

General Terms of Trade

1. General

Orders, fulfilment of orders and offers by Schnittecht shall be dealt with solely in accordance with the General Terms of Trade, which are accepted at the time an order is placed. If modified by a client, terms shall only be deemed acceptable if confirmed by us in writing, otherwise they shall be considered unbinding and not an element of the contract, even if tacitly agreed to. The terms of delivery and payment shall apply for all subsequent business transactions, even if no explicit reference is made to them again. The fact that separate conditions to the contract are invalid shall not affect the validity of the other conditions.

2. Conclusion of a contract and fulfilment of orders

Contracts with clients shall only become effective once they have been confirmed or carried out by us.

3. Prices

The prices stated in the price list valid on the day an order is placed shall apply for deliveries and fulfilment of orders by Schnittecht, unless another price was explicitly agreed to in the relevant offer.

4. Terms of Payment

4.1 Invoices are sent out on the day of despatch. Payment of invoices shall be in the form of pre-payments, bank transfers or cash.

4.2 We are entitled to demand part-payments from the client, should an order be fulfilled in several despatches,.

4.3 In the case of bank transfers and cheques, the invoice settlement date shall be the date on which the sum is credited to our account.

5. Delays in delivery

5.1 The delivery deadline commences when an order has been confirmed and a full set of production documents supplied. A delivery deadline may be extended for a reasonable length of time in the event of unforeseen events occurring or in other, unforeseeable or exceptional circumstances which are no fault of ours (or a supplier of ours).

5.2 In the event of a client demanding compensation for non-fulfilment or delay in fulfilment of a contract, the client may only assert a claim for the amount stated on the invoice for the order in question, if damages are atypical and unforeseen. The clause restricting liability in Sentence 1 shall become invalid should Schnittecht act with intent or gross negligence.

6. Despatch, Storage dues

Pre-payment shall be made for despatch, but at the client's own risk. Risk shall be transferred to the client once a consignment has been transferred to the person or company responsible for transport, or once it has left Schnittecht's safekeeping. Should the despatch or handover of goods for transport be delayed for any reason outside our control, the risk shall pass to the client upon receipt of the respective despatch note. Ways and means of despatch shall be left to our discretion, if not otherwise stipulated by the client. The client will be charged an additional sum should he request a special type of despatch. Special requests for despatch should be made for each separate order. Additional despatch costs (for freight and packaging) and Customs dues will be calculated for deliveries outside Germany.

7. Default by the Client

7.1 In the event of a client delaying, threatening to refuse or refusing acceptance of a delivery following the stated, reasonable period of time, or in the event of the client seriously and conclusively declaring his intention not to accept a delivery, he shall not be permitted to recall the invoice once audio material has been produced, even if it has not been despatched, or an order has been fulfilled, unless fulfilment of an order or the audio material produced does not meet the stipulations set out in the order.

7.2 In the event of claims for damages, we shall be permitted to claim the value of the order by way of compensation, without further evidence. It shall be left to our discretion to assert a claim should higher damages be incurred.

7.3 As far as can be reasonably expected, the client is obliged to accept part-deliveries (pre-deliveries).

8. Guarantees

8.1 Complaints on the grounds of obvious faults should be lodged immediately or within a period of three days following the receipt of goods. We reserve the right to check goods in such cases. Claims for faults which are not directly obvious - ones not found upon immediate checking - may only be made against us by lodging an official complaint with us within 30 days of the acceptance date.

8.2 Faults in part-deliveries of goods do not justify complaints for a whole consignment.

8.3 We reserve the right to repair or replace a consignment within a reasonable period of time. Should repair (or replacement) not be successful, nor fulfilled within a reasonable period of time or refused, the client may demand a reduction in price or rescission of the contract. Further guarantee or liability for damages, particularly when resulting from a fault, is then debarred, except in the event of us or our agents acting with intent or gross negligence, or of certain quality features being expressly assured.

9. Proprietary rights

The client shall remain the owner of the documents he supplies for production (data media), which will be stored at his own risk. Such documents will only be used for the client's own orders and disposed of one year after their last use, without further reminder to the client."

All materials created for production purposes shall remain our property. Delivered goods shall remain our property until full payment of all debts from the business relationship has been made and all paid-in cheques cashed. The property shall be retained by us as security for claims for outstanding payments.

10. Liability

Schnittecht shall be liable for the full amount of damages in the event of the company acting with intent or with gross negligence. In cases of slight negligence or other, vicarious (simple) errors, Schnittecht shall not be held liable as long as it does not violate any terms of the contract which are part and parcel of the contract's objective, or which the client implicitly trusts the company to comply with. The company shall not be held liable in any way for consequential harm caused by a defect or for direct damage due to a defective product from Schnittecht.

11. Miscellaneous

Verbal ancillary agreements shall only be effective if expressly confirmed in writing by Schnittecht. Contracts drawn up between Schnittecht and clients are subject exclusively to German law. The place of performance is Dresden/Saxony, Germany. The place of jurisdiction for any disputes arising between Schnittecht and clients from contracts agreed to between the parties – including all preparatory arrangements – shall be the Dresden Amtsgericht [AM District Court].

12. Copyright and ancillary copyright

Clients are obliged to sign a special declaration of guarantee and a declaration of exemption when placing orders for mechanical replication with Schnittech. Separate declarations need to be drawn up for every contract and product order agreed to between the client and the company.

In these declarations, the client states that he possesses all the requisite rights for the said replication, such as rights of mechanical replication, rights to use certain film, audio, data and other recordings; the client also guarantees that all copyright fees shall be transferred to their respective recipients and that Schnittech will not be held responsible for them in any way.

The parties to the contract shall draw up a binding agreement, stating that the client releases Schnittech from all damages and liabilities in this respect, in particular from third party claims, including those from copyright companies, ancillary copyright or related companies, or any lawyer's and/or court fees arising as a result of reputed or actual breach of such rights.

Settling ancillary copyright, for example, includes the clarification of publishing rights or copyrights for music which music producers have already replicated on CD or other data media. In this case, not just composer and text rights for the subject recording are concerned, but publishing rights as well.

Under § 53, Para. 1 of the German Copyright Law, special permission is given for replication for private use. However, replicating CDs for private use has strict limitations. In detail, the following should be observed:

Only very few copies may be made and replication is only permitted for a person's own private use; this includes its use by close relatives or friends.

Replication is only permitted for one's own, private purpose. It is not permissible if its express purpose is the sale, exchange or presentation of copies.

An unwritten element inherent to § 53 Para. 1 of the German Copyright Law, is that master documents for copying must be acquired legally. Illegally acquired CDs may not be copied, even for private use.

Furthermore, attention should be paid to the fact that copies which have already been made legally may not be distributed at a later date or played in public (§ 53 Para 6 German Copyright Law).

This means that even copies originally produced for private use may not subsequently be sold, given away or played in public.

Verifying or checking the origin of the tracks supplied for production shall not be Schnittech's responsibility or duty.

13. Proviso

Orders for tracks or pieces of music containing material which is of a clearly political or racist nature will not be accepted.

14. Confidentiality

Archives are kept of all data sent to us, to which third parties have no access.