

General Terms & Conditions

ic audio GmbH

Revision: 12/2024

1. Scope

These General Terms and Conditions (T&Cs) apply to all deliveries, services, and offers by ic audio GmbH, regardless of whether the contract is concluded through our online shop, via email, by phone, or other means. They are exclusively valid unless otherwise agreed in writing. We do not recognize opposing or deviating terms from the customer unless we have expressly agreed to their validity in writing.

2. Registration

2.1. Commercial customers and consumers are free to register with the website. Upon registration, the commercial customer or consumer is obliged to provide his / her identity, address, telephone number, e-mail address and billing data. The commercial customer or end-user warrants for the correctness and completeness of his data.

3. Conclusion of Agreement

3.1 Our offers are non-binding and subject to change. The contract is concluded upon our written order confirmation or, at the latest, upon delivery of the goods.

3.2 For orders via phone or email, the order details in our order confirmation apply. Customers must review the confirmation immediately and notify us in writing of any discrepancies within two business days.

3.3 For online shop orders, specific regulations according to the respective purchasing processes apply.

4. Cancellation of Agreement for consumers per Para. 13 of the German Civil Code (BGB)

4.1 Customers have the right to cancel the contract within fourteen days without giving reasons. The cancellation period is fourteen days from the date on which the customer or a third party nominated by you, other than the carrier, take possession of the good

4.2 In all other cases to exercise the customers right of cancellation, please inform us (ic audio GmbH, Boehringerstr. 14a, 68307 Mannheim, Telefon: +49 621 770 960, Fax: +49 621 770 9926, E-Mail: info@ic-audio.com) of your decision to cancel this contract. You can optionally use the attached [sample cancellation form](#). You can also fill out and submit the sample cancellation form or any other unique declaration, electronically, on our website. Once you have made use of this possibility, we will send you confirmation of the receipt of such cancellation immediately (e.g. by email). To guarantee the cancellation period it is sufficient to submit the notice of implementation of the right of cancellation before the cancellation deadline has expired.

4.3 Consequences of cancellation: If the customer cancels this contract, we are obliged to repay all payments that we have received from you including delivery charges without delay and at the latest within fourteen days from the date on which the notice of cancellation of this agreement is received. We use the same means of payment for this repayment that you used in the original transaction unless something else has been expressly agreed with you; in no instances will fees be charged for this repayment.

4.4 Consumers are hereby informed that according to Para. 357 Subsec. 6 of the German Civil Code (BGB) the customer bears all costs of shipment of the product after cancellation of the contract.

– END OF INSTRUCTION ABOUT YOUR RIGHT OF CANCELLATION –

5. Payment

5.1 All purchase of products and services via the website takes place against the use of a payment method specified in more detail on the website.

5.2 All prices on the website are non-binding and can be adapted at any time by ic audio. This includes both the actual price of the articles as well as the VAT valid at the time of the conclusion of the contract.

5.3 All commercial customers and consumers authorize ic audio to use the payment method selected by the customer for each purchase of products or services on the website. In addition, the customer agrees that his / her address and bank details (name, address, telephone number, account number, bank code) as well as his / her other payment data (in particular credit card data), may be forwarded to third parties for the purpose of processing the transaction and to ensure the handling of the transactions.

5.4 If the collection of due payments is not possible and this is based on reasons which are solely the responsibility of the commercial customers and consumers, the commercial customers and consumers shall be in default of payment without a warning being required. This may result in any re-charging charges and other charges and expenses which will be borne by the commercial customers and consumers.

5.5 If orders are paid via the SEPA direct debiting system, the commercial customers and consumers will receive a pre-information form for the load receipt. The pre-notification period is reduced to 5 days before the respective due date (or 2 days for recurring payments). In the case of so-called COR1 direct debits, the pre-notification period for commercial customers and consumers from the countries where this form of direct debit is offered is shortened to 1 or 2 days.

5.6 All commercial customers and consumers guarantee to ensure that their bank account covers the price of the product / services purchased with ic audio GmbH. Costs incurred as a result of non-payment or rebooking of the direct debit shall be borne by the customer as long as the non-payment or the repayment was not caused by SXRW.

5.7 Depending on the country of issuance of the credit card used for the payment, conversion fees may be charged.

6. Delivery

6.1 ic audio GmbH delivers within Germany and to other European countries. A detailed and up-to-date list of all countries supplied can be found in the online shop.

6.2 The goods are generally dispatched to the address stated by the commercial customer or the consumer. The commercial customer or consumer undertakes to ensure that the delivery address stated by him is correct. Any transmission errors in this regard shall be borne by the commercial customer or the consumer.

6.3 ic audio GmbH retains title to the delivered goods until the purchase price has been paid in full.

6.4 In contracts with commercial customers, ic audio GmbH reserves the title to the delivered goods until the full payment of all claims arising from the contractual relationship has been met.

6.5 The commercial customer is entitled to resell the product in all normal business transactions. The commercial customer hereby assigns the claims against the purchaser from the resale of the reserved goods to ic audio GmbH in the amount of the final amount including the value-added tax applicable. This assignment applies irrespective of whether the purchased item has been resold without or after processing. The commercial customer remains entitled to collect the claim even after the assignment. The right of ic audio GmbH to collect the claim itself remains unaffected by this arrangement. Ic audio GmbH will not collect the receivables as long as the commercial customer complies with his payment obligations from the revenues collected, is not in arrears with payment and, in particular, no application for opening insolvency proceedings is filed or payment has been made.

6.6 ic audio GmbH owes the commercial customer the timely, proper delivery of the goods to a transport company, for delays and damages caused by the carrier, ic audio GmbH shall not be responsible.

6.7 The statutory provisions of Para. 474 Subsec. 4 and Para. 446 of the German Civil Code (BGB) shall apply to consumers. The risk of accidental loss against a consumer does not pass until it is handed over to the consumer.

7. Warranties and liability concerning our products

7.1 The warranty period for standard items (items included in our price list) is two years from delivery of the goods.

7.2 For customised products, the warranty period is one year from delivery of the goods.

7.3 In the case of lacquered loudspeakers, we accept no liability for minor deviations in the lacquer quality, colour tone, gloss level or surface structure that are unavoidable for technical reasons or due to manual processing.

These deviations are not considered defects and are excluded from the warranty. It is the customer's responsibility to check the goods carefully on delivery and to report any complaints immediately in writing.

7.4 Warranty claims presuppose that the customer duly fulfils his obligations in accordance with § 377 HGB (German Commercial Code) and notifies us in writing of any recognisable defects immediately upon receipt of the goods. In the case of hidden defects, notification must be made immediately after their discovery.

7.5 Our liability is limited - to the extent permitted by law - to subsequent fulfilment (rectification of defects or replacement delivery). Further claims, in particular claims for damages, are excluded unless they are based on intent or gross negligence on our part.

7.6 In addition, the statutory provisions on warranty in the B2B sector shall apply, unless these GTC contain specific provisions.

8. Warranties concerning the website

8.1 We undertake to ensure the use of the Internet platform twenty-four hours a day, seven days a week. For reason beyond the control of ic audio GmbH access to the website may be temporarily suspended without notice due to system errors, maintenance or repair work.

8.2 ic audio GmbH guarantees neither the fault-freeness nor the completeness of the contents provided on the website. ic audio GmbH is free to change the content on the website at any time without prior notice.

8.3 The content on the Internet platform is provided "as it is", without warranties or other conditions.

9. Data Protection

9.1 In terms of data protection we would like to draw your attention to the data protection statement available on our website ([click here](#)).

9.2 In accordance with the statutory permission of Para. 7 Subsec. 3 UWG, ic audio GmbH is entitled to use the e-mail address given by the customer when registering for a service of ic audio GmbH for direct advertising for its own services similar to those already enjoyed by the customer. Disclosure of the e-mail address to third parties does not take place. In the event that the customer does not wish to receive any direct advertising or use of his data by ic audio GmbH, he may at any time object to the use of his data in writing or by e-mail to the e-mail address stated in our websites' imprint.

10. Intellectual property rights

10.1 All rights, including copyright and other intellectual property rights, in and to this website are owned by or licensed to us.

10.2 The commercial customer`s or consumer`s use of the website and its contents grants no rights to him in relation to our intellectual property rights, or that of third parties, in the website or its contents.

10.3 The commercial customer or consumer may not, without our prior written consent, copy, reproduce, crawl, frame, republish, download, print, post, distribute, re-post, broadcast, record, transmit, edit, communicate to the public, link to, deep-link into, or distribute in any way this website or materials on the website or the computer codes or elements comprising the website other than solely for your own personal use. The commercial customer or consumer may not use the content of this website for any commercial purposes whatsoever. In case of any commercial use of any content of this website without our prior consent, the commercial customer or consumer will be liable to a fixed penalty for each incident judged on the gravity of such unlawful use. Every use for commercial purposes without our prior written consent will be brought to the attention of the authorities triggering civil and criminal charges.

11. Liability in connection with this website

11.1 We shall be liable to the customer in all cases of contractual and extra-contractual liabilities for intent or gross negligence in accordance with statutory provisions relating to damages or reimbursement of frustrated expenditure.

11.2 In other cases, our liability only applies to a breach of a contractual obligation the fulfillment of which is a material prerequisite for the execution of the agreement and on whose fulfillment the user may generally rely; such liability shall be limited to the compensation of foreseeable and typical damages.

11.3 ic audio GmbH is also liable for the slight negligent violation of essential contractual obligations. These are obligations whose infringement jeopardizes the attainment of the purpose of the contract or whose fulfillment makes the proper implementation of the contract possible and which are regularly expected to be met. In such a case, however, ic audio GmbH shall only be liable for the foreseeable, contract-type damage. ic audio GmbH shall not be liable for the slight negligent violation of obligations other than those specified in the preceding sentences.

11.4 In all other cases liability on our part shall be excluded subject to liability for damages resulting from injury to life, limb or health.

12. Subject to Change

12.1 We may change these terms and conditions anytime at our own discretion by publishing an updated version of these Terms & Conditions on our website.

12.2 All commercial customers or consumers will be notified within thirty (30) days of changes to these terms and conditions. They will further be notified that continuing to use this website constitutes approval of said changes.

12.3 If any above-mentioned changes prove unacceptable to a commercial customer or consumer we kindly ask the commercial customer or consumer to delete his account or to refrain from using our services. Continuing to use this website indicates approval of said changes and will be deemed sufficient.

13. Miscellaneous

13.1 Only a commercial customer or consumer of ic audio GmbH shall be entitled to enforce these terms and conditions. No third party shall be entitled to enforce any of these Terms & Conditions.

13.2 These Terms & Conditions are the sole contract in force between a commercial customer or consumer and ic audio GmbH in connection with the website and the services provided by ic audio GmbH. These terms and conditions replace all other agreements in force up to date.

14. Jurisdiction

14.1 All agreement and their terms shall be construed according to German law. The laws of the Federal Republic of Germany shall apply with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG)

14.2 As far as legally permissible, the sole place of jurisdiction for all disputes in connection with any contract or agreement shall be Mannheim / Germany.

14.3 Changes to this contract require the written form. This also applies to a change in the written form requirement itself.

14.4 If any of these terms and conditions are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the rest of these terms and conditions shall remain in full force and effect.

14.5 The European Commission offers consumers a means to resolve disputes between consumers and companies arising from the use of the internet for shopping purposes. Please visit <https://ec.europa.eu/consumers/odr/> to find out more and to take advantage of this offer.

14.6 ic audio GmbH hereby declares in accordance with the German Law on Alternative Dispute Resolution in Consumer Cases (VSBG) that ic audio GmbH in principle is not taking part in any Alternative Dispute Resolution in Consumer Cases, nor is ic audio GmbH currently to take part in any actual Alternative Dispute Resolution in Consumer Cases.