

STANDARD TERMS and CONDITIONS Of California Sunset Records GmbH

1. Scope of application

1. For the business relationship between the customer and California Sunset Records GmbH, Borselstraße 20, 22765 Hamburg (hereinafter "CSR") and for all closed transactions in the context of the business relationship, including the purchase of audio / visual media (eg CD's, DVD's), these General Terms and Conditions are exclusively valid in its valid version at the time of each transaction. These Terms and Conditions also apply to all future contracts closed with the customer.

2. Forehanded deviating, contrary or additional terms and conditions of the customer are contradicted. Even by knowing such terms and conditions and unconditional execution of customer order through CSR they do not become part of the contract, unless the application is explicitly agreed in writing

2. Offers of contracts, delivery

1. If the customer orders goods in the CSR partner web shop, the customer submits his order statement by clicking the "Order Now" button. Previously, the customer has the possibility to review the information made by him and to change or to correct them if necessary by clicking the "Edit" button. Only after clicking the button "Order Now" a binding offer by the Customer takes place to enter into a purchase agreement with CSR on the articles contained in the electronic shopping cart.

2. For orders via partner webshop customer receives an email after order is sent which confirms the receipt of the order, the ordered goods, its prices, shipping costs and lists other costs ("Access Confirmation") and contains as Attachment the terms and conditions again. This confirmation does not constitute an acceptance of the customer order by CSR. However it can be, , associated by CSR with an explicit declaration of acceptance.

3. CSR is entitled but not obliged to accept the contract offer contained in the order of the customer receipt. The acceptance will be made either by expressly declaration or by delivering the goods to the customer.

4. The final contract is subject to the conditional acceptance of proper and timely delivery by our suppliers. However this conditional acceptance applies only in the event CSR is not responsible for the non-delivery, especially in case of a congruent covering transaction with the supplier concerned. In such a case we are entitled to withdraw the contract. In case of unavailability of ordered products customer will be informed immediately and regarding the amounts already paid on the mentioned products refunded immediately.

5. Any information about delivery dates is not binding, unless expressly agreed in writing and a binding delivery date has been confirmed.

6. Events, for which CSR is not responsible ("Force Majeure"), especially events beyond the control of CSR (such as lack of raw materials) lead to a reasonable extension of the delivery period.

3. Retention of title

1. CSR retains title to the delivered goods (reserved goods) until full payment of all present and future claims arising from the ongoing business relationship with the customer.

2. The buyer is obliged to notify immediately CSR about any deterioration of the goods such as a third party access to the goods, as in the case of a seizure and any damage to or destruction of the goods. Any claims from the customer against an insurance of the goods (eg against fire, water, theft or other risks), the customer hereby assigns to CSR. CSR accepts the assignment herewith.

3. The customer is entitled to sell the goods in the ordinary course of business. Already now, he assigns CSR all claims (including VAT) with all ancillary rights arising from the resale to a third party. CSR accepts the assignment herewith. After the assignment the customer is authorized to collect the debt. However, CSR reserves the right to collect the claims and / or revoke the resale authorization if the customer fails to meet its payment obligations towards CSR, in default of payment or a request to open insolvency proceedings was made against the customer. In such a case, the customer shall give immediately notice upon request of all assigned claims and their debtors. CSR is entitled to disclose the assigned claims against the debtors of the customer. In addition, CSR is entitled at any time to demand the reserved goods and to require the assignment of any property rights of the customer to the goods.

4. Prices and costs, ordering conditions and payment arrangements

1. Unless specific prices were not separately agreed, CSR is entitled to charge the list prices which are applicable at the day of the order. All prices are net prices excl. the applicable VAT. Bonuses, discounts and rebates are excluded if they are not expressly granted in writing by CSR in advance.
2. All prices are valid plus shipping costs and additional other specified costs such as packing costs and insurance fees. Possibly incurring additional costs for customs, are sole responsibility of the customer for deliveries abroad (especially in non-EU countries). The shipping, packing and other costs based on our Shipping Conditions [\[link to Shipping Conditions\]](#).
3. Deliveries to first-time customers made exclusively against payment in advance or credit card charge.
4. Any Delivery to existing customers in EU countries will be made on account payable within 8 days upon receipt of an invoice; Deliveries to customers outside the EU only against advanced payment or credit card charge.
5. Deliveries to first-time customers take place upon a minimum order quantity of 8 units / 40 CDs, deliveries to existing customers with a minimum order quantity upon 2 units / 10 CDs. One unit contains 5 CDs of the same catalog / catalog number. Partial deliveries are permitted and have to be accepted by the customer.
6. Passing of risk is the time of delivery of the ordered goods to the carrier by CSR.
7. If the customer gets in delay of payment, CSR is entitled to make immediate annuity of all claims against the customer and to secure the outstanding claims by demanding the return of the reserved goods (see §3), to realize them and/or impose a delivery stop.

5. Returns

1. Returns of audio and or video media can generally only be accepted by CSR, if they are agreed or allowed by law, when the goods have been proven supplied by CSR and the goods are still in perfect, resalable condition in their original cellophane or other outer packaging is located. Goods that are no longer located in the valid range of goods as well as sale goods and string merchandise cannot be returned in principle.
2. Any of CSR redeemed items will be credited to the customer account. All credits are based on the lowest-related price (incl. all deductions such as discount) calculated for each product, but for displays not more than 70% of the lowest-related price. The customer is not entitled to return allocations before issuing a credit note by CSR.
3. CSR is entitled to deduct a processing fee of EUR 1.00 per unit (eg, single CD, DVD) for goods marked or otherwise processed or transformed by the customer.
4. The customer bears the costs of returning goods. Transfer of risk is the date of receipt of the returned goods at CSR.
5. All unauthorized returns (eg transaction commodity, foreign goods as well as damaged goods by the buyer) will not be returned to the customer nor credited and without replacement, but is free for the customer destroyed.

6. Warranty

1. In the case of justified complaints CSR will remedy the defect or defective merchandise supply (replacement). The reduction or cancellation of the contract by the customer is only permissible if the remedy by CSR failed within a reasonable period of time or is unreasonable for the customer.
2. Further claims are excluded, unless otherwise provided in § 7 .
3. Public statements or offering of goods by us or the manufacturer of the goods delivered, particularly in advertising or labelling of the products shall not be deemed contractual quality of information or legal guarantees.
4. Claims for defects in the goods expire one year from receipt of goods.
5. The right of recourse of the customer in accordance with §§ 478, 479 BGB will be unaffected.
6. Any liability of CSR is also excluded for ordered goods if produced on the basis of data (designs / layouts) provided by the Customer or designs accepted by the Customer.

7. Limitations of Liability

1. CSR is only liable for damages if a) liability under the applicable law is mandatory, such as after ProduktHaftG or in cases of injury to life, body or health, or b) CSR violates a warranty, or c) the damage was caused by wilful misconduct or gross negligence by CSR, or d) CSR culpably an essential contractual obligation (cardinal obligation).

2. In all other cases, CSR liability for damages is excluded regardless of the legal basis. CSR shall not be liable for any indirect damages, lost profits or other financial damages of the customer.

3. In any case, the liability is limited to the damage that CSR could reasonably foresee when concluding the contract due to the circumstances and facts available or could have foreseen. This limitation shall not apply in cases of para. 1 a), b) and c) of this §. 7

4. The exclusions and limitations of liability in the preceding paragraphs shall also apply to the personal liability of employees, workers, representatives and agents.

8. Miscellaneous provisions

1. Any modification of the product is prohibited. It should be noted that the export of our products may conflict with copyright or related rights of third parties in other states. CSR is not liable if the customer will be claimed so far.

2. The customer shall not be entitled to assign any rights or claims without the prior consent of CSR to third parties.

3. Customer has the right to set-off or retention only if his counterclaims have been legally established, undisputed or recognized by CSR.

9. Final Provisions

1. Place of performance and jurisdiction is Hamburg, unless another jurisdiction is imperatively demanded by law.

2. This contract shall be governed by the laws of the Federal Republic of Germany (excluding the Convention on Contracts for the International Sale of Goods).

3. If one of the provisions of this contract should be or become ineffective, this shall not affect the validity of the remainder of the contract. The ineffective clause shall, as far as possible, be replaced with a permissible clause which approximates as closely as possible to it in effect. If an amendment to the contract is required for this, the parties mutually undertake to cooperate with the amendment. The same applies if the contract has any gap.