

This contract is displayed on [www.die-orgelseite.de](http://www.die-orgelseite.de) in German and English versions.  
Only the German version shall be legally binding. The English translation is for convenience only.

## Sales Contract Regarding the Download of Organ Music Tracks and/or the Purchase of Compact Discs

Regarding all music tracks and CDs from labels **Motette**, **Psallite** and **Nerophon Motette-Ursina / Psallite**, represented by Ms. Ursula Ricken, proprietor  
Im Grund 85a / 87  
D - 40474 Düsseldorf  
Germany;

And: Regarding all music tracks and CDs from labels **ifo** and **organ IFO classics**, represented by Mr. Wolfram Adolph, proprietor  
Birkenstraße 29  
D - 66119 Saarbrücken  
Germany;

And: Regarding all music tracks and CDs from label **Jubal JUBAL Musikproduktionen**, represented by Mr. Horst Brauner, proprietor  
Hildegardstraße 21  
D - 10715 Berlin  
Germany;

And: Regarding all music tracks and CDs from label **Bebab Bebab Records**, represented by Ms. Barbara Dennerlein, proprietor  
Andreas-Wagner-Str. 39a  
D - 85640 Putzbrunn  
Germany;

And: Regarding all music tracks and CDs from label **C. Keller Mr. Christoph Keller**  
Siercker Weg 7  
D - 66663 Merzig  
Germany

– hereinafter referred to as “the provider“ –

and

*[here your name and the address you filled in the order form will be added]*

– hereinafter referred to as “the customer” –

agree on the following contract:

### 1. Subject matter of the contract

On the Organ Site at [www.die-orgelseite.de](http://www.die-orgelseite.de) the provider offers the customer the opportunity to purchase CDs or a license to download specific single music tracks that, at the price agreed upon, the customer is entitled to use in accordance with this license agreement. Sole contract partners for the purchase of CDs as well as for the music download are the customer and the provider as being the rights owner. The following contract conditions govern the contractual relations and the accomplishment of the contract between the provider and the customer. In confirming the contract conditions the customer irrevocably accepts these regulations. Different conditions set by the customer will not be acknowledged by the provider.

### 2. Accomplishment of the contract

In order to purchase CDs or music tracks the customer has to register his personal data on the Organ Site. Registration is free. If the customer already has a username and password he can log in using these login details.

He will then be able to select any tracks he wishes to purchase and put them into his shopping cart. In the shopping cart the customer can check the number of items he has selected as well as the unit price and total price. When the customer clicks on the “checkout / pay” button a window will open containing this contract text. The customer will have to confirm both the contract and the data protection provisions.

In clicking the “pay now” button the customer makes a bid to the provider to buy the CDs and /or tracks he selected. This bid will be accepted after he has received a confirmatory e-mail from the respective music publisher. With this confirmatory e-mail a contract is established on the purchase of CDs and / or music tracks giving the customer the right as well as the opportunity, insofar as a download is concerned, to download tracks he previously selected from the Organ Site and use them in accordance with the regulations of this contract. In return the customer agrees to pay the price indicated in the shopping cart to the provider using the online

payment system of the Organ Site.

### **3. Right of cancellation**

The client is entitled to cancel this contract within two weeks by written notice (letter or email) without reason. The cancellation period shall commence at the earliest on the day following the receipt of this instruction on the right of cancellation. The deadline for cancellation shall be observed if the notice of cancellation has been mailed in time.

The notice of cancellation is to be sent to:

Die Orgelseite – Martin Doering  
Spiessweg 106  
D - 13437 Berlin  
Germany  
email: [cancel@die-orgelseite.de](mailto:cancel@die-orgelseite.de)

#### **Consequences of cancellation**

In case of an effective cancellation, mutually rendered services will be refunded and any capitalized use (e.g. interest) is to be returned. If you cannot or cannot fully return the merchandise or if you can only return it in an impaired state, you will have to refund the loss of worth. You can avoid having to compensate for loss of value by not starting to use it as your own property and making sure that nothing will happen that might impair its value. Compensation for loss of value has to be paid within 30 days of sending your notice of cancellation.

#### **Important note**

The right of cancellation will be terminated early if your contract partner has, with your explicit consent, started implementing his services before the end of the cancellation period, or if you have yourself disposed the implementation (e.g. by download). End of the instruction on the right of cancellation

End of the instruction on the right of cancellation

### **4. Extent of the license rights**

In the case of a music download the customer is purchasing the right to download the purchased music tracks from the Organ Site and save them on the hard drive of his computer. The right to use the purchased tracks is not exclusive. The customer may not pass on any sublicenses to a third party. The download is restricted territorially to the territory of the Federal Republic of Germany. The customer may play and listen to the tracks he downloaded for an unlimited period of time. Any use beyond these limits is not permitted, in particular the creation of more than two copies of the downloaded tracks. In any case the use is limited to passing on home-burnt audio-CDs containing these tracks only free of charge and only to close friends and family for private use. Commercial use of the music tracks is prohibited as well, especially the sale, rental and marketing of burnt audio CDs, copies or recordings. Any infringement amounts to a copyright infringement and may be prosecuted. Offenders will be held liable for the payment of damages.

### **5. Price**

The unit price for the individual tracks or CDs is indicated in the respective online view. The unit prices will be added up for billing and calculation of sales tax (VAT) included. If there should be a change in the legal sales tax rate the gross prices will change accordingly. If the customer clicks on "show shopping cart / pay" a separate window will open and he will be shown the unit prices and the sum total including sales tax. Only when the customer confirms this preliminary sum he will arrive at this contract form.

### **6. Retention of title**

Title to the CDs shall remain vested in the provider and shall not pass to their buyer until the purchase price has been paid in full and received by the provider.

### **7. Privacy**

In order to implement the contract the customer needs to register at the Organ Site. Registration is free, personal information that needs to be provided includes your name, email address, postal address, etc. This information will only be collected, saved and processed for the purposes of contacting you and implementing the contract. All data will be treated confidential. The Organ Site will at any time observe all privacy regulations. The Organ Site will not pass on any personal information to any third party unless obliged by law. The Organ Site does not send out email sales messages or spam and it does not cooperate with any address broker.

The customer may, at any time, with effect to the future, revoke his consent to the use of his data. He can do so by sending an email message to [cancel@die-orgelseite.de](mailto:cancel@die-orgelseite.de). For unambiguous identification please give your name and surname as well as your user data. If the consent to the use of the data is revoked the former login will be deleted so that the customer will no longer be able to access the subscribers' section.

These privacy provisions can be accessed and printed out from the imprint section of [www.die-orgelseite.de](http://www.die-orgelseite.de) at any time before or after concluding the contract.

## **8. System requirements**

The provider will provide his goods digitally only. In order for the customer to be able to select and listen to the music tracks he needs to be connected to the Internet. The time it takes to download the purchased tracks depends on the customer's type of connection to the Internet.

System requirements for the organ music download include a computer with one of the following operating systems: Windows 95 or higher, Mac OS 8 or higher or Linux with media player software and a browser from any provider. Playing and copying of the music tracks is optimized for Windows Media Player, Apple QuickTime and RealPlayer. Use of the burning functionality would require a CD burning software, e.g. Nero. It is the customer's sole responsibility to provide all system requirements.

## **9. Complaints**

In case of complaints or technical problems in regard to this contract the customer may send a free e-mail to: [message@die-orgelseite.de](mailto:message@die-orgelseite.de)

## **10. Customer obligations**

The customer undertakes to be truthful regarding the personal data he gives. In case his personal data change the customer undertakes to convey this immediately to the operator of the Organ Site, either in written form or by e-mail.

The customer may not pass on to others his login details (username and password) and is to keep them out of reach of any third person. If the customer suspects that others may have gained knowledge of his login details he is bound to change them immediately on this website by mailing to [message@die-orgelseite.de](mailto:message@die-orgelseite.de). The password may not be saved on any digital medium.

The customer shall see to it that use of these contract items by minors can and will only be made with his explicit consent.

## **11. Infringement of customer obligations**

If there should be an infringement of single provisions or any other serious cause the operator of the Organ Site as well as the provider of the music on offer may refuse the registration of single persons.

In case of a justified suspicion of major infringement of customer obligations the operator of the Organ Site and the provider are entitled to bar the customer from any further music download. The operator of the Organ Site / the provider shall inform the customer on the reasons for the suspension. The suspension will continue until the infringement has ended and the customer has credibly shown that he will not infringe any more.

The operator of the Organ Site and the provider cannot be made liable for damage resulting from an infringement caused by a customer that could have been prevented if regulations had been properly followed.

In case of an infringement of the rights of a third party the customer is to be held directly liable to the injured party. In case of a justified claim of a third party on the grounds of such an infringement the customer is bound to hold the provider of the Organ Site / of the music on offer free and harmless of any claims, unless he proves that he is not responsible for the infringement that caused the damage.

## **12. Liability of the customer for any third party**

The customer may transfer rights from this contract to a third party only if the provider has given his written permission beforehand. The customer is bound to pay for those fees, too, that have arisen through third parties or through users who share in the use of the customer's computer. This applies to an improper use, too, unless the customer proves that he cannot be charged with a breach of duty.

## **13. Liability of the provider**

In case of a deliberate act or gross negligence as well as when a characteristic trait is missing that was guaranteed the provider shall be held liable without limitation for all damages resulting from this. In case of slight negligence the provider will be held liable without limitation for injuries to life, body or health. If, due to slight negligence, the provider should fall behind with his service, if the service can no longer be rendered or if the provider has neglected a major duty, he will be held liable for all damage to property or financial loss arising from this situation, as far as these damages could be reasonably anticipated when the contract was concluded. If the provider falls behind with his service he will be held liable without limitation for coincidence, too, unless the

damage would have occurred, too, had the service been rendered in time. Liability is excluded in all other cases, with liability according to the product liability law remaining unaffected, though.

#### **14. Payment and default of payment**

Payments are to be made at the conclusion of the contract using the online payment system of the Organ Site.

Payment can be made in four different ways, entailing different lengths of processing time. If payment is made by credit card or PayPal, clicking on the "pay now" button will automatically open a new window using a secure internet connection asking for all relevant payment data.

##### **14.1. Payment by credit card (VISA or MasterCard):**

When transaction has been completed the ordered MP3 files will be provided automatically and a confirmatory email including an invoice will be sent. The client will be able to download the MP3 files immediately after receiving the confirmatory email and invoice. CD orders will be passed on to the respective CD provider immediately after payment has been received and will be handled by them.

##### **14.2. Payment by PayPal:**

If the sum can be debited to PayPal directly or to another credit card account linked to PayPal the Organ Site will confirm the payment and provide the ordered MP3 files immediately. In any other case PayPal will send a confirmatory email and debit the sum to the client's bank account. This may take a few days. As soon as payment has been credited to the Organ Site's PayPal account, the site will provide the MP3 files and the invoice by email. CD orders will be passed on to the respective CD provider immediately after payment has been received and will be handled by them. Handling time varies, depending on payment crediting by PayPal, between "instantly" and "several days".

##### **14.3. Payment by bank transfer after receipt of an invoice:**

If the client prefers bank transfer his completing of the order will be followed by a confirmatory email including an invoice. The payment is to be made to the account indicated on the invoice. Once the payment has been credited to the Organ Site's account, the site will provide the ordered MP3 files or pass on the CD order to be handled by the CD provider. Processing time may take several days depending on how long the bank takes to transfer the money. The costs for the bank transfer are to be paid by the client. The client should note that all expenses resulting from a foreign bank transfer would have to be paid by him.

##### **14.4 Payment by mail (letter) after receipt of an invoice:**

If the client prefers to pay in cash, he will receive a confirmatory email including a preliminary invoice. The payment is to be made in cash in a letter to the address indicated on the invoice. Unfortunately bank fees for cashing checks are very high, so please note that we do NOT accept checks. As soon as payment has arrived the Organ Site will provide the ordered MP3 files or pass on the CD order to be handled by the CD provider. Processing time depends on the transit time of the letter and may be several days. Cash payments will be entirely at the sender's risk.

#### **15. Offset**

The customer only has a right to offset if his claims have become res judicata or have not been contested by the provider. Furthermore he is only entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

#### **16. Warranty**

In giving performance characteristics or general descriptions of the music the provider will not warrant for the nature of the music.

#### **17. Applicable law**

The applicable law shall be the law of the Federal Republic of Germany, excluding UN Sales Law, as well as the Conflict Rules of Private International Law.

Use the "print" function of your browser to print out the terms and conditions of this contract.

Once payment has been made you will receive an invoice via email containing a detailed list of all items purchased. You may wish to print this out for your files.