

Cinematique Instrument Terms and Conditions:

§1 Applicability

These terms and conditions are applicable to all deliveries and shipments between us and the contractual partner (mentioned as „customer“) in the valid version at the point in time of the order.

§2 Ordering/ Purchasing on our website

2.1 Eligibility to order/purchase

Inside the EU zone – with the exception of the territory of Germany – our products are aimed and addressed exclusively to commercial customers which includes: entrepreneurs, companies, and other commercial organizations (B2B). Outside the EU zone everyone is qualified to order and purchase our products via this website (B2B/ B2C).

No order will be accepted until the customer have accepted these Terms & Conditions.

2.2 With whom is the Agreement concluded?

The following terms and conditions according to a conclusion of an contract apply to all orders via our webshop <http://www.cinematique-instruments.com>. In case of conclusion the contract becomes effective with:

Duerbeck und Dohmen GbR "Cinematique Instruments", Johannisstr. 60, 50668 Cologne, Germany

2.3 How to order

The presentation of our products at our online shop are not a legally binding contract offer – it is only a non-binding invitation to the customer to order products. By ordering the desired products, the customer makes a binding offer to conclude the sales contract.

The following regulations apply to the order in our store: The customer makes a binding offer and goes through the ordering process of our online store, which proceeds as follows:

- * By clicking the button "Add to cart", the product is placed in the shopping cart.
- * Checking the information in the shopping cart
- * Binding confirmation that the terms and conditions have been read,
- * Pressing the button "go to payment".
- * Enter your personal data and select the payment method via PayPal
- * After receipt of payment, we will send the customer a link with the product download. This process confirms receipt of your order and accepts it.

§3 Prices, Taxes, Payment

All prices are exclusive of the statutory value added tax.

However, VAT is only charged for purchases within the EU to B2B

customers and to customers from Germany. The location of the customer is determined by his IP address. If necessary, the customer is free to declare his location on his own responsibility. If VAT is applicable due to his location, the customer can save it by entering his valid VAT ID. Payment is handled by PayPal (Europe) S.à r.l. et Cie, S.C.A. (www.paypal.com) via bank account or credit card.

§4 Delivery

Unless noted otherwise in the product description, all of our products are available for download. You will receive all necessary data within 24 hours by mail. The period starts by receiving the payment notification.

The risk of accidental loss of the sold goods will be transferred to the customer.

§5 Retention of Title

We reserve the ownership of the product until full payment of the purchase price.

§6 Withdrawal of the customer

According to Article 16 of EU law, our software is excluded from the right of withdrawal, because software downloads require immediate execution of the contract. Thus, the right of withdrawal expires already with the order.

§7 Place of performance and jurisdiction

Only German law to the exclusion of the UN Sales Convention (CISG). The place of performance for all obligations including returns, shall be Cologne, Germany unless otherwise agreed.

§8 Licence Agreement (EULA)

1. Licence Agreement

By installing the product, you accept the following product license agreement:

This document constitutes a legal agreement with Cinematique Instruments, Dürbeck & Dohmen GbR, ("Author") for the use of this Cinematique Instruments instrument including all presets, samples and audio materials ("Software").

By installing the Software, you agree to the terms of use set forth below. If you do not agree to all of the terms, you do not have the right to install the Software. In this case, all parts of the Software as well as the audio material created with the Software must be removed from all storage media in your possession!

2. Software Licence

The author grants to any person the right to use this software after purchase for any purpose not in conflict with the other rules of this agreement without the prior permission of Cinematique Instruments. It includes the

- use for commercial or non-commercial music productions including music productions for production music
- Use for audio/video post-production

- use in (live) performance, broadcast or similar finished content and productions

The author grants any person the right to use this software for press related publications, limited to:

- descriptions or reviews of its functional and musical aspects
- visual representations of the GUI
- audio demonstrations of the software

The license for this product is granted to only one (= 1) user. Cinematique Instruments permits you to use the Software without paying any additional license fees or providing Cinematique Instruments with any source attribution.

3. Copyright

Cinematique Instruments retains full copyright and full ownership of all parts of the software and musical performances included in this product.

The Software is protected by German copyright law and the rules set forth in international treaties. All copyrights to the Software are owned by Cinematique Instruments.

4. Distribution of the software

The author prohibits any kind of redistribution of this software including all its parts. This includes, and is not limited to, (re)sampling, mixing, editing, isolating or embedding the software for the purpose of re-recording or reproducing it as part of a free or commercial library of music or sound effects. Likewise, it is prohibited to freely or commercially distribute any form of articulations or played musical phrases of this software in solo mode

The license cannot be transferred to other companies without the written consent of the author.

5. Disclaimer of Warranty

The software is provided to the user "as is" without any express warranty. This warranty includes, but is not limited to

- The warranty of merchantability and fitness for a particular purpose.
- That the functions of the software will meet the user's personal requirements.
- That it will be 100% error free.

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