

General Terms and Conditions (Version 1.0 - August 2006 Carat24Records)

1. Conclusion of a Contract

By sending the order form and the respective recording you are ensuring us of your ownership rights. Relevant information and qualifications can be found on the Carat24 order form. This must be thoroughly completed and signed. Only after the receipt of the original recording along with the order form is it possible to conclude the contract between you and Carat24Records.

2. Copyright

As a consequence of the German Copyright Act, only one copy of the original recording can be made. An exception to this rule is when the contractor is also the owner of the recording's copyright. In this regard separate agreement between the contractor and Carat24 apply. The contractor is responsible for finding out before establishing a contract with Carat24 that the content of the recording has not been available at retail for at least 2 years. The contractor is solely responsible for establishing this and inadequate research is solely the responsibility of the contractor. This applies to all mediums (LP, MC, MD, CD, DVD).

3. General Liability

Carat24 does not accept liability for delivery of original recordings as possible damage can only be established after receipt and inspection. Should Carat24 be found to have been negligent with the recordings Carat24 will refund only the material value of the recording.

Given the susceptibility of vinyl to extreme weather conditions, in particular during high summer temperatures, the original recordings should only be sent after consultation with Carat24Records. In addition the return of the original recordings can under certain conditions be individually arranged.

4. Right to withdraw from a contract

After receipt and inspection of the recording Carat24Records maintains the right if necessary to refuse the contract. This may be the case if the restoration of the original recording appears to be impossible or can only be achieved with a disproportionate expenditure of time.

5. Prices and Conditions of Payment

Unless otherwise agreed between the contractor and Carat24Records, prices found in the most up-to-date price list on the website apply. All prices include VAT. Postage costs are calculated on an individual basis.

Delivery is only possible after receipt of payment (bank transfer in Euros, without deduction). To enable payment in advance, you will receive our bank details with the confirmation of your contract. An additional form of payment will be made available by Carat24Records in the form of PayPal.

6. Returns

Every completed CD and/or DVD is carefully checked for complete functionality. Carat24 guarantees the playability of all mediums it produces on the compatible player. A return is not possible if the contractor's player does not correspond to the relevant norms of compatibility. Carat24Records conducts all restoration processes of the original recording using the utmost care. In particular with the Standard Restoration we cannot offer a 100% guarantee that every single noise and/or interference has been removed because each individual gramophone record has its own individual characteristics. Only in cases of manufacturing mistakes, materials and/or

physical mistakes can returns be accepted.

7. Retention of Title

The goods remain the property of Carat24Records until after complete payment.

8. Right of Use and Enjoyment

With the receipt of mediums (CD/DVD) produced by Carat24Records the contractor has solely the right to private use. Unauthorized reproduction, letting or lending, public performance and transmission as well as all electronic realization - in particular its provision over the internet - is forbidden and can in certain cases be considered breaches of the law. Accordingly, all recordings are furnished with relevant legally binding conditions. In cases where these regulations are not followed the contractor forfeits his basic right of use and enjoyment. The granting of this basic right of use and enjoyment does not entail any further copyright or miscellaneous rights.

9. Delivery/ Postage

Carat24Records retains the right to determine the mode of dispatch and the dispatch firm. As a rule, Carat24Records works with the most well-known firms such as DPD, DHL etc. The client accepts all risks as soon as the package has been received by the dispatch firm.

10. Applicable Law

German law applies.