.

(3) hhv.de also reserves the right to entrust another company with delivery.

8. Acceptance of the consignment by the customer

The customer should not accept packages that are visibly damaged on the outside without registering a complaint as this will make the verification of a damaged consignment during transit at the cost of hhv.de difficult or may rule out such a possibility. When accepting the consignment, the customer must therefore ensure that the delivered package is not damaged on the outside. If the package is visibly damaged and therefore damage to its contents is obvious, the customer must show this to the delivery agent and let the delivery agent make a suitable note and should retain a copy of this note.

9. Right of cancellation

Customers of hhv.de reserve the right of cancellation in accordance with the provisions of the Distance Selling Regulations.

10. Cost bearing agreement in the event of cancellation

If the right of cancellation is exerted, it is agreed upon that the customer shall bear the regular costs of the return delivery if the delivered products correspond to the ordered ones and if the price of the products to be returned does not exceed 40 euros or, if the price of the products is higher where the customer has not yet paid the amount or a contractually agreed upon partial payment at the time of cancellation. In all other cases, the customer need not bear any cost of the return delivery.

In case of orders placed by customers residing in other countries, whether EU or non-EU territory, the following applies:

If the right of cancellation is exerted, it is agreed upon that the customer shall bear the regular costs of the return delivery.

Our customers are therefore entitled to revoke their declaration to conclude a contract in accordance with the following cancellation notice.

11. Cancellation notice

Right of cancellation

The customer can revoke his/her declaration to conclude a contract (the order) in writing (e.g. letter, fax, email) within 30 days without specifying any reasons or even by returning the products if the products have been delivered within the said period.

The time limit starts once the written notice of cancellation has been received, but not before the products are received by the recipient (where similar products are delivered on a recurring basis, then not before receipt of the first part delivery), nor before we have fulfilled our obligations to provide information as defined in Article 246 § 2 in conjunction with § 1 paragraphs 1 and 2 of the Introductory Act to the Civil Code ("EGBGB") as well as our duties under § 312g paragraph 1, sentence 1 of the German Civil Code (BGB) in conjunction with article 246 § 3 of the Introductory Act to the Civil Code ("EGBGB").

The timely dispatch of the notice of cancellation or the products is sufficient for compliance with the time limit for cancellation.

The cancellation notice/return delivery must be sent to:

HHV Handels GmbH

**z.Hd. Retouren Grünberger Str. 54 2. Hof links, 4. Etage
10245 Berlin Deutschland**

Fax: +49(0)30 29 35 20 55

E-Mail: retouren@hhv.de

Managing Director: Thomas Ulrich

The right of cancellation is not applicable for distance selling contracts

- for the delivery of audio or video recordings or software if the seal of the delivered data carriers has been broken by the customer and
- for the delivery of newspapers, magazines and tabloids unless the customer has given his/her declaration of contract over the phone.

Consequences of cancellation

In the case of a valid cancellation, services received by both parties and any benefits enjoyed (e.g. interest) must be returned. If the customer cannot return a received service fully or partially or can return it only in a bad condition, he/she must pay hhv.de the compensation of the corresponding amount.

The customer must pay compensation for the damaged products and for the benefits enjoyed only if the benefits or damage can be attributed to the handling of products that goes beyond checking the features and functioning. "Checking the features and functioning" means testing and trying the corresponding product similar to a customary option provided in a retail shop.

If the contract has been concluded over the phone, the customer need not pay any compensation for the damage caused even after using the product as instructed.

The customer must return the products, which can be shipped at the expense and risk of hhv.de. The customer shall bear the regular costs of the return delivery if the delivered products correspond to the ordered ones and if the price of the products to be returned does not exceed 40 euros or, if the price of products is higher where the customer has not yet paid the amount or a contractually agreed upon partial payment at the time of cancellation. In all other cases, the customer need not bear any cost of the return delivery. The products that cannot be shipped shall be picked up by hhv.de from the customer.

Liabilities for refunding the payments must be fulfilled within 30 days. For the customer, this period starts with the dispatch of the cancellation notice or the products and for hhv.de it starts when products are received.

End of the cancellation notice

12. Warranty

The warranty is based on statutory regulations. In the case of complaints, we request that you send the proof of purchase by submitting a copy of the invoice and the corresponding product (along with a copy of the invoice) to HHV Handels GmbH, Attn: Returned products, subject (invoice No.), Grünberger Str. 54, 2nd courtyard on the left, 4th floor, 10245 Berlin, Germany. Normal wear and tear of products shall not be considered as justifications for warranty claims. In the case of textiles, hhv.de would like to place an emphasis on carefully observing the washing instructions given on the labels on the product. hhv.de shall not be responsible for any claims arising due to cleaning methods deviating from the prescribed ones.

[Product return form of hhv.de](#) (PDF, 53K)

13. Data protection

(1) By placing an order, the customer agrees to save, process and use his/her personal data for the purpose of processing his/her order. The data shall be exclusively forwarded to shipping and transport companies entrusted by hhv.de.

(2) Customers who have created a customer profile can always ask hhv.de to delete the profile by sending a request to any of the contact options specified in the vendor information (see below).

(3) Furthermore, hhv.de would like to emphasise that customers who receive the hhv.de newsletter and the hhv.de catalogue (the hhv.de magazine) can unsubscribe from the newsletter as well as the catalogue at any time (for contact, see below – 14. Vendor information).

14. Applicable Law

For all disputes arising from this contract, the law of the Federal Republic of Germany shall exclusively apply excluding the UN Convention on the International Sales of Goods.

15. Concluding provision

If one of the provisions in these General Business Conditions becomes ineffective, it does not affect the validity of the remaining provisions.

16. Vendor information

HHV Handels GmbH Grünberger Str. 54,
2nd courtyard on the left, 4th floor, 10245 Berlin, Germany

Telephone: +49(0)30 29 38 12 40

Fax: +49(0)30 29 35 20 55

E-Mail: order@hhv.de

URL: www.hhv.de