



Annex Agency D - General conditions of sale of YAMAHA Music Europe GmbH

§ 1

Validity of these General conditions of Sale (GCS); Protective Clause

- (1) These General Terms and Conditions of Sale (GCS) apply to sales contracts for products which a commercial agent (hereinafter referred to as the "**Agent**") concludes in the name and for the account of us, Yamaha Music Europe GmbH, with an entrepreneur (§ 13 of the German Civil Code (BGB)) or a consumer (§ 14 BGB) (hereinafter referred to as the "**Customer**"). A consumer is any natural person who concludes a legal transaction for purposes which cannot predominantly be attributed to either his commercial or his self-employed professional activity (§ 13 BGB). Entrepreneur is a natural or legal person or a partnership with legal capacity which acts in the exercise of its commercial or independent professional activity when concluding a legal transaction (§ 14 BGB).
- (2) Our GCS apply exclusively, even if we with knowledge of the Customer's terms and conditions unconditionally accept orders, render services or directly or indirectly refer to letters, etc. containing his or third party terms and conditions. We do not accept conflicting, deviating or supplementary terms and conditions of the Customer unless we expressly agree to their validity in writing.
- (3) Information on data protection is provided in our separately regulated data protection regulations.

§ 2

Conclusion of the contract and content; Written form; Reservation of rights; Confidentiality

- (1) The Agent's (online) shop is operated by the Agent, not by us, Yamaha Music Europe GmbH. If registration is necessary for the use or ordering of products, the Agent's terms and conditions shall apply.
- (2) The presentation of the products in the Agent's (online) shop does not constitute a legally binding offer, but merely an invitation to submit an offer (*invitatio ad offerendum*).
- (3) The order by the Customer is considered as a legally binding offer to conclude a contract. Our acceptance shall be effected by written declaration (e.g. by our order confirmation or our dispatch/collection readiness notice) or by dispatch of the goods. If an acknowledgement of receipt is sent to the Customer, in which the receipt of the Customer's order is documented, this is not yet an acceptance of the Customer's offer.
- (4) We reserve the right to sell goods elsewhere in the meantime between the Customer's offer and acceptance by us.
- (5) Legally relevant declarations and notifications which the Customer makes to us after conclusion of the contract (e.g. setting of deadlines, reminders, notifications of defects) must be made in writing in order to be effective.
- (6) Individual-also any verbal-contractual agreements take precedence over these GCS. A written agreement or our written confirmation shall be decisive for proof of the content.

§ 3

Delivery modalities; Default of acceptance, collaborative actions etc.; Acceptance

- (1) The parties agree that the place of performance is the Agent's point of sale where the customer purchases the product.
- (2) We and the Customer further agree that this is a sales shipment in the sense of § 447 BGB. Upon the Customer's request we are obligated to send the goods to their place of business. With the transfer of the goods to the person specified for the execution of the shipment the risk of accidental loss and accidental deterioration transfers to the Customer. We will bear the costs of transport and will provide transportation insurance. This, however, has no effect on the place of fulfilment of the delivery.
- (3) If the Customer is a consumer (§ 13 BGB), the above paragraph 2 shall apply with the proviso that the risk of accidental loss and accidental deterioration shall only pass to the Customer if the Customer has commissioned the person designated to carry out the shipment with the execution and we have not previously named this person to the Customer. Otherwise, § 446 BGB (German Civil Code) shall apply, according to which the risk of accidental loss and accidental deterioration shall not pass to the Customer until the sold product has been handed over.
- (4) Generally, the standard transportation packaging is included in the purchase price of the respective product. If the Customer's wishes necessitate special packaging, different from the standard packaging for the goods, the Customer must bear the expense therefore.
- (5) We will insure the goods against damage during transportation at our own expense. The price for the insurance is included in the respective purchase price for the goods. In the event of damage the Customer is obligated to make all necessary documents available to us and to ensure other necessary support in order to make the claim brought against the insurer valid.

- (6) If the Customer is in default of acceptance, neglects a requested collaborative action, or our delivery is delayed for other reasons attributable to the Customer, we are entitled to charge for the damages resulting from this including our additional expenses (e.g. in particular, storage costs).

§ 4 Right of Revocation

- (1) If the Customer is a consumer (§ 13 BGB), he shall have a right of revocation in accordance with the statutory provisions, in particular in the case of contracts concluded outside business premises (§ 312 b BGB) and distance contracts (§ 312 c BGB). In all other respects, the provisions set out in detail in the following revocation instructions addressed to the Customer shall apply to the right of revocation:

Revocation Instruction

Right of Revocation

You have the right to revoke this contract within fourteen days without giving reasons.

The withdrawal period shall be fourteen days from the date on which you or a third party other than the carrier designated by you took possession of the goods.

In order to exercise your right of revocation, you must notify our Agent (name, address, telephone number, fax number and e-mail address) of your decision to revoke this contract by means of a clear statement (e.g. a letter, fax or e-mail sent by post). You can use the enclosed sample revocation form (see paragraph 2), which is not mandatory. In order to comply with the revocation period, it is sufficient for you to send the notification of exercising the right of revocation before the expiry of the revocation period.

Consequences of Revocation

If you revoke this contract, we shall reimburse to you immediately and no later than fourteen days from the date on which we receive notice of your revocation of this contract all payments we have received from you, including delivery charges (other than additional charges arising from your choice of a method of delivery other than the cheapest standard delivery offered by us). We will use the same means of payment for such refund as you used for the original transaction unless expressly agreed otherwise with you and in no event will you be charged for such refund.

We may refuse to refund until we (or our Agent) have received the goods back or until you have provided evidence that you have returned the goods, whichever is the earlier.

You must return or deliver the goods to our Agent (complete name, address) immediately and in any event no later than fourteen days from the date on which you notify our Agent of the revocation of this contract. This period shall be deemed to have been observed if you dispatch the goods before expiry of the period of fourteen days. We shall bear the costs of returning the goods.

The Customer shall only be liable for any loss in value of the goods if such loss in value is attributable to handling of the goods that is not necessary for testing their condition, properties and functionality.

Exclusion of the Right of Revocation

The above right of revocation does not apply to the delivery of goods which are not prefabricated and for the manufacture of which an individual selection or destination by you is decisive or which are clearly tailored to your personal needs.

- (2) The following form may be used for revocation:

<p>Sample Revocation Form</p> <p>(If you want to revoke the contract please fill out this form and send it back)</p> <p>To: [Add name, address, fax number and e-mail address of the Agent]</p> <ul style="list-style-type: none">• I/we (*) hereby cancel the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following services (*)• Ordered on (*)/received on (*)• Name(s) of Consumer(s)• Address of Consumer(s)• Signature of Consumer(s) (only for paper communication)• date <p>(*) Delete as applicable.</p>

§ 5

Payment modalities, Retention of goods, Exclusion of right of compensation and retention; Customer's inability to perform

- (1) Unless otherwise agreed, our invoices are to be paid immediately. The date of receipt of payment shall be decisive.
- (2) Unless otherwise contractually agreed, the following means of payment are generally available to the Customer: Cash payment (on site in the shop or on delivery), giro card, credit card, prepayment, PayPal, Amazon Pay and Apple Pay.
- (3) The Customer shall be in default if he fails to pay following a reminder from us issued after the due date for payment. If the payment is made within a certain period of time according to the calendar (e.g. "payment within X days after delivery of the product and receipt of the invoice") or if a reminder is not required due to other circumstances regulated by law, the Customer shall be in default without further ado in the event of late payment, in particular without a reminder. The purchase price will be subject to interest in accordance with the respective legal default interest rate during the time of default. We retain the right to claim further damages caused by default. With regard to businessmen our claim to commercial maturity interest (§ 353 HGB, German Commercial Code) remains untouched.
- (4) The Customer shall only be entitled to offset if his counterclaim is synallagmatic (i.e. originating from the same contractual relationship) or undisputed, ready for decision or legally binding.
- (5) The Customer shall only be entitled to a right of retention if his counterclaim originates from the same contractual relationship. If the Customer is an entrepreneur (§ 14 BGB), the Customer is additionally only entitled to assert a right of retention if his counterclaim is undisputed, ready for decision or has been legally established.
- (6) We are entitled to refuse our outstanding services within a contractual relationship if it becomes apparent after conclusion of the contract that our payment claim from the respective contractual relationship is endangered as a result of the Customer's inability to perform (§ 321 Par. 1 BGB, German Civil Code). Our right to refusal of services does not apply if the payment is effected or security for payment is provided. We are entitled to specify a reasonable deadline for the Customer within which the Customer must either effect payment or provide security against our service, matching payment with delivery. After unsuccessful expiration of the deadline we may withdraw from the contract. The statutory provisions on the dispensability of setting deadlines remain unaffected.
- (7) If the Customer is an entrepreneur (§ 14 BGB), the following shall apply: If the Customer defaults on a payment obligation under the provisions in the preceding paragraph (6) we are entitled to withdraw not only from the agreement affected, but also from additional agreements made with the Customer that have not yet been fulfilled by both sides.

§ 6

Delivery deadlines, any extension; Provisos for acts of God, self-delivery etc.; Partial services; inspection and/or test on our premises

- (1) Terms and deadlines for deliveries and services (delivery deadlines) announced by us in advance are always only approximate unless a fixed term or a fixed deadline is expressly promised or agreed.
- (2) If we foresee that a delivery deadline cannot be met we will immediately inform the Customer and inform them of the anticipated new delivery time.
- (3) We are not liable for the impossibility or delay in our services if these circumstances result from force majeure or other, at the time of the conclusion of the contract, unforeseeable events, for which we are not responsible (e.g. interruptions in operation of all kinds, fire, natural disasters, weather, floods, war, uprisings, terrorism, transportation delays, strikes, legal lockouts, labour, energy, or raw materials shortages, delays in the issuing of any necessary official permits, official/sovereign measures).

Such an event also represents missing, incorrect, or late delivery of our preliminary suppliers if we are not responsible for these respectively and at the time of the conclusion of the contract with the Customer a congruent hedging transaction with the respective preliminary supplier was concluded; this also applies if we complete the hedging transaction immediately after the transaction with the Customer.

In the case of such events the delivery deadlines automatically extend by the duration of the event plus a reasonable starting time.
- (4) Delivery deadlines automatically extend by a reasonable amount if the Customer does not fulfil his/her contractual duties or obligations.
- (5) We are entitled to partial performance if (a) partial performance can be used by the Customer within the scope of the contractually intended purpose, (b) the rendering of the remaining services is ensured, and (c) the Customer is not subject to significant additional expense as a result of partial performance.
- (6) Our legal rights, in particular with regard to any exclusion to our obligation to perform (e.g. based on impossibility or unacceptability of the service and/or the supplementary performance and due to default of acceptance or delay in performance by the Customer), remain unaffected.
- (7) If we default on a delivery or service or if it becomes impossible for us to perform, regardless of the reason, any liability for compensation for damages is limited in accordance with § 10 of these GCS.

§ 7

Retention of title

- (1) The here agreed upon retention of title serves to secure all our currently existing and future claims against the Customer due to deliveries and services rendered for the Customer, including related outstanding balance claims from the current account (secured

claims). The goods delivered by us to the Customer remain our property until payment in full of all secured claims. These goods and the items also covered by the retention of title in their place, in accordance with the following provisions, will hereinafter be referred to as "reserved goods". If the Customer intends to transfer the reserved goods to a location outside of Lithuania, the Customer is obligated to fulfil the local legal requirements for the establishment and maintenance of our retention of title at the Customer's expense and to immediately inform us after completion of his aforementioned intention.

- (2) The Customer shall store the reserved goods for us at no charge. The Customer must act with care and sufficiently insure against damage from fire, water, and theft at the original value at the Customer's own expense. If maintenance, service, or inspection work is necessary (however this does not include any (subsequent) fulfilment actions to be rendered by us) the Customer must conduct these in a timely manner at the Customer's own expense.
- (3) The Customer is not entitled to put in pawn the goods subject to retention of title or to place these goods in escrow. In the event of third parties putting in pawn the goods subject to retention of title, or in the event of other access by third parties, the Customer must clearly point out our property and inform us immediately in writing so that we may pursue our retention of title. If the third party cannot reimburse us for the costs arising from the judicial and extrajudicial costs, the Customer is liable if and insofar as the Customer is responsible for these costs.
- (4) After prior notification, the Customer is obligated to provide us access to his business and storages paces during normal business hours in order to inform us about the condition of the goods subject to retention of title.
- (5) Until occurrence of an enforcement event (Paragraph (9)) the Customer may use the goods subject to retention of title in the regular course of business. However, the Customer shall not be entitled to process, transform, combine, mix and/or sell the reserved goods.
- (6) If - contrary to paragraph 5 - the goods subject to retention of title are processed or remodelled by the Customer (§ 950 BGB) then this processing shall always be considered, by us as the manufacturer, in our name and taken into our account, and we will immediately acquire the property-if the processing or remodelling is made of materials from multiple owners, or if the value of the newly created item is higher than the value of the goods subject to retention of title -the joint ownership (fractional ownership) in the newly created item in relation to the value of the goods subject to retention of title (gross invoice value) at the value of the newly created item. In the event that for some reason no such acquisition of retention of title and/or joint retention of title should be entered the Customer will transfer to us already now his future property and/or (in the above described relationship) joint property in the newly created item for security; we herewith accept this transfer.

If – contrary to paragraph 5 - the goods subject to retention of title are combined with goods that do not belong in the sense of § 947 BGB, or are mixed or blended in the sense of § 948 BGB, we will acquire joint retention of title in the newly created item in relation to the value of the goods subject to retention of title (gross invoice value) and the value of the other combined, mixed, or blended items at the time of combination, mixing, or blending; if the goods subject to retention of title are considered the main component we will acquire sole ownership (§ 947 Par. 2 BGB) If one of the other items is considered the main component the Customer will transfer to us the proportional joint ownership in the uniform item in the previously described relationship, provided the main component belongs to the Customer. We herewith accept the transfer.

Our resulting sole ownership, or joint ownership, in an item, according to the above mentioned provisions, will be kept safe by the Customer free of charge.

- (7) By way of security, the Customer will already now assign to us the Customer's payment claim towards his buyer resulting from a resale of the goods subject to retention of title, which the Customer executed contrary to paragraph 5, as well as the Customer's claims towards his buyer, or third parties, with regard to the goods subject to the retention of title which result from other legal grounds (in particular claims from prohibited acts and claims for insurance benefits), including all outstanding balances from the current account; in the event of proportional joint property of ours in the goods subject to retention of title, in accordance with our share of the joint ownership. We herewith accept these assignments.

We herewith grant the Customer revocable authorization to collect the receivables assigned to us in his own name on our behalf. Our right to collect these receivables ourselves will not be affected. However we will not collect them ourselves and revoke the authorization to collect the receivables as long as the Customer properly fulfils his payment obligations towards us (in particular does not fall into arrears), as long as no application for opening insolvency proceedings on the Customer's assets is made and as long as the Customer does not display insufficient capacity (§ 321 Par. 1 Sentence 1 BGB) Should one of the above described events occur we may request that the Customer inform us of the assigned receivables and the respective debtors, inform the respective debtors of the assignment, and provide us with all documents and information which we require for claiming the debt.

Paragraph (3) shall apply to the assigned receivables accordingly.

- (8) If the Customer requests this we are obligated to release the goods subject to retention of title, the items that take their place, and receivables, in so far as their estimated value exceeds the amount of the secured receivables by more than 50%. We shall reserve the right to select the items to be provided.
- (9) If we withdraw from the contract, in accordance with the legal provisions, due to the Customer's conduct in violation of the contract (enforcement event) -in particular due to failure to pay-we are entitled to request return of the goods subject to retention of title from the Customer. Our declaration to withdraw will be included in our demand for return of goods at the latest. The transportation costs resulting from the return will be borne by the Customer. In the event of any putting up to pawn of the goods subject to retention of title by us also includes a declaration of withdrawal.

§ 8 Warranty for defects

- (1) For the Customer's rights in the event of material defects and defects of title the legal guidelines apply provided nothing to the contrary, or in addition, is stipulated in these general conditions of sale. In every case the legal special provisions for final delivery of the goods to a consumer remain unaffected (supplier regress in accordance with §§ 478, 479 BGB).

- (2) If the Customer is an entrepreneur (§ 14 BGB), we are not subject to a warranty obligation for materials defects for any agreed upon delivery of used products.
- (3) If not otherwise expressly agree our products and services must only comply with the legally applicable requirements in Germany.
- (4) If the Customer is an entrepreneur (§ 14 BGB), the Customer is obligated to inspect, or have the third party specified by him inspect, the delivered goods immediately after delivery and immediately inform us of any defects, if an acceptance is not expressly agreed. §§ 377, 381 HGB and the provision in this paragraph apply. The immediacy of the notice of defects assumes that it will be sent within seven (7) business days after delivery, or in the event there is a defect that could not be detected during the inspection (§ 377 Par. 2 and 3 HGB), within three (3) business days after detection of the defect, at the latest.
If the Customer neglects to conduct a proper inspection and/or complaint our warranty obligation and other liability for the defect concerned is excluded.
- (5) The expenses required for the purpose of the inspection and subsequent fulfilment, in particular transportation, road, labour, and material costs, will be borne by us if a defect actually exists. If, however, a request for remedying a defect from the Customer is determined to be unjustified we are entitled to demand that the Customer reimburse us for the resulting expenses. The statutory provisions shall apply with regard to the expenses for the removal of the defective product and the installation or attachment of the repaired or delivered defect-free product.
- (6) If the delivered product is defective, we shall be entitled and obligated, at the Customer's option, first to subsequent performance in the form of remedying the defect (subsequent improvement) or delivery of a defect-free item (replacement delivery). In the event of a replacement delivery, the Customer shall return the product to be replaced to us in accordance with the statutory provisions.
- (7) We are entitled to make the supplementary performance owed by us dependent on the Customer paying the purchase price due, or if applicable, the current instalment due, whereby the Customer is, however, entitled to retain a reasonable amount in proportion to the defect.
- (8) If supplementary performance is impossible, or has failed, or a reasonable deadline set by the Customer for supplementary performance has expired, or is unnecessary according to the legal guidelines, the Customer may, at his discretion, withdraw from the purchase contract, or reduce the purchase price. However the right to withdrawal does not exist with insignificant defects.
- (9) If the Customer is an entrepreneur (§ 14 BGB), the Following shall apply: In the event of defects in third party products delivered by us (in particular building components) which we cannot remedy for reasons of licensing law, or for factual reasons, we will, at our discretion, assert our claim of warranty against this third party for Customer's account, or assign it to him. Claims of warranty against us exist for such defects (under the other requirements and in accordance with these general conditions of sale), only if the legal enforcement of the above mentioned claims against third parties were unsuccessful or (e.g. due to insolvency) pointless (i.e. for reasons of time), or were otherwise unreasonable to the Customer. During the period of our assertion of claims against the third party the statute of limitations of the claims for warranty by the Customer against us is suspended.
- (10) Any claims for compensation for damages exist only in accordance with § 10 of these general conditions of sale.

§ 9

Guarantee of property rights of third parties

- (1) In accordance with this § 9 we guarantee that the goods are free from commercial property rights or copyrights of third parties in the countries of the European Union or other countries in which we manufacture products, or have products manufactured. Each party will immediately inform the other in writing whether claims are asserted against them due to a violation of such rights.
- (2) Claims due to a violation of industrial property rights or copyrights of third parties are excluded if this violation is based on an unauthorised modification or use of the goods by the Customer that is not in accordance with the contract. If the Customer is an entrepreneur (§ 14 BGB), claims for infringement of industrial property rights or copyrights of third parties are also excluded if this infringement is based on an instruction of the Customer.
- (3) In the event that the goods violate a commercial property right or copyright of a third party we will, at the Customer's discretion and at our expense, change, or exchange, the goods in such a way that no third party rights continue to be violated, but the goods will still continue to fulfil the contractually agreed upon functions, or we will obtain the right of use for the Customer by concluding a licensing agreement. If we do not succeed in doing this within a reasonable amount of time the Customer is entitled to withdraw from the contract or to reasonably reduce the purchase price.
- (4) If the Customer is an entrepreneur (§ 14 BGB), we will in the event of legal violations by products from other manufacturers or suppliers delivered by us, at the Customer's discretion, assert our claims of warranty against these manufacturers and suppliers for the Customer's account, or assign them to the Customer; § 8 (9) shall apply accordingly (in particular with regard to our secondary liability).
- (5) Any claims for compensation for damages exist only in accordance with § 10 of these general conditions of sale.

§ 10

Liability for compensation of damages etc.

- (1) Our liability for compensation of damages -regardless of the legal grounds, in particular for compensation of damages instead of, or in addition to, the service due to debt during contract negotiations, impossibility, default, defectiveness, unauthorized action and for other direct or indirect damages-is excluded, unless one of the following circumstances arises:
 - a) we fraudulently concealed a defect;

- b) we assumed a guarantee for the quality of the goods or the risk of procurement;
 - c) the violation leads to damage from injury to life, body, or health which rests on a deliberate or negligent violation of duty by us, or by one of our legal representatives, or agent ;
 - d) it leads to damage which rests on a deliberate or grossly negligent violation of duty by us, or by one of our legal representatives, or agent
 - e) it leads to damage from the negligent violation of essential contractual duties which do not already fall under lit. a) through lit. d) or lit. f). Essential contractual duties are all those obligations, the fulfilment of which is a prerequisite for enabling the proper fulfilment of the contract in the first place and upon their compliance the Customer may normally trust. In this case our liability with regard to slight negligence is, however, limited with regards to the amount, in accordance with the contractually typical foreseeable damage at the time of the conclusion of the contract; or
 - f) we are subject to a mandatory legal liability, in particular liability in accordance with the product liability law or data protection regulations.
- (2) If our liability is excluded, or limited, according to the above provisions this also applies to the personal liability of our agents, legal representatives, employees, staff, and proxies.
 - (3) Due to a violation of an obligation by us which is not a result of a defect in the goods the Customer may only withdraw or terminate if we are responsible for the violation of the obligation; apart from that the legal provisions for this apply.

§ 11 Statute of limitations

The statutory limitation period shall apply with regard to the limitation of claims - including non-contractual claims - based on material defects and defects of title. This period is generally 2 years from delivery of the product.

§ 12 Special right of withdrawal in the event of suspension of payments, etc.

In the following circumstances we have a special right of withdrawal from the contract. (a) The Customer suspends payments to his creditor; (b) the Customer himself opens insolvency proceedings against his assets (c) it is permissibly requested by us or another creditor; (d) it is opened-even just as a preliminary; or (e) the application is denied for lack of assets.

§ 13 The duty to provide information by official or one's own measures

In the event that official measures take place at the Customer's or against the Customer in conjunction with our products (i.e. ordering a withdrawal or recall or other measures for monitoring the market), or the Customer intends to do measures of this type on his own, he will immediately inform us in writing.

§ 14 Choice of Law and Jurisdiction

- (1) The business relationships between us and the Customer only subject to the laws of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) does not apply. If the Customer is a consumer (§ 13 BGB), the mandatory consumer protection regulations of the country in which the Customer has his habitual residence are excluded from this choice of law.
- (2) If the Customer is a businessman, a legal entity under public law, or a separate estate under public law, or he has no general place of jurisdiction in the Federal Republic of Germany, then the exclusive place of jurisdiction, also internationally, for all disputes between us and the Customer arising from the business relationship shall be Hamburg. Mandatory legal provisions about exclusive jurisdiction remain unaffected.
- (3) The above paragraph 2 does not apply if the Customer is a consumer (13 BGB). In this case, local and international jurisdiction shall be governed by the applicable statutory provisions.

§ 15 Legal Information on Alternative Dispute Resolution

- (1) The EU Commission has provided a platform for out-of-court dispute resolution. This gives consumers the opportunity to settle disputes in connection with their online order initially without the need to involve a court of law. The dispute resolution platform can be accessed via the external link <https://ec.europa.eu/consumers/odr/>.
- (2) We are neither willing nor obliged to participate in any arbitration proceedings.

§ 16

Alternative dispute resolution under the German Consumer Dispute Settlement Act

Please note, that we are not willing or obliged to participate in dispute resolution proceedings before a consumer arbitration body.

§ 17

Severability clause

If any provisions of these general conditions of sale is, or shall be, wholly or partially invalid or void, then the validity of the remaining provisions of this contract shall not be affected. If provisions have not become part of the contract, or are invalid, the content of this contract will comply first and foremost with the legal guidelines (§ 306 Par. 2 BGB). The foregoing shall apply mutatis mutandis in the event that the provisions of the contract or these GCS prove to be incomplete.