

/// T&Cs (English Translation / Englisch)

These General Terms and Conditions apply to the transactions and conditions between customers / buyers and the label (Something) via the online website www.something-records.com based in Bad Harzburg / Germany. They shall apply insofar as no other written agreements have been made between the seller and customer.

Should a dispute arise despite all expectations, this shall be brought before a German Court of Justice where necessary. This has hitherto not been necessary and business is run to the best of ability and with the customer's best interests in mind.

Something and its customers:

Customers within the sense of these T&Cs are end users and label business-partners f.e. at purchasing music pieces, licensing etc, as well as retailers or similar companies most notably in relation to: Delivery, small business regulation, receipt of goods, cancellation, retention of title as well as the legitimate things.

Sales items, sense and purpose:

Sales items, as well as the sense and purpose of www.something-records.com is to present and sell own music, media and sound carriers that have been professionally produced at external pressing plants (not produced in-house) and made available to customers as an end product, or as download. Orders can be placed via email. The product available for purchase shall be exclusively the item, which can be seen on the companies website. Upon initiation and implementation of a sale/order of these products, the customer agrees to contact Something Records in writing by email - or in an agreed manner - with details of their name, (delivery) address, desired payment method as well as the item and item quantity. Once the customer has expressed their wish to purchase, they will receive an order confirmation/email including all applicable costs and possible delivery costs.

Payment:

All payments are payable in advance to Something-Records. The offers and products by Something-Records as well as orders placed - regardless of how they are placed - are prepared with the best intentions and to the best of knowledge, but shall remain legally non-binding until the goods have been delivered with an invoice or personally transferred to the customer. The customer shall be notified of all costs in advance.

Order confirmation:

The customer shall receive an order confirmation as email after placing an order. Something-Records reserves the right to cancel or amend orders retrospectively should it become apparent that, for example, an item is no longer available, or unavailable in a sufficient quantity, the quality of the product has deteriorated or can no longer be corrected retrospectively, or the transfer of the goods is not functioning by any way. The customer shall receive a refund for any payment already made or will get a voucher if wished.

Delivery:

Physical deliveries are made by post using DHL (www.DHL.de). All orders will be processed as quickly as possible after receipt of the order request. Orders will typically be dispatched within one or two working days provided nothing is preventing this (e.g. unforeseen event, problems with postal companies, illness, absence or similar). Upon dispatch, delivery times are determined by the courier company (DHL), and can be requested or reviewed there. Deliveries within Germany are typically made within a couple of days - this may vary significantly for overseas deliveries. The cost of all postal items, whether letters, packets or packages, is calculated based on the weight and size of the delivery and the customer is notified in advance of the delivery/postage costs. Deliveries are made on behalf of the customer and at their responsibility and risk. Transfer of risk shall be the place of dispatch (generally Bad Harzburg / Germany). Alternatively, the customer may collect the item(s) in person upon prior arrangement. Digital purchases will be provided, to the customer, in form of a ZIP file, as soon as possible after receiving the order.

Sales tax / Small business status:

Sales tax cannot be proven due to small business status. Pursuant to Section 19 of the German Law on Turnover Tax (UStG), no sales tax is levied on small businesses and is therefore also not listed. All prices given are final prices - delivery/postage costs are stated additionally where applicable. The customer shall receive an invoice with the relevant details for each delivery.

Receipt of goods:

Sound carriers or downloaded files should be examined by the customer upon receipt for any potential damage. Should any damage be evident, the bearer (post - immediately upon receipt) or Something-Records.com should be notified without delay.

Media and author:

All media and art forms on this online website, as well as files and sound carriers offered and sold, are the intellectual property of the author and may only be used further upon agreement with the manufacturer, producer and author.



Liability:

No liability shall be accepted for improper use by the customer. No liability shall apply on behalf of the seller for damage to goods not caused by them. For Example Vinyl sound carriers require proper handling and care. Standard wear as part of use is normal and cannot be excluded. Any faultless and intact sound carriers can therefore not be guaranteed long-term. As mentioned previously, this is dependent upon how they are handled by the user together with playback equipment and should be self-explanatory. The transfer-risks for downloads applies to the customer, the date the files has been received. No further claims exist for the buyer, such as damage due to defects, and Something shall not be liable for damages realized beyond the purchased item. In addition shall digital sound carriers (for example USB drives o.o.) always be operated professional on suitable playback devices. Sound carriers are verified ex factory and are delivered functional.

Data protection:

All customer data provided to Something-Records will not be used other than to serve the transaction between seller and buyer. The customer may request and modify any of their data – insofar as existent - at any time. Also Email addresses provided for newsletters shall not be provided to third parties or used in any way for another purpose (e.g. advertising). Data serves to process the order, and to record and handle processes in connection with the buyer or administrative issues throughout the course of business. Data will only be passed on where expressly required - they will not be misused for any other purpose. Further Information can be found in the Privacy Policy / Datenschutzerklärung.

Cancellation:

Cancellations and refund requests for physical sound carriers must be made to Something-Records via email, phone or post within 14 days (Something, Feldstr. 13, 38667 Bad Harzburg) with a clear explanation of intent. Whether an objection or complaint of the circumstances is applicable afterwards, is at the seller's discretion. The customer may return these physical goods received - upon consultation - within this time frame, without a necessary reason. The time frame shall begin upon receipt of goods. To this end, the customer must contact Something-Records within the specified time frame. Cancellations and it's results must be notified, clarified and arranged in advanced with Something-Records - the customer shall receive a refund. Digital downloads are not cancelable after providing the download, nor returnable, since it can not be seen afterwards, what happend to the files after the receivment at the customer. Digital files on digital sound carries shall be returned in sealed unopened original packing and unused please. Actually these are a common handlings and should be self-explanatory.

Retention of title:

Sound carriers and Files shall remain the property of Something until payment has been made in full by the buyer.

About these T&Cs:

This is a preliminary and current version of the T&Cs. The seller / Something-Records reserves the right to extend, amend or substantiate them at any time. All details largely apply as applicable guidelines, however they shall remain a bit non-binding in conclusion on the part of Something, to avoid legal complications beyond our knowledge or control.

- German law shall apply in the case of dispute. The court of jurisdiction for both parties shall be Goslar / Germany. Something Records, Feldstr. 13, 38667 Bad Harzburg -Germany-

