

## GENERAL TERMS & CONDITIONS

- Validity of our General Terms & Conditions:** Our sale and delivery conditions apply exclusively; they shall also apply for future business with the contractual partner.
- 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@proactiveaudio.eu](mailto:info@proactiveaudio.eu).
- Offers:** Offers are valid for 14 days. Exchange rates are updated daily.
- 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.
- Shipping costs:** 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
European Union	12,95€	15,95€	17,95€	20,95€	24,95€
Europe (non EU)	17,95€	19,95€	24,95€	32,95€	49,95€
World	45,00€	56,00€	86,00€	146,00€	215,00€

- 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.
- 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. The delivery will be made, uninsured, to the specified location (Incoterms: DAP within the European Union, otherwise it will be exW). If the customer wishes to insure the value of the goods, this must be stated when placing the order.
- 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.
- 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 proactiveaudio.eu GmbH & Co KG 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.
- Warranty:** proactiveaudio.eu will not provide product warranty support to customers in the territory in any manner. The manufacturer covers all liabilities for products offered. The Manufacturer is responsible to offer a warranty for each product ("Manufacturer Product Warranty") that (a) meets or exceeds all applicable legal requirements in the Territory, (b) is reasonably competitive with warranties typically offered in the Territory for products that compete with the products.
- Stock value compensation:** Any form of stock value compensation, in particular due to previous price reductions for articles, is excluded.
- 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.

### Address

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Amtsgericht Gütersloh  
Registernummer: HRA7948

### Contact

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