

General Business Terms and Conditions for Germany

of

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*0.14 EUR/minute from the landline of DTAG, cellular telephones may deviate from that

Use the above contact data for questions, complaints and suggestions as well.

The following conditions apply to shipments within the Federal Republic of Germany. Special EU shipment conditions or shipment conditions for foreign countries will apply in the case of deliveries within the European Union (EU) and to other foreign countries.

I. Completion of the Agreement, Order Confirmation, Storage

1. Your partner in the agreement is jpc-schallplatten Versandhandelsgesellschaft mbH. Agreements can currently be made in German and English in our Internet shop. The sales agreement comes about when we accept your purchase order via a delivery or via notification of delivery within the indicated delivery time.
2. You will receive a technical order confirmation on the Web site and via e-mail after you place your order. You will have your purchase order repeated for you in this automatic e-mail, and you will get, as an attached file, our general business terms and conditions with information on revocation rights. This order-confirmation e-mail is not yet a declaration of acceptance of the order, because we have to review the purchase order first.
3. You can review these general business terms and conditions with the included general contract terms at our shop site. Furthermore, you can print out or save this document by using the customary functions of your Internet services program (= browser: usually "File" -> "Save as" there). You can also download and archive this document in a PDF form by [clicking here](#). To open the PDF file, you need the free program Adobe Reader (at www.adobe.de) or comparable programs that can handle the PDF format.

You can also easily save the contract terms in the order-confirmation e-mail and the general business terms and conditions in the attached file there by separately saving the e-mail and the attached file.

4. In addition, we will save your concrete order data. You can call up this data at our Web site under "My Account" and save it via your Internet services program (browser). Furthermore, you can also get in touch with us via a contact form, in order to change your address or your type of payment when there are open orders, for example. For your security, this takes place via an encrypted connection (SSL), as is also the case for everything else in the log-in area.

II. Prices, Shipping Costs, Return Costs

1. The catalog prices will absolutely no longer be valid when a new catalog is published. In particular, take note of our announcements in the monthly "jpc-courier" and possible time limits on offers. All of the prices include the statutory value-added tax and do not include shipping costs as a general principle, unless the order was explicitly offered free of shipping costs (e.g. certain products or order values).
2. The portion involving shipping costs and packing comes to a flat-rate EUR 2.99. Orders are free of postage and packing costs starting at an order value of EUR 50.00.
3. You have to pay the costs of a return shipment if the products that are delivered correspond to those that were ordered and if the price of the item to be sent back does not exceed an amount of 40 euros or, in the case of a higher price of the item, you have not yet paid the consideration or have not yet made a contractually agreed-upon partial payment at the point in time of the revocation. Otherwise, a return shipment or pickup is free of charge for you.

III. Right of Revocation for Consumers

jpc gives an ordering party who has placed an order for private purposes (consumer) the statutory right of revocation in long-distance sales.

Information on Revocation Rights

The Right of Revocation

You can revoke your contractual acceptance in writing (e.g. letter, e-mail) within two weeks without citing reasons or - if the item has been turned over to you before the expiration of the time limit - by returning the item. The time limit will start to run after this information is received in writing, but not before the receipt of the product by the recipient (in the case of recurring deliveries of the same types of products, not before the receipt of the first partial delivery) and also not before the fulfillment of our notification duties in accordance with § 312c, paragraph 2 BGB [German Civil Code] in combination with § 1, paragraph 1, 2 and 4 BGB-InfoV [German Civil Code - Regulation on Notification Duties], as well as our duties in accordance with § 312e, paragraph 1, sentence 1 BGB in combination with § 3 BGB-InfoV. The sending of the revocation or the item within the relevant period of time will suffice for adherence to the revocation time limit. The revocation is to be sent to:

jpc-schallplatten Versandhandels-gesellschaft mbH, Lübecker Str. 9, 49124 Georgsmarienhütte,
e-mail: service@jpc.de, fax 05401 851-233

Consequences of a Revocation

In the case that there is an effective revocation, the products or payments that are received on either side are to be returned and benefits that may have been obtained (e.g. interest) are to be surrendered. If you cannot return the item that was received to us in whole or in part, or only in a degraded condition, you have to provide us with compensation, if applicable, for any deterioration in value as far as that is concerned. When items are turned over to a party, this will not apply if the deterioration of the item can exclusively be traced back to its inspection – as would be possible for you in a store, for instance. As for the rest, you can avoid the duty to provide compensation for a change in value for deterioration that arises via the intended use of the item by not using the item as if it were your property and refraining from doing anything that will impact its value. Items that can be shipped in packages are to be returned at our risk. You have to pay the costs of a return shipment if the products that are delivered correspond to those that were ordered and if the price of the item to be sent back does not exceed an amount of 40 euros or, in the case of a higher price of the item, you have not yet paid the consideration or have not yet made a contractually agreed-upon partial payment at the point in time of the cancellation. Otherwise, the return shipment is free of charge for you. Items that cannot be shipped in packages will be picked up from you. Obligations to reimburse payments have to be fulfilled within 30 days. The time limit starts running for you when the declaration of revocation or the item is sent; it starts running for us when it is received.

End of the information on revocation rights

IV. Notes on Return Shipments:

We have entrusted Vfw Aktiengesellschaft with the task of taking back our packages. You can hand them over without charge to the Vfw delivery points or give them to the courier service of Vfw AG for free. Toll-free information at Tel. 0800 8394357.

V. Payments, Delivery, Delivery Proviso

1. You have the possibility of making payment to us as follows

- Purchase on account
- Payment by direct debit
- Payment by credit card (Visa, MasterCard, American Express, Diners, JCB)

Please observe our data protection notes and have understanding for the fact that we will do risk checks before entering into a contract for delivery before payment. When there is doubt, we reserve the right to offer you the cash-in-advance form of payment.

2. We will deliver products that have been ordered without delay. You can find further information on delivery times in the offers.

3. We reserve the right to only offer an agreement for articles with limited quantities and for special offers in amounts customary for a household.

4. Payment is to be immediately made for the delivery when it arrives at the ordering party's location. Liability cannot be assumed when cash or checks are sent and lost.

5. We use Deutsche Post and DHL for postal shipments. You will get a message from us when the product has left our company. If delivery was not possible, you will receive a message from the carrier that will provide for further possibilities.

VI. Warranty

The warranty is provided according to statutory regulations.

VII. Reservation of Title

The product that is delivered will continue to be owned by us until complete payment is made.

VIII. Data Protection

We store and use your address and ordering data for the purposes of customer management, the execution of the agreement, possible processing of a warranty and for our own marketing, for instance for sending the hot-off-the-press "jpc-courier", which is published on a monthly basis; it is a complete magazine that gives you information on current offers with editorial articles as well. **Address data is not passed along to third parties for advertising purposes!** You can also use some of the services from us on an anonymous or pseudonymous basis, for instance our free-of-charge information service "Free Newsletter on Music, Movies and Literature" (menu item "Newsletter" on the home page) and also surfing on our pages. We will not pass along your e-mail address for third parties to use. We need your address and the communication data for your purchase orders and for processing the order, of course. In addition, we will also store your open orders and orders that have been completed for you. You can now review this data at any time in the new password-protected customer log-in area (home page) and even still edit open orders. We have to protect you and ourselves against improper use in order to be able to offer you the best possible options for the selection of the type of payment. In cases in which we make delivery before payment, we therefore send the data required for a credit check to InFoScore Consumer Data GmbH, Rheinstr. 99, 76532 Baden-Baden, and only use the information that is received for contractual purposes. You can naturally object to the use of your data for advertising purposes by us at any time with a simple note to jpc-schallplatten Versandhandels-gesellschaft mbH, Lübecker Str. 9, D-49124 Georgsmarienhütte, and we will immediately include you in our lock file. Tell us whether you no longer want any advertising sent to you in general from jpc or if it's only the case that you no longer want a certain advertisement, for instance the cost-free magazine "jpc-courier".

IX. Jurisdiction, Partial Ineffectiveness, Applicable Law

1. The headquarters of jpc is agreed upon as the jurisdiction for any legal disputes resulting from the agreement, including legal actions regarding bills of exchange and checks, in business transactions involving businesspeople and legal entities under public law; with regard to those customers, we are also entitled to bring a legal action at the headquarters of the customers.

2. When individual provisions of the delivery agreement or of these general business terms and conditions are ineffective, the remaining provisions will continue to be effective.

3. The law of the Federal Republic of Germany will apply to legal transactions or other legal relationships with jpc-schallplatten Versandhandelsgesellschaft mbH. When legal transactions are concluded with natural persons for a purpose that can neither be attributed to their commercial activities nor to independent occupational activity (consumers), this choice of law will only apply in so far as the protection that is provided by compulsory regulations under the law of the state in which the consumer has his habitual abode is not taken away.

Your jpc-schallplatten Versandhandelsgesellschaft mbH