

Terms and Conditions

Payment and Delivery Conditions

Payment is due within 14 days net, without deductions. All prices are exclusive of applicable VAT.

Minimum order value: €500.

Free delivery within Europe for orders over €1,000.

Electronic Communication

Our preferred communication channel is electronic. You will receive documents such as order confirmations, invoices, etc., by email to the address you have provided. Documents are not sent by post as a standard procedure.

Backorders

Items that are out of stock at the time of order or pre-order will be placed on backorder. As soon as these items become available again and the minimum shipping value of €100 is reached, they will be shipped automatically.

1. Notification of Defects

The buyer is obligated to inspect the goods immediately upon receipt in accordance with §377 of the German Commercial Code (HGB) and to notify us in writing of any defects, transport damage or discrepancies.

Obvious defects must be reported in writing no later than 5 business days after delivery. Complaints submitted later cannot be considered.

2. Proof of Complaint

Each complaint must be substantiated with the following documents:

- Photographic evidence of the damaged product and/or packaging
- A fully completed complaint form, which we will provide upon request

Incomplete complaints cannot be processed.

3. Damaged Packaging / Transport Damage

Packaging damage that only partially affects salability (e.g., visible creases or dents):

A credit of 40% of the product value will be granted. Replacement will only be provided upon separate agreement.

Severely damaged packaging or transport damage that significantly impacts salability:

We will provide a replacement or, upon request, a full credit of the product value.

4. Product Defects

In the event of defective or faulty products, we will either provide a replacement or issue a credit for the product value, at our discretion.

5. Returns

Returns of defective goods are only accepted after prior agreement and at our expense.

Unpaid (freight collect) returns will not be accepted.

Payment Default

In the event of delayed payment, interest of 8% above the base rate of the German Bundesbank will be charged.

Online Orders

Orders placed via our website are subject to the same terms and conditions as those placed by phone or email. A binding contract is only formed once the order confirmation has been issued.

New Customers

New customers are kindly requested to submit a copy of their business registration or commercial register extract with their first order.

Prices

All prices are exclusive of VAT. Prices are subject to change without notice, especially due to the long validity period of our price lists.

Sales Restrictions for “Tonecheer” Products

1. Sales Channels:

Resale of “Tonecheer” products via the Amazon platform (including all country domains such as amazon.de, amazon.fr, etc.) is strictly prohibited. This applies to direct sales as well as sales via third parties.

2. Domain Usage:

Customers are not permitted to operate or use a domain containing the “Tonecheer” brand name (e.g., tonecheer-shop.de, tonecheer.eu, etc.).

Such usage is reserved exclusively for the brand owner or authorized exclusive partners.

Any violation of these conditions may result in immediate termination of the business relationship and may lead to legal action.

These measures are necessary to protect the brand and ensure compliance with international distribution guidelines.

Legal

Delivered goods remain our property until full payment has been received. In the event of payment default, we reserve the right to withdraw from the contract and reclaim the goods. If the goods have already been resold to a third party, we retain the right to assert our claim against the new buyer. The original buyer is obliged to disclose the assignment of the claim to their customer.

Return shipping costs in the event of default are the responsibility of the customer and must be reimbursed.

All offers are non-binding and subject to change. The contract becomes valid upon confirmation of the order or delivery of the goods.

Commercial Register Court: Bonn Regional Court

Owner: Yao Xia

Jurisdiction: Bonn, Germany

Bonn, 2024