

## General Business Conditions (GBC)

### Our Delivery, Business and Payment Conditions

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Due to its many years of experience in the mail order business, Lautsprecher Teufel is able to attend to the security and satisfaction of all its customers in the best possible way. The following delivery, business and payment conditions apply to contracts with Lautsprecher Teufel – in the version that is valid at the time of the order:

## 1. General information/Conclusion of contract

a) The presentation and advertising of articles in our online shop do not yet constitute a binding offer to conclude a purchase contract and only serve to invite the customer to submit a purchase offer.

b) You can select various products from our range in our online shop <https://lu.teufelaudio.com/>, in particular but not exclusively audio products, and collect them in a so-called shopping cart by clicking the button "add to cart". In this shopping cart you will receive a summary of the most important information about the selected products (including their scope of delivery, quantity, unit prices, total price, country of delivery and invoice amount). The shopping cart can be edited individually. By clicking on the button "Checkout" you will get to the next step and will be asked to enter your personal data for order processing (guest order). Alternatively, you can also sign up for a customer account via the "Sign Up" button or log in to an existing account via the "Login" button. As a registered customer, you do not have to enter your personal data each time, rather before or during an order you can simply log in to your customer account with your e-mail address and the password you freely selected during registration. Afterwards you can choose your desired payment method by clicking the button "Continue" in your shopping cart. After you have selected it, you can continue with [payment method] by clicking the button "Continue". Only by clicking on the "Buy" button do you make a binding offer to purchase the goods in your shopping cart when ordering online. Before sending the order, you can change and view the data entered at any time. Before making an offer, you have the opportunity to take note of these General Terms and Conditions, your right of revocation and our [Privacy Notice](#). You can only complete your order by clicking on "Buy" if you accept our General Terms and Conditions and confirm that you are aware of your right of withdrawal and the [Privacy Notice](#) by placing a tick in the check box provided.

We accept your offer when we issue a confirmation of acceptance in a separate e-mail (order confirmation) or, if applicable, the payment transaction is already carried out by our service provider or the selected payment service provider (e.g. PayPal) before you click on "Buy". The time at which the payment transaction is carried out depends on the payment method selected in each case and specified under section 7.

The order confirmation confirms receipt of your order within a reasonable period of time after conclusion of the contract and you can print it out by clicking on "Print". In this order confirmation you will also find information on the expected delivery date. The text of the contract will be saved by us but is not accessible to you. This order confirmation also contains these general terms and conditions as well as further information about your order. In the General Terms and Conditions, you will also find information on your legal right of withdrawal.

c) For orders placed by telephone, e-mail or post, the contract is only concluded when we send you a binding order confirmation. You will receive this as a PDF document to your e-mail address.

This order confirmation also contains these general terms and conditions as well as further information about your order, and information on the expected delivery date. In the general terms and conditions, you will also find information on your statutory right of withdrawal.

If the payment for the goods ordered by telephone, e-mail or post has not been made by you within 7 days after the placement of the order, your order will be cancelled. A purchase agreement will then not be concluded.

d) You can choose to receive your contract either in English or in German.

e) The contracting party of the customer is:

Lautsprecher Teufel GmbH  
Managing Director: Sascha Mallah  
Budapester Str. 44  
10787 Berlin  
Germany  
Register Number HRB 20271 at the Berlin-Charlottenburg District Court  
VAT ID: DE136745959  
<https://lu.teufelaudio.com/support>

The European Commission offers a platform for Online Dispute Resolution (ADR) which you can find here:  
<https://ec.europa.eu/consumers/odr/>

We are neither required nor prepared to participate in a dispute settlement procedure before a consumer arbitration body.

Lautsprecher Teufel is not responsible for services offered by other service providers, e.g. streaming services such as Spotify or similar. To use these services, which can be used with certain of our products, you must directly conclude a contract with these providers.

f) In addition to loudspeakers, amplifiers, electronic equipment, accessories and fan shop articles, Lautsprecher Teufel offers vouchers, to wit Teufel Audio Gift Certificates, which give you the right to enter into a purchase contract with Lautsprecher Teufel for the purchase of goods to the value specified on the gift certificate. The voucher can only be used for the purchase of goods and not for the purchase of further vouchers. The voucher can be redeemed by entering or giving us notice of the Gift Certificate code in the shopping cart. For technical reasons, when purchasing in our online shop <https://lu.teufelaudio.com/>, you can only redeem one Teufel Audio Gift Certificate per order and combine it with only one coupon in accordance with section 12. For orders using phone, email or post, you can redeem more than one Teufel Audio Gift Certificate. A cash payment of the gift certificate amount is not possible. You can use the gift certificate only for one order and must not divide it amongst numerous orders.

If the amount of the gift certificate is not completely used, the remaining amount will be credited back to the same Gift Certificate that has already been used before. You can then use the same code on your Gift Certificate for further orders with the period of validity.

Teufel Audio Gift Certificates are transferable and may be given to friends, acquaintances, colleagues and relatives. The reproduction and any kind of resale of this Gift Certificate to any third parties is prohibited. Gift Certificates that have been illegally reproduced or sold shall lose their validity.

Teufel Audio Gift Certificates are valid for three years after the end of the year of the delivery date. Afterwards they can no longer be redeemed.

## **2. Prohibition of commercial resale of our products**

Sales of loudspeakers, amplifiers, electronic equipment, accessories, Teufel Audio Gift Certificates and fan shop articles by Lautsprecher Teufel are limited to quantities that are usual for a household. Any commercial resale of purchased goods without the prior approval of Lautsprecher Teufel is not permitted. Lautsprecher Teufel reserves the right to refuse future sales of goods to persons violating the above-mentioned provision.

## **3. Statutory right of withdrawal, contractual right of returncode**

### **a) Statutory right of withdrawal**

Consumers have a right of withdrawal for so-called distance contracts that are concluded exclusively via means of distance communication (e.g. when ordering via our online shop or by telephone). A consumer is any natural person who enters into a legal transaction for purposes that can predominantly be attributed neither to his or her commercial nor to his or her independent professional activity.

## aa) Right of withdrawal when ordering a single product

### **Right of withdrawal**

You have the right to revoke this contract within fourteen days without giving reasons. The withdrawal period is fourteen days from the day on which you or a third party designated by you, other than the carrier, took possession of the goods.

In order to exercise your right of revocation, you must inform us, Lautsprecher Teufel GmbH, Bikini Berlin, Budapester Str. 44, 10787 Berlin, Germany (Telephone 00800-200 300 40, Email: [withdrawals@teufelaudio.com](mailto:withdrawals@teufelaudio.com)) by means of a clear statement (e.g. a letter, telephone or e-mail sent by post) of your decision to revoke this contract. You may use the sample cancellation form that we provide at the end or electronically complete and submit another clear statement on our [website](#). If you make use of this option, we will immediately (e.g. by e-mail) send you a confirmation of receipt of such revocation. In order to comply with the revocation period, it is sufficient that you send the notification of the exercise of the right of revocation before the end of the revocation period.

### **Effects of withdrawal**

If you withdraw from this contract, we shall reimburse you for all payments we have received from you, including the costs of sending the goods (with the exception of the additional costs arising from the fact that you have chosen a different method of delivery to the cheapest standard delivery offered by us), immediately and at the latest within fourteen days of the day on which we receive notification of your withdrawal from this contract. For this refund, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged for this refund. We may refuse to make any refund until we have received the goods back or until you have provided proof that you have returned the goods, whichever is earlier. You must return or hand over the goods to us immediately and in any event no later than fourteen days from the date on which you notify us of the cancellation of this contract. This period shall be deemed to have been observed if you dispatch the goods before the expiry of the fourteen-day period.

We shall bear the costs of returning the goods. If we have delivered goods that cannot be sent by parcel post on the basis of the contract, we will collect them from you free of charge.

You shall only be liable for any loss of value of the goods if such loss of value is due to handling of the goods which is not necessary for the purpose of checking their condition, properties and functioning.

## bb) Right of withdrawal when ordering multiple products that are delivered separately

### **Right of withdrawal**

You have the right to revoke this contract within fourteen days without giving reasons. The withdrawal period is fourteen days from the day on which you or a third party designated by you, other than the carrier, took possession of the last goods.

In order to exercise your right of revocation, you must inform us, Lautsprecher Teufel GmbH, Bikini Berlin, Budapester Str. 44, 10787 Berlin, Germany (Telephone 00800-200 300 40, Email: [withdrawals@teufelaudio.com](mailto:withdrawals@teufelaudio.com)) by means of a clear statement (e.g. a letter, telephone or e-mail sent by post) of your decision to revoke this contract. You may use the sample cancellation form that we provide at the end or electronically complete and submit another clear statement on our [website](#). If you make use of this option, we will immediately (e.g. by e-mail) send you a confirmation of receipt of such revocation. In order to comply with the revocation period, it is sufficient that you send the notification of the exercise of the right of revocation before the end of the revocation period.

### **Effects of withdrawal**

If you withdraw from this contract, we shall reimburse you for all payments we have received from you, including the costs of sending the goods (with the exception of the additional costs arising from the fact that you have chosen a different method of delivery to the cheapest standard delivery offered by us), immediately and at the latest within fourteen days of the day on which we receive notification of your withdrawal from this contract. For this refund, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged for this refund. We may refuse to make any refund until we have received the goods back or until you have provided proof that you have returned the goods, whichever is earlier. You must return or hand over the goods to us immediately and in any event no later than fourteen days from the date on which you notify us of the cancellation of this contract. This period shall be deemed to have been observed if you dispatch the goods before the expiry of the fourteen-day period.

We shall bear the costs of returning the goods. If we have delivered goods that cannot be sent by parcel post on the basis of the contract, we will collect them from you free of charge.

You shall only be liable for any loss of value of the goods if such loss of value is due to handling of the goods which is not necessary for the purpose of checking their condition, properties and functioning.

cc) Model withdrawal form and exceptions to the right of withdrawal

You will find the model withdrawal form at the very end of our General Business Conditions.

### **Exceptions to the right of withdrawal**

The right of withdrawal does not apply to the following contracts:

- Contracts for the delivery of goods that are not prefabricated, and which were manufactured according to the individual selection or requirements of the consumer or which were custom made according to the personal needs of the consumer;
- Contracts for the delivery of sound and video recordings or computer software in sealed packaging if the seal was removed after delivery.

### **b) General information on returns within the legal right of withdrawal**

aa) In order to facilitate the allocation and internal processing of your return shipment and in order to make it possible for you to avail of a free return shipment, we ask that you first inform us about product returns via a quick telephone call to the following number: 00800-200 300 40 (Freecall) or by using the [online return portal](#).

bb) Please avoid damaging and contaminating the goods and their packaging. Send the goods back to us in their original packaging and together with all accessories and any packaging parts if at all possible. We would be grateful if, where necessary, you could use additional external protective packaging. If you no longer have the original packaging, please use suitable packaging that sufficiently protects the goods against damage when in transit.

cc) Please note that the modalities referred to in Paragraphs b) aa) and bb) are not a prerequisite for effectively exercising your right of withdrawal.

dd) Please note that returns of individual components of the system are not possible. This must be distinguished from the return of individual items of a collective order, which is of course possible.

### **c) Contractual right of return**

For all products with the exception of the Teufel gift vouchers, Lautsprecher Teufel grants you, in addition to the legal right of revocation, a supplementary contractual right of return of eight weeks from the day on which

you or a third party named by you, who is not the carrier, took or has taken possession of the goods. In case of partial deliveries, the receipt of the last delivery is decisive for the beginning of the return period. Your legal right of withdrawal remains unaffected.

The prerequisite for exercising the contractual right of return is that the goods are in a proper, undamaged condition and have not been individually designed by you (e.g. painting, engraving, permanent inscriptions). Excluded from the contractual right of return are cables and goods to which cables are permanently installed and which have been cut or cut to size by you. The right of return for textiles from the fan article area of the shop exists only if you have only tried the goods on for a fitting and return the goods undamaged and undamaged and with an undamaged seal and label.

Our return guidelines:

The request for return is to be directed to our service hotline 00800-200 300 40 or by using the [online return portal](#). You can find further information under <https://lu.teufelaudio.com/returns>.

If you make use of the online return portal, we will immediately send you (e.g. by e-mail) a confirmation of receipt of such a return request. Please be sure to quote the order number (to be found on the purchase receipt accompanying the product or the order confirmation you received as a PDF document, e.g. 30012345) and your e-mail address.

After exercising the contractual right of return, you are required to return the goods to Lautsprecher Teufel. If you do so in accordance with our [packaging guidelines](#) and return instructions, we will bear the return costs and the risk of damage and loss during transport. There will be no refund of the return costs within the scope of the contractual right of return. Otherwise, the regulations in number 2. lit. a) apply.

Please observe the [supplementary packaging instructions](#) when returning goods that contain dangerous goods (e.g. lithium-ion batteries).

If you have any questions regarding the return of products, please contact us in advance via our contact page <https://lu.teufelaudio.com/contact>.

**d) Notice for the rescission of a purchase contract for which a coupon was used (promotion voucher/voucher code):**

Please note that the (partial) winding up of the contract for exercising the statutory right of withdrawal or contractual right to return in the event of a purchase upon redemption of a coupon may also lead to the winding up of the contract about the receipt of the coupon. This is the case, if the acceptance of the coupon on our side is subject to the reservation of a purchase in the amount of a certain minimum order value and the partial winding up of the contract means that the minimum order value is not reached any more. This means that you will recover your coupon, but must refund the nominal value of the coupon, if the purchase upon redemption of the coupon is only partially winded up (e.g. only with respect to one item of the purchase) with the result that the minimum order value is not reached any more.

**e) Notice for the rescission of a purchase contract in which a Teufel Audio Gift Certificate was used:**

Please note that in case of the rescission of the purchase contract in which a Teufel Audio Gift Certificate was used, the gift certificate will be returned to you. There is no cash payment of the gift certificate amount.

**f) Notice for the rescission of a purchase contract for a Teufel Audio Gift Certificate:**

In case of the rescission of the purchase contract for a gift certificate as a result of exercising the statutory right of withdrawal, the following applies:

If you have already redeemed the voucher before the return period has expired, or you have passed the gift certificate on to a third party, you are required to provide compensation. In order to avoid the obligation to

provide such compensation, only redeem or pass on Teufel Audio Gift Certificates if you have decided not to make use of the statutory right of withdrawal.

**g) Notice for the rescission of a purchase contract with the addition of free additional articles/ accessories:**

Please note that if we have freely added the additional articles or accessories to your purchase, in case of the rescission of the purchase contract, the free articles or accessories must be returned, too. The granting of free articles or accessories is subject to you not exercising your statutory right of withdrawal or contractual right of return. Should you not send back the free articles or accessories, we are allowed to claim compensation for said value.

## 4. Warranty

Lautsprecher Teufel GmbH provides a contractual warranty for Teufel products according to the following provisions. For offered third-party products, the respective relevant manufacturer's warranty conditions apply, if applicable.

The legal regulations apply outside of, and remain unaffected by, the contractual warranty.

The guarantor is Lautsprecher Teufel GmbH, Budapester Str. 44, 10787 Berlin/Germany.

The warranty does only apply to Teufel products that were purchased directly from Lautsprecher Teufel GmbH by the initial purchaser. We do not provide a contractual warranty for free products. The execution of Teufel contractual warranty services leads neither to an extension nor a new start of the contractual warranty period. A further prerequisite of the warranty is the provision of a copy of the original invoice along with the device. In the case of a private resale of Teufel products, the warranty can be transferred to the purchaser as long as the original invoice is also provided.

- a) We offer a 12-year warranty from the date of purchase for outer-casing, chassis and the audio crossover of passive speakers, starting from the handover of the purchased item. This does not include surface damage due to natural wear-and-tear or ageing. The warranty claim is also void if the product is repainted.
- b) We offer a 2-year warranty from the date of purchase for electronic devices and components, portable and active speakers, streaming and/or Bluetooth devices and headphones, starting from the handover of the purchased item.
- c) We grant you a 2-year warranty for the provision of function-maintaining updates for products with digital content, calculated from the handover of the purchased item. As soon as an update is available, you will be notified of this either in the associated app, on the device display or on our support page, depending on the type of product. Furthermore, we reserve the right to adapt our products with digital content to the requirements of new technical environments (e.g. new operating systems) and to develop them further free of charge. Liability for material defects that arise as a result of your failure to install updates despite proper provision and information on the part of Teufel is excluded.

If a defect occurs within the warranty period in accordance with b) and c) above, the warranty shall expire

- i) not before the expiry of four months after the time when the defect first became apparent, and
- ii) not before the expiry of two months after the date on which the repaired or replaced goods were handed over to you.

When purchasing a set (e.g. '5.1. Set') consisting of several individual passive and/or active components, the warranty period is measured based on the individual components. In this case, section 4 a) and b) apply accordingly.

If defects occur within the above-mentioned contractual warranty periods that are neither due to damage resulting from improper use, improper handling, changes to the device (e.g. unscrewing the housing, removal of components; except Teufel MYND) by the customer, nor to electrical or mechanical overloading, and if no attempt at repair has been made by you or a third party (except Teufel MYND), we will either replace or repair the device at our discretion. If a device that is identical in every respect is no longer available to us, we shall be entitled to replace it with a technically equivalent device. In the event that we are unable to fulfil the warranty in the manner we have chosen, we will replace the current value of the device in question. Your use of Teufel warranty services is always free of charge.

The contractual warranty does not apply to changes to the software of a device or changes to external software with which the device interacts, if these changes were made by another company and are made after the device has been handed over to you. Lautsprecher Teufel points out that access to the device and changes to the software are possible by companies whose services, such as music streaming services, you use through the device.

In order to comply with our contractual warranty, please contact us before sending in the defective device and the copy of the invoice by phone at 00800 200 300 40, in writing at <https://lu.teufelaudio.com/contact> or by using the [online return portal](#). For goods that cannot be sent by parcel post (bulky or fragile goods), please arrange with us a collection date by a forwarding agent.

If the contractual warranty has been fulfilled in the course of the replacement delivery, you are obliged to return the first delivered goods to Teufel immediately, at best concurrently with the arrival of the replacement delivery, but at the latest within 14 days at our expense according to the criteria mentioned in the previous section. We reserve the right to claim damages under the conditions laid down by law if the return is refused or is made too late.

If you comply with our return instructions, [packaging guidelines](#) and [packaging instructions for dangerous goods](#) when sending in justified contractual warranty claims, we shall bear the risk of damage and loss during transport and shall bear the return costs if the return is from one of the countries supplied by us.

## **5. Transport damages**

If your goods are delivered with obvious transport damages, please immediately claim the damages at your deliverer and notify us as soon as possible <https://lu.teufelaudio.com/contact>.

The lodging of a complaint or contact has no consequences on your statutory rights. You simply help us assert our own claim against the carrier's or transport's insurance company.

## **6. Delivery conditions / Right of withdrawal in case of unavailable products / force majeure**

a) Delivery is made in the following countries: Croatia, Denmark, Estonia, Finland, Great Britain, Greece, Ireland, Latvia, Liechtenstein, Lithuania, Luxembourg, Norway, Portugal, Sweden, the Slovak Republic, Slovenia, the Czech Republic and Hungary.

We reserve the right to exclude some offered goods from delivery to certain parts of the country. We will inform you about any restrictions in our online shop at the latest at the beginning of the order process or in the detailed description of the goods.



Unless otherwise agreed and with the exception of the delivery of gift certificates (see below), the goods are delivered from Lautsprecher Teufel's warehouse to the delivery address provided by the customer. Due to the size of our products, the delivery to packing stations is not possible. If delivered by DHL or UPS, delivery is made directly into the residential home. It may happen that a shipment consisting of several packages is delivered on different days. If you are not at home, you will receive a notification from the delivery company, at which location (eg post office) you can pick up the goods. If delivered by a forwarding agent, that is, if the systems are quite large and packed on a one-way pallet, delivery is up to the kerbstone edge (in front of the property). The customer must take care of further transportation. The one-way pallet remains with the customer and is to be disposed of as domestic waste or in a recycling centre.

The Teufel Audio Gift Certificate is delivered as an email PDF.

b) The product descriptions in the online shop provide information about the availability of products. If the ordered product is not available because, through no fault of our own, our suppliers have not delivered this product, we can withdraw from the contract. In this case we will inform you immediately and, if possible, we will offer to supply you with a comparable product. If no comparable product is available or you do not want to be supplied with a comparable product, we will, if applicable, immediately refund you with any payments already made.

The date of delivery is no more than 21 days after the order has been placed.

In the event of different delivery times, we refer to on our product pages.

c) Serious, external, externally caused events ('force majeure'), such as but not limited to natural disasters, epidemics, industrial disputes, political unrest, warlike or terrorist conflicts, which have unforeseeable consequences for the performance of services, release both parties from their performance obligations for the duration of the disturbance and to the extent of their effect, even if they are in default. An automatic termination of the contract is not associated with this. The parties are obliged to inform each other immediately about the occurrence of such an obstacle and to adapt their obligations to the changed circumstances in good faith. If an amendment of the contract is not possible or unreasonable (e.g. because the force majeure will last indefinitely), either party may withdraw from the contract by declaration to the other party.

## 7. Payment transactions

You can generally pay for the goods by prepayment, via PayPal, credit card (MasterCard, Visa), Amazon Pay, Apple Pay or installment. The PayPal installment payment method is available for purchases with a value over 99.99 currency units. The Alma installment payment method is available for purchases with a value over 99 currency units.

Please note that you may not be able to use all the payment methods as the payment methods offered depend on the order amount, order method (telephone or online), the delivery method, the place of destination, the bank account and the preferences specified in the customer's account. The various possibilities are available for selection during the order process and are also described in [the information section on our webpages](#).

You have agreed to the receipt of electronic invoices. Electronic invoices will be sent to you in the form of a PDF via email.

You can pay for a Teufel Audio Gift Certificate only by PayPal or credit card.

If you choose prepayment, we will provide you with our bank details in the order confirmation. The invoice amount must be transferred to our bank account within 14 calendar days, stating the order number in the reference line. If payment is not made in full and on time, we are entitled to withdraw from the contract.

If you pay by credit card, PayPal, Amazon Pay or Apple Pay your account is debited immediately.

### **Alma SAS installment payment method**

We offer our customers the “Installment” and “Pay Later” payment methods via Alma SAS, 176 Avenue Charles de Gaulle, 92200 Neuilly-sur-Seine, France. Security of payments is guaranteed by Alma and its service providers. All payments are protected by 3D Secure.

### Purchase amounts

The instalment payment options offered by Alma are only suitable for amounts between €99 and €5,000. Please note that not all Alma instalment payment options may be available to you, or may not be available permanently.

### Fees

As consumer, you incur no fees for Alma installment payments.

Alma is the remote payment administrator and issues an electronic certificate as proof of the amount and date of the transaction in accordance with the provisions of French Civil Code art. 1365 et seq.

### Termination

Any termination of the GBC between you and Teufel, will result in the termination of the GBC between you and Alma.

### Contact

If you have problems with your installment payments with Alma, more information can be found here: <https://help.almapay.com/hc>.

Alternatively, you may contact the Alma customer service team via email at [support@getalma.eu](mailto:support@getalma.eu).

Furthermore, in case of dispute with Alma, extrajudicial arbitration services are available, provided by AFEPAME – Maître Carol SABA, which can be contacted at:

Website: <https://mediateur-consommation-afepame.fr>

E-Mail: [contact@mediateur-consommation-afepame.fr](mailto:contact@mediateur-consommation-afepame.fr)

Postal address: Le médiateur de la consommation auprès de l'AFEPAME c/o WEBHELP GRAY - Zac de Gray - Impasse Clément Ader, 70100 Gray.

## **8. Shipping costs**

The shipping costs are not included in the quoted sales prices. Each item has its own shipping costs. These shipping costs relate directly to the size, weight, number of packages, product group, shipping company and value of the product. The amount of the shipping costs can alter if additional components are included.

You are informed of the shipping costs due for your order on our product pages as well as during the processing of the order.

## **9. Charges/Customs duties/Sales tax**

For deliveries in non-EU countries certain additional country specific duties, taxes and fees may apply. The amount of the fees depends on the respective country of delivery. Please contact your Customs Office for further information on these fees. These fees are borne by you. In addition, additional service and handling fees may apply depending on the authorized carrier, of which we have no influence over. These fees are also

borne by you. For each delivery we send to a non-EU country, we create a NET invoice, without German VAT (Value Added Tax). The price under NET is without any duty and/or taxes.

Further information on toll charges can be found at [http://ec.europa.eu/taxation\\_customs/general-information-customs\\_en](http://ec.europa.eu/taxation_customs/general-information-customs_en) and on import taxes at <https://auskunft.ezt-online.de/ezto/Welcome.do>.

## **10. Retention of title**

The sale is subject to retention of title. The goods remain our property until the purchase price is paid in full.

## **11. Minimum order value**

Minimum for orders to be shipped outside of Germany is 19,00 EUR. Except for Sweden: minimum for orders to be shipped to Sweden is 199,00 kr.

Minimum for orders to be shipped to the UK is 19,00 £.

## **12. Coupons (promotion voucher/voucher code)**

If you received a coupon from us, you can redeem it against one of your next orders on <https://lu.teufelaudio.com/> within the promotion period (period of validity) subject to the following, but not conclusive, conditions (you will find the further conditions for each coupon on the respective coupon page): Each coupon can only be used once per order. You can only use one coupon per order. You can redeem both one coupon and one Teufel gift certificate (in accordance with section 1. f)) per order in the shopping cart. A cash refund is not possible – this also applies in the event that you exercise your contractual right of return or statutory right of withdrawal after purchasing a product using a coupon. For further information with respect to the winding up of the contract after exercising your statutory right of withdrawal or contractual right to return, we refer to section 3. d) of these General Business Conditions.

Teufel coupons are transferable and may be given to friends, acquaintances, colleagues and relatives. The reproduction and any kind of resale of these coupons to any third parties is prohibited. Coupons that have been illegally reproduced or sold shall lose their validity.

## **13. Copyright**

We have appropriate copyright and/or exclusive rights of use for all digital content, in particular for all images, films and texts published in our online shop. Any use or extraction of these contents is not permitted without our express consent.

## **14. Place of jurisdiction and applicable law**

The exclusive place of jurisdiction for all claims relating to the business relationship is Berlin if the customer is a businessman within the meaning of the German Commercial Code (HGB) or is a corporation under public law or if he does not have a permanent residence in the domestic country.

Contracts subject to these General Terms and Conditions shall be governed by the laws of the Federal Republic of Germany, excluding the CISG. In the case of consumers, however, this choice of law shall not apply in respect of such provisions which are mandatory under the law which would be applicable in the absence of the choice of law (usually the law of the country in which the consumer has his principal place of residence) and which may not be derogated from by agreement.

## Model withdrawal form

If you would like to withdraw from the contract, please fill in this form and return it to us.

To Lautsprecher Teufel GmbH, Bikini Berlin, Budapester Str. 44, 10787 Berlin , Germany (Telephone: 00800-200 300 40, E-Mail: [withdrawals@teufelaudio.com](mailto:withdrawals@teufelaudio.com)):

I/We\* hereby give notice that I/We\* withdraw from my/our\* contract of sale - order number:  
of the following goods\*,

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.

## End-User License Agreement (EULA)

Please read this End-User License Agreement (hereinafter referred to as 'EULA') carefully and completely. You agree to EULA when you use the Google Cast for audio-enabled Lautsprecher Teufel product (hereinafter referred to as 'Google Cast enabled device') and the apps suitable to its usage. You may only use the Google Cast enabled device and the app in accordance with this EULA.

This EULA governs your rights and obligations associated with the software programmes, including any updates and upgrades, and online or offline documentation, which are provided to you to use on the Google Cast enabled device by Lautsprecher Teufel or third parties from which these software programmes originate. The EULA also applies to any data arising from the use of the software programmes (hereinafter collectively referred to as 'Software').

Irrespective of this EULA, the use of individual software programmes on the Google Cast enabled device may be subject to the license conditions of third parties from whom these software programmes originate. In this case, the license conditions apply in addition to this EULA. In case of a conflict between this EULA and the license conditions of third parties, the license conditions of third parties shall prevail.

### 1. Software license

a) Lautsprecher Teufel grants you the right to use the software free of charge and solely in connection with the Google Cast enabled device upon which the software was originally installed by Lautsprecher Teufel. Lautsprecher Teufel and third parties reserve all rights to the software, to which you have not been expressly granted with this agreement. The right of use expires immediately after the Google Cast enabled device on which the software is installed is no longer used.

b) In no way may you duplicate, work on or edit this software or duplicate any alterations and changes. In no way may you tamper with or circumvent functions and mechanisms used to protect the software against unauthorised usage. In no way may you also disconnect the software or individual components of the software for the purpose of using components on one other or with another Google Cast enabled device and use them either together or separately. Reverse engineering and disassembling of the software is also prohibited. Decompiling is only permitted for the purpose of rectifying the software's inability to operate with other software or hardware components, insofar that this is permissible by law, which falls under this agreement.

c) The license restrictions stipulated in a) and b) do not apply to software programmes or programme components which fall under an open source license. The use of this software programme or programme components is based solely on the relevant open source license in its currently valid version which applies at the time of use. For any use of a software programme or programme components which are subject to an open source license, the user must familiarise himself/herself with the respective license conditions as well as to strictly comply with the license conditions. If the open source license includes an obligation on the part of the supplier to provide the user with the software's source code, the end-user can contact Lautsprecher Teufel in this regard.

d) You may not remove or alter, cover up or deface any trademarks or other notices on the Google Cast enabled device; this also applies to the Google Cast enabled device manufacturer or parts of the Google Cast enabled device or the software.

### 2. Content services

a) The acquisition or use of the Google Cast enabled device and software does not entitle you to access content (music or other sound recordings, films, etc.) which has been made available by a third party (hereinafter referred to as a 'Content provider') on a network or a server. The use of this content is exclusively

dependent on the conditions on which the content provider makes this content accessible for retrieval. In order to use this content, you must conclude an agreement with the content provider for which you may be obliged to pay a fee to use the content provider's content. Lautsprecher Teufel or a third-party provider from whom a software programme on the Google Cast enabled device originates are not responsible for the provision and use of the content by a content provider.

b) If you use the Google Cast enabled device and the software to access legally protected content (music or other sound recordings, films, etc.), the Google Cast enabled device and the software may only be used to the extent to which law or contract allows you to access this content in accordance with the law under which this agreement or content fall. You shall indemnify Lautsprecher Teufel and any third party from whom the software programme on the Google Cast enabled device originates from any claims that may arise due to unlawful use of content. This also applies to any costs which may arise for Lautsprecher Teufel or a third party from whom the software programme on the Google Cast enabled device originates in connection to your unlawful use of content. In the case of the unlawful use of content, you agree that Lautsprecher Teufel or a third party provider from whom a software programme on the Google Cast enabled device originates shall take all appropriate measures to ensure the property rights to the content. Such measures may also include online controls on your use of the software or another user of the Google Cast enabled device which allow for an examination of the lawful use of the software.

### **3. Internet connection**

The use of the Google Cast enabled device and online access to third-party content require an Internet connection. You must conclude a license agreement with a telecommunications provider in order to have an Internet connection. Lautsprecher Teufel or a third party provider from whom a software programme on the Google Cast enabled device originates are not responsible for the services of the telecommunications provider. Lautsprecher Teufel or a third party from whom a software programme on the Google Cast enabled device originates do not guarantee that the Internet connection you have on your Google Cast enabled device is sufficient in order to use all the Google Cast enabled device's functions or the software installed on it. The provision, quality and security of your Internet connection is the sole responsibility of your telecommunications provider and is subject to the conditions it agreed upon with the end-user.

### **4. Updates and upgrades**

The end-user agrees that Lautsprecher Teufel or a third party from which a software programme on the Google Cast enabled device originates shall regularly make online software upgrades, updates and other changes at its own discretion, i.e. without any prior consent. If necessary, such upgrades, updates or changes can modify or delete functionalities of the software. Lautsprecher Teufel or a third party from whom a software programme is provided on the Google Cast enabled device can make the further use of the software or a software component conditional on the complete installation and acceptance of upgrades, updates or changes. The terms of use of this EULA shall continue to fully apply for the upgraded, updated or modified software or software component.

### **5. Liability and guarantee**

a) Lautsprecher Teufel and the end-user agree that the absence of errors in software based on the current state of technology cannot be guaranteed. Minor errors in the software do not represent a defect with the Google Cast enabled device. Lautsprecher Teufel will endeavour to resolve any substantial errors by way of online software updates.

b) Lautsprecher Teufel or a third party from whom a software programme on the Google Cast enabled device originates are not responsible for software functions meeting your expectations and that the software is regularly updated.

c) Provided it is possible to use the Google Cast enabled device and software to access the network or the server of Lautsprecher Teufel or a third party, who can also be a content provider, Lautsprecher Teufel does not guarantee that, upon granting the right of use to the software, continuous access to the network or server of Lautsprecher Teufel or the third party can be guaranteed at all times and without interruption.

d) Lautsprecher Teufel or a third party from whom the software programme on the Google Cast enabled device originates, do not assume any warranty or liability in all cases where the end-user uses the Google Cast enabled device and the software in an environment where it may not be used due to the law, contract, house rules or any other possible reasons (e.g. hospitals, nuclear power facilities, aircraft).

## 6. Termination

Lautsprecher Teufel or a third party from whom a standard programme on the Google Cast enabled device originates are entitled to terminate this EULA and any additional provisions in favour of the third party and thus to prohibit the end-user from further using the software when the end-user has violated a provision of this EULA once again after Lautsprecher Teufel or the third party informed him/her of the infringement of this EULA. In case of termination, they are no longer entitled to use the software or the standard programme affected by the termination.

## 7. Inclusion of third parties

a) Every third party from which a software programme on the Google Cast enabled device originates is entitled to assert and enforce all rights of Lautsprecher Teufel, arising out of the terms of this EULA against the end-user, in its own name against the end-user, provided that the third party has been affected by the end-user's behaviour. This applies in particular when the behaviour of the end-user impacts the third party's interests to its software programme.

### b) Google Cast for Audio

aa) Google Cast for Audio is a software-based technology of Google, Inc., USA, which enables the Google Cast enabled device to wirelessly access content made available by Google. Upon installing this technology, you must accept the Google Terms of Services (<https://policies.google.com/terms?hl=en>) and the Google Privacy Policy (<https://policies.google.com/privacy?hl=en>). It is not possible to use the technology without your express acceptance of these Google policies.

bb) You can subsequently activate a technology provided that Lautsprecher Teufel installs a Google Cast technology on a Google Cast enabled device at a later point in time. In this case, you must also accept the Google Terms of Services (<https://policies.google.com/terms?hl=en>) and the Google Privacy Policy (<https://policies.google.com/privacy?hl=en>). It is not possible to use the Google Cast technology without your express acceptance of these Google policies.

cc) In addition to software whose usage is limited to the property rights of Google or third parties, Google Cast for Audio also uses open source software which is subject to the conditions of an open source license. Further information is available at <https://support.google.com/googlecast/answer/6121012>. The end-user acknowledges the requirements and restrictions of this open source license upon using Google Cast for Audio.

### c) StreamUnlimited Engineering GmbH

The Google Cast enabled device contains a software programme of StreamUnlimited Engineering GmbH, Austria (hereinafter referred to as 'StreamUnlimited') that is required for the use of Google Cast for Audio and if necessary for other technologies and services in the future. In addition to the terms of use for software on the Google Cast enabled device, the following conditions, which are required for using StreamUnlimited Software, and which are accepted by the end-user upon using the software, apply.

aa) The end-user acknowledges that any use of the licensed software is limited to a certain cloud server. The conditions for use are outlined in the best practice for the authentication and server usage (see below).

bb) The end-user is prohibited from transferring the StreamUnlimited software to another Google Cast enabled device.

cc) StreamUnlimited rejects any warranty in the scope allowable by applicable law. Implied warranties of sufficient quality, suitability for a particular purpose, violations of intellectual property rights of third parties and defects that arise in the course of using the software are excluded from the warranty. Furthermore, StreamUnlimited does not guarantee the uninterrupted provision of the licensed software, nor does it guarantee that it will run smoothly or that defects shall be rectified.

dd) StreamUnlimited rejects any liability for any direct or indirect or incidental or consequential damages arising from the use of licensed software.

ee) StreamUnlimited rejects any liability for the availability and proper functioning of audio service functions such as Google Cast, unless it can be demonstrated that StreamUnlimited acted with intent or gross negligence.

ff) The end-user agrees that his/her use of StreamUnlimited's licensed software shall be verified by protocolling user activities on the cloud server, that Lautsprecher Teufel may also report unauthorised use to StreamUnlimited and that Lautsprecher Teufel can transfer any rights of examination to which it is entitled to StreamUnlimited.

gg) The end-user is aware that the permission to use the licensed software may be revoked under certain conditions set out by StreamUnlimited. These conditions are outlined in 'Best practice for authentication and server usage' (see below).

hh) The end-user acknowledges that the developer of audio service functions such as Google Inc. can revoke the license key for the use of its functions regardless of this EULA and the supplementary terms of usage of StreamUnlimited, and that StreamUnlimited may not influence these measures in any way. StreamUnlimited cannot be held responsible by end-users for such disruptions to the services of audio service functions such as Google Cast.

ii) The end-user agrees that StreamUnlimited is entitled to enforce its intellectual property rights to the licensed software in accordance with this EULA.

#### Best practice for authentication and server usage

(i) The end-user acknowledges that the licensed software has been developed by Stream Unlimited Engineering GmbH (hereinafter referred to as 'StreamUnlimited') and that StreamUnlimited organises and supports the cloud server which is required for access to audio services.

(ii) The end-user acknowledges that any use of the licensed software or the supported online music features (e.g. Google Cast) or any other function can make a transfer to a cloud server necessary, which include the 'Google App Engine' which is operated and managed by Google, Inc., USA, or a similar product that is operated or managed by a third party. StreamUnlimited is not responsible for unauthorised access to this cloud server and for the data processed in this event.

(iii) Within the context of a subscription agreement, the end-user can access the cloud server through a Google Cast enabled device or any other method permitted by Lautsprecher Teufel.

(iv) By agreeing to the provisions of this EULA and any additional terms of usage of StreamUnlimited, the end-user is granted a non-exclusive, revocable, non-transferable, limited right to use the respective cloud server in accordance with the terms of the EULA and the additional terms of usage of StreamUnlimited for the sole



purpose of streaming content via the licensed software and the corresponding online music features, as they are integrated into the Google Cast enabled device.

(v) The end-user acknowledges that he/she has no right or other entitlement to the cloud service, data, applications, business methods or parts thereof, or any type content, which is processed via the cloud server.

(vi) The right of the end-user to use the cloud server ends with the object of ownership to the licensed product.

(vii) The end-user acknowledges that StreamUnlimited is entitled within appropriate means to check the end-user's lawful use of the licensed software in order to detect any unlawful or in any way irregular use of the licensed software (e.g. the transmission of a copy of the licensed software to an unlicensed Google Cast enabled device). The identification of the Google Cast enabled device of the end-user is carried out using an integrated individual token to which the end-user, by using it, gives his/her consent for monitoring purposes.

(viii) The Google Cast enabled device communicates with the cloud service during every operation, in order for StreamUnlimited to generate certain data required for the authentication and verification of the legitimate use of the licensed software. This data processing does not violate any confidentiality interests of the end-user, because StreamUnlimited, as the owner of the intellectual property rights to the licensed software, can invoke its legitimate and prevailing interests in the verification of the proper usage.

(ix) For this reason, the end-user recognises that the usage of StreamUnlimited's licensed software shall be monitored each time the cloud server is accessed, so that the MAC address (Media access control address), the IP address of the end-user, the brand, model and firmware version of the Google Cast enabled device, the identification number and the access time stamp are protocolled every time the StreamUnlimited Google Cast enabled device is activated. By analysing this file, StreamUnlimited can detect any misuse of the licensed software. The end-user acknowledges that StreamUnlimited may store and process the data from these monitoring activities and analyse them in the case of reasonable suspicion of illegal misuse of the licensed software. StreamUnlimited is also entitled to transmit the data in an anonymous format to the appropriate developer of one of the licensed software-supported functions if reasonable suspicion of an infringement by the end-user exists.

(x) The end-user acknowledges that StreamUnlimited can revoke the right to use the licensed software if the analysis of the monitored data suggests a reasonable suspicion of unlawful use of the licensed software. In this case, the end-user shall receive an automatic notification with instructions to contact customer service. If it turns out that the end-user is an authorised user, customer service can reactivate the licensed product for him/her.

(xi) In regards to its intellectual property rights to the licensed software as well as to the usage of the licensed software, the end-user accepts that StreamUnlimited is a direct beneficiary to such as stipulated by this EULA and the supplementary terms of usage of StreamUnlimited. StreamUnlimited is entitled to defend the rights to the licensed software and to enforce all rights and claims arising from misuse of the licensed software or a breach of this EULA or the supplementary terms of StreamUnlimited directly against the end-user.

## **8. Other relevant provisions**

a) In addition to this EULA, the Data Privacy Policy which was agreed upon between Lautsprecher Teufel and the end-user in regards to the use of the Google Cast enabled device and software shall apply for the use of the Google Cast enabled device and the software. In case of a conflict between this EULA and the Data Privacy Policy, the provisions of the Data Privacy Policy shall prevail over the EULA.

b) In addition, the General Terms and Conditions of Lautsprecher Teufel shall apply. In case of a conflict between these General Terms and Conditions and this EULA, the provisions of this EULA shall prevail.

## **9. Applicable law and jurisdiction**

Insofar that the purchaser and/or end-user of the Google Cast enabled device is a merchant, EULA is governed by the laws of the Federal Republic of Germany under exclusion of the UN Convention on the International Sale of Movable Goods. The legal place of jurisdiction is Berlin, Germany.

Insofar that the purchaser and/or end-user of the Google Cast enabled device is not a merchant, German law shall also apply, provided that the law of the State in which the purchaser and/or end-user of the Google Cast enabled device is located allows for the application of foreign law to be agreed upon in a legally effective way.