

## General Terms and Conditions



### 1. General scope of terms and conditions

- 1.1 The following terms and conditions apply to all orders conducted by SIA Semikols with its business relations.
- 1.2 The SIA Semikols terms and conditions shall override any contrary different or additional terms or conditions (if any) contained on or referred to in an order form or other documents or correspondence from the customer, and no addition alteration or substitution of these terms will bind Semikols or form part of any order unless expressly accepted in writing by a person authorized to sign on the behalf of SIA Semikols. These terms and conditions shall also govern all future supplies and transactions between the SIA Semikols and the customer.

### 2. Contract acceptance and law

- 2.1 All legal contracts and business relations with clients are under Latvian law.
- 2.2 All jurisdiction arising claims concerning SIA Semikols, out of the business relationship, with a fully qualified businessperson have to be agreed in Riga, Latvia.
- 2.3 All orders placed by the customer are binding offers. Offers can be accepted by SIA Semikols by e-mail or writing within 30 days after receiving the order including all necessary documents, materials and files in perfect working condition to process the order.
- 2.4 All the SIA Semikols orders have to confirmed by a written (digital) order confirmation after the clients payment before it is a binding offer.
- 2.5 All the SIA Semikols orders can be withdrawn at any time until the legally binding acceptance by SIA Semikols.
- 2.6 All the information given or shared by SIA Semikols about services, details, pricing, weight, dimensions and other subjects are not valid until it is subject in an order conformation send to the customer.
- 2.7 SIA Semikols reserves the right to refuse orders at any time until the order confirmation has been send to the customer.

### **3. Pricing policy**

- 3.1 All the SIA Semikols prices are excluding shipping costs, works, VAT relevant in the Latvia and copyrights until confirmed otherwise in a order conformation.
- 3.2 All the SIA Semikols invoices need to be paid within 10 days after the invoice date.
- 3.3 The received date of payment is the actual date that the full amount of the specific order has been credited to the SIA Semikols bank account.

### **4. Delivery of goods**

- 4.1 After receiving the payment and ideal and perfect materials in order to process the order SIA Semikols will deliver the order within 7 weeks.
- 4.2 In case of non delivery or failed production SIA Semikols has the right to extend the standard delivery term of 7 weeks with another 7 weeks after the cause of non delivery has been determined.
- 4.3 If after this period of 7 weeks the customer refuses to accept the goods or explicitly declares not wanting to received the goods SIA Semikols can withdraw from the contract invoicing the customer for a maximum of 100% of the total order sum.
- 4.4 To guarantee that the order will be processed by SIA Semikols the customer needs to cooperate in full and deliver perfect materials and artwork in order for SIA Semikols to process the order properly.
- 4.5 All transport risk is for the customer and ex works unless agreed otherwise.
- 4.6 Unless agreed otherwise all transport fulfillment and routes will be determined by SIA Semikols.
- 4.7 All extra costs for customs, border control and all other non definable costs are at cost and risk of the customer.
- 4.8 Extra insurance of goods besides the basic courier insurance are at cost of the customer.
- 4.9 If SIA Semikols is unable to fulfill its delivery obligations due to force majeure, armed conflicts, increased volume of orders or infringements by its Contractual Partner SIA Semikols will be released from its obligation to perform.

## **5. Performance**

- 5.1 SIA Semikols has the right to adjust the product technically when there are no reasonable negative effects to the eventual product of the customer.
- 5.2 Machines are cleaned regularly but during the production process minor color difference might occur. These minor color differences are no entitlement to complain.
- 5.3 Under- and over production is common in the record pressing industry and can not be avoided. SIA Semikols has a policy of maximum of 1% plus or minus difference in production to be billed accordingly to the customer after production.
- 5.4 Production can be made and send in parts and needs to be accepted by the customer within the delivery performance terms.

## **6. Proprietary- and copyrights**

- 6.1 SIA Semikols reserves proprietary rights to the delivered items until full payment for the delivered items has been received including any subsidiary claims arising out of the contract.
- 6.2 If the customer is a businessperson, we reserve proprietary rights to the delivered item until we have received full payment of all accounts receivable arising out of the business relation with the customer, including any subsidiary receivables.
- 6.3 The customer guarantees that sound recording and storage media, their content, packaging and presentation and similar do not infringe the industrial or intellectual property rights and do not breach statutory laws and prohibitions. A corresponding, signed copyright declaration shall be submitted to us before the order begins. This way the customer assures that he has unrestricted use of all commissioned services and the associated audio, image, text or other information, and that their exploitation do not preclude any rights of third parties. If claims are made against the customer due to infringement of third parties' rights, copyrights or forbearance to continue using the item delivered, they shall inform us immediately.

## **7. Liability and Warranty**

- 7.1 No matter what the cause thereof SIA Semikols shall not be liable in any circumstances for any loss of profit, business, production, contracts, revenues, use of equipment, power system, information and data, or anticipated savings, or cost of purchased or replacement power, or payment of interest and financing expenses, or depletion of goodwill, or for any special, punitive, indirect or consequential damage of any nature whatsoever.

- 7.2 Notwithstanding anything contained in these terms & conditions or the order SIA Semikols liability shall be limited to 100% of the price of the product specified in the order.
- 7.3 The Customer agrees that SIA Semikols is authorized to inform the relevant authorities about the Customer's Order.
- 7.4 If no clear tracklist is specified by the customer, SIA Semikols is not liable for any resulting errors, such as incorrect ordering or mixed up sides. Customer can make complaints by written notification within 7 days after received goods.
- 7.5 We are solely liable for redhibitory defects, which are verifiably due to fabrication or material defects. "Redhibitory defects" are defects, that affect vinyl record play – needle "jump" or scratches. Imperfections may occur and are not counted as defects, such as slightly visible dots, which do not affect vinyl record play.
- 7.6 All notified and redhibitory defects will be replaced or deducted in a credit. SIA Semikols has the right to choose the option of replacement or a credit. All extra costs are for SIA Semikols regarding shipping etc.
- 7.7 If the customer makes warranty claims against SIA Semikols and it is established that a warranty claim does not exist (e.g. user error, improper handling of the items, non-existence of a defect), the customer shall reimburse SIA Semikols for all costs incurred by SIA Semikols in relation to the delivered item, provided they are responsible for our claim due to carelessness, gross negligence or deliberate act.
- 7.8 DMM/LACQUER and stampers delivered by the Customer can only produced "as is" with all consequences and imperfections which are directly coming from the Customer's direct sent source, the DMM/LACQUER and or stamper.

## **8. Storage and data**

- 8.1 Pressing moulds (stamper set) remain the property of the customer for 12 months. They will be stored properly for 12 months at the risk of the customer without any charges.
- 8.2 All transmitted and stored data towards and at SIA Semikols is on behalf of the customer risk. SIA Semikols is not responsible for lost or deleted data by storing or transmitting. SIA Semikols is not responsible to make any replacements of stored or deleted data.
- 8.3 All data must be delivered in common file formats as discussed with the customer. They must be legible, workable and ready for mastering or reproduction.

8.4 All music files, transferred to SIA Semikols, are not modified in any way, and are sent to DMM/LACQUER production “as they are”. SIA Semikols do not do post-mastering, and does not take responsibility for quality and volume levels of the customer’s original music files. Before sending audio-files – please double-check, that they sound suitable for you.