

General Terms and Conditions of Herzklang-Services

By registering as a user with <http://www.herzklang-services.com> or www.herzklang-database.com (hereinafter referred to as "Herzklang") you accept the following General Terms and Conditions of Herzklang.

The operator of <http://www.herzklang-services.com> is Herzklang Services GmbH & Co. KG, Eggersallee 15, 22763 Hamburg, Germany, represented by its managing director Dirk Reichardt.

§1 General Information - Scope of Application

1. These Terms and Conditions apply to all current business relationships. The following business relationships apply for all orders sent to Herzklang by email or digital contents by customers supplied to order by Herzklang and are recognised by the customer with each order.

Consumers within the meaning of the Terms and Conditions are natural persons, with whom a business relationship is entered into and to whom a commercial or self-employed professional activity cannot be attributed.

Entrepreneurs within the meaning of the Terms and Conditions are natural or legal persons or partnerships with legal capacity, with whom a business relationship is entered into and who act in the pursuit of a commercial or self-employed professional activity.

Customers within the meaning of the Terms and Conditions are both consumers and entrepreneurs.

Digital Content within the meaning of the Terms and Conditions is data that is digitally produced and provided. Digital contents which are not supplied on physical data carriers include software, music and video downloads (also streaming), files which are sent by email, apps, online games or e-books.

2. Any differing, conflicting or supplementary general terms and conditions shall not be part of the contract, even if we are aware of them, unless their validity has been expressly approved in writing.

§2 Conclusion of contract

1. Our offers are subject to change. We reserve the right to make technical changes or modifications within the bounds of what is reasonable.

2. By ordering digital contents the customer declares with binding effect that it wishes to purchase the ordered digital content or merchandise.

3. When purchasing in the online shop, a purchase agreement enters into force with the acceptance of the customer's order by Herzklang. Price labelling in the online shop does not constitute an offer in the legal sense. Entry into and acceptance of the order can either be declared in writing or by uploading the digital content to the customer.

4. If the customer orders the digital content electronically, the text of the contract is stored by us and sent to the customer by email along with these General Terms and Conditions.

§3 Reservation of title

The digital content shall remain our property until payment has been received in full.

§4 Prices and shipping charges

The prices listed on the internet at the time of the order apply. The specified prices are end prices; that is, they include the applicable statutory value added tax and any other price components.

§5 Terms and conditions of delivery

When the digital content is downloaded or the goods are delivered, the customer receives the invoice from Herzklang

The customer expressly agrees that Herzklang will start to execute the contract before the cancellation period expires. The customer is aware that by giving this consent it will lose its right of revocation when the execution of the contract starts.

§6 Right of revocation for consumers: The following right of revocation applies exclusively for consumers:
I. Cancellation instructions for digital contents Right of revocation You have the right to revoke this contract within fourteen days without giving reasons. The cancellation period is fourteen days from the day of conclusion of the contract.

To exercise your right of revocation, you must inform us (<http://www.herzklang-services.com>), or Herzklang Services GmbH & Co. KG, Eggersallee 15, 22763 Hamburg, Germany, info@herzklang-services.com) by means of an unambiguous declaration (e.g. letter sent by post, telefax or email) of your decision to revoke this contract. You can use the attached sample revocation form for this, but it is not obligatory.

For the revocation deadline to be met, it is sufficient that you send the notification of the exercise of the right of revocation before the revocation period expires.

Consequences of the revocation

If you revoke this contract, we have to pay back to you all the payments that we have received from you, including delivery costs (with the exception of the additional costs resulting from the fact that you chose a different type of delivery than the cheapest standard delivery that we offer) promptly and no later than within fourteen days from the day on which we received the notification of your revocation of this contract. For this repayment we shall use the same method of payment that you used for the original transaction unless otherwise expressly agreed with you; on no account will you be charged a fee for this repayment.

§7 Exclusion of the right of revocation

The right of revocation does not apply to remote sale contracts: The right of revocation does not apply to the delivery of goods which are produced according to the customer's specification or are clearly tailored to his personal needs or which are not suitable for return by virtue of their nature.

Audio and/or video recordings, software and any other recorded media (e.g. video or music cassettes, PC software, DVDs, CDs, CD-ROMS, HD-DVDs, blu ray discs, tele-/LCD games) provided they have been unsealed by the consumer.

§8 Terms of payment

The purchase will be processed by advance payment.

§9 Warranty The warranty is based on the statutory requirements. The customer shall not receive any guarantees

from us in the legal sense.

§10 Limitation of liability

Herzklang excludes liability for damage caused by simple negligence, provided it does not relate to contractually essential obligations, damage resulting from loss of life, personal injury or illness or guarantees or claims under the Product Liability Law. The same applies to breaches of duty of Herzklang's vicarious agents. In the event of a breach of essential contractual obligations, liability in cases of simple negligence is restricted to damage which is typically associated with the contract and is foreseeable.

§11 Data protection

The customer is hereby informed that Herzklang will collect, store and process its files to the extent required to execute the contract and on the basis of the data protection regulations. Data will only be passed on to the extent required for the purposes of performance and to execute the contract. At the customer's request, the data will be deleted free of charge.

§12 Copyright

All photos and logos on these pages are the property of Herzklang. The reproduction and/or dissemination of any form of image material provided here is subject to the written approval of Herzklang.

§13 Final provisions

This contract is subject exclusively to the law of the Federal Republic of Germany. Should a provision of these General Terms and Conditions be ineffective, the remainder of the contract shall remain valid. In place of the invalid provision the relevant statutory provisions apply.