

SCHOTT MUSIC GmbH & Co KG
Weihergarten 5
55116 Mainz
Phone +49 6131 246-0
Fax. +49 6131 246-211

President: Dr. Peter Hanser-Strecker
Trade Register No. HRA0831 at the Amtsgericht Mainz
VAT registration No. DE149025549

General Terms and Conditions

Art. 1 Applicability

(1) The present General Terms and Conditions shall apply to all business relations between Schott MusiC GmbH & Co. KG, Mainz (SM), and its customers, as defined at the time of conclusion of the contract and as far as these refer to business transactions carried out by electronic means.

(2) These General Terms and Conditions shall apply exclusively. Conflicting conditions of the customer or conditions differing from those indicated in our General Terms and Conditions cannot be accepted, unless approved of by SM in writing in individual cases.

(3) SM's partner music distribution services gmbh will be responsible for delivery and invoicing.

Art. 2 Formation of Contract

(1) The description of our range of products on the Internet just serves to inform the customers. It is no offer to conclude a contract within the meaning of Art. 145 German Civil Code. Contractual obligations, e.g. within the meaning of a delivery guarantee, do not arise from that for SM.

(2) By sending an order to SM, the customer offers to conclude a contract. SM can accept such an offer within two weeks by sending a message confirming the offer (by e-mail) or by delivering the ordered goods within this term. If individual information on the range of products on the web site is faulty, SM shall inform the customer separately after receipt of the order and submit an appropriate counter-offer to him.

Art. 3 Right of Revocation

(1) The customer has the right to revoke his declaration of intention to conclude a contract in writing (e.g. by letter, fax, e-mail) within 2 weeks without stating a reason or – if the goods are sent to him before the expiration of the term of revocation – by returning the goods. The term begins after receipt of this information in writing, but not prior to the receipt of the goods by the recipient (in the case of recurrent delivery of similar goods not prior to receipt of the first partial delivery), and not prior to compliance with our obligation to provide information in accordance with Art. 246 section 2 in conjunction with section 1 (1) and (2) EGBGB and our obligations in accordance with Art. 312e (1) 1 BGB in conjunction with Art. 246 (3) EGBGB.

(2) To comply with the term of revocation, it is sufficient to send the notice of revocation or dispatch the goods in time. The notice of revocation has to be addressed to:

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e-mail: info@schott-music.com

Art. 4 Consequences of Revocation

(1) In the event of a valid revocation, the goods and services as well as payments received by both parties shall be returned and any benefits enjoyed (e.g. interest) shall be returned as well. In the event that the customer is unable to return the goods or services received to SM in whole or in part, or if the customer can only return them in a deteriorated condition, the customer is obliged to compensate SM for the loss in value. This does not apply to the permission to use the goods if the deterioration of such goods is exclusively due to their inspection - as would have been possible for the customer in a retail shop for example.

(2) The customer is able to avoid the obligation to make compensation for the loss in value due to any deterioration of the goods caused by using them in accordance with their intended purpose, by not using the goods as if he were their owner and by refraining from doing anything that might diminish their value.

(3) Goods that can be dispatched by parcel post have to be returned at the risk of SM. The customer is obliged to bear the cost of return, if the goods correspond to those ordered and if the price of the goods to be returned does not exceed the amount of EUR 40, or if, in the event of a higher price of the goods, the customer has not yet paid the price for such goods or made a contractually agreed partial payment at the time of revocation. Otherwise, the return of the goods is free of charge for the customer. Goods that cannot be dispatched by parcel post will be collected from the address of the customer.

(4) Any obligations concerning the reimbursement of payments have to be fulfilled within 30 days. For the customer, the term commences on the day of dispatch of the notice of revocation or of the goods, for SM it commences on the day of receipt of the customer's notice of revocation or of the returned goods.

Art. 5 Delivery of Ordered Goods

(1) SM shall deliver the ordered goods to the address indicated by the customer in the order as soon as possible.

(2) The costs for the individual deliveries shall be charged to the customer by SM in the respective amount shown. All risks of delivery shall pass to the customer upon delivery of the goods from SM to the commissioned distributor.

(3) Information on the terms of delivery shall not be binding, unless specifically otherwise agreed.

Art. 6 Reservation of Ownership

Until full payment is received from the customer, the delivered goods shall remain the property of SM.

Art. 7 Maturity and Payment of Purchase Price

- (1) The purchase price shall be due upon conclusion of the contract.
- (2) Payment shall be made either by direct debiting (only in Germany) or by credit card. SM shall act in accordance with the customer's wishes regarding the mode of payment.
- (3) If the customer is in default of payment, SM shall be entitled to charge default interest at a rate of 5% per year over the base lending rate in accordance with Art. 1 Discount Rate Transition Law of 9 June 1998 (BGBl. I S. 1242).
- (4) The customer shall only be entitled to set-off if his counterclaims have not been contested or have been recognized by declaratory judgment.

Art. 8 Warranty of Quality

- (1) SM shall be liable for any defects existing upon delivery of the goods for the statutory warranty period.
- (2) The customer binds himself to inform SM about any defects arising in writing immediately. In the event of a defect for which SM is responsible, SM shall, at its own discretion, either repair or replace the defective product.
- (3) The customer is faced with the choice between SM's subsequent performance in the form of repair or replacement. SM is entitled, however, to refuse the type of subsequent performance chosen by the customer if disproportionately high costs are associated with such type of performance and if no substantial disadvantage ensues to the customer from the other type of subsequent performance. During the period of subsequent performance, the reduction of the purchase price or the withdrawal from the contract by the customer shall be excluded. A subsequent performance shall be deemed a failure after the second unsuccessful attempt, unless something else follows from the nature of the matter or defect or from other circumstances. If the subsequent performance has failed or if SM has refused the subsequent performance altogether, the customer can demand either the reduction of the purchase price (decrease in value) or the withdrawal from the contract.
- (4) The customer cannot claim damages for the defect on the following conditions until the subsequent performance was a failure or SM refused any subsequent performance. The right of the customer to claim any further damages on the following conditions shall remain unaffected.
- (5) Notwithstanding the aforementioned provisions and the following restrictions on liability, SM shall have unlimited liability for damages or injuries to life, body and health caused by negligence of or caused intentionally by the legal representatives, vicarious agents or assistants of SM, as well as for damages covered by the liability under the German Product Liability Act, as well as for any damages resulting from a breach of contract caused wilfully or by gross negligence or fraudulent intent by the legal representatives, vicarious agents or assistants of SM. If SM has given a guarantee on the quality and/or durability of the goods or parts of them, SM shall also be liable within the scope of this warranty. However, SM shall only be liable for damages arising from the lack of the guaranteed quality or durability, but being not directly related to the goods, if the risk of such damages is apparently covered by the guarantee on the goods' quality and durability.
- (6) SM shall also be liable for damages caused by slight negligence, provided that such negligence concerns the infringement of contractual obligations the fulfilment of which is of particular importance for the attainment of the contract's purpose (cardinal obligations). SM shall only be liable, however, if the damages are typically related to the contract or foreseeable. In the event of infringements of non-substantial secondary obligations caused by slight negligence, SM shall not be liable. The restrictions on liability mentioned in sentences 1-3 shall also apply as far as the liability for the legal representatives, executive staff and other vicarious agents and assistants are concerned.

(7) Any further liability shall be excluded, notwithstanding the legal nature of the asserted claim. In so far as the liability of SM is excluded or limited, this shall also apply to the personal liability of the staff, representatives, vicarious agents and assistants of SM.

Art. 9 Privacy

All personal information of SM's customers will be treated confidentially. Such information shall only be stored and processed to such extent as permitted by the customer and in strict observance of relevant rules and regulations, such as the Federal Data Protection Act or the Information and Communication Service Act. The transfer of such information to third parties who are neither involved in the performance of the contract nor affiliates of SM, shall be excluded. SM shall be entitled to transfer personal information of the customers to third parties for the purpose of credit checking and credit control as part of a data exchange. SM shall also be entitled to transfer personal information to the SCHUFA, the General Credit Protection Agency in Germany.

If you have any questions on our privacy policy and data protection, please contact our data protection commissioner at datenschutzbeauftragter@schott-music.com

If you wish to unsubscribe to our postal or email advertising (newsletter), please write to the address indicated below.

If you have given your consent in the shop to the transfer of your personal data (name, address, email, order) to a specialist dealer in order that you can be informed about special offers or that the range of products can be better tailored to your needs, you are entitled at any time to revoke your consent by writing to the following address:

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Art. 10 Final Provisions

(1) These General Terms and Conditions are governed by the laws of the Federal Republic of Germany, to the exclusion of the CISG (United Nations Convention on Contracts for the International Sale of Goods). The place of performance and venue is Mainz.

(2) The nullity of any of the provisions herein shall affect neither the validity of the Agreement as such nor the validity of these General Terms and Conditions.

Mainz, 17th August 2010