

SECRET

SAMPLES

TERMS & CONDITIONS

1. GENERAL

- a. These terms and conditions (“Terms and Conditions”) along with any Seller provided price list, schedule, quotation, acknowledgement or invoice issued or provided in connection with the sale of Goods and the provision of any Services, and all documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement governing the sale of Goods and/ or the provision of Services and any future sale of Goods and/ or provision of Services to Buyer, even if not separately agreed to again (“Agreement”). Any and all prior statements, representations and agreements relating to the subject matter hereof, but not incorporated herein, are excluded and superseded hereby. By placing a purchase order, Buyer expressly consents to these Terms and Conditions with respect to the purchase of Goods and the provision of any Service.
- b. EXCEPT AS EXPRESSLY SET FORTH HEREIN OR AS AGREED TO OTHERWISE, SELLER HEREBY OBJECTS TO AND REJECTS THE PROVISIONS OF ANY BUYER PURCHASE ORDER, CONFIRMATION OR TERMS AND CONDITIONS WHICH ARE INCONSISTENT WITH OR IN ADDITION TO THE PROVISIONS OF THIS AGREEMENT.

2. ORDERS BY MINORS

- a. If you are under the age of eighteen (18), or the applicable age of majority in your state or jurisdiction, you must (i) obtain the permission of your parent or guardian prior to purchase of Goods and Services, and (ii) obtain any necessary authorization from your parent, guardian or applicable third party to charge the credit card or other payment method.

3. OFFER AND AGREEMENT

- a. Secret Samples shall allow the customer to order licenses for plugins from www.secret-samples.com. The custom shall have the opportunity to listen to samples of the plugin at www.secret-samples.com beforehand.
- b. The order of the license for a software product by the customer shall initially constitute an offer to Secret-Samples. This offer is then accepted with the e-mail confirmation sent to the customer by CopeCart (Sales Page). With this confirmation, a contractual agreement regarding the use of the software product in question shall come into effect.
- c. Secret-Samples shall also provide the customer a license agreement for the purchased license in PDF form attached to the purchased product. Both the license agreement and

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the invoice shall be saved by Secret-Samples and e-mailed to the customer again if requested to do so by the latter.

4. PRICES AND TERMS OF PAYMENT

- a. The prices indicated on www.secret-samples.com shall apply, plus the rate of VAT that is applicable at the time of ordering.
- b. The CopeCart service shall be available to the custom as a possible method of payment. Secret-Samples has no influence on the payment processes of third-party providers. In addition, further personal data can be collected in accordance with the data protection provisions of CopeCart GmbH.
- c. The customer shall also be obliged to pay any fees incurred by other people using his/her account. This shall also apply in the case of fraudulent use unless the custom can prove to Secret-Samples that he/she has not committed a breach of duty.

5. REFUND

- a. You agree and acknowledge that all payments you make for the plugins are nonrefundable and that no refunds shall be granted in the case of a termination of this agreement.

6. DELIVERY

- a. Purchased plugins shall be available for download in digital form. The download will be made available after the purchase was successfully processed through CopeCart. The download will also be made available in the Kontakt sampler format. The file is saved on the customer's computer during the download process.
- b. If, for any technical reasons, it is not possible for the customer to download a specific plugin, he/she shall inform Secret-Samples of this by e-mail as soon as possible. Secret-Samples shall then endeavor to make the software product available to the customer by another means within appropriate timeframe.

7. USAGE RIGHTS / LICENSING

- a. All plugins available to purchase from www.secret-samples.com are copyrighted in accordance with German copyright law. Secret-Samples has the right to license these. Customers of Secret-Samples can purchase licenses for the software product in accordance with the following terms and conditions.
- b. On full payment of the relevant license fees, the customer shall be given a simple right of use of the software product purchased.
- c. Plugins are subject to the separate End User License Agreement ("EULA") made available to the buyer in connection with the software. In case of any discrepancy between the EULA and this agreement, the EULA shall prevail.

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8. INFRINGEMENT OF THIRD-PARTY RIGHTS

- a. Secret-Samples shall not accept any liability whatsoever for damages resulting from breaches of duty or infringements of rights for which the customer is accountable. In the event of an infringement of third-party rights on the part of the customer, he/she shall be directly liable. The custom shall also undertake to indemnify Secret-Samples against any claims resulting from a breach of duty or infringement of third-party rights.

9. WARRANTY

- a. You agree and acknowledge that use of the samples is at your sole risk, the samples are provided to you on an "AS-IS" basis, and the samples may include elements which diverge from propriety (e.g. rough tuning, sample imperfection, lack of noise reduction, and other various quirks in the sound). Secret-Samples is not obligated to provide you with any support in connection with the Samples. If Secret-Samples is ever found liable for any reason in connection with this agreement, you understand and agree that the aggregate liability for all claims shall not be more than the amount you paid for the samples.

10. LIABILITY

- a. Secret-Samples does not guarantee availability of any of its products or services. In particular, the reachability of the server of www.secret-samples.com can not be guaranteed; this may be due to technical reasons (i. e. maintenance times) or to reasons for which Secret-Samples is not responsible. Secret-Samples shall not assume any liability for incidents of this kind.
- b. Secret-Samples shall not assume any liability for malfunctions or other damage caused by third parties (i. e. internet or hosting providers).
- c. Secret-Samples shall be released from its duty of performance in the event of force majeure. The term force majeure shall refer here to all unforeseen circumstances and to all occurrences the effects of which on performance are not attributable to any party. In particular, these occurrences shall include legal industrial action (including in third-party companies), measures by public authorities, failure of communication networks and gateways operated by third parties, problems with power suppliers, other technical problems, even if these occur at subcontractors or sub-suppliers (or subcontractors of these). The Customer shall indemnify Secret-Samples from all third-party claims arising in this connection. No damages or other claims shall be made by the customer in connection with breakdowns or malfunctions that cannot be attributed to Secret-Samples.

11. OTHER PROVISIONS

- a. The laws of the Federal Republic of Germany shall apply with the exclusion of the provisions of the UN Convention on the International Sale of Goods. This choice of law shall only apply vis-à-vis a consumer insofar as this is not limited by mandatory statutory provisions of the state in which he/she is usually resident.

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- b. For customers who are not consumers or who do not have a general place of jurisdiction in Germany, or who moved their usual residence to a country other than Germany after signing the contract, or whose usual residence is unknown at the time at which the action is brought, the place of jurisdiction for all disputes that occur as a result of or in connection with these terms and conditions shall be Stuttgart, Germany.
- c. Should any provisions in the General Terms and Conditions be invalid, this shall not affect the validity of the remaining provisions. In such cases, the relevant statutory provisions shall apply in lieu of the invalid provision or provisions.