

# General Terms and Conditions

## § 1 Scope

1. The General Terms and Conditions (hereinafter called "GTCs") shall apply to all business relationships between KOMPAKT and the customer as defined at the time of conclusion of the contract.
2. Our GTCs shall apply exclusively. Conflicting conditions or conditions differing from the ones indicated in our GTCs cannot be accepted, unless explicitly approved of by KOMPAKT in writing in individual cases.
3. The term "customers" as used in our GTCs shall mean both, consumers and enterprises. The term "consumer" as defined in our GTCs is a natural person with whom we enter into business relation and who is thereby not deemed to be acting in a commercial or professional capacity. The term "enterprise" as used in our GTCs is defined as natural person or legal entity or partnerships possessing legal personality with whom we enter into business relations with and who are thereby acting in a commercial or professional capacity. Moreover, enterprises are at liberty to order via our distribution service and special terms and conditions shall apply. Unless otherwise stipulated, these GTCs shall apply. For more information on special terms and conditions, please send an e-mail to [INFO@KOMPAKT.FM](mailto:INFO@KOMPAKT.FM)

## § 2 Service Provider

KOMPAKT  
MAYER, PAAPE, VOIGT GBR  
WERDERSTRASSE 15-19  
50672 COLOGNE  
GERMANY  
FON SHOP: +49(0)221/94995-120  
FAX SHOP: +49(0)221/94995-150  
E-Mail: [LADEN@KOMPAKT.FM](mailto:LADEN@KOMPAKT.FM)  
PARTNERS AUTHORISED TO REPRESENT THE COMPANY:  
MICHAEL MAYER / JUERGEN PAAPE / WOLFGANG VOIGT  
VALUE ADDED TAX IDENTIFICATION NUMBER DE 174698912

## § 3 Scope of Supply and Services

KOMPAKT'S Internet portal <http://www.kompakt.fm> (hereinafter called "Internet portal") offers Cds, vinyls and accessories (clothes, merchandise etc.) (hereinafter called "goods"). The goods offered at the Internet portal only show a part of our complete range of products. Any information on our "General Catalogue" and new products will be

sent upon request. If you get registered with our “Newsletter”, you will be informed on our news at regular intervals and free of charge. You can also unsubscribe the “Newsletter” at any time, and no further costs accrue other than the forwarding charges according to your base rate.

#### **§ 4 Contract Conclusion / Registration**

1. According to §§ 145 ff BGB (German Civil Code), the display of the range of goods does not constitute an offer made by KOMPAKT. It is not binding and subject to change.
2. The items you have selected are listed in the shopping cart. You can review, and if necessary, change the content of your shopping cart at any time. If you decide to submit your order, please click on the button “checkout”.
3. In the next step, you will be asked to get registered as customer and submit both shipping address and billing address. You are obliged to submit the correct data. For individuals under 18 years of age, the legal guardian has to give his/her approval to the registration, the purchase order and the personal data.
4. In the next step, you will be directed to the “summary”. You will have to choose your payment method, and enter the relevant payment information. Before you submit your order, you will have to confirm that you have read and accept our GTCs by ticking in the box. According to §§ 145 ff BGB (German Civil Code), by completing an order to KOMPAKT in the realm of the order process, you make a binding offer to conclude a contract with KOMPAKT.
5. After having submitted your order, you will receive an acknowledgement of receipt of your order by e-mail. The electronic order confirmation will state your order and a link to our GTCs together with a written information on the conditions and procedures for exercising the right of withdrawal. If you have chosen to pay by “bank transfer”, the order confirmation will also state the grand total amount due as well as our bank details. The order confirmation does not shall not constitute a binding acceptance of the order, as we first have to check your order and the availability of the items. Please check the order confirmation carefully for any obvious spelling and calculation errors and discrepancies between the order you placed, the order confirmation and the delivery details. You are obliged to inform us about any discrepancies without delay. We are entitled to accept the offer you submitted within ten days. KOMPAKT may refuse to accept the order after credit assessment of the customer. The customer will be informed immediately in case of non-availability of the goods ordered. The contract is concluded as soon as we accept your order by delivering the goods, or by sending the dispatch note within the delivery time as stated.

## **§ 5 Statement of Shipping Costs/Mode of Dispatch/Delivery**

1. All prices stated on our Internet portal are prices in EURO including handling and the legal value added tax, if applicable according to the corresponding legal provisions. At the moment, we ship goods worldwide.
2. Shipping costs:
  - a. Within Germany: For orders up to a total order value of 100 € or a total order weight of 31.5 kg , a flat-rate of 3.80 € shipping costs is charged for payment by bank transfer, electronic direct debit, credit card and PayPal. Shipping is free for orders over 100 €.
  - b. Europe + World: For orders up to a total order weight of 2.000 grams, goods are shipped as registered mail or business/premiumpaket international. The cheapest rate gets applied.
    - i. Shipping Costs Europe + World (registered mail up to 2000 gr.)
      1. Up to 500 gr, 3.45 €
      2. Up to 1.000 gr, 7.00 €
      3. Up to 2.000 gr, 16.90 €
    - ii. Additionally, a registration fee of 2.05 € is charged on all the prices stated above.
  - c. Europe + World exceeding 1000 grams: Items exceeding a total order weight of 1.000 gr. will be shipped as business/premiumpaket international. For shipments from 1.000 gr, the Deutsche Post AG (DHL) groups the countries in tariff zones. We have agreed upon special rates with our shipping partners for shipments over 1000 gr to keep shipping costs low. You will be informed about the exact shipping costs by e-mail in an electronic dispatch note.
3. Shipping partners: Shipping partner is the Deutsche Post AG or DHL. Please check the current terms of delivery at the General Terms and Conditions of the shipping partners at <http://www.deutschepost.de> or <http://www.dhl.de>.
4. Delivery: KOMPAKT will ship the goods you ordered without delay to the address stated in your order, and subject to availability. Conclusion of contract is subject to correct and timely delivery by our own subcontractors, but only in cases in which we are not responsible for the failure to deliver. In case the customer is in default of acceptance or if delivery is delayed for reasons for which the customer is responsible or if the customer for any other reason delays in accepting the goods, the customer's bears the resulting additional costs, in particular the incurred storage costs.
5. Delivery Period: If you have chosen the payment option "bank transfer" (prepayment), the delivery period only starts on confirmation on receipt of payment. In the event of non-compliance with the delivery period, the customer shall extend the delivery by a reasonable period of at least three weeks. After the expiry of the period, the customer is entitled to withdraw from the contract.  
Delivery Period:

- a. Within Germany: approx. 1-2 working days, max. 4 working days after you have received the order confirmation.
  - b. EU member states, Liechtenstein, Switzerland: approx. 4 working days, max. 5-8 working days after you have received the order confirmation.
  - c. Outside EU: approx. 7-10 working days after you have received the order confirmation.
6. Partial delivery and partial billing shall be permitted. If the customer is consumer, partial delivery shall be reasonable. If you are not interested in partial delivery, please do not unseal the goods any further until delivery is complete. If you have unsealed the partial delivery, we will charge you with the loss in value in case of withdrawal from the contract at the end of the withdrawal period. We will be in charge of the additional shipping costs involved in partial delivery.

## **§ 6 Prices/Maturity/ Payment Methods /Invoice**

1. The price will be stated by clicking on the label of the article you have selected.
2. Purchase price and shipping costs become due at the time of conclusion of the contract. The customer defaults on payment obligations 14 days after conclusion of the contract without any further notice and reminder.
3. Payment must be received within 14 days after placing your order. In case the amount due has not been credited to our account or direct debiting fails after 14 days, we are entitled to automatically cancel your order. In case of return or dishonour of a direct debit, you hereby irrevocably authorise your bank to give us your name and current address.
4. Within Germany, you can choose one of the following payment methods:
  - a. Bank Transfer (Prepayment)
  - b. Electronic Direct Debit
  - c. Credit Card (Master, Visa, American Express, JCB)
  - d. PayPal
5. For customers outside Germany, we only accept the following payment methods
  - a. bank transfer
  - b. credit card
  - c. PayPal
6. Invoice: For each delivery, you will receive both, by e-mail and together with the goods a detailed invoice stating the value added tax. This invoice is at the same time proof of your purchase and should be retained.
7. The customer also is obliged to pay the invoice balance of the goods ordered via his/her access/Internet account by people under the age of 18 or any other users. This also applies for misusage if the customer fails to prove that he is not at fault.

## **Bank Transfer (Prepayment)**

If you have chosen the payment method “bank transfer”, no additional fees will be charged. Upon receipt of your order and order confirmation, we will send you our bank details by e-mail. Full payment is due within 14 days from the date of invoice to our bank account. If payment is not received within 14 days, your order will automatically be cancelled. Your order incl. invoice will be shipped as soon as the invoice amount has been credited to our account. In order to guarantee a smooth and fast transaction, we will ask you to consider the following points:

On the remittance slip, please state the complete order number as stated in the order confirmation in the “reference line”. Please enter the correct invoice amount. Do not round up / off the amount, as we will not be able to immediately assign the amount to your payment, and a delay in dispatch may arise. Please pay the full amount of the invoice. Please do not pay in partial amounts, as delays in the precise assignment of your remittance may arise, or we will not be able to process your order at all. Please fill out one remittance slip for each order only. If you fail to do so, the invoice amount cannot clearly be assigned to and delays in dispatch may arise.

### **Our bank details:**

Holder of the account: KOMPAKT Mayer, Paape, Voigt GbR

Name of the Bank: Commerzbank Koeln

Account Number: 1277888

Bank Code: 370 400 44

For bank transfers from Europe:

IBAN: DE 34370400440127788800

BIC/SWIFT CODE: COBADEFF 370

According to existing law, the same remittance transaction fees are charged within Germany and within the EU.

### **Electronic direct debiting system**

Payment can also be made by “electronic direct debit”. Please fill in your bank details in the relevant fields. By stating your bank details, you accept payment by electronic direct debit. Should your bank reject the direct debit, we will charge you with the fees involved in the return debit note (8.11 €). If you chose the direct debit payment method, no additional fees will be charged.

## **Credit Card**

Should you like to pay by credit card, please fill in the necessary information and state the credit card security number given on the recto of your credit card (CVV, CVC, three figures). When payment is made by credit card, your credit card will be charged with the amount due. We accept Mastercard, Visa, American Express, JBC. After careful verification, we reserve the right to reject orders paid by credit card.

## **PayPal**

For customers using PayPal as payment method, no fees or additional costs will be charged. PayPal is an Internet bank where you have an Internet account. Choose the payment method in the PayPal window. Precondition for this is that you already have a PayPal account or that you open an account with PayPal. For more information, please check: [www.paypal.com](http://www.paypal.com). Our PayPal account is: SALES@KOMPAKT.FM

## **§ 7 Retention of Title**

1. Delivery is made exclusively on conditional sale. Delivered goods shall remain KOMPAKT'S property until full payment has been made by the consumer, or full payment of all claims has been made by the enterprise and according to the business relationship between the enterprise and KOMPAKT. For the duration of the retention of title, the customer may not pledge the retained goods or use them as security. The customer shall notify KOMPAKT forthwith of any seizure or other act of intervention by third parties.
2. In cases of breach of contract on the part of the customer, we shall be entitled to withdraw from the contract and to reclaim the goods.
3. As far as the customer is an enterprise, the customer is permitted to resell the conditional commodity in the ordinary course of business to third parties under reservation of ownership and under consideration of the due diligence of a responsible businessman; the customer, however, is obliged to point out that the commodity is located in the property of KOMPAKT. (assigned retention of title). If the goods are resold prior to the receipt of the customer's complete payment of all outstanding obligations, the customer's claims resulting from such resale shall take the place of the goods by means of assignment of future claim. KOMPAKT accepts the assignment. Should - by means of the resale of the conditional goods to a third party - the customer raise accounts receivable through the utilisation of existing open account terms, the respective balance shall be considered ceded and assigned to KOMPAKT to the amount of the customer's outstanding balance. The customer is authorized, until revocation of such authorization, to collect upon claims arising from the resale that have been assigned. This authorization to make collection may be revoked by KOMPAKT if

the customer fails to fulfil payment obligations or if our claims appear to be at risk. KOMPAKT is entitled to revoke the direct debit authorization without prior notice if the customer suspends payments or if application for the opening of insolvency proceedings has been made by the customer or by a third party. After revocation or expiry of the direct debit authorization, KOMPAKT is entitled and the customer in return obliged to inform the third party purchaser of the assignment of claims. The customer shall then stop the collection of any claims. Any incoming payments shall be forwarded immediately to KOMPAKT. Upon request, the customer shall inform KOMPAKT at any time and in writing of name and address of any third parties the goods were delivered to and provide KOMPAKT with information and documents necessary for the collection of the claims.

4. Processing and manufacturing of the goods by the customer shall always be in the name and on behalf of KOMPAKT. In the event of manufacturing or processing, KOMPAKT shall be entitled to the thereby originated co-ownership share of the new product in relation to the value of the delivered goods at the value of the processed product. The same shall apply if the goods are combined inseparably with other objects not belonging to us.

## **§ 8 Withdrawal**

According to the Distance Selling Act, the customer (consumer) who acts for private purposes has the right to withdraw from the contract with KOMAKT.

### **Instructions for Consumers**

The consumer has the right to withdraw his declaration of intent directed to the conclusion of the contract within 14 days of receipt of the goods. The right of withdrawal is excluded for delivery of audio or video recordings if you have unsealed the goods delivered.

### **Exercising Withdrawal**

The withdrawal must not contain any justification and must be declared in text form (e.g. letter, fax, e-mail) or by returning the goods to KOMPAKT within two weeks; for the observation of the deadline, the timely dispatch of the withdrawal or the goods is sufficient. The withdrawal shall be sent to:

MAYER, PAAPE, VOIGT GBR  
WERDERSTRASSE 15-19  
50672 COLOGNE  
GERMANY  
FAX: +49 (0)221/94995-150  
E-MAIL: LADEN@KOMPAKT.FM

## **Withdrawal Period**

The withdrawal period is subject to different requirements. For online orders, we are obliged to provide a number of provisions in order to advise and assist the customer (consumer) in recognizing errors while entering his/her data; we are also obliged to give essential information on contract and content, contract language, and on how to save the contract text. Furthermore, we are obliged to inform the customer about any essential information on the offer and the contract in written text (for example by letter, fax, e-mail), in order to start the withdrawal period. The withdrawal period only starts at the time the customer has received the instructions for the right of withdrawal in writing. For delivery of goods, the withdrawal period starts on the day the customer receives the goods (in case of recurring deliveries of the same type of goods not before receiving the first partial delivery).

## **Start of Withdrawal Period**

The withdrawal period starts on the first day after the day all the requirements have been fulfilled. To meet the deadline, timely mailing shall suffice.

## **Consequences of Withdrawal**

In the event of a valid withdrawal, any mutually received benefits are to be refunded and possible benefits derived (e.g. interests) to be returned. If you are unable to return the received benefits, be it whole or in part or only in a deteriorated state, you shall compensate us in an amount matching the loss in value suffered. This shall not apply if the deterioration of the goods is exclusively attributable to their examination - as would have been possible for you in a shop. For any deterioration that occurred by using the goods as intended, you do not have to pay an indemnification. Goods suitable for delivery by parcel are to be returned at our risk.

You have to bear the cost of returning if the goods ordered are in conformity with those ordered, and if the price of the items returned does not exceed an amount of 40 €, or if in the case of a higher price of the goods you have not yet performed the service in return or any partial payment as agreed upon by contract at the time of cancellation. Otherwise KOMPAKT will reimburse the shipping costs. However, in case of reimbursement by KOMPAKT, we would ask you to return the goods postage paid. Goods not suitable for delivery by parcel will be picked up. Obligations to refund payments must be met within 30 days. For the customer, the period begins with sending the declaration of withdrawal or dispatch of the item to be returned; for KOMPAKT upon receipts of the goods.

## **§ 9 *Passing of Risk***

The risk of any accidental loss or deterioration of the goods shall pass on to the customer upon transfer of the goods to a forwarding agent (carrier, shipping company)

or any other person or institution charged with the dispatch of the goods. For consumers, the risk in the goods shall pass on to the customer upon delivery. If the goods are ready for dispatch, but delivery is delayed for reasons not attributable to us, the risk shall pass on to the customer upon receipt of notification of readiness for shipment.

## **§ 10 Liability for Defects**

Liability for defects exists if the goods delivered are defect. As far as the customer is consumer, he has the right to choose between rectification of the defects or replacement delivery. If the rectification of defects and replacement delivery fail, the customer has to right to choose between abatement of the purchase price or cancellation of the contract. If the customer is an enterprise, we reserve the right to choose between rectification of defects or replacement delivery. The customer has to report in writing any obvious defects immediately, latent defects immediately after discovery thereof by precisely stating the reasons for defects, in any case within 7 days at the latest after discovery. As far as the customer is consumer, the liability for obvious defects is limited to 30 days after acceptance of the goods.

As far as the customer is an enterprise, the customer is obliged to report in writing any defects immediately, or in any case within 5 days at the latest, after inspection or upon receipt of goods at the place of destination. The defective item has to be returned to KOMPAKT carefully, and preferably in the original packaging for inspection. For private customers, the liability for defects is limited to 24 months after delivery of the goods; for enterprises, the liability for defects is limited to 12 months after receipt of goods. Access to goods offered by KOMPAKT shall temporarily be paused for maintenance works. For claims for indemnity due to defects, § 11 shall apply for customers.

## **§ 11 Liability**

Our limitation to liability only applies if the cause of damage was an act of gross negligence or wilful intent by KOMPAKT – regardless of reason. Liability claims arising from the laws concerning product liability (Product Liability Act) and from damages resulting from an injury of life, body or health remain untouched. The limitation of liability also does not apply to any other damages that are an act of wilful intent or gross negligence or KOMPAKT neglected essential business duties it has to take responsibility for; liability is then limited to predictable, contractual characteristics. The liability also applies to our legal representatives and vicarious agents.

In case of slight negligent violation, liability claims will come under the statute of limitations after 12 months, except liability claims from damages resulting from an injury of life, body or health.

On the Internet pages of the KOMPAKT web shop, you may find links leading to third parties' websites. KOMPAKT has no influence on content or design of linked websites. Responsibility for content of linked sites lies solely on their administrator or provider.

KOMPAKT does not assume any liability for external links, in particular for the up-to-dateness, correctness, completeness or quality of any information given on these websites.

Before inserting the hyperlinks, KOMPAKT carefully checked contents and possible legal violations of these website. No unlawful content was in evidence at the time the hyperlink to that page was inserted. We will immediately remove these links as soon as we are aware of possible violations. However, ongoing monitoring of the content of the pages linked to is not reasonable. The content of our websites has been produced with the utmost care, However, KOMPAKT does not assume any further liability for the correctness and completeness of any information given on its internet sites.

### ***§ 12 Neglect of Customer's Duty and Release of Third Party Claims***

If the customer is in breach of his duly disclosure of his personal data, in particular bank details and/or credit card information and/or if the customer uses the data other than the stipulated use and/or if he violates third party rights, KOMPAKT is entitled to block the customer for both, the ongoing and any further orders. KOMPAKT will immediately inform the customer about the reason of the blocking. Blocking is also possible in case of a probable cause of a breach of duty and/or a violation of third party rights.

In case well-founded third party claims may arise from the breaches of duty stated above and/or violations of third-party claims, KOMPAKT shall be exempt from these claims at first request, including adequate legal costs and costs incurred in asserting legal rights.

### ***§ 13 Data Privacy***

1. Any data given by the customer will be treated in accordance with the applicable law and regulations. In the realm of the business relationship, the customer accepts that personal data is electronically processed and stored. Any data will not be given to third parties without authorization. For credit and rating check, KOMPAKT is entitled to data interchange with other credit service companies. The customer expressly authorises KOMPAKT to process customer data on to the companies entitled to deliver and settle the account for settlement of the contract.  
The customer accepts that the data processed by KOMPAKT (for example order confirmation) shall also be submitted by e-mail.
2. The customer is entitled to get any information on the data stored at KOMPAKT at any time and if requested to have the data cleared. The customer can contact KOMPAKT under: LADEN@KOMPAKT.FM

## **§ 14 Miscellaneous / Final Provisions**

1. The customer is obliged to notify KOMPAKT immediately about a change of address. If the customer fails to notify KOMPAKT about a change of address, the last notified address is considered the valid address.
2. The customer may only set off with indisputable claims or claims confirmed in writing by KOMPAKT.
3. Insofar as a jurisdiction agreement is legally allowed, place of jurisdiction shall be the place where KOMPAKT's registered office is located at that time. Place of performance shall also be KOMPAKT's current place where our registered office is located.
4. The laws of the Federal Republic of Germany shall be applied without collision or reference norms applicable in Private International Law and under the exclusion of the United Nations Convention on Contracts for the International Sale of Goods, the latter shall be applied as far as the customer is an enterprise.
5. Any amendments, changes and supplements to this agreement must be made in writing. The same is applicable to the in writing requirement issue itself. The Rules on the Choice of Law do not apply if the consumer protection legislation in the home country of the customer who is consumer, are more favourable.
6. If an individual provision of these GTCs is or becomes completely or partially invalid, the legal validity of the other terms remain unchanged. Any invalid part is to be replaced by a term or condition that serves the commercial purpose of the original most closely. The same shall apply to any lacunae.

Status quo of these GTCs: January 2011