Order information
Terms and Conditions and Consumer Information

nubert®

Order information

Providing excellent advice is second nature to us!

In this brochure, you will find all the relevant ordering information, as well as our terms and conditions and consumer information.
We have set up a customer service hotline to answer any questions you may have about Nubert products, hi-fi and home cinema. The Nubert team is happy to take the time to help you – and we will do everything we can to ensure you choose the right speaker:

Nubert Service Hotline: +49 (0)7171 8712-0
Monday to Friday: 10:00 –14:00 and 15:00 –18:00

A real benefit for you and your right

- **Try before you buy – in the comfort of your own home**
- **No-risk – 30-day right of withdrawal**

Try out our products without any distractions, without any time pressure, in your own home and with your own equipment. Where else could you possibly assess speakers better?

Returns

If, contrary to expectations, you are not satisfied with our products, you may cancel your order within 30 days of receiving the goods.
To make the process easier for us, please repack the items carefully (ideally in their original boxes) and contact us by phone. We will arrange a straightforward return for you, which is free of charge within the EU. If you are unable to comply with this request, your right of withdrawal remains unaffected.
We'll start the refund process straight away. We promise! (Please allow us up to 14 days for return shipping, administration and the refund transfer:).

We do not charge you for return postage within the EU, or from Switzerland and Liechtenstein.

You can find detailed information on the sole valid conditions and consequences of exercising your right of withdrawal in our "Terms and Conditions and Consumer Information".

Delivery methods and delivery charges

Germany and Austria:
Shipping costs are calculated based on the product and the number of parcels, and deliveries are made via DHL, DHL Express, CargoLine or UPS. If you have any questions, please contact our telephone hotline on +49 (0)7171 8712-0.

Other countries in the European Union:
Shipping costs are calculated based on weight and the number of parcels, and deliveries are made via DHL Express, UPS or CargoLine.

Switzerland and Liechtenstein:
Shipping costs to Switzerland and Liechtenstein are calculated based on the product or the weight of the goods ordered. The amount is calculated automatically when you place your order via our website and is shown before you submit it. Delivery is via DHL Express, UPS or CargoLine.

Please note that for deliveries to Switzerland and Liechtenstein, only the net invoice amount (i.e. excluding VAT) will be charged. The following costs will be incurred upon delivery: customs duties, any customs charges, handling fees and import VAT.

IMPORTANT: For all products not delivered by DHL, DHL Express or UPS, advance notification of delivery by telephone is essential. Please therefore ensure you provide us with a telephone number where the delivery carrier can reach you. To enable them to contact you, please answer the phone even if the number is unfamiliar during the delivery window. If you have not received a delivery notification within 5 working days of our dispatch confirmation, please contact our customer service hotline.

Delivery restrictions:

Delivery is available only within the EU, Switzerland and Liechtenstein!

If there are any further delivery restrictions on specific products, you will be informed of this separately on the relevant product pages in the online shop.

If there are any delays in delivery, we will contact you.

If you have any further questions regarding availability, please contact our service hotline on: +49 (0) 7171 8712-0

Payment and financing options

...can be found here in our Terms and Conditions on page 3.

Warranty Terms and Conditions

...can be found here in our Terms and Conditions on page 4.

Terms and Conditions and Consumer Information

Your provider and contractual partner:

Nubert electronic GmbH
Nubertstraße 1
73529 Schwäbisch Gmünd
Germany

Managing Directors:
Günther Nubert,
Daniel T. Schütze

Registered at Ulm Local Court,
HRB 700296
VAT No.: DE 146758584

Telephone:
+49 (0)7171 8712-0

Fax:
+49 (0) 7171 8712-345

Email:
info@nubert.de

For personalised advice, telephone orders and enquiries regarding your order, please call our dedicated service hotline:
Calls from Germany 07171 - 8712-0
Calls from abroad 0049 7171 - 8712-0
Our hotline is available Monday to Friday
from 10:00 am to 2:00 pm and 3:00 pm to 6:00 pm.

At Nubert, we also seek customer-focused solutions to legal issues and always strive to reach an agreement with the customer. Please get in touch with our customer service team at info@nubert.de or simply give us a call. Of course, your rights remain unaffected even if you do not contact us.

You can contact our customer service team at info@nubert.de
Nubert electronic GmbH is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

Validity

We supply goods and services exclusively in accordance with the following General Terms and Conditions (GTC). Any general terms and conditions of the customer that conflict with or deviate from the following provisions shall not apply. The following terms and conditions shall apply exclusively even if we carry out the delivery and provision of services without reservation whilst being aware of terms and conditions of the customer that conflict with or deviate from the following terms and conditions.

Part II of these Terms and Conditions applies to contracts concluded with us via our online shop, as well as to contracts concluded at our high-street shops in Schwäbisch Gmünd and Duisburg.
Please also note our information and terms and conditions in Part I of these Terms and Conditions.

Part I.
Special provisions for mail order

1. 30-day right of withdrawal for consumers

1.1. The following provisions regarding the right of withdrawal in Section I.1 of these General Terms and Conditions apply solely to contracts with consumers. In Germany, pursuant to the statutory provisions of Section 13 of the German Civil Code (BGB), this refers to natural persons for whom the purpose of the order cannot be attributed predominantly to a commercial or self-employed professional activity. In other countries, the term may also include certain legal entities deserving of protection. For consumers habitually resident in a country outside the European Union, the law of the country of residence applies to any statutory right of withdrawal. Regardless of whether these countries provide for a right of withdrawal, we grant these consumers a contractual right of withdrawal under the same conditions as under German law, extended to a total of 30 days. However, in the event of a withdrawal under this contractual right of withdrawal, we reserve the right to claim reimbursement of the return costs from these consumers and will not reimburse the costs of the initial delivery. Please contact us so that we can organise the return delivery with you. This is not a prerequisite for exercising or implementing your right of withdrawal, but it does speed up the process.

1.2. Exceptions to the right of withdrawal

There are statutory exceptions to the right of withdrawal (Section 312g of the German Civil Code (BGB)), and we reserve the right to invoke the following provisions in relation to you:

There is no right of withdrawal for contracts for the supply of goods which are not prefabricated and for the manufacture of which an individual selection or specification by the consumer is decisive, or which are clearly tailored to the consumer's personal needs.

This right may lapse prematurely in the case of contracts for the supply of goods if, following delivery, the goods have become inseparably mixed with other goods due to their nature, and in the case of contracts for the supply of audio or video recordings or computer software in sealed packaging, if the seal has been broken following delivery.

The right of withdrawal may also lapse prematurely in the case of contracts for the supply of sealed goods which, for reasons of health protection or hygiene, are not suitable for return if their seal has been broken after delivery.

We have clearly marked the offers where the right of withdrawal may subsequently be excluded.

1.3. When you shop at Nubert, you benefit from an extended 30-day right of withdrawal, regardless of whether you place your order by telephone or via our online shop. The conditions and consequences of your statutory right of withdrawal (for consumers from Germany, Switzerland, Liechtenstein and other EU countries; see section 1.1. also for customers from other countries) can be found in the cancellation policy below, although, as required by law, a cancellation period of only 14 days is provided for there. In particular, the statutory right of cancellation is not granted to non-commercial resellers.

1.4. Cancellation policy for all contracts relating to the purchase of goods suitable for dispatch by post (postal consignments)

Right of withdrawal

You have the right to cancel this contract within 14 days without giving any reason.

The withdrawal period is 14 days from the day on which you, or a third party designated by you (other than the carrier), took possession of the last item. To exercise your right of withdrawal, you must inform us (Nubert electronic GmbH, Nubertstr. 1, 73529 Schwäbisch Gmünd, Germany, telephone: +49 (0)7171 8712-0, email: info@nubert.de) of your decision to withdraw from this contract by means of a clear statement (e.g. a letter sent by post or an email). You may use our model withdrawal form for this purpose, although this is not mandatory.

You may also exercise your right of withdrawal online at www.nubert.de/en/rma. If you use this online function, we will promptly send you an acknowledgement of receipt on a durable medium, such as by email, containing information on the content of the withdrawal declaration as well as the date and time of its receipt.

To meet the withdrawal deadline, it is sufficient for you to send notification of your decision to exercise your right of withdrawal before the withdrawal period expires.

Consequences of withdrawal

If you withdraw from this contract, we shall refund to you all payments we have received from you, including delivery costs (with the exception of any additional costs arising from your choice of a delivery method other than the cheapest standard delivery offered by us), without delay and in any event within 14 days of the day on which we receive notification of your withdrawal from this contract. We will make this refund using 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 any fees as a result of this refund.

1. The following applies to goods returned from Germany:

- We may withhold the refund until we have received the goods back or until you have provided proof that you have returned them, whichever is earlier.
- You must return or hand over the goods to us without delay and, in any event, no later than fourteen days from the date on which you notify us of your withdrawal from this contract. The deadline is met if you post the goods before the end of the fourteen-day period.
- We will cover the cost of the return.

2. The following applies to goods returned from countries other than Germany:

- We will collect the goods. We will cover the cost of the return.
- You are only liable for any loss in value of the goods if such loss is attributable to handling of the goods that goes beyond what is necessary to establish their nature, characteristics and functioning.

1.5. Cancellation policy for all contracts except hire purchase for the purchase of goods that cannot be dispatched by parcel post (freight-only goods)

Right of withdrawal

You have the right to cancel this contract within 14 days without giving any reason.

The withdrawal period is 14 days from the day on which you, or a third party designated by you (other than the carrier), took possession of the last item. To exercise your right of withdrawal, you must inform us (Nubert electronic GmbH, Nubertstr. 1, 73529 Schwäbisch Gmünd, Germany, telephone: +49 (0)7171 8712-0, email: info@nubert.de) of your decision to withdraw from this contract by means of a clear statement (e.g. a letter sent by post or an email). You may use our model withdrawal form for this purpose, although this is not mandatory.

You may also exercise your right of withdrawal online at www.nubert.de/en/rma. If you use this online function, we will promptly send you an acknowledgement of receipt on a durable medium, such as by email, containing information on the content of the withdrawal declaration as well as the date and time of its receipt.

To meet the withdrawal deadline, it is sufficient for you to send notification of your decision to exercise your right of withdrawal before the withdrawal period expires.

Consequences of withdrawal

If you withdraw from this contract, we shall refund to you all payments we have received from you, including delivery costs (with the exception of any additional costs arising from your choice of a delivery method other than the cheapest standard delivery offered by us), without delay and at the latest within 14 days of the day on which we receive notification of your withdrawal from this contract. We will make this refund using the same payment method you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged any fees in connection with this refund.

We will collect the goods. We will cover the cost of the return.

You are only liable for any loss in value of the goods if such loss is attributable to handling of the goods that goes beyond what is necessary to establish their nature, characteristics and functioning.

1.6. Model withdrawal form
The 'Model Cancellation Form' referred to in sections 1.4 and 1.5 of the Cancellation Policy is provided below. In all cases, you may also use our own returns form, which you can complete and submit electronically here:
https://www.nubert.de/en/rma

Cancellation Form

If you wish to cancel the contract, please complete this form and return it to:

Nubert electronic GmbH, Nubertstraße 1, D-73529 Schwäbisch Gmünd, Germany,

Email: info@nubert.de:

I hereby withdraw from the contract I have entered into regarding

the purchase of the following goods

the provision of the following service

* Fields marked with an asterisk are mandatory

Customer number*

Order number*

Invoice number

Delivery note number

Ordered on Received on

*

First name*

Surname*

Street and house number*

Postcode*

City*

Email*

Telephone number*

Date Consumer's signature (only for paper notifications)

You are not legally required to give a reason for your withdrawal. However, you are welcome to voluntarily inform us at of the reason for your withdrawal on a separate sheet, so that we can improve our products and service quality where necessary.

2. Option to save and view the contract text when ordering from the online shop

2.1. We make these Terms and Conditions and the other contractual provisions available for you to view, together with your order details, during the ordering process. You can easily save this information by either downloading the Terms and Conditions and saving the details summarised on the final page of the ordering process using your browser's functions, or by waiting for the automatic order confirmation, which we will also send to you by email to the address you provided once your order has been completed. This order confirmation email contains the contractual terms and these Terms and Conditions once again and can be easily printed or saved using your email programme.

2.2. We store the contract text, but for security reasons it is not directly accessible to you. We offer every customer direct, password-protected access. Once you have registered, you can view details of your completed, pending and recently dispatched orders, and manage and save your details (address details, bank details if applicable) and any newsletter subscriptions. The customer undertakes to treat their personal login details as confidential and not to make them accessible to any unauthorised third party.

3. Contracting parties, language and conclusion of the contract

3.1. Your contractual partner is Nubert electronic GmbH. Contracts in our online shop may be concluded in accordance with these Terms and Conditions in the German language.

3.2. Our promotional offers are subject to change unless they form part of a contractual agreement. We reserve the right to make changes to the design and/or technical improvements prior to the conclusion of the contract.

3.3. When placing an order online via our shop system, you have the opportunity to check and correct the details you have entered before submitting your order. By submitting your order, you are making a binding contractual declaration. Confirmation of receipt of the order will be sent immediately after your order has been received without any technical issues. A binding contract is concluded when we accept your order. This acceptance by us may take place under the following circumstances:

- We will accept your order by means of a separate confirmation of acceptance or
- we will ask you to pay in advance or
- You can take advantage of our offer and complete your order by making a payment via the online payment services Direktüberweisung, PayPal or PayPal Express, Apple Pay or Amazon Payments.
- You select 'Credit card' as your payment method and complete your order.
- In the case of payment by instalments, the contract is concluded once you have received confirmation of financing or confirmation that you are eligible to purchase on account.
- If you choose to pay by invoice, you will receive our dispatch confirmation, which serves as confirmation that your order has been accepted.
- You will receive the goods from us without the contract having been concluded beforehand by any of the above actions.

Please note that, in the case of payment in advance, goods will only be dispatched once the full amount has been credited to our account.

The order confirmation does not constitute acceptance of your order (unless we are requesting payment for the first time at that point), but is intended solely to inform you that we have received your order and may be used for record-keeping purposes. Subject to any statutory right of withdrawal, the customer is bound by their order for a maximum of 3 days and may, of course, cancel their order in whole or in part before we have confirmed acceptance.

If you place your order by telephone, you will receive these terms and conditions and a written confirmation of your order.

4. Prices, delivery charges

4.1. For orders placed via our online shop, the prices listed in the offer at the time of ordering apply. The prices quoted are total prices, meaning they include the applicable statutory VAT and other price components.

Please refer to the information in the shop for details of any additional delivery charges.

4.2. For deliveries outside Germany, additional costs may be incurred upon importation into a third country (customs duties, any customs charges and import VAT). These additional costs are to be borne by the customer.

5. Payment for orders placed online

5.1. For customers collecting orders placed online (available at our shops in Schwäbisch Gmünd and Duisburg during normal opening hours), we offer the option of paying by cash or EC card with a PIN. Please ensure that the purchase price does not exceed your personal card limit – you can obtain further details from your bank.

5.2. For orders placed online, we offer the following payment options. The payment service provider for your chosen payment method may carry out what is known as 'strong customer authentication'. To do this, you will need to provide additional details to verify your identity.

- **Payment in advance**
  Please transfer the amount upon receipt of our "invoice/advance payment request". Please include your name, customer number and reference number.
- **Credit card**
  We accept VISA, Mastercard, Diners Club International and Discover. Your credit card will be charged when you place your order.
- **PayPal or PayPal Express**
  You pay the invoice amount via the online provider PayPal. You must generally be registered there or register first, authenticate yourself using your login details and confirm the payment instruction to us (with the exception of guest access, where applicable). You pay the invoice amount to PayPal using the payment methods offered by PayPal, such as direct debit or credit card. PayPal may also offer you the option of "instalment purchases" (subject to creditworthiness, for order values of 99 € – 5,000 €, a German PayPal account is required, in which a bank account is registered and confirmed as the payment source https://www.paypal.com/de/webapps/mpp/paypal-instalments). In this case, you enter into a contract with PayPal as the lender. Further instructions on how to access the payment provider's page will be provided during the ordering process.
- **Pay via Amazon**
  With Amazon Payments, you can use the payment and delivery details stored in your Amazon account to shop quickly and securely. Your transactions are secure and your payment details are not shared with us. With Amazon Payments, you can use the same familiar payment environment as on Amazon without leaving our website. All you need to pay is your Amazon login details.
- **Direct bank transfer**
  We also offer direct bank transfer, a service provided by our payment provider Unzer. This means we receive confirmation of payment in real time. All you need are your online banking login details. Unzer processes the payment immediately and automatically via a secure payment form that we cannot view. The purchase amount is transferred instantly and directly to the merchant's bank account.
  If you select the 'Direct Bank Transfer' payment method, a secure form will open at the end of the ordering process. The transfer amount and the payment reference will already be pre-filled on this form. Simply select your country and then log in as usual using your online banking details. You will then be asked to enter your TAN to confirm the payment. You will receive confirmation that the transaction was successful immediately afterwards.
  In principle, any internet user can use the direct transfer service, provided they have an online banking account set up for use with a PIN/TAN system. Please note that some banks may not yet support this service. For more information on whether your bank offers direct transfers via Unzer, please visit the payment service provider's website.
- **Apple Pay**
  With Apple Payments, you can use the payment and delivery details stored in your Apple ID. To do this, you must access our online shop via an Apple Pay-compatible device (e.g. iPhone, iPad or Mac with Safari). Your payment details will not be shared with us. Instructions on how to access the payment provider's page will be provided during the ordering process. You will only need your Apple login details or Face ID or Touch ID.
- **Google Pay**
  With Google Pay, you can use the payment details stored in your Google account. To do this, you must access our online shop via a Google Pay-compatible device (e.g. an Android smartphone or tablet, or a desktop PC with the latest version of Google Chrome). Your payment details will not be shared with us. You will be guided to the payment provider's page during the ordering process. To make the payment, you will only need your Google login details or an authentication method such as a fingerprint, facial recognition or device passcode.
- **Payment by invoice and finance (hire purchase) via Payolution GmbH**
  Payment by invoice and hire purchase is processed via the service provider Payolution (Unzer Group GmbH, Schöneberger Str. 21 a, 10963 Berlin (Visit the Unzer website)). When paying by invoice and financing (instalment purchase) via Payolution (available to individuals in Germany, Austria and Switzerland), additional terms and conditions apply for invoice and instalment purchases (https://payment.payolution.com/payolution-payment/infoport/termsandconditions?territory=DE&mId=SMOkbmRsZXJuYW1I). These stipulate additional conditions (provision of date of birth, minimum age of 18, creditworthiness, etc.) and require your consent to the transfer of your data to Unzer and, in certain cases, from Unzer to credit reference agencies. In the event of late payments, statutory late payment interest will be charged and the claims may be handed over to debt collection agencies, which may result in additional costs for legal proceedings. Please also note:

  If you are paying by invoice or using a finance option, your billing and delivery addresses must be the same and must correspond to your home address. Business addresses or PO boxes are not accepted. Delivery to a different address is not possible. Payment via these methods is subject to a successful credit check.

  The option to pay by invoice via Payolution is available for purchases ranging from EUR 10 to a maximum of EUR 8,000. The purchase price is due once the goods have been delivered and invoiced. The purchase price must then be paid within 14 days of receipt of the invoice to Bank Frick AG, Landstrasse 14, 9496 Balzers, to whom Nubert assigns the claim for the purchase price arising from the purchase contract, unless otherwise agreed. In this case, the customer may only make payment to Bank Frick with discharging effect. In the event that you wish to invoke the right of withdrawal or other rights to claim that you are no longer required to make payment, or to make full payment, the claim will be re-assigned to us by the aforementioned bank. In such cases, further processing will therefore be handled by Nubert.

  If you choose to pay in instalments, you can split the total amount of your order into suitable monthly instalments (minimum of 3 and up to 24 instalments, subject to credit approval), which will be conveniently debited from your account via a direct debit mandate. The minimum purchase amount for payment in instalments is €200. The maximum loan amount must not exceed €8,000. These amounts include delivery costs and any applicable VAT.

  If you have any questions about your payment status, you can find out more directly via the Unzer customer portal. https://customer.payolution.com/consumer/authentication/start

  Details of the payment terms (contract lengths, interest rates, etc.) can be found on the product pages for our speakers.

6. Delivery restrictions

6.1. Deliveries are made only within the EU, Switzerland and Liechtenstein! If there are any further delivery restrictions for specific products, you will be informed of this separately on the relevant product pages.

Part II.
General Provisions

1. Delivery, deadlines

1.1. Partial deliveries are made at the buyer's request. Partial deliveries are only possible within Germany.

1.2. Where applicable, available goods will be dispatched once payment in advance has been received, the credit card payment has been accepted, or the credit agreement has been approved.

1.3. We use DHL and UPS for postal deliveries and CargoLine for freight shipments. We will notify you as soon as the goods have left our premises.

For postal items, delivery is handled directly by the parcel service.

For shipments handled by a freight forwarder, the freight forwarder will contact the customer to arrange a delivery date. Unless otherwise agreed, the freight forwarder will deliver the goods to the kerbside at the delivery address provided by the customer.

If delivery was not possible, you will receive a message from the relevant carrier setting out the options available to you.

The delivery period shall be extended by a reasonable period in the event of strikes or lockouts that affect delivery, as well as other circumstances beyond our control, in particular in cases of delivery delays due to force majeure. We shall notify the buyer immediately of the start and end of such impediments.

1.4. Where time limits are specified in working days, this refers to all weekdays except Saturdays, Sundays and public holidays at our registered office.

2. Guarantee, warranty

LEGAL GUARANTEE

Minimum two-year legal guarantee protection for goods sold in the European Union.

Consumers can claim their rights under the legal guarantee of conformity, for example if goods:

- do not match the description;
- do not function as intended.

Sellers are liable for any lack of conformity which existed when the goods were delivered, and which becomes apparent within the legal guarantee period. Sellers in such a situation are required to offer:

- **free repair** or **free replacement;**
- in some cases, a **price reduction** or **full reimbursement**.

Some countries have a longer legal guarantee period. For second-hand goods, a shorter period may apply, but not less than one year.

For more information on your rights in a specific country, scan the QR code below or ask the seller.

europa.eu/youreurope/guarantees

What to do
if you receive non-conforming goods:

1. Contact the seller as soon as possible to report the issue;
2. Provide proof of purchase, such as a receipt, invoice, or bank statement.

GARAN

Sellers and producers may also offer commercial guarantees, which apply independently from the legal guarantee. For example, you may see this GARAN label representing a **commercial guarantee of durability** offered by the producer at no additional cost and covering the entire good.

2.1. Nubert (Nubert electronic GmbH, Nubertstraße 1, 73529 Schwäbisch Gmünd) grants the purchaser a special manufacturer's warranty in accordance with the following terms and conditions for certain Nubert brand products, where this is specified in the quotations and relevant product documentation, or where the warranty terms are enclosed with the delivery.

Products from other manufacturers and brands purchased from Nubert are covered by statutory warranty rights. Where other manufacturers offer their own warranties, claims under these warranties may only be made against those manufacturers, and not against Nubert.

2.2. The buyer retains their statutory rights, in particular the statutory right of withdrawal and the statutory right to claim for defects, in full alongside the warranty, and may exercise these rights to the full extent. It goes without saying that the consumer may exercise their statutory rights free of charge, and these rights are not restricted by the warranty.

2.3. The warranty period for Nubert passive speakers (without a built-in amplifier) is 5 years from the date of delivery to the original purchaser. This applies without restriction for the first two years.

After the second year, the warranty is limited to the functionality of the chassis, together with the electrical connections and electronic components (crossover). In particular, cosmetic changes to surfaces (e.g. on laminated, painted, veneered, anodised or plastic surfaces) are no longer covered by the warranty after the second year.

Where we offer or provide an extended warranty for individual passive speakers, the provisions of this clause 2 shall apply accordingly. In particular, after the end of the second year, the warranty is limited to the functionality of the drivers, together with the electrical connections and electronic components (crossover).

2.4. The warranty period for Nubert active speakers (with a built-in amplifier, e.g. active speakers and subwoofers), as well as electronic devices bearing the Nubert brand (e.g. amplifiers and active tuning modules), is two years from the date of delivery to the original purchaser.

2.5. The warranty period for Nubert accessories (e.g. cables, cable accessories, Speaker Stands, brackets, speaker castors, speaker covers from Nubert as the manufacturer or responsible party) is 5 years from the date of delivery to the original purchaser. This applies without restriction for the first two years.

After the second year, the warranty is limited to the functionality of the accessories. In particular, cosmetic changes to surfaces (e.g. painted, veneered, anodised, or metal, fabric or plastic surfaces) are no longer covered by the warranty after the second year.

2.6. The original purchaser's proof of purchase serves as the warranty certificate.

2.7. The warranty applies provided that a material defect becomes apparent within the warranty period (see clauses 2.3, 2.4 and 2.5). The warranty covers and is limited to the free repair or replacement of the defective part (e.g. material or manufacturing defects) or a replacement delivery (on a like-for-like basis against return of the defective product), at our discretion. Nubert shall also bear the costs of sending the affected product to and from us, in each case from and to the kerbside, in the event of valid warranty claims, provided that the goods are located within the European Union and the shipment has been agreed with Nubert in advance.

Replaced parts or products returned as part of a replacement delivery become the property of Nubert. Warranty services do not extend the warranty period, nor do they trigger a new warranty period. The warranty period for fitted replacement parts ends with the warranty period for the entire unit. The undertaking or performance of warranty services is provided without acknowledging any obligation to perform under statutory warranty law.

2.8. The warranty claim shall lapse in the event of:

- any attempts at repair that have not been agreed with Nubert in advance
- inappropriate operating conditions or improper storage (e.g. damage caused by moisture)
- inappropriate packaging for shipping to us (the original packaging, used in its entirety, provides adequate protection)
- improper mechanical impact on the goods (e.g. damage caused by dropping, scratches and damage to casings, displays and remote controls, switches, sockets or antennas occurring after delivery), in particular to speaker drivers (e.g. dented cones/diaphragms)
- improper operation or handling, incorrect installation (e.g. of switches, antennas, covers, feet or brackets) or incorrect connection (e.g. operation with faulty or unsuitable amplifiers or other source devices with DC voltage or unusually high hum voltage at the source device output), as well as the effect of amplifier power on speakers outside their specifications (e.g. the amplifier's RMS power is far in excess of the speaker's rated power handling)
- custom-made cables.

2.9. Do not remove any speaker drivers or other components from our equipment or speakers, and do not send in any such parts before contacting Nubert Service and agreeing on this course of action.

2.10. In the event of a warranty claim, the faulty product must be packed, preferably in its original box, together with a copy of the proof of purchase and a detailed description of the fault, and sent to us (see address below). We recommend that you arrange the return with us to obtain a free return label. Returning the goods within the warranty period is sufficient to meet the deadline. Further information can be found in the relevant warranty terms and conditions for the products, which may be enclosed with them – these are also available for download here.

2.11. Please address all correspondence, returns (if any) and suggestions to:

Nubert electronic GmbH
Nubertstr. 1
73529 Schwäbisch Gmünd

Telephone: +49 (0)7171 8712-0

3. Other claims for damages

We shall be liable for all claims for damages – in particular those arising from tort, organisational negligence, negligence in the conclusion of the contract or any other claims based on fault arising from breaches of duty – only to the extent that we or our vicarious agents are guilty of intent or gross negligence, or the damage is based on a breach of essential contractual obligations (i.e. those obligations whose fulfilment is essential for the proper performance of the contract and on whose compliance the contracting party may regularly rely) or claims under Sections 1 and 4 of the Product Liability Act. The above exclusion of liability for cases of simple negligence shall not apply in the event of damage resulting from injury to life, limb or health; nor in the event of the assumption of a guarantee of quality or the fraudulent concealment of a defect within the meaning of Section 444 of the German Civil Code (BGB). In such cases, we shall also be liable in the event of simple negligence on the part of our legal representatives or our vicarious agents. Insofar as our liability is governed by the above provisions, this also applies to our employees, staff, representatives and vicarious agents.

4. Retention of title

The goods remain our property until full payment has been received. Please note that if you choose to pay by invoice or make a hire purchase via Payolution GmbH, the claim for the purchase price will be assigned by us to Unzer E-Com GmbH, Vangerowstraße 18, 69115 Heidelberg. If you make a purchase using these payment methods, the goods remain the property of the bank until full payment has been received.

5. Privacy Notice

Our data protection practices comply with the relevant legal provisions. Details regarding the collection and use of your personal data can be found in our privacy policy, which also contains information on credit checks, during which the probability of default is calculated, taking your address details into account.

6. Governing Law, Severability Clause

6.1. All legal transactions or other legal relationships with us shall be governed by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) and any other international conventions, even where incorporated into German law, shall not apply. In the case of contracts for a purpose that cannot be attributed to the beneficiary's professional or commercial activities (consumer contracts), this choice of law shall apply only to the extent that the protection afforded by mandatory provisions of the law of the country in which the consumer has their habitual residence is not withdrawn.

6.2. In business dealings with traders and legal entities governed by public law, Schwäbisch Gmünd is agreed as the place of jurisdiction for all legal disputes arising from the contract, including actions relating to bills of exchange and cheques. In such cases, we are also entitled to bring proceedings at the customer's place of business. Any exclusive place of jurisdiction shall remain unaffected by the above provision.

6.3. Should one or more provisions of these General Terms and Conditions be wholly or partially invalid, or should they subsequently lose their legal validity, this shall not affect the validity of the remaining provisions. The same applies in the event that the General Terms and Conditions contain an unforeseen omission.

Disposal and battery return

Environmental protection

Substances, such as chemical pollutants, contained in waste electrical and electronic equipment can harm the environment and human health if stored improperly, particularly if disposed of in a manner that is not break-proof or by persons not authorised to do so. In the case of illegal exports in particular, there is no guarantee that the environment and human health will be protected from harm. Waste electrical and electronic equipment may also contain recyclable raw materials; such equipment can be repaired or parts reused, thereby significantly reducing the burden on the environment. Waste electrical and electronic equipment must therefore not be disposed of with normal household waste or exported illegally. As end-users, you are legally obliged to return electrical and electronic equipment or dispose of it properly.

Batteries

The components of batteries, such as their chemical constituents, can harm the environment and human health if not stored or disposed of properly. At the same time, they may also contain recyclable raw materials. Batteries must therefore not be disposed of with normal household waste. As end users, you are legally obliged to return used batteries.

You may return used batteries free of charge to the seller or to the designated collection points (e.g. public collection points in your local area or in shops), or you may post them back free of charge. You may also post the batteries back to the seller free of charge, although you must comply with any regulations under the dangerous goods legislation. Returns at points of sale are limited to quantities typical for end-users for disposal purposes, as well as used batteries that the distributor currently stocks or has previously stocked.

The symbol of a crossed-out wheelie bin reminds you that you must not dispose of batteries in your household waste. Beneath this symbol, you may also find the following symbols indicating the battery's contents: Pb = battery contains more than 0.004% by weight of lead, Cd = battery contains more than 0.002% by weight of cadmium, Hg = battery contains more than 0.0005% by weight of mercury.

Old appliances

Owners of waste electrical and electronic equipment must ensure that such items are collected separately from unsorted household waste. They must remove used batteries and accumulators that are not contained within the waste electrical and electronic equipment, as well as lamps that can be removed from the equipment without causing damage, from the equipment before handing it in at a collection point.

Electrical and electronic equipment is marked with the following symbol of a crossed-out wheelie bin:

This symbol indicates that, as the owner of this appliance, you must not dispose of it with your household waste (grey bin, yellow bin, organic waste bin, paper or glass).

The separate collection of waste electrical and electronic equipment (WEEE) is necessary to ensure the environmentally sound disposal of hazardous substances, the recovery of recyclable materials and the possibility of reuse. You can hand in the appliance, for example, at authorised collection points, such as your local recycling centre, where it will be collected separately from unsorted household waste for the purpose of reuse. Used batteries and accumulators that are not contained within the waste appliance must be removed from it before being handed in at a collection point.

Please note that you are responsible for ensuring that any personal data is deleted from the old devices to be disposed of.

As a retailer, we are also obliged to take back old appliances as follows:

If you have purchased one of the following devices from us, you have the option of having us collect your old device of the same type – which essentially performs the same functions as the new device – free of charge when the new device is delivered ("old for new").

Large appliances

Audio and video playback devices

You can return the items listed below via a courier service, provided that you have purchased an electrical or electronic appliance from us and the old appliance is of the same type, i.e. it essentially performs the same functions as the new appliance ("old for new"). We will provide you with a return label free of charge for this purpose.

Small appliances

Radio sets, hi-fi systems, audio and video playback equipment, adapters, pre-assembled power cables, HDMI, audio and video cables

Small IT and telecommunications equipment (no external dimension exceeds 50 cm):

USB cables, network cables

You can return old appliances, provided that none of their external dimensions exceed 25 cm, free of charge, regardless of whether you purchase a new appliance from us. The return is limited to three old appliances per type of appliance.

You can arrange to return these devices through us. We will provide you with a free return label at info@nubert.de. You can also request this by calling +49 (0) 7171 8712-0. Please then send the old device to the following address:

Nubert electronic GmbH
1 Nubertstraße
73529 Schwäbisch Gmünd

Please ensure that the old appliance is properly packaged for dispatch so as to minimise the risk of breakage and to prevent any mechanical damage or breakage. We reserve the right to refuse to accept old appliances if they pose a risk to human health and safety due to contamination.

Nubert electronic GmbH
Nubertstraße 1
DE-73529 Schwäbisch Gmünd
WEEE Reg. No. DE 48888173

As at 08 October 2026

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10 / 2026