

Terms and Conditions for Online Transactions on www.jazzrecords.com/enja

§ 1. With ordering from our shop, the customer accepts our terms and conditions.

§ 2. General issues

1. When ordering, a binding offer is made by the user of the ENJA Web Shop ("the customer") towards ENJA HW ("ENJA Records").

2. All needed detail agreements between ENJA Records and the customer are written down in these terms and conditions.

§ 3. Offer

1. The orders the customer makes are binding offers. All orders made electronically are instantly getting confirmed.

2. The confirmation counts as acceptance. Only with sending the confirmation to the customer's e-mail address, the contract is closed.

3. If there happen to be spelling or calculating mistakes in our website, especially concerning the shipping costs, as well as when there are obstacles from the side of our suppliers, we reserve the right to back out of the contract.

4. As a matter of principle, only typical household shipments are made. Larger shipments only on special agreement.

§ 4. Costs

1. The costs of the order are made up of the particular costs of the ordered articles plus the shipping costs.

Normally, single CDs cost €17,50, double CDs cost €25,-.

2. Shipping and handling:

- inside Germany €3,00 - free if order > €50,-

- inside the EU €6,00 - free if order > €50,-

- in rest of world €8,00 for up to 5 CDs. Please contact us directly for larger shipments.

For shipments out of these ranges the actual shipping costs are used for calculation. In this case, the contract is only made when the customer accepts the final offer from ENJA.

3. Prices are in Euro (EUR). They include value-added tax following the German law "§ 1 Absatz 2 Satz 1 UStG" for shipments to Germany and the European Union, if it is needed. When shipping to countries outside the EU, additional toll costs that we cannot influence may occur.

§ 5. Shipping conditions

1. We are shipping at usual conditions. We decide about itinerary and means of conveyance, unless the customer wishes a certain way of conveyance and - if there are extra costs - pay the price difference. Transfer of perils takes place upon delivery of the shipment.

2. The following time periods between online order and delivery of the ordered goods can be seen as a guideline:

Germany - 1 week

Europe - 2 weeks

Rest of the world - 3 weeks

Although ENJA Records or its transport agents will normally deliver within this period, the given times of delivery are not binding. If an article should be unavailable, we obligate ourselves to let the customer know immediately and give back any payments the customer may have already made. ENJA Records reserves the right not to deliver if unforeseen shortages occur. Articles which are not available will be removed from the web shop as soon as we get knowledge of any such shortage.

3. If the delivered articles do not match the description, ENJA Records will bear the costs of returning the corresponding articles.

§ 6. Payment

1. 30 days after you received the invoice. Bank transfer to the account written on the invoice.

The compulsory right of withdrawal does not apply for audio and video media unsealed by the customer.

§ 7 Returns and complaints

1. The customer can send back all articles during up to 14 days after delivery. Please care to frank the goods as needed and to pick the most cost-saving way of conveyance. If the customer lives in Germany and sends back defective goods within 14 days, and if the whole order amounts to more than €50,00, we will refund the customer's mailing expenses. The customer only has to pay the mailing expenses for orders under €50,00. The customer always has to pay the costs of returning goods in case he cancels his/her order.

2. As a basic principle, the customer can send back sealed and unused articles within 30 days after delivery. If the goods are sent back within 30 days, but after more than 14 days, we cannot refund any mailing expenses as stated in §7.1.

§ 8 Applicable law

1. Only German law is applicable. UN law/UNCITRAL is not applicable.

2. Country specific regulations:

For goods returned from Finland, ENJA Records will bear the costs of returning the goods in any case. If the 14-day time limit ends on a Saturday, Sunday or Public Holiday, it will be extended until the next working day.

Spain: After a successful cancellation has been made by the customer, ENJA Records has to return the customer's payment within 30 days. Otherwise, the customer has a right to get back twice the amount.

§ 9 Severability clause

If any provision of these policies and regulations or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of these policies and regulations which can be given effect without the invalid provision or application, and to this end the provisions of these policies and regulations are severable. In lieu thereof there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.