

T&Cs for Carus-Verlag GmbH & Co. KG

§ 1 Sphere of validity

The objective of these **General Terms and Conditions of Business** is to regulate the terms and conditions of business for all contracts between Buyers and Sellers and Carus-Verlag GmbH & Co. KG.

(2) All services shall be rendered only in accordance with the version of the following terms and conditions valid at the point in time at which an order is placed, provided that no express written agreements have been made.

§ 2 Orders

The customer's order constitutes a binding offer to enter into a purchase contract. An order confirmation shall not constitute a declaration of acceptance. The contract of purchase shall only materialize once the goods have been dispatched.

§ 3 Revocation

The Buyer may revoke the contract within 2 weeks of receiving the goods either in writing or by returning the goods. The date on which the goods are returned shall determine whether they have been returned on time. In the event that the contract is revoked, the publishing house shall be entitled to demand compensation for a reduction in value caused as a result of the goods being used or for the loss of the goods.

The following are excluded from the right of revocation:

- Audio recordings if the seal has been broken by the consumer, Goods which have been produced to the customer's specifications and are therefore unsuitable for return (E.g. antiquarian books).
- Contracts for other consignments for which the right of revocation has been expressly excluded.

§ 4 Prices / Fixed prices

(1) The consignments shall be delivered for and invoiced at the prices valid at that point in time and listed in the latest edition of the catalogue either in printed or in electronic form.

(2) The stated prices are the current prices as of 1.4.2006. Errors and price amendments are expressly reserved.

(3) All prices are stated in Euro. They include VAT and as a matter of principle exclude postage, unless the order is expressly offered postage free. Notes and books are subject to fixed prices in the Federal Republic of Germany.

§ 5 Dispatch

(1) Information stated on delivery periods shall not be binding, unless a date has been promised as binding by way of exception. The publishing house shall be entitled to make part deliveries to meet a fixed delivery date.

(2) The goods shall be dispatched at cost for packing and postage. The current rates of postage shall be published separately by the publishing house.

(3) All consignments shall be sent by what we regard as the cheapest method as a matter of principle. Special requests concerning dispatch must be stated clearly when an order is placed. Additional costs incurred as a result of special requests concerning delivery (e.g. express delivery) will be invoiced to the Buyer.

If the consignment is to be sent to an address differing from the party to whom the invoice is to be sent, an additional charge of € 3.00 shall be invoiced.

(4) If the Buyer fails to take delivery of the consignment we shall be entitled to withdraw from the contract or to demand compensation for damages on account of non-fulfilment, as we see fit.

§ 6 Handing over of goods

The risk of accidental loss and accidental deterioration shall be transferred over to the Buyer when the goods are handed over. If the Buyer is in default with taking delivery of the goods this shall be regarded as the equivalent of hand-over.

§ 7 Liability

(1) The Buyer shall have to inspect the goods for any possible defects there may be within a period of 10 working days from the receipt of the goods.

(2) The existence of such an identified defect notified in writing shall entitle the Buyer to the following within the statutory warranty period:

- a) Demand subsequent fulfilment. Carus-Verlag GmbH & Co. KG alone shall be entitled to decide whether to repair the defect or to supply a replacement.
- b) To withdraw from the contract or to reduce the

purchase price in the event that the subsequent fulfilment is unsuccessful on repeated occasions or if the period set by the Buyer for subsequent fulfilment is exceeded by at least 3 weeks.

(3) If the Buyer is solely or mostly responsible for the circumstances entitling him to withdraw from the contract, or if the circumstance entitling him to withdraw from the contract occurs while he is in default with taking delivery of goods, the Buyer shall not be able to withdraw from the contract.

(4) The Buyer shall not be entitled to any other claims, in particular to compensation claims for damages, unless they are based on intent or negligence, loss of life, personal injury or physical harm by the Buyer. This shall also apply for the liability of employees, assistants and representatives.

§ 8 Consignments which the Buyer is entitled to return

Consignments which the Buyer is entitled to return shall be subject to a special agreement. The Buyer may return the goods which he is entitled to return at his own expense up until the stated date, otherwise he shall owe the amount invoiced for the goods.

§ 9 Returned consignments consisting of a fixed sale

Postage must be paid on returned consignments in all circumstances. Compensation for incorrect deliveries for which we are to blame shall be paid by us in full subsequently or we shall credit the postage charges. The reference information must be stated.

§ 10 Conditional sale

The delivered goods shall remain the property of Carus-Verlag GmbH & Co. KG until all the claims existing against the Buyer have been settled in full.

§ 11 Choral song sheets and choral score sheets

Choral score sheets will only be sold for an entire choir. Only in substantiated cases are exceptions possible. The same restriction shall apply for string parts in works with a symphonic element. Harmony parts shall only be supplied in complete sets.

§ 12 Prohibition on copies

All music notebooks in this catalogue are protected by law. All methods of reproduction are forbidden and liable to prosecution.

§ 13 Performances of protected works

(1) The following works are protected by Copyright Act:

- Works by living composers or works by composers who passed away within the last 70 years.
- Works which are protected as scientific or first editions under § 70, § 71 of the German Copyright Act [UrhG].

(2) Presentations in concert of protected works listed in this catalogue are to be registered as follows:

- Those covered by the 70 year term of copyright: GEMA, Pf. 301 240, D-10722 Berlin or to according performing rights societies in other countries (SACEM, AKM, CISAC)
- for works protected under § 70, § 71 of the (German) Copyright Act [UrhG], VG Musikedition, Königstor 1a, D-34117 Kassel.

(3) Stage productions are covered by Großes Recht (Theaterrecht). These are protected by the publishing house direct and not by GEMA. Therefore are to be registered directly with Carus-Verlag, Rechte und Lizenzen, Sielminger Str. 51, D-70771 L. - Echterdingen.

§ 14 Price reductions

The following discounts are currently granted for bulk orders:

* before the price means:

20 + copies 10% discount

50 + copies 15% discount

100 + copies 20% discount

** before the price means:

5 + copies 20% discount

§ 15 Terms and conditions of payment

(1) The invoiced amount will become due when the contract is signed and unless the invoice stipulates otherwise, will be payable within 30 days. The invoiced amount is to be paid in full to one of the stated accounts. Payment by credit card (VISA or MASTER) is allowed for amounts up to € 500.00. No discounts are allowed for prompt payment.

(2) The publishing house shall reserve the right to demand payment in advance for new customers, for large

value orders or for other reasons. The Buyer shall be notified of this after he has placed an order.

(3) If the period of time allowed for payment is exceeded the publishing house shall invoice interest equal to the rate of interest the publishing house is charged by the bank without having to send the Buyer a payment reminder.

(4) Our customers in Italy, Great Britain, Austria, Switzerland and in the USA shall have the option of settling their invoices by making payments into our bank accounts in each of these countries. Invoiced amounts must be credited to the respective bank account in full by the date payable.

§ 16 Offsetting

The Buyer shall only be entitled to offset his claims which have been declared final and absolute before a court of law.

§ 17 Data protection

Data shall only be collected, processed and used in so far as this is necessary for handling an order and will be treated confidentially.

Data shall only be passed on to third parties to the extent that this is necessary for handling the order. The Buyer grants his express consent to his personal data being collected, saved, processed and used.

§ 18 Place of jurisdiction and Place of fulfilment

These terms and conditions of business shall be governed by the law of Germany. The UN law on sales shall not apply. The place of jurisdiction and place of fulfilment is Stuttgart.

§ 19 Binding nature of the contract

The validity of these terms and conditions shall not be affected by the invalidity of one or more terms and conditions.

Carus-Verlag GmbH & Co. KG, based in Stuttgart

Local court of Stuttgart, HRA 720066.

VAT ID No. DE 814575473

Tax reference: 93145/03894

Managing director: Waltraud Graulich

and Dr. Johannes Graulich

Personally liable shareholder:

Carus-Verwaltungs GmbH, based in Stuttgart

Registered at the local court in Stuttgart under

HRB 25333