sonic sales GmbH
GENERAL TERMS & CONDITIONS

1. **Validity of our General Terms & Conditions:** Our sale and delivery conditions apply exclusively; they shall also apply for future business with the contractual partner.
2. **Prices:** The purchase prices (PP) are exclusive of, and the recommended retail prices (RRP) inclusive of the value added tax stated on separate price lists. The price lists can be requested by contacting info@sonic-sales.de.
3. **Offers:** Offers are valid for 14 days. Exchange rates are updated daily.
4. **Payment and default of payment:** Following receipt of the initial order, we check the purchaser's credit rating. On this basis we decide whether delivery will be made on invoice or payment in advance. Our claims must be settled no later than within a period of 20 days from the issuing of the invoice. If the contractual partner is in default of payment then we are entitled to charge default interest for the year at the legal rate of 8 percentage points above the respective base interest rate.
5. **Shipping Costs / Shipping Terms:** The shipping costs will be borne by the contractual partner. The shipping costs are as follows:

	up to 3kg	up to 5kg	up to 10kg	up to 20kg	up to 31.5kg
Germany	6.59€	8.39€	9.89€	11.59€	13.09€
Austria	14.09€	18.29€	21.19€	23.99€	26.79€
BeNeLux	14.09€	18.29€	21.19€	23.99€	26.79€
France	14.09€	18.29€	21.19€	23.99€	26.79€
Switzerland	16.45€	20.85€	25.25€	30.75€	49.45€
United Kingdom	20.79€	24.29€	26.59€	29.99€	34.59€
Rest of EU	15.59€	16.89€	19.79€	26.79€	35.19€

Shipping Terms: FCA (Sonic Sales GmbH, Liebigstraße 24, 33803 Steinhagen) - Incoterms; risk transfers upon handover to carrier; freight/customs/duties & taxes for consignee's account. Der delivery will be made uninsured. If cargo insurance is required, this must be specified when placing the order.

6. **Dropshipping:** At the request of the buyer, we offer direct delivery (dropshipping) to the end customer within the EU. For this we charge a dropshipping fee of 50 € in addition to the regular shipping costs.
7. **Delivery date:** The goods will be delivered within 15 working days following receipt of the order. Should we fall into default of delivery, then the contractual partner must first, in writing, grant us an appropriate period of grace for supplementary performance; this grace period must be at least 14 days. Only after the unsuccessful lapse of this period is the contractual partner entitled to withdraw from the contract and request compensation for damages.
8. **Liability in case of defects:** Obvious defects must be reported in writing within no more than 14 days from the receipt of the delivery. The faulty goods must thereupon be returned to sonic sales GmbH within 7 days. In the case of a defect, we are entitled to correct the defect or to deliver a defect-free replacement (Supplementary performance, § 439 Para. 1 BGB). Claims brought by the contractual partner for the correction of defects or supplementary performance are excluded if they are only possible at disproportionately high cost; in particular, this is the case if the costs associated with the correction or supplementary performance exceed the purchase price of the product. The warranty period is 6 months from the delivery of the purchase item.
9. **Liability for damages:** Our liability for damages is limited to gross negligence and intent. This also applies for breaches of obligation on the part of our representatives and vicarious agents.
10. **Retention of title:** We shall retain title to all goods we deliver up until the fulfilment of all claims resulting from the supply contract if the contractual partner is in default of payment. In the event of culpable conduct in contravention of the contract on the part of the contractual partner, in particular in case of payment default, we are entitled to recover the delivery item, including without prior withdrawal from the contract. The contractual partner shall be obliged to surrender the goods. The recovery of the delivery item by us does not constitute a withdrawal from the contract, unless expressly declared in writing. In the event of the seizure of goods or other enforcement measures by third parties, the contractual partner must notify us immediately in writing. The contractual party is also obliged to insure our property against damages of any kind. The contractual party is entitled to sell our property on, provided that at least eighty percent of the revenue generated by the sale be paid to sonic sales GmbH for the purposes of debt reduction. With a period of 30 days following default of payment, we can unilaterally reclaim products in intact condition that have not been paid for or have only partially been paid for.
11. **Warranty:** The warranty is freely determined by the manufacturer. There is no statutory minimum warranty period. The guarantee period is 2 years, whereby proof of a manufacturing fault must be provided by the contractual partner within 6 months. Products subject to wear (e.g. power supplies) are generally excluded from the warranty. We reserve the right to repair faulty items, and the repair can take up to 3 months. Returns that are not defective will be charged a service fee in the amount of a min. of €25 to a max of €75. This consists of the service fee in the amount of €25, which is charged by Sonic Sales, and if applicable the fee charged by the manufacturer, which is max. €50. The amount of the manufacturer's service fee depends on the respective product and the respective manufacturer performing the inspection. Items not purchased from us will be returned unprocessed at the service charge.
12. **Stock value compensation:** Any form of stock value compensation, in particular due to previous price reductions for articles, is excluded.
13. **Final provisions:** German law shall apply. German material and formal law shall also apply if German law provides for the application of foreign law. The UN Convention on the International Sale of Goods shall not apply. Should individual clauses of these General Terms & Conditions be invalid, either in part or in full, this shall not affect the validity of the remaining clauses or the remaining parts of such clauses; statutory regulations shall apply in lieu. The place of jurisdiction is Gütersloh.

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Amtsgericht Gütersloh
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