

§9. Warranties and Claims for Damages

9.1 Defects or other damages owing to faulty or inappropriate handling, unsuitable packaging or shipment, the use of inappropriate accessories or an alteration of the original components by the customer or by a third party not authorized by the firm Waldorf Music GmbH, are not protected by warranty.

9.2 Naturally occurring signs of wear are equally excluded from warranty protection.

9.3 Should the customer accept the goods or commissioned wares despite prior knowledge of deficiencies, warranty rights only exist to the extent described below, if the customer reserves these rights expressly and in written form directly after having received the delivery.

9.4 Warranty claims arising from transportation damages may only be enforced by the customer if the formalities in accordance with § 2, numeral 3 have been fulfilled. This in turn does not hold true if the customer is a „consumer“ in the sense defined by § 13 German Civil Code [Bürgerliches Gesetzbuch/BGB].

9.5 The warranty period extends to 24 months for new articles. The period begins subsequent to the passage of risk in accordance with German Law. The warranty period extends to 12 months for used articles. If the customer is a „businessman, businesswoman or entrepreneur“ in the sense defined by § 14 German Civil Code [Bürgerliches Gesetzbuch/BGB], the warranty period for new articles extends to 12 months and to six months for used articles following the passage of risk.

9.6 Otherwise, warranty formalities are carried out in congruence with the usual legal regulations.

9.7 The firm Waldorf Music GmbH is liable for damages arising from other causes than the detriment to life, body and health only to the extent these have their basis in a premeditated act, gross negligence or the culpable violation of a fundamental contractual obligation on the part of the firm Waldorf Music GmbH or its legal proxies (e.g. its delivery service partners). Liability for compensation claims above and beyond this are excluded. The legal stipulations of German product liability laws have no application in such cases. Should a fundamental contractual obligation indeed be violated in a negligent manner, the liability of the firm Waldorf Music GmbH is limited to foreseeable damages alone.