

## CONTRACT OF DEPOSIT AT ALBUMTRAD

Between :

ALBUMTRAD

Cran

56130 ST DOLAY - Brittany – FRANCE

represented by Natacha NEDELEC, consignee

And :

SURNAME :

First name :

Name of the society or association :

Address :

Postal Code :

Town :

Country :

Phone / cellphone :

Email :

The depositor agrees with the following terms :

**1.Object of contract**

The depositor puts the products defined in article 2 of the present contract in the care of Albumtrad.

**2.Description of the articles put in sale depot (or deposited)**

The articles must be new and if it's possible, sealed

The quantity of the same article in deposit is 5 items.

**3.Procedure of deposit**

The depositor sends 5 copies of the item to be sold as described in article 2 of the contract as well as a specimen given to Albumtrad to be used for promotion and as archive. No opened or deteriorated products will be accepted by the consignee.

When all the items are sold, the depositor has, on the request of the consignee, to send new items on a 5 working day bases. Any additional deposit will be subjected to a proof of deposit.

Postal fees will be on the depositor's charge.

The items mentioned above will be on sale as soon as the contract is received duly signed (complete) and dated.All the articles are deposited for a period of 1 year starting when the contract is signed and renewable every year by tacit agreement.

#### 4.Profit margin and royalties

Albumtrad margin on each sale is **36%** of final sale price (excluding cost of postage).

The selling price on Albumtrad is **the same** for every item in its catalog. The margin of the depositor is **64%** of final sale price. The selling price of an album is now on Albumtrad € **12.50**. Any change in the selling price will require a new contract.

The depositor's profit is paid every 5 items sold by :

-Eurozone : by credit transfer (thank you for giving us your bank details,IBAN and BIC ).

-Outside Eurozone: By **Paypal** (The depositor necessarily has to have a valid account Paypal).

The depositor must send an invoice (by mail or email) addressed to Albumtrad to receive his royalties. The payment is made once the invoice is received.

Albumtrad is not liable to VAT since it is a micro company (VAT is not applicable, art. 293B of CGI). If the depositor is liable to VAT, he must pay them on his royalties.

#### 5.Cancellation of contract

The depositor can take his items back **anytime he wants to**. Postal charges for the return of unsold articles are chargeable to the depositor. The contract would then be cancelled as of right.

Albumtrad will cancel the contract if it appears that the items sent are second-hand (used) ; cd-r or non-professional factory pressed cds.

Albumtrad will cancel the contract as of right if it appears that the seller is not the owner of the rights or its representative.

#### 6 Guarantee clause

The depositor certifies that all the items sent to Albumtrad have been covered by the payment of the duties of duplication and reproduction rights (audio and video) to the rights'owner.

The depositor certifies that he owns the albums he sends.

In the case of stolen goods, only the depositor will be assigned in justice.

The depositor must not have signed (and must not sign later) any exclusivity contract with a distributor in France.

In case of contention, the jurisdiction of Vannes would be the competent authority to solve the problem.

The present contract must be returned completed and signed in 2 copies to Albumtrad by the depositor. Items for sale must be sent with the contract.

Made **in 2 copies**

Date.....

DEPOSITOR

ALBUMTRAD