

GTC – General terms and conditions of HHV Handels GmbH

General information

Shopping on hhv.de is possible by using the cart. All products that can be added to the cart can normally be delivered. If a product is no longer in stock, the buyer can still add it to his/her wish list and will receive an email notification indicating when the product will be available again.

In addition, HHV also offers the option of pre-ordering records before their official release date. For the purpose of clarity, HHV 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, this is mentioned in the description. In the Detail view of a product (under "Item-Details"), 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 appears, whereas the "New product" text is shown in the case of a new record.

1. Area of applicability

These GTCs are applicable for every order placed with HHV irrespective of whether the order has been placed via the website using the "Cart" or by telephone. Contract partners are HHV Handels GmbH, Zur Alten Börse 55, 12681 Berlin, Deutschland (subsequently „HHV“) and the consumer or contractor (subsequently „customer“).

A "consumer" means a natural person, except a merchant who obtains goods or services for the purposes of his business. "Contractor" in these GTCs means any natural or legal person who concludes a legal transaction for a purpose that can be attributed to its commercial or independent professional activity. These GTCs apply to all, including future contracts between HHV and the customer. With each contract the customer accepts the GTCs active at the point in time of the conclusion of the contract. The following GTCs apply to all contracts, thus contravening all other regulations or GTCs the customer might have. These GTCs are printed in HHV 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 (see the Conclusion of a contract).

2. Conclusion of a contract

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

The sales contract comes into existence when HHV sends an order confirmation to the customer via email. If HHV does not have the customer's email address, the sales contract shall be concluded over the phone.

HHV can accept the customer's offer mentioned in the order within 5 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. The contract text is stored by HHV and will be sent to the customer via email together with a version of the validly included General Terms and Conditions.

3. Orders via the website (cart)

Orders can be placed via hhv.de using a cart system equipped with a secured connection ([https protocol/SSL encryption](https://www.ietf.org/rfc/rfc2818.txt)) in the following three steps. You can also find detailed instructions (including screenshots) for placing an order using the cart under the [FAQ](#) section on hhv.de.

Step 1

The customer can add the products of his/her interest to the cart by clicking on the "Cart" function. The customer can use the "To 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 "Remove item" function in the "pull-down menu" to remove any selected product from the cart.

Step 2

The customer can click on the "Checkout" 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.

Step 3

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 incorrect entries. Before completing the order, the customer must select one of the available payment methods. Once the customer clicks on the "Buy" button, it shall be considered that the customer has accepted the Terms which can be viewed at any time. These Terms 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 on the "Buy" 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 / packaging / shipping costs

There is no minimum order value at HHV. All prices are specified in Euro 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 the invoices.

HHV does not impose additional charges for the packaging of the consignment.

Shipping costs are listed in the [shipping cost](#) table on hhv.de.

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

Informational links

- http://ec.europa.eu/taxation_customs/index_de.htm for infos regarding customs duties
- <http://auskunft.ezt-online.de/ezto/Welcome.do> for information on turnover tax
- <http://xtares.admin.ch/tares/login/loginFormFiller.do> especially for Switzerland

5. Payment conditions / reservation of proprietary rights / Electronic Invoice

Payment methods

HHV accepts payments per bank transfer, Paypal, Sofortüberweisung, credit card (Visa, Master Card and American Express) and per cash on delivery (only available for Germany).

Bank transfer

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

Money transfer via sofortüberweisung.de

sofortüberweisung.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. sofortüberweisung.de uses the sofortüberweisung.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.

PayPal

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

Credit card

For credit card payments, HHV works with the "ipayment" payment system of 1 & 1 Internet AG which is certified as 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.

HHV 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.

Cash on delivery

In Germany HHV also offers the "cash on delivery" option. In this case, the payment needs to be made when the forwarding company delivers the goods. The customer must bear the additional COD charge of 7,00 Euro.

Reservation of proprietary rights

Except for the cash on delivery option (see below) and for the pick-up of products from the [HHV Store](#) (see below), the customer is under obligation to pay the entire purchase price in advance within seven (7) days after receiving the order confirmation sent by HHV or after 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 account before this period expires (the value date in the account statement is considered as the payment receipt date).

Until the entire payment is made, products remain the property of HHV and HHV reserves the right to refuse to deliver the promised service if the products are not available. In the case of not available items, 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.

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

If the customer picks up the products at the [HHV Store](#) (Gruenberger Straße 54, 10245 Berlin), he/she also has the option of paying in cash in addition to EC and credit card.

Electronic Invoice

The customer shall receive an electronic invoice together with the Shipping Confirmation. An electronic invoice is an invoice issued and received in electronic form. The customer consents to the sending of an electronic invoice.

HHV may at its sole discretion also send the invoice to the customer on paper.

6. HHV's right to rescind

If HHV does not receive the payment within the 7-day payment period HHV is entitled to withdraw from the contract. After receiving the order, HHV 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 may withdraw from the sales contract if payment is not received within the agreed period.

If the customer has opted to pick up the products from [HHV 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 is entitled to exert its right to rescind.

7. Shipping

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

If delivery fails due to reasons in the customer's domain, the customer carries any additional shipping costs should the order be re-sent. It is further the customer's responsibility to ensure that the delivery can be made successfully during business and delivery hours to the specified delivery address. HHV carries the risk of loss insofar that the customer is a consumer. The risk of loss and accidental damage is transferred to the customer upon receipt of the goods.

HHV also reserves the right to entrust another company with delivery, as long as long as it is no "cash on delivery" order.

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 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 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 withdrawal is exercised, it is agreed upon that, within the Federal Republic of Germany, HHV shall bear the direct costs of the return delivery if the return label provided is used. If no return label was provided, HHV can provide one retrospectively should the order value exceed 20 Euro. Request a return label by sending an email to service@hvh.de or calling +49 (0)30 2938 12 40 Mon-Fri 9am-7pm GMT+1.

If the return label provided is not used to return the goods to us, the customer bears the direct costs of a return. Customers returning goods from other countries than Germany bear the direct costs of a return in general.

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 exercised, it is agreed upon that the customer shall bear the direct 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. Instructions for withdrawal

Right of withdrawal

The customer can withdraw from a sales contract (the order) within 30 days starting from the day that the customer or a third party other than the carrier and indicated by the customer acquires physical possession of the goods. Within this time frame no reasons for withdrawal have to be given.

To exercise the right of withdrawal the customer has to inform us (HHV Handels GmbH Zur Alten Börse 55, 12681 Berlin, Germany, Phone +493029381240, Fax +493029381255, E-mail service@hvh.de) by way of a clear statement (e.g. by letter, fax or email) of his/her decision to cancel the sales contract. For this purpose s/he can use the model withdrawal form enclosed in the shipment but it is no requirement.

Informing us about the decision of withdrawal can also be done electronically via the withdrawal form on our website [<https://www.hvh.de/shop/en/help/instructions-for-withdrawal>]. Should s/he opt for the electronic form, we will issue a confirmation of withdrawal via email.

To comply with the right of withdrawal time frame, it is sufficient that the withdrawal notice is communicated within this time frame. Unless the parties have agreed otherwise, the consumer will not have a right of withdrawal:

1. for the supply of sealed audio or sealed video recordings or sealed computer software, the right to cancel ceases if the goods become unsealed after delivery
2. for the supply of a newspaper, periodical or magazine with the exception of subscription contracts for the supply of such publications
3. the supply of accommodation, transport of goods, vehicle rental services, catering or services related to leisure activities, if the contract provides for a specific date or period of performance.

Effects of withdrawal

If the customer withdraws from this contract, we shall reimburse all payments received, 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 the decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as the customer used for the initial transaction, unless we have expressly agreed otherwise; in any event, the customer will not incur any fees as a result of such reimbursement.

We may withhold reimbursement until we have received the goods back or the customer has supplied evidence of having sent back the goods, whichever is the

earliest. The customer has to return the goods to us within 30 days starting from the day he has informed us of the withdrawal from the contract to the following address HHV Handels GmbH, z.Hd. Retouren, Zur Alten Börse 55, 12681 Berlin, Germany. The customer shall send back the goods without undue delay and in any event not later than 30 days from the day on which s/he has communicated his decision to withdraw from the contract to us. The deadline shall be met if the customer sends back the goods before the period of 30 days has expired. Within the Federal Republic of Germany the customer bears the direct costs of returning the goods if the return label provided or retrospectively issued is not used. Customers, returning goods from other countries, generally bear the direct cost of a return. The customer is 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.

End of the cancellation notice.

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

- To: [HHV Handels GmbH, Zur Alten Börse 55, 12681 Berlin, Germany; Fax: +49(0)30 29 35 20 55; E-Mail: service@hvh.de]

I / We (*) hereby give notice that I / We (*) withdraw from my / our (*) contract of sale of the following goods (*) / for the provision of the following service (*)

- Ordered on (*) / received on (*)

— Name of consumer(s),

— Address of consumer(s)

— Signature of consumer(s) (only if this form is notified on paper),

— Date

(*) Delete as appropriate.

12. Warranty

The warranty is based on statutory regulations, unless liability is otherwise excluded or limited by these GTCs. 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.), Zur Alten Börse 55, 12681 Berlin, Germany.

Normal wear and tear of products shall not be considered as justifications for warranty claims. In the case of textiles the following liability limitations apply: Slight differences in colour between the product pictures and the delivered product are due to a technical nature and do not constitute a defect. If textiles are not cared for or washed as instructed liability is not assumed for resulting defects. HHV thus place an emphasis on carefully observing the washing instructions given on the labels on the product. HHV shall not be responsible for any arising claims due to cleaning methods deviating from the prescribed ones.

[Return form for Germany and Austria \(PDF, 36K\)](#)

[Return form for Switzerland \(PDF, 34K\)](#)

[Return form for outside the eu \(PDF, 36K\)](#)

13. 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.

14. Concluding provision

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

15. Dispute resolution

The European Commission provides a platform for the out-of-court resolution of disputes (ODR platform), which can be viewed under <http://ec.europa.eu/consumers/odr/>. For consumer disputes with HHV the consumer arbitration board Verbraucherstreitbeilegungszentrum für Europäischen Verbraucherschutz e.V., Bahnhofplatz 3, 77694 Kehl, www.online-schlichter.de is responsible. We are willing to enter into dispute resolution proceedings before the consumer arbitration board.

16. Information

HHV Handels GmbH
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12681 Berlin
Germany

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

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

E-Mail: service@hvh.de

URL: www.hvh.de

Owner, CEO: Thomas Ulrich

Local court Berlin-Charlottenburg, HRB 117211 B

VAT Number: DE263440712