

As of 30th October 2012

In accordance with the Directive 97/7/EC of the European Parliament and the European Council of 20 May 1997 on the protection of consumers in respect of distance contracts (Official Journal L 144 , 04/06/1997 P. 0019 - 0027) and the German Civil Code (BGB §§ 312 et seqq.) of the Federal Republic of Germany, we declare as follows:

§1 The address is as follows: HIGHLAND MUSIKARCHIV, owner Joachim Lehberger, Keplerstr. 6, 34233 Fulda, Germany.

tel.: +49- 5607 - 9 34 10 72, fax: +49 - 5607 - 9 34 10 69, e-mail: [info@highland-musikarchiv.com](mailto:info@highland-musikarchiv.com)

§2 Highland Musikarchiv is licensing rights of use and stage rights on music and sounds (ROYALTYfree music). We differentiate between commercial use (prices according to current "price list for commercial use" plus VAT) and non-commercial use (prices according to current "price list for non-commercial use" inclusive VAT) of our ROYALTYfree music. Please observe our "Bulletin on Commercial Use". The current price lists in Euro are valid as of 01.01.2002, misprint and errors expected.

§3 The sales contract on licenses is effective by acceptance of your order by us. Highland Musikarchiv reserves the right to refuse selling the rights of use and stage rights to certain natural or legal entities and/or for certain application of music without any further explanation. In case of misapprehension or deception of Highland Musikarchiv on the buyer and/or the intended use, the buyer does not attain a right of use or stage rights on the music.

In the case of misuse or exceeding the licensed rights subsequent proper licensing for the purposes used is only possible on the basis of the license model ProductionFlatrate for commercial. Unless the abuse notification is not submitted by the user himself, Highland Musikarchiv charges a processing fee in the amount of EUR 150.00. + VAT. Highland Musikarchiv also reserves further claims for damages for unauthorized use per case.

Furthermore Highland Musikarchiv reserves itself the right for compensation due to unauthorized use. If necessary we will request a written confirmation on non-commercial use of our music. Highland Musikarchiv reserves its right to cancel - both commercial and non-commercial - subscriptions with a cancellation period of one year without indication of reasons on written notification by Highland Musikarchiv.

Subscriptions with a duration of two years may also be terminated by Highland Musikarchiv (effective at the end of the two year period) without indication of reasons by written notification and with a cancellation period of one year (effective at the end of the two year period).

§4 Purchase price and packing & postage (p&p) expenses are due with delivery for payment in one single amount without deduction. We charge default interest in the amount of 5% per annum over the respective discount interest rate of the Federal Bank of Germany.

§5 We charge p&p flat rate of 2,50 Euro (Germany), respectively 4,00 Euro (European foreign countries) and 8,00 Euro (non-European countries) per delivery. Orders exceeding the values of 125,00 Euro (Germany/Europe), respectively 250,00 Euro (non-European countries) are delivered free of p&p charge. We deliver on account. Within Germany payment by direct debit (inland accounts) is also accepted. Delivered media (CD/DVD) as well as licenses remain the sole property of Highland Musikarchiv until complete payment is received.

§6 Use of the music without an original Release Document (license) - issued to the individual user and signed by the author - is prohibited and leads to complaint of an offence. Details of use is clearly regulated by the Release Document. If no contradiction should be received against the regulations of our Release Documents within 14 days after receipt of the delivery, the conditions are considered as accepted.

Additionally following restrictions apply for the use of Highland Musikarchiv music:

The rights of use and/or stage rights as well as regulations laid out in the corresponding Release Documents explicitly do not grant the use of the music in the following contexts:

- a) actions sanctioned by criminal code
- b) actions capable of or meant to villainies natural or legal entities or
- c) actions with the objective and/or purpose of glorification of violence

§7 Warrantee period for returning defective media (CD/DVD) amounts to 24 months. We, in such cases, supplies immediately replacement free of charge and without any forwarding expenses. Normal abrasion is explicitly excluded from the warrantee.

§8a Rights of use and stage rights on Highland Musikarchiv music and sounds are not subject to revocation regulations due to the licenses not being covered by revocation regulations for goods and services according to German Civil Code (BGB §§ 312b et seqq.) of the Federal Republic of Germany.

§8b For all other items offered by Highland Musikarchiv the revocation regulations according to German Civil Code (BGB §§ 312b et seqq.) of the Federal Republic of Germany are as follows. Consumers may revoke the contract in writing (e.g. letter, fax, e-mail) within the legal period of 14 days after receipt of the delivery without indication of reasons. To comply with the term, sending off the goods within the 14 day period is sufficient. Addressee is Highland Musikarchiv (contact details see §1).

Consequences of revocation: in case of effective revocation both sides have to return received benefits as well as - if applicable – realised gains (e.g. interest). If the buyer can not return received items in a condition as was when delivered, he has to compensate this damages. This clause is not applicable if the reduction in value resulted in sole examination of the item as would be normal in due cause of examination in a retail shop. Buyers may prevent

any claim on compensation by handling the item not as own property and avoid any action in handling that may damage the items. Shipment costs are to be paid by the buyer if the items were delivered as ordered and the price of the returned items is less than 40.00 Euro or, if the price is more than 40,00 Euro, if no payment was made until notification of revocation. In all other cases shipment costs are covered by the seller. Obligations for payment are to be fulfilled within 30 days.

§9 Resale of Highland Musikarchiv CDs/DVDs is permitted only with approval of Highland Musikarchiv. The current "Trader Price List" - and the conditions laid-out therein – are applicable. Duplication of Highland Musikarchiv CDs/DVDs remains the sole right of Highland Musikarchiv.

§10 Place of performance is Kassel. Concerning business with merchants who have been entered as such in the commercial register and legal entities, area of jurisdiction is Kassel. German legislation applies exclusively, even if the buying entity is based abroad.

§11 Address data of clients stored by Highland Musikarchiv is not passed to 3rd parties.

§12 HIGHLAND MUSIKARCHIV internet pages are available in German language version as well as - partially - in English and French language version.

§13 The current version of "General Terms and Conditions" substitute any previous versions.

§14 If any regulation of these "General Terms and Conditions" should be or become invalid, the validity of the other regulations remains unaffected. Any arrangements diverging from these "General Terms and Conditions" have to be in writing for effectiveness.