

## **RPM Records Aps**

DK-39029006

Office: +45 3113 8474

### **Terms and Conditions**

#### **1. Governing Law and Jurisdiction**

1.1 These Terms and Conditions, along with any agreements between RPM Records and the Customer, shall be governed and construed in accordance with the laws of Denmark. All disputes arising from these agreements or from the interpretation of these Terms and Conditions shall be settled in the courts of Denmark.

#### **2. Formation of Contract**

2.1 All orders placed with RPM Records (hereinafter referred to as the “Supplier”) by the Customer are subject to these Terms and Conditions. Any differing terms proposed by the Customer are hereby rejected unless explicitly agreed to in writing by RPM Records.

2.2 Each accepted order forms a binding contract between RPM Records and the Customer (hereinafter referred to as the “Order”). The Customer agrees to purchase the products and services as defined in the Order, including but not limited to print and packaging, disc replication (optical discs), vinyl record replication, mastering services, fulfillment, and distribution (hereinafter referred to as the “Products”).

2.3 RPM Records reserves the right to refuse or cancel an Order if any necessary documents, materials, or specifications are not provided by the Customer in a timely manner or if other reasonable conditions are not met.

#### **3. Prices and Payment**

3.1 Prices are quoted on an EXW (Ex Works) basis and exclude packing, taxes, duties, and additional charges unless otherwise specified. The Customer is responsible for any applicable taxes, including VAT, customs duties, and other applicable fees.

3.2 Payment for all Products and services is required within 14 days of the invoice date. RPM Records will not ship or release any Products until full payment is received.

3.3 In the event that the invoice remains unpaid for more than 30 days after the due date, an interest charge of 3% will be added to the outstanding amount for each 30-day period that passes without payment.

3.4 RPM Records reserves the right to allocate payments to the oldest outstanding invoice in the event that the Customer does not specify the invoice being paid.

3.5 No deductions, set-offs, or counterclaims shall be made from any payment unless agreed to in writing by RPM Records.

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### **4. Test Pressings and Product Approval**

4.1 RPM Records will provide test pressings to the Customer for approval before proceeding with full production.

4.2 If the Customer does not approve the test pressing, but RPM Records, along with external partners such as the independent cutting engineers, both deem the test pressing to meet industry standards, the Customer is still obligated to pay for all work and materials used in the production of the test pressing and any other components that have already been manufactured or incurred costs up until the point of rejection. These two independent validations ensure that the quality is objectively assessed by both RPM Records and the external cutting engineers.

4.3 In the event that the Customer cancels the Order after the test pressing has been rejected, RPM Records will issue a refund only for the portion of the Order that has not yet been manufactured or produced.

4.4 Approval of the test pressing by the Customer signifies that the final production will proceed under the same quality standards. Once approved, no refunds will be issued for complaints related to sound quality, physical appearance, or other production variances unless the final product substantially deviates from the approved test pressing.

### **5. Refunds, Returns, and Defects**

5.1 Refunds will only be granted for Products that have not yet been manufactured or produced. No refunds will be issued for complaints arising after approval of the test pressing and artwork approval.

5.2 The Customer must inspect the Products upon delivery. Any defects or complaints regarding quality must be reported to RPM Records within 7 days of delivery. After this period, the Customer waives the right to claim any defects.

5.3 Minor cosmetic imperfections (such as slight color variances or surface imperfections) inherent in the vinyl pressing process are not considered defects and will not qualify for refunds, replacements, or returns.

5.4 If a defect is found in more than 5% of the Products, RPM Records will, at its discretion, either repair, replace the defective Products, or issue a credit for the defective portion of the Order.

### **6. Delivery and Risk of Loss**

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6.1 RPM Records will use reasonable efforts to deliver Products on or before the agreed delivery date. However, RPM Records is not liable for any delays caused by circumstances beyond its control, including but not limited to force majeure events such as war, strikes, governmental orders, pandemics, and natural disasters.

6.2 All shipments made by RPM Records are covered by shipping insurance through RPM Records' insurance provider. If any damages occur during shipping and the insurance company deems the damages to be covered under the terms of the insurance policy, the Customer will benefit from any refunds or compensation issued by the insurance provider.

6.3 The risk of loss or damage to the Products passes to the Customer upon delivery.

6.4 If the Customer refuses delivery or fails to provide necessary shipping instructions, RPM Records reserves the right to charge storage fees and, after 30 days, to dispose of the Products as it deems fit. The Customer will still be liable for the full cost of the Order.

## **7. Custom-Made Orders and Production**

7.1 By placing an order with RPM Records, the Customer acknowledges and agrees that each production is custom-made and unique. The Customer trusts RPM Records to manufacture the Products to the best of its abilities, using reasonable care and expertise in the production process.

7.2 Due to the custom nature of the Products, the Customer understands that slight variations in color, sound quality, or physical appearance may occur. These variations are inherent to the vinyl production process and do not constitute defects.

7.3 Once an order is placed, the Customer agrees that RPM Records is responsible for using its best professional judgment to fulfill the order as specified, and that the Customer cannot demand a refund or cancellation for subjective dissatisfaction with minor variations or imperfections inherent in the production process.

## **8. Force Majeure**

8.1 RPM Records shall not be liable for any delay or failure in performance due to events beyond its reasonable control, including but not limited to war, strikes, pandemics, governmental restrictions, supply chain disruptions, or natural disasters.

8.2 In the event of a force majeure, RPM Records will notify the Customer as soon as possible, and both parties may renegotiate the delivery dates or other obligations affected by the event.

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### **9. Intellectual Property and Copyright**

9.1 The Customer warrants that any Source Materials (artwork, audio masters, etc.) provided to RPM Records for the production of the Products do not infringe upon the intellectual property rights of any third party.

9.2 The Customer agrees to defend, indemnify, and hold harmless RPM Records from any claims, damages, or legal actions arising from the use of these materials.

9.3 RPM Records retains ownership of all production tools, such as stampers and molds, used in the manufacture of the Products, even if the Customer has paid for their creation.

### **10. Overrun/Underrun**

10.1 RPM Records reserves the right to deliver up to 10% more or 10% fewer units than the quantity ordered. The Customer agrees to pay for any additional units if there is an overrun, or RPM Records will issue a credit for any shortfall if there is an underrun.

### **11. Limitation of Liability**

11.1 RPM Records shall not be liable for any indirect, consequential, or special damages, including but not limited to loss of profit, loss of business, or loss of goodwill, arising from any breach of contract or warranty.

11.2 RPM Records' total liability for any claim, whether in contract, tort (including negligence), or otherwise, arising out of or in connection with the Order, shall not exceed the price paid by the Customer for the Products.

### **12. Slander and Defamation**

12.1 The Customer agrees not to publicly make any false or defamatory statements regarding RPM Records, its Products, or services, whether online or on social media. Any such statements that harm the reputation of RPM Records may result in legal action to recover damages, including legal fees and other costs incurred.

### **13. Severability**

13.1 If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remainder of the Terms and Conditions will continue in full force and effect.

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**14. Privacy Policy**

14.1 RPM Records values the privacy of its customers and will take all reasonable steps to protect personal information in accordance with applicable privacy laws.

**15. Entire Agreement**

15.1 These Terms and Conditions, along with the Order and any written agreements, constitute the entire agreement between RPM Records and the Customer. No amendments or modifications to these Terms and Conditions shall be binding unless agreed to in writing by RPM Records.