

The following General Terms and Conditions of Sale govern the offer and sale of products on this web site (www.lo-fi-merchandise.com). We supply all goods at the request of our customers if they are ordered in compliance with these Terms & Conditions. If we experience problems with fulfilling an order we will email the customer with details of the problem and offer an alternative if necessary we may re-process the order to resolve issues that may arise at the point of ordering. Special offers only while stocks last. The ordered goods remain property of Lo-Fi merchandise until the complete payment.

General terms and conditions (GTC) of Lo-Fi Merchandise



General information

Shopping on Lo-Fi Merchandise is possible by using the cart. All products that can be added to the cart can normally be delivered. If a product is no longer in stock, the buyer can still add it to his/her wishlist and will receive an email notification when the product will be available again. In addition, Lo-Fi Merchandise also offers the option of pre-ordering records before their official release date. For the purpose of clarity, Lo-Fi Merchandise would like to emphasise that the pre-ordered products cannot be delivered before the official release date. The vinyl records available for sale include new records if the condition of records deviates from the average quality, this is mentioned in the description. Avoiding damages of the Vinyl packaging we are putting out Vinyl for transport.

1. Area of applicability

These GTCs are applicable for every order placed with Lo-Fi Merchandise irrespective of whether the order has been placed via the website using the "Cart" or by telephone. These Terms are printed in Lo-Fi Merchandise catalogues and can be accessed on the Internet under the Link Terms. In addition, these Terms are sent to every customer along with the order confirmation sent by Lo-Fi Merchandise (see the Conclusion of a contract).

2. Conclusion of a contract

Orders can be placed with Lo-Fi Merchandise using the cart on the website (www.lo-fi-merchandise.com) as well as by telephone or e-mail. The order is a binding offer of the customer to conclude a sales contract. The sales contract comes into force when Lo-Fi Merchandise sends an order confirmation to the customer via an email. If Lo-Fi Merchandise does not have the customer's email address, the sales contract shall be concluded over the phone. Lo-Fi Merchandise can accept the customer's offer mentioned in the order within 14 calendar days. If this does not happen (no order confirmation, no conclusion of the contract over the phone within the specified period), the customer's offer shall be considered as rejected.

3. Orders via the website (cart)

Order can be placed via www.lo-fi-merchandise.com using a cart system equipped with a secured connection ([https-Protocol/SSL-Encryption](https://www.ietf.org/rfc/rfc2818.txt)) in the following three steps.

Step 1

The customer can add the products of his/her interest to the cart by clicking the "Cart" function. The customer can use the "To Cart" button (on the right in the navigation menu) to view the cart at any time. He/she can view the products in the cart, their prices and quantities. In the "Quantities" column, the customer can select the "Remove item" function to remove any selected product from the cart or correct number of items.

Step 2

The customer can click on the "Checkout" button to go to step 2, where he/she must enter the address, email address and telephone number. He/she may also specify a delivery address that is different from the invoice address.

Step 3

The order is completed in step 3. The invoice and delivery address is displayed again to the customer. He/she can use the "Change data" button to correct the incorrect entries. For completing the order, the customer must select one of the available payment methods. Once the customer clicks the "Buy and pay now" button, it shall be considered that the customer has accepted the Terms which can be viewed at any time. These Terms can be viewed at any time as a "print version" in the PDF format and saved.

The customer can always cancel the previous order step and make changes. After clicking the "Buy and pay now" button, the customer will immediately receive an email indicating the receipt of his/her order. The receipt confirmation is normally sent along with the order confirmation email.

4. Prices / postage / shipping costs

There is no minimum order value at Lo-Fi Merchandise. All prices are specified in euros and are inclusive of the statutory sales tax (VAT). Prices specified at the time of concluding the order shall be applicable. The sales tax is specified separately in invoices.

TAX

All prices shown include the German VAT of 19%. Lo-Fi merchandise is obliged to add 19% to all merchandise items for orders within the European Union and Germany. For orders outside of the European Union (Norway, Switzerland, all countries outside Europe) the amount will be **without 19% German tax**. Lo-Fi Merchandise will prepare all necessary custom documents. Customs and any fees charged by customs are completely out of Lo-Fi's responsibility and are depending of each country and their tax and import law. Postage and shipping costs shall be applicable as follows on base of

weight of each article and packaging:

SHIPPING COSTS FOR PRIVATE CUSTOMERS

weight of order	national	international
up to 20g (Ticket)	2,40 Euro	4,00 Euro
up to 60g (Buttonset)	2,80 Euro	4,00 Euro
up to 90g (1 Slipmat)	4,00 Euro (sent as <i>Päckchen</i> , not insured)	6,50 Euro
up to 200g (1 T-Shirt)	4,00 Euro	6,80 Euro
up to 500g (for ex. 2 T-Shirts)	6,00 Euro	6,80 Euro
up to 1kg (1 Hoodie or 4 Shirts, ...)	6,00 Euro	12,00 Euro
up to 2 kg (3 Hoodies)	6,00 Euro	21,50 Euro
up to 9kg	10,00 Euro	28,00 Euro
> 9kg (bulk good - Skateboard)	10,00 Euro	30,00 Euro

We ship WORLDWIDE!

Shippings

Orders are dispatched via DHL (Germany) and Deutsche Post by default. If the products cannot be delivered because the customer is unavailable or he does not pick them up, they will be returned to Lo-Fi Merchandise, which will then contact the customer max. two (2) times via e-mail. Lo-Fi Merchandise also reserves the right to entrust another company with delivery. Delivery times depend on the destination country.

Average delivery time posted by German Post:

Germany: 1-2 working days

Europe: 3 to 4 working days

World: up to 10 working days or longer, depending on customs.

- Shipping costs will be calculated automatically in our shop system. Prices are calculated to their weight (& packing material needed). Please note that the shipping costs include all additional costs due to the ordering process, like packing, possible credit card fees, handling charges.
- If a product should be out of stock, we will inform the customer immediately via e-mail.

Additional customs duties and charges are applicable for deliveries in non-EU countries. Informational links

- http://ec.europa.eu/taxation_customs/index_en.htm for infos regarding customs duties
- <http://auskunft.ezt-online.de/ezto/Welcome.do> for information on turnover tax
- <http://xtares.admin.ch/tares/login/loginFormFiller.do> especially for Switzerland

5. Payment conditions / reservation of proprietary rights

Payment types

Lo-Fi Merchandise accepts payments per bank transfer, Paypal, Sofortüberweisung, Creditcard (Visa, Master Card).

Bank transfer

The money must be transferred to the bank account specified when concluding the contract. The customer must bear the transactions charges applicable for money transfer.

Lo-Fi Merchandise/ B. Castagnet
IBAN DE24660100750615403755
BIC code PBNKDEFF
Bank: Postbank Karlsruhe

Sofortüberweisung

Sofortüberweisung is an easy-to-use direct money transfer method that complies with the high security standard of online banking and TÜV-certified data protection. A registration is not required, transfer money to an intermediate account or send credit card details. sofortüberweisung.de uses the sofortüberweisung.de payment form, which is secured and not accessible to dealers, to automatically transfer money from your online banking account in real time. The amount is transferred immediately and directly to the seller's bank account. Products can then be immediately dispatched and services can be immediately rendered. **There are no additional costs.** Within this shop system you can use direct banking via our secure payment service provider Ogone. NOTE: sofort banking is currently available only in **Germany, Austria, Switzerland, Netherlands and Belgium.** Orders over 250€ (amount of goods) are payable only with money transfer and Sofort Banking!

[More information](#)

PayPal

The procedure prescribed by PayPal is used for payments via PayPal. If payments are made via PayPal, Lo-Fi Merchandise does not receive the customer's bank account details. This payment method offers different ways of payment: via credit card, money wire or giropay. No extra fees charged.

[More information](#)

Credit card

For credit card payments, Lo-Fi Merchandise works with the "ipayment" payment system of Ogone a division of Ingenico Payment Services which is certified as per the highest level of security standard PCI DSS (Payment Card Industry Data Security Standard). The customer needs to enter the essential credit card and payment details online using the ipayment interface. As a result, Lo-Fi Merchandise does not receive the customer's details. The data is transferred using a secured connection (SSL-encrypted). The customer's credit card account is debited once the order is completed.

The following cards are accepted: Visa Card, MasterCard

Reservation of proprietary rights

Except for the cash on delivery option (see below) and for the pick-up of products from the Lo-Fi Merchandise Selected Store (see below), the customer is under obligation to pay the entire purchase price in advance within fourteen (14) days after receiving the order confirmation sent by Lo-Fi Merchandise or after the contract conclusion over the telephone (advance payment). The product will be dispatched after receiving the payment. The deadline shall be considered to be met if the specified amount is credited to the Lo-Fi Merchandise account before this period expires (the value date in the account statement is considered as the payment receipt date).

Until the entire payment is made, products remain the property of Lo-Fi Merchandise. and Lo-Fi Merchandise reserves the right to refuse to deliver the promised service if the products are not available. If the payment has already been made, a credit note for the purchase price will be sent to the customer and is adjusted against the next order by using a voucher code or the payment is refunded at the request of the customer.

If the ordered product needs to be delivered in a foreign country (especially outside Europe), the customer must bear the applicable import duties (primarily customs).

If the customer picks up the products from the Lo-Fi Merchandise Selected Store (Revaler Straße 9, 50825 Köln), he/she also has the option of paying in cash in addition to EC and credit card.

6. Lo-Fi Merchandise's right to rescind

If Lo-Fi Merchandise does not receive the payment within the 14-day payment period mentioned in point 5 (1), Lo-Fi Merchandise is entitled to withdraw from the contract. After receiving the order, Lo-Fi Merchandise reserves the ordered products for the customer. If the products are reserved, they are not available for sale to other customers. In order to sell the ordered products to other customers, Lo-Fi Merchandise may withdraw from the sales contract if payment is not received within the agreed period. If the customer has opted to pick up the products from Lo-Fi Merchandise Selected Store, products are kept there for fourteen (14) calendar days starting from the first working day after the order. If the customer fails to pick up the product within this period, Lo-Fi Merchandise is entitled to exert its right to rescind.

7. Shipping / delivery time

Orders are dispatched via DHL and DeutschePost by default. If the products cannot be delivered because the customer is unavailable or he does not pick them up, they will be returned to Lo-Fi Merchandise, which will then contact the customer. Lo-Fi Merchandise also reserves the right to entrust another company with delivery.

8. Acceptance of the delivery by the customer

The customer should not accept packages that are visibly damaged on the outside without registering a complaint, as this will make the verification of a damaged consignment during transit at the cost of Lo-Fi Merchandise difficult or may rule out such a possibility. When accepting the delivery, the customer must therefore ensure that the delivered package is not damaged on the outside. If the package is visibly damaged and therefore damage to its contents is obvious, the customer must show this to the delivery agent and let the delivery agent make a suitable note and should retain a copy of this note.

9. Right of cancellation

Customers of Lo-Fi Merchandise reserve the right of cancellation in accordance with the provisions of the Distance Selling Regulations.

10. Cost bearing agreement in the event of cancellation

If the right of cancellation is exerted, it is agreed that the customer shall bear the regular costs of the return delivery if the delivered products correspond to the ordered ones and if the price of the products to be returned does not exceed 40 euros or, even by higher amounts if a contractually agreed payment is subsequently cancelled by the customer but the order was nonetheless shipped. In all other cases, the customer need not bear any costs for the return delivery.

In case of orders placed by customers residing in other countries, whether EU or non-EU territory, the following applies:

If the right of cancellation is exerted, it is agreed that the customer shall bear the regular costs of the return delivery.

Our customers are therefore entitled to revoke their declaration to conclude a contract in accordance with the following cancellation notice.

11. Disclaimer notice

Right of withdrawal

You have the right to withdraw from this contract **within 14 days** without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good. To exercise the right of withdrawal, you must inform us (Lo-Fi Merchandise Bertrand Castagnet, Lichtstrasse 26-28, 50825 Köln Deutschland, Fax +49(0)221 1393077, mailorder@lo-fi-merchandise.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will bear the cost of returning the goods. You are liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

Your right to cancel will not be agreed in the following situations:

1. on returns of sealed audio- or video (e.g. CDs, LPs, DVDs) or software (e.g. games), if you have already unsealed the packaging;
2. on a sale of tickets for events of any kind (e.g. concerts and festivals). These are non-refundable.
3. on an order for personalized items, or products that have been manufactured according to your specifications.
4. on sealed goods, which are not applicable for a return for reasons of health and safety or hygiene, in the situation where the sealing has been removed (e.g. piercings, contact lenses)

Sample cancellation form - template.

You can use the following form for your order cancellation or write your own letter to cancel, or, as specified in the terms, you can return the goods without comment within the return period.

To:

Lo-Fi Merchandise Bertrand Castagnet, Lichtstrasse 26-28, 50825 Köln Deutschland, Fax +49(0)221 1393077, mailorder@lo-fi-merchandise.com

— I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),

— 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 OF CANCELLATION NOTICE -

12. Warranty

The warranty is based on statutory regulations. In the case of complaints, we request that you send the proof of purchase by submitting a copy of the invoice and the corresponding product (along with a copy of the invoice) to Lo-Fi Merchandise, Attn: Returns, subject (invoice No.), Lichtstrasse 26-28, 50825 Köln, Germany. Normal wear and tear of products shall not be considered as justifications for warranty claims. In the case of textiles, Lo-Fi Merchandise would like to place an emphasis on carefully observing the washing instructions given on the labels on the product. Lo-Fi Merchandise shall not be responsible for any claims arising due to cleaning methods deviating from the prescribed ones.

return form (PDF, 36K)

Protection of data privacy

The personal data provided to us for the online order will be used solely for the processing and concluding of our contract. German Post / DHL handles our shipping, and they obtain only the data necessary to deliver the goods ordered. Due to fiscal reasons we must keep a record of your data, but it is sealed upon completion of the contract and will not be used again in any way. We delete your data if you do not consent to its processing and use. In this case you may view, modify and delete the stored data. You may revoke your consent at any time. For the following activities we need your consent to save your personal data. We shall ask you to provide your consent at some point.

> Subscribe to Newsletter with information on current offers. You may revoke your consent at any time by simply sending us a message.

13. Applicable Law

For all disputes arising from this contract, the law of the Federal Republic of Germany shall exclusively apply excluding the UN Convention on the International Sales of Goods.

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C Legal validity of this disclaimer: This disclaimer is to be regarded as part of the internet publication which you were referred from. If sections or individual terms of this statement are not legal or correct, the content or validity of the other parts remain uninfluenced by this fact.

D Ticket Sales: Lo-Fi Merchandise is not host of the event. If you purchase a ticket please see terms and conditions of the event's host. Please note that there's no stepping back from the contract after buying a ticket.

E. Trademark / Copyright

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F. Jurisdiction

In the event that the end user is not a resident of the EU, the place of jurisdiction shall be our place of business. Offsets and reductions can only be granted through the prior written consent of Lo-Fi Merchandise.

If individual stipulations in these Terms and Conditions are or become invalid, this shall not affect the remaining Terms and Conditions.

In general, we do not keep records of orders. We therefore strongly recommend you to save all the documents and messages you receive from us.

Export deliveries outside of the European Union are tax-exempted according to existing German law §4 Nr. 1a UStG i.V. mit §6 UStG Abs.1, 2.

The distance selling contract between customer and Lo-Fi Merchandise is concluded according to civil German law §312bBGB.

Lottery, competition and sweepstakes are barred from legal process.

Place of fulfilment is Cologne, Germany.

All agreements shall be governed by German law. For all disputes arising from this contract, the law of the Federal Republic of Germany shall exclusively apply excluding the UN Convention on the International Sales of Goods.

14. Online Dispute Resolution

The European Commission provides a platform for Online Dispute Resolution, which can be found here: <http://ec.europa.eu/consumers/odr/>. Consumers can use this platform to resolve their disputes.

We are obligated to participate in a dispute resolution process before a Consumer Arbitration Service in order to resolve disputes originating from a contractual relationship with a consumer or determine whether such a contractual relationship even exists respectively. The authority responsible for this is Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung e.V., Straßburger Straße 8, 77694 Kehl am Rhein, www.verbraucher-schlichter.de. We will participate in a dispute resolution process before this service.

15. Concluding provision

If one of the provisions in these General Business Conditions becomes ineffective, it does not affect the validity of the remaining provisions.

16. Vendor information

Lo-Fi Merchandise Bertrand Castagnet
Lichtstrasse 26-28
50825 Köln, Deutschland

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E-Mail mailorder[at]lo-fi-merchandise.com
URL www.lo-fi-merchandise.com
Inhaber, Geschäftsführer: Bertrand Castagnet

Umsatzsteuer-Identifikationsnummer: DE211484505

Lo-Fi Merchandise GTC