

1. Acceptance

By using the Services of XARC Mastering Inh. Lorenz Vauck, Gompitzer Str. 108, 01157 Dresden, Germany (called: "XARC Mastering" in this document), you (called: "client" in this document) are agree, without limitation or qualification, to be bound by, and to comply with, these Terms and Conditions.

2. Legal Disclaimer

XARC Mastering, its employees and contractors, act as the pre-mastering engineer of the clients' recorded product only. XARC Mastering does not assume any liability for talent payroll, talent royalties, publisher's royalties, or for any infringement of any rights by the client, nor does it assume any responsibility for other costs in the recording of the program. XARC Mastering further assumes that any information, likeness or performance being reproduced has been fully cleared by the client. XARC Mastering shall make whatever use of it at the clients direction, in the full assumption that the client is entitled to do so. XARC Mastering therefore assumes no liability by following any or all of the clients directions. The client hereby agrees to hold us free from any liability and will hold XARC Mastering, its officers, directors, and employees harmless from any suit or damages, in tort, contract, or otherwise, for unauthorized use, copyright infringement or any other responsibility of any sort or manner.

3. Limitation of Liability

XARC Mastering shall not be liable under any circumstances for any incidental or consequential loss or damages, including but not limited to loss of profits, and the client expressly waives any and all claims for any such loss or damages. Under no circumstances shall XARC Mastering liability exceed, nor shall clients available remedies extend beyond, return of the full fees or charges paid for any services provided by XARC Mastering.

4. Approvals

The client will be provided with one or several approval master(s) of his/her material before the final master is being created. Approval or suggested changes to each approval master must be received by XARC Mastering within 14 days after delivery of each approval master. A project is considered fully approved and will therefore be finalized and delivered to the client, when the client explicitly tells XARC Mastering so via email, telephone or via any other form of communication or when no approval or suggested changes are received to said approval master within 14 days after the delivery of each approval master.

5. Revisions

All revisions needed prior to the clients final approval of the approval master will be done free of charge. Revisions that the client requests after he/she have already approved the final master, will be charged at the normal rates. Should the client decide to replace one or more of his/her songs with a new mix after the mastering has already been started, additional charges may apply, which will be determined on a case-by-case basis.

6. Archiving

XARC Mastering does not retain any copies of the clients' project. If the client would like XARC Mastering to keep an Archive of his/her mastered project, XARC Mastering will do so for an additional one time fee, based on the size of the project. XARC Mastering will only Archive material they have worked on. While XARC Mastering may be able to retrieve the project at any given time, XARC Mastering can not be held responsible for any partly or complete loss of the clients project.

7. Payment

Payment in full is required before XARC Mastering begins any work.

8. Terms of Payment

If the client defaults in payment of any invoice on its due date, or in the event of any proceeding in bankruptcy or insolvency by or against the client, XARC Mastering, in addition to any additional rights it has or that it may exercise, shall have the right: (a) to suspend or discontinue work until it has received payment in full for work performed; (b) to require cash in advance to cover further work; (c) to collect late charges of 7% per month from the due date; and/or (d) to recover all costs of collection, including attorney's fees. In the event credit or financial ability of the client becomes impaired or unsatisfactory in the sole reasonable judgment of XARC Mastering, XARC Mastering shall have the right at any time thereafter to change the credit terms with respect to any further work for the client.

9. Refund Policy

XARC Mastering does not provide any refunds subsequent to work commencing on mastering projects. Projects which are scheduled, but have not been formally commenced, and for which payment has been received, will be refunded in full upon a client's request, minus a 15% preparation and scheduling fee. Once work has commenced on mastering projects, the revision policy set out in part 5 of this disclaimer applies; although refunds are not available once work has commenced, XARC Mastering will continue to make changes to mastered track(s) upon request, until final approval is received.

10. General

This writing, including attachments hereto, is intended by XARC Mastering and by the client as the final expression of this agreement and is intended also as a complete and exclusive statement of the terms and conditions of this agreement. If any term or condition of this Agreement is held invalid, the remaining terms and conditions shall continue in full force and effect.

11. Jurisdictional Issues

This agreement shall be governed by and interpreted in accordance with the laws of the Federal Republic of Germany. Exclusive jurisdiction and venue for any legal proceedings related to this agreement shall be in the District Court for Dresden, Saxony, Germany. You hereby consent and submit to the jurisdiction of such courts for the purposes of litigating any such action.