

CANCELLATION POLICY

ONLINE SHOP BERLINER PHILHARMONIKER RECORDINGS

A. Right of Revocation

Within fourteen days you are entitled to revoke your contractual declaration without giving reasons in text form (e.g. letter or email) or – if the product has been delivered before the laps of that time – by returning the goods. The revocation period begins when this cancellation notice has been provided to you in text form, however not before the goods reach the recipient (in case of repeat delivery of goods of the same type not before the first partial delivery reaches the recipient) and also not before the duties to notify under Article 246 Section 2 in conjunction with Section 1 (1) and (2) of the Introductory Act to the Civil Code [Einführungsgesetz zum bürgerlichen Gesetzbuch, EGBGB] and our duties according to Section 312g Subsection 1 Sentence 1 BGB German Civil Code [Bürgerliches Gesetzbuch, BGB]) in connection with Article 246 Section 3 EGBGB have been performed.

To comply with the time limit, despatch of the declaration of revocation or the item in good time is sufficient. The revocation shall be addressed to:

Berlin Phil Media GmbH
Leipziger Platz 1
10117 Berlin

E-mail: help@berliner-philharmoniker.de

B. Consequences of Revocation

In the event the contract has been effectively revoked, both parties shall return all goods and/or services received and return all emoluments taken (e.g. interests). If you can not return the service/good received or the emoluments taken (e.g. benefits of use) in whole or in part or only in a deteriorated condition, you shall compensate to that extend.

If the good has already been transferred, compensation has not to be paid as far as the deterioration is result of an examination of the item as it would be possible at a sales outlet. You do not have to compensate deterioration that is result of an usage of the item as intended. Items that can be despatched as parcels are to be returned at our risk. You shall pay the regular costs of the return of the goods if the delivered goods correspond to those ordered and if the value of the goods does not exceed 40,00 EUR or (in case of a higher price at the time of revoking the order) if you have not provided counter performance or have not made a partial payment as agreed upon. Otherwise, returning the goods is free of charge to you. Items that can not be dispatched as parcels will be collected at your place. Obligations to re-

fund payments must be met within 30 days. This period begins for you with the dispatch of your declaration of revocation or of the item in question, and for us with receipt of such declaration or item.

C. Special Notes:

Please note that the right of revocation does not exist with regard to the following goods: (1) audio and video recordings (e.g. CD's, DVD's and video cassettes), where the seal of the data carriers has been broken by the consumer, (2) contracts for the delivery of papers, magazines, unless the consumer has made the contract declaration by telephone and (3) with regard to goods which due to their nature can not be returned.

End of cancellation policy.