

## **DÉCISION n° 667/2025**

### **RELATIVE A LA SIGNATURE DE LOCATION DE MATERIEL MUSICAL POUR LA MESSE « MISATANGO »**

Je soussigné, Patrick THIL, Conseiller délégué de Metz Métropole,

VU le Code Général des Collectivités Territoriales,

VU la délibération en date du 15 juillet 2020 par laquelle le Conseil métropolitain a donné délégation à son Président,

VU l'arrêté de délégation de Monsieur le Président en date du 15 juillet 2020, par lequel Monsieur Patrick THIL, Conseiller délégué, a reçu délégation pour conclure toute convention de location ou de mise à disposition de biens meubles ou immeubles, ainsi que toute convention d'occupation du domaine public ou du domaine privé de Metz métropole, convenir des tarifs ou accorder la gratuité aux organismes à but non lucratif qui concourent à la satisfaction de l'intérêt général, déterminer les modalités de paiement, s'agissant notamment des équipements culturels, de l'aire de grand passage et des aires d'accueil des gens du voyage.(art. 8b)

CONSIDERANT que l'Opéra-Théâtre de l'Eurométropole de Metz présentera La messe « MISATANGO », les 24 et 25 janvier 2026 à l'église Saint Pierre aux Nonnains de Metz.

### **DÉCIDONS :**

De signer avec les éditions TONOS, le contrat de location de matériel musical pour la messe « MISATANGO ».

Fait à Metz, le 29 octobre 2025

Accusé de réception - Ministère de l'Intérieur

057-200039865-20251029-Decis667-2025-AU

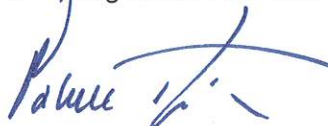
Accusé certifié exécutoire

Réception par le préfet : 17/11/2025

Pour l'autorité compétente par délégation



Pour le Président  
Le Conseiller délégué aux Etablissements Culturels



Patrick THIL

Adjoint au Maire de Metz à la Culture et aux Cultes  
Conseiller départemental de la Moselle



Tonos Music Publishing oHG - Lange Straße 89a - 76530 Baden-Baden

**Firma**

Opéra Théâtre Eurométropole de Metz  
4-5 place de la Comédie  
57000 Metz  
FRANKREICH

Authorized person	Mr Florent Mayolet
Your request	2025-10-15
Your order	
Your VAT number	FR07200039865

**Delivery address**

Mr  
Florent Mayolet  
Opéra Théâtre Eurométropole de Metz  
Maison de l'archéologie préventive  
14 rue de la  
Mouée 57070  
Metz  
FRANKREICH

**Contract offer**

<b>Client number*</b>	<b>Receipt number*</b>	<b>Reference</b>	<b>Date</b>	<b>Our VAT number</b>	<b>EORI-No.</b>
48952	2025-30233		15.10.2025	DE811324809	DE7737661

**Contract offer in accordance with your enquiry for performance material dated**

**2025-10-15**

Offre de contrat conformément à votre demande de matériel de performance datée du 2025-10-15.

Thank you for your enquiry. On the basis of the details supplied you provide, you will receive this contract offer. **The contract offer is also valid as an advance invoice.**

Merci pour votre demande. Sur la base des informations fournies, vous recevrez cette offre de contrat. Cette offre de contrat vaut également facture d'acompte.

Please return a signed copy of the contract offer. On receipt of your offer acceptance and payment of the advance invoice amount we will confirm the contract and dispatch the ordered performance rental materials.

Veuillez nous retourner une copie signée de l'offre de contrat. Dès réception de votre acceptation et du paiement de l'acompte, nous confirmerons le contrat et expédierons le matériel de location commandé.

Pos.	Description	Quantity QU	Unit price	Total price
1	Article number L1 22200	2 Qty.	330,00	660,00

Martin Palmerí

Misa a Buenos Aires

Kyrie, Gloria, Credo, Sanctus, Benedictus, Agnus Dei

Mezzo-Soprano, Coro misto, Bandoneon, Pianoforte, Violino I, Violino II, Viola, Violoncello, Contrabbasso

**Performance rental material**

**ISMN: M-2015-7451-6**

Contract offer 2025-30233

Page 2 of 8

Pos.	Description	Quantity QU	Unit price	Total price
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## Performance material

according to requirement in copies as follows

Number of conducting scores: 0 (It will be conducted from the purchased score)

Number of piano scores: 1

Number of string parts:

1.1.1.1.1 Number of harmony

parts: 0 Number of choral

scores: 0 Number of choral

voices: 0

Number of solo parts: 1 Pianoforte, 1 Bandoneon

Number of text books:

Purpose of use: 2 concert performances without concert recording

## Concert performances

Performance organizer: Opéra Théâtre de l'Eurométropole de Metz

Performance country: France

Performance locality: Nonnains

Place of performance: Basilique St Pierre aux

Nonnains Quantity of concert performance: 2

Date of concert performance: 2026-01-24, 2026-01-25

Quantity of concert records: not agreed

Date of concert records: not agreed

Conductor: Nathalie Marmeuse

Orchestra: Orchestre Consitué

Soloist: ?

Choir: Choeur de l'Opéra Théâtre de l'Eurométropole de Metz

## Rental period

The tenancy ends with the date of the last

performance. Date of last performance: 2026-

01-25

Durée de location

La location prend fin à la date de la dernière représentation.

Date de la dernière représentation : 25/01/2026

## Date of return

After termination of the rental relationship, the performance material must be returned to the publisher without delay, at the latest two weeks after the last performance.

The latest return date is: 2026-02-08

Après la fin du contrat de location, le matériel de représentation doit être restitué à l'éditeur sans délai, au plus tard deux semaines après la dernière représentation.

La date limite de restitution est le 08/02/2026.

### **Return address**

Adresse de retour

**Tonos Music Publishing oHG, Lange Straße 89a, 76530 Baden-Baden, Germany**

Pos.	Description	Quantity QU	Unit price	Total price
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**Contractual basis**

- Enquiry for performance material
- Contract offer
- Contract offer acceptance
- Contract confirmation
- General terms and conditions
- Legal considerations
- Delivery note
- Return delivery note

## Base contractuelle

- Demande de matériel de performance
- Offre de contrat
- Acceptation de l'offre de contrat
- Confirmation du contrat
- Conditions générales
- Mentions légales
- Bon de livraison
- Bon de retour

2	Article number 22200/2	0 Qty.	14,00	0,00
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Martin Palmeri

Misa a Buenos Aires

Kyrie, Gloria, Credo, Sanctus, Benedictus, Agnus Dei

Mezzo-Soprano, Coro misto, Bandoneon, Pianoforte, Violino I,  
Violino II, Viola, Violoncello, Contrabbasso**Choir score****Purchase****material**

ISMN: M-2015-7378-6

**Legal Notices on Sheet Music**

Beyond private use, the reproduction of graphic recordings of musical works is legally prohibited under § 53 (4) of the German Copyright Act (UrhG). Copies made for personal use may neither be distributed nor used for public performance.

The right of original use of choral editions (work carriers) must be obtained from Tonos in the required quantity corresponding to the size of the choir (minimum order quantity). The use of individual copies beyond private use is subject to the prior approval of Tonos.

Without the express permission of Tonos, sheet music may neither be reproduced nor stored electronically or transmitted in any form – including mechanical reproduction such as photocopying.

## Mentions légales concernant les partitions

Hors usage privé, la reproduction d'enregistrements graphiques d'œuvres musicales est interdite par la loi conformément à l'article 53(4) de la loi allemande sur le droit d'auteur (UrtG). Les copies réalisées pour un usage personnel ne peuvent être ni distribuées ni utilisées pour une représentation publique.

Le droit d'utilisation originale des éditions propres à Tonos (notamment d'œuvres musicales) doit être obtenu auprès de Tonos dans la quantité requise correspondant à la taille du groupe (quantité maximale de commandes). L'utilisation de copies individuelles hors usage privé est soumise à l'approbation préalable de Tonos.

Sans l'approbation expresse de Tonos, les partitions ne doivent être ni reproduites ni stockées électroniquement, ni transmises sous quelque forme que ce soit y compris la reproduction mécanique telle que la photocopie.

3	Article number 70132 027 Wartung / Maintenance	1 Qty.	45,00	45,00
4	Article number 70132 009 Bearbeitung / Processing	1 Qty.	80,00	80,00
5	Article number 70132 021 Lieferung / Delivery	1 Qty.	105,00	105,00
			Sub-total EU	890,00
			R	
Incl. VAT with tax code 10 0,00% from			890,00	0,00
			Total EUR	890,00

Non-taxable inter EU delivery in accordance with German tax law § 4 No. 1 b in connection with § 6 a UStG

## Contract terms

### Conditions du contrat

A contract for the rental of performance material is concluded between Tonos Music Publishing oHG (hereinafter referred to as the publisher) and the enquirer (hereinafter referred to as the client) on the basis of enquiry and offer with the following provisions:

Un contrat de location de matériel de performance est conclu entre Tonos Music Publishing oHG (ci-après dénommé l'éditeur) et le demandeur (ci-après dénommé le client) sur la base d'une demande et d'une offre avec les dispositions suivantes:

## § 1 Subject matter of the contract

### § 1 Objet du contrat

The Client rents the musical performance material from the Publisher for the purpose of concert performance in accordance with this contract offer.

The rental relationship covers the period from the day of delivery to the last performance.

The rental of musical performance material is made against payment of a material rental charge plus incidental charges and statutory sales tax in accordance with this contract offer.

Le Client loue le matériel musical auprès de l'éditeur pour la représentation en concert conformément à la présente offre contractuelle.

La location couvre la période allant du jour de la livraison à la dernière représentation.

La location du matériel musical est effectuée contre paiement d'un loyer majoré des frais accessoires et de la TVA conformément à la présente offre contractuelle.

## § 2 Material shipment

### § 2 Expédition de matériel

Materials will be shipped at the expense and risk of the client but not before acceptance of the offer in question and signature of these miscellaneous supplementary provisions to the material/s rental agreement for performances and payment of the agreed rental amount. The publisher cannot accept any liability whatsoever for delayed delivery.

The content, condition and completeness of the performance material/s supplied by the publisher must be checked promptly on receipt. Complaints must be advised the publisher in writing within three days. No complaint received at a later date can be considered.

L'expédition du matériel se fera aux frais et risques du client, mais pas avant l'acceptation de l'offre concernée, la signature des présentes clauses complémentaires au contrat de location de matériel pour les représentations et le paiement du montant convenu. L'éditeur ne peut accepter aucune responsabilité en cas de retard de livraison.

Le contenu, l'état et l'intégrité du matériel de représentation fourni par l'éditeur doivent être vérifiés sans délai dès réception. Toute réclamation doit être adressée à l'éditeur par écrit dans un délai de trois jours. Aucune réclamation reçue ultérieurement ne sera prise en compte.

## § 3 Return of the material / Non-fulfilment of the return obligation

### § 3 Restitution du matériel / Non-respect de l'obligation de restitution

The performance material must be returned to the publisher promptly within two weeks of its last performance hereunder according to the delivery note at the client's risk and expense. If the material isn't returned in time then half the agreed rental will be charged for every month or part thereof of such delay.

Le matériel de représentation doit être restitué à l'éditeur dans les deux semaines suivant sa dernière représentation conformément au bon de livraison aux risques et frais du client. En cas de retard, la moitié du loyer convenu sera facturée pour chaque mois de retard.

## § 4 Failure to comply with the obligation to return the goods

### § 4 Non-respect de l'obligation de restituer la marchandise

If the performance/rental material provided to the client is not returned by the specified date, a default fee shall be charged for each additional month or part thereof of the failure to meet the obligation to return the material.

In the event of default of return or withholding of the performance/rental material, the default fee to be paid by the Client shall amount to half of the material rental fee agreed in accordance with this offer; the Client reserves the right to prove that the Publisher has not incurred any damage or only significantly less damage.

Si le matériel de représentation/location fourni au client n'est pas restitué à la date indiquée, des frais de retard seront facturés pour chaque mois supplémentaire de non-respect de l'obligation de restitution.

En cas de non-restitution ou de rétention du matériel de représentation/location, les frais de retard à la charge du client s'élèveront à la moitié du prix de location convenu conformément à la présente offre; le client se réserve le droit de prouver que l'éditeur n'a subi aucun dommage ou seulement un dommage nettement moindre.

## **§ 5 Material risk / Bad fulfillment of the return obligation**

### **§ 5 Risque matériel / Mauvaise exécution de l'obligation de retour**

The risk of loss, damage, destruction or uselessness of the material/s in question passes to the client when same is/are shipped. The client is liable for the loss of, destruction of and/or damage to said material/s and/or it/their becoming useless up to half the new value of same. The client's recompense for the loss, destruction and/or damage of said material or it/their becoming useless is limited to the cost of purchasing, manufacturing, producing and shipping same but at least the rental amount agreed.

Le risque de perte, d'endommagement, de destruction ou d' inutilité du ou des matériels concernés est transféré au client dès leur expédition. Le client est responsable de la perte, de la destruction et/ou de l'endommagement et/ou des matériels concernés et/ou de leur inutilité jusqu'à la moitié de leur valeur à neuf. L'indemnisation du client pour la perte, la destruction et/ou l'endommagement du ou des matériels concernés est limitée au coût d'achat, de fabrication, de production et d'expédition, mais au moins au montant de la location convenue.

## **§ 6 Bad fulfillment of the return obligation**

### **§ 6 Mauvaise exécution de l'obligation de retour**

The compensation to be paid by the client for lost, destroyed, damaged or unusable performance material shall be at least in the amount of the material rental fee agreed in accordance with this offer; the client shall be entitled to prove that the publisher has not incurred any damage or only a significantly lower damage.

L'indemnisation à payer par le client pour le matériel de représentation perdu, détruit, endommagé ou inutilisable doit être au moins égale au montant du prix de location du matériel convenu conformément à la présente offre. Le client est en droit de prouver que l'éditeur n'a subi aucun dommage ou seulement un dommage nettement inférieur.

## **§ 7 Cancellation or delay of the performance**

### **§ 7 Annulation ou retard de l'exécution**

In the event of any performance being cancelled or delayed, same must be advised the publisher immediately and the material/s rented in question returned to them promptly and within a week at the latest. Half the rental amount agreed then becomes due and payable in such case. The entire rental amount becomes due and payable if the publisher is not advised as aforementioned.

The publisher must be advised promptly of any delay in any performance. Should any delayed performance not be held within a period of two months the publisher will invoice half the agreed rental as a cancellation fee.

En cas d'annulation ou de retard d'une représentation, l'éditeur doit être immédiatement informé et le matériel loué doit lui être restitué dans les meilleurs délais, au plus tard dans un délai d'une semaine. La moitié du montant de la location convenue devient alors due. Si l'éditeur n'est pas informé comme indiqué ci-dessus, la totalité du montant de la location devient due. L'éditeur doit être informé sans délai de tout retard de représentation. Si la représentation n'est pas tenue dans un délai de deux mois, l'éditeur facturera la moitié du montant de la location convenue à titre de frais d'annulation.

The material/s rented must always be returned to the publisher promptly and in its entirety if the performance/s agreed is/are cancelled or delayed for over two months.

Le(s) matériel(s) loué(s) doit/doivent toujours être restitué(s) à l'éditeur dans les meilleurs délais et dans son intégralité si la/les représentation(s) convenue(s) est/sont annulée(s) ou retardée(s) de plus de deux mois.

## § 8 Scope of transfer of rights / utilization

### § 8 Étendue du transfert des droits / de l'utilisation

The client may only use the material/s rented hereunder for the agreed performance/s. Any other use thereof is excluded. The client may not copy, digitalise or duplicate the rented material/s either in whole or in part or in edited/alterd form in any way whatsoever.

Use of said material/s for any form of audio/visual music production (e.g. CD etc.), digital storage, dissemination (online/offline/streaming, downloads, etc.), transmission, or making it appreciable in any other way whatsoever is subject to the publisher's prior written permission and separate legal agreement with them. The same applies mutatis mutandis to performance as drama-musical events (e.g. operas), dances, pantomime with or without costumes or scenarios and works interaction of any kind whatsoever.

The client may not assign, lend or rent the material/s rented hereunder to any third party either in whole or in part. The client is liable to the publisher in the event of any breach of this provision for the damages thus incurred.

Le client ne peut ni céder, prêter ou louer le(s) matériel(s) loué(s) aux fins de la/les représentation(s) convenue(s). Toute autre utilisation est exclue. Il est interdit de copier, numériser ou dupliquer le(s) matériel(s) loué(s) en tout ou en partie, ni de les modifier de quelque manière que ce soit.

L'utilisation du/des matériel(s) pour toute forme de production musicale audio/visuelle (par exemple, CD, etc.), de stockage numérique, de diffusion (en ligne/offline/streaming, téléchargement, etc.) ou de transmission ou de mise en valeur de quelque manière que ce soit est soumise à l'autorisation écrite préalable de l'éditeur et à un accord juridique distinct avec lui. Il en va de même pour les représentations théâtrales et musicales (par exemple, opéras), les danses, les pantomimes avec ou sans costumes ou scénarios, ainsi que les interactions entre œuvres de toute nature.

Le client ne peut céder, prêter ou louer le(s) matériel(s) loué(s) aux fins de la présentation à un tiers, en tout ou en partie. En cas de violation de cette disposition, le client est responsable envers l'éditeur des dommages ainsi subis.

## § 9 Performance right/s

### § 9 Droit(s) d'exécution

The right to render public performance is not the subject matter hereof but must be purchased from the collecting society concerned such as the GEMA in Germany. The responsible district office thereof or VG Musikedition Verwertungsgesellschaft zur Wahrnehmung von Nutzungsrechten an Editionen (Ausgaben) von Musikwerken, Königstor 1a, 34117 Kassel, Germany should be contacted to buy such rights.

The performance/s agreed must be registered with the collecting society/societies concerned giving details of all persons having rights in the work/s concerned (e.g. composer, publisher, reviser, text writer, translator and editor as applicable). If such registration isn't rendered as required then the client shall be liable to the publisher up to the amount of the performance fees lost if the collecting society/societies concerned do not have terms and conditions dictating otherwise.

Collecting societies in foreign counties are to be advised of performances in their countries. If no such society exists then special agreement/s must be made with the publisher on performance rights and fees.

Le droit d'exécution publique n'est pas l'objet du présent contrat, mais doit être acquis auprès de la société de gestion collective concernée, telle que la GEMA en Allemagne. Pour acquérir ces droits, il convient de contacter le bureau régional compétent ou la VG Musikedition Verwertungsgesellschaft zur Wahrnehmung von Nutzungsrechten an Editionen (Ausgaben) von Musikwerken, Königstor 1a, 34117 Kassel, Allemagne.

La ou les exécutions convenues doivent être enregistrées auprès de la ou des sociétés de gestion collective concernées, en précisant l'identité de tous les titulaires de droits sur l'œuvre (par exemple, compositeur, éditeur, réviseur, parolier, traducteur et éditeur, selon le cas). Si cet enregistrement n'est pas effectué conformément aux exigences, le client sera redevable envers l'éditeur du montant des droits d'exécution perdus, sauf disposition contraire, les conditions générales de la ou des sociétés de gestion collective concernées.

Les sociétés de gestion collective étrangères doivent être informées des exécutions dans leur pays. Si aucune société de ce type n'existe, des accords spéciaux doivent être conclus avec l'éditeur sur les droits d'exécution et les frais.

## **§ 10 Use without approval, increased costs, contractual penalties**

### **§ 10 Utilisation sans autorisation, augmentation des coûts, pénalités contractuelles**

If the client breaches any foregoing provision, such as by exceeding the agreed utilisation scope or use for other than the agreed purpose/s, then they undertake to pay the publisher triple the fee due and payable for approved use of the affected part/s of the rental material/s in question. No subsequent approval of any such use is associated therewith.

If the client copies or loans out or loans out for gain in breach hereof then they must pay a lump sum contract penalty of 2,000.00 Euros to the publisher in each and every case. No subsequent approval of any such use is associated therewith.

In the event that the customer violates any of the contractually agreed provisions, the publisher may exercise its statutory and contractual rights. If the Publisher claims damages, this shall amount to 2,000.00 Euros. Damages shall be set higher or lower if the Publisher can prove higher damages or if the Client can prove that lower damages or no damages at all have been incurred.

The publisher reserves the right to assert claim/s for damages in law.

Si le client enfreint l'une des dispositions précédentes, par exemple en dépassant le cadre d'utilisation convenu ou en l'utilisant à des fins autres que celles convenues, il s'engage à payer à l'éditeur le triple du montant dû pour l'utilisation approuvée de la ou des parties concernées du ou des supports loués en question. Aucune autorisation ultérieure d'une telle utilisation n'est requise.

Si le client copie, prête ou prête à des fins lucratives en violation des présentes, il devra payer à l'éditeur une pénalité forfaitaire de 2 000,00 euros dans chaque cas. Aucune autorisation ultérieure d'une telle utilisation n'est requise.

En cas de violation par le client de l'une des dispositions contractuelles, l'éditeur peut exercer ses droits statutaires et contractuels. Si l'éditeur réclame des dommages et intérêts, ceux-ci s'élèveront à 2 000,00 euros. Le montant des dommages et intérêts sera majoré ou minoré si l'éditeur peut prouver un préjudice plus élevé ou si le client peut prouver un préjudice moindre, voire l'absence de préjudice.

L'éditeur se réserve le droit de faire valoir ses droits en justice.

## **§ 11 Management**

### **§ 11 Gestion**

If client, organiser and performer are not identical then the client acts both for themselves and for the parties they represent and their legal heirs and successors. The client must safeguard contract performance in such case.

Si le client, l'organisateur et l'artiste ne sont pas la même personne, le client agit à la fois pour lui-même et pour les parties qu'il représente, ainsi que pour leurs héritiers et successeurs légaux. Dans ce cas, le client doit garantir l'exécution du contrat.

## **§ 12 Mediation of performance materials**

### **§ 12 Médiation des matériaux de performance**

In the event of the material/s in question being supplied by an agent, the agent must advise the user/s of said material/s of this material/s rental agreement. Should the agent fail to fulfil this requirement he shall be held fully liable under the provisions herein.

Si le matériel en question est fourni par un agent, celui-ci doit informer le ou les utilisateurs dudit matériel du présent contrat de location. En cas de manquement à cette obligation, l'agent sera tenu pour pleinement responsable conformément aux dispositions des présentes.

**§ 13 Final provisions****§ 13 Dispositions finales**

Any and all amendments and/or supplements hereto must be in writing to be effective.

Should any provision herein be or become null and void for any reason whatsoever this will not affect the remainder. Any such provision will be replaced by mutual agreement with a legally effective one coming as close as legally possible to the original intent of the parties hereto. If no such provision can be agreed on then the usual German legal provisions for such cases apply. The same applies mutatis mutandis should the contract prove to have any loophole.

This contract is made in German law. The UN Convention on the International Sale of Goods does not apply. Place of jurisdiction is the publisher's registered head office location insofar as legally feasible.

Toute modification et ou tout ajout aux présentes conditions générales doit être formulé par écrit pour être valable.

Si une disposition des présentes conditions générales est nulle ou devient caduque pour quelque raison que ce soit, les autres dispositions resteront sans effet. Toute disposition de ce type sera remplacée d'un commun accord par une disposition juridiquement valable se rapprochant le plus possible de l'intention initiale des parties. A défaut d'accord sur une telle disposition, les dispositions légales allemandes habituelles s'appliquent. Il en va de même mutatis mutandis, en cas de lacune dans le contrat.

Der Vertrag ist reg. par le droit allemand. La Convention des Nations Unies sur les contrats de vente internationale de marchandises ne s'applique pas. Le for juridique est celui du siège social de l'émetteur dans la mesure où la loi le permet.

**Acceptance of offer**

Acceptation de l'offre

Metz le 29 octobre 2025  
Place and date

**OPÉRA-THÉÂTRE**  
4/5 Place de la Comédie  
F-57000-METZ

Client's stamp and signature

The offer is considered accepted upon signing.

**Payment agreement**

Accord de paiement

Payment will be effect via Remittance  
Immediately Without discount

Le paiement sera effectué par virement bancaire immédiatement, sans escompte

890,00EUR

Par le Président  
de Conseil délégué aux établissements  
culturels  
Patrick THIL  
Adjoint au Maire de Metz à la  
culture et aux cultes  
Conseiller départemental de la Moselle

## Payment methods

Bank transfer: Commerzbank AG Branch Darmstadt, Rheinstraße 14, 64283 Darmstadt, Germany  
IBAN: DE29 5088 0050 0170 7103 00, SWIFT-BIC: DRES DE FF 508  
Account holder: Tonos Music Publishing oHG, 76530 Baden-Baden

PayPal: For payments via PayPal, please use the email address [tmpcontact@tonosmusic.com](mailto:tmpcontact@tonosmusic.com).

Credit: Please contact us via [tmpcontact@tonosmusic.com](mailto:tmpcontact@tonosmusic.com) so that we can send you a payment link.

card:

## Queries

If you have any questions about the document, please contact us at [tmpcontact@tonosmusic.com](mailto:tmpcontact@tonosmusic.com) stating your customer number and document number.

Si vous avez des questions sur le document, veuillez nous contacter à [tmpcontact@tonosmusic.com](mailto:tmpcontact@tonosmusic.com) en indiquant votre numéro de client et votre numéro de document.

## Art. 1 Scope of these general terms and conditions

The following General Terms and Conditions apply exclusively to the business relationship between Tonos Music Publishing oHG (hereafter referred to as "Tonos") and its customers according to the latest amended version valid at the period of time of the business relationship in question. Contradictory or differing conditions of the customer (hereafter also referred to as the "Contractual Partner"), will not be recognised, particularly if he is not to be regarded as a consumer in the sense of Art. 13 of the BGB (Bürgerliches Gesetzbuch - German Civil Code), except in exceptional cases in which Tonos agrees to their validity explicitly and in written form. Tonos' General Terms and Conditions also apply even if Tonos is aware of the customer's contradictory or differing conditions and carries out the delivery to the business partner without reservation.

## Art. 2 Offers subject to change / Online offers / Conclusion of a contract

All offers are non-binding.

Goods/products available on the homepage via internet also do not represent offers in the sense of Art. 145 et seqq. of the BGB. Online offers are likewise non-binding and subject to change.

By placing an order with Tonos via E-mail or another means of communication, the customer concludes to an offer in the sense of Art. 145 et seqq. of the BGB to conclude a purchase contract with Tonos. The customer will receive a confirmation of the receipt of the order via email (order confirmation) and/or via fax. An order confirmation does not represent an acceptance of the offer but serves as customer information, to let the customer know that Tonos has received the order. In the event of incorrect information regarding the product range on the website, Tonos will, if necessary, advise the purchaser/customer of this individually and make him an appropriate alternative offer.

The contract with Tonos enters into effect when Tonos dispatches the goods ordered and a dispatch confirmation is sent (via E-mail, for instance). There will be no purchase contract to cover products on same order which are not listed in the dispatch confirmation. Acceptance takes place on the condition that the products or services ordered are legally admissible and are actually available. If it is not possible for Tonos to accept the customer's offer, the customer will be informed that the order is not available rather than receiving a confirmation of the order. Any payments already made by the customer will be returned without delay.

The purchase of goods is only carried out only in appropriate amounts.

The purchase price does not include or contain any performance rights.

## Art. 3 Delivery

Delivery will be carried out immediately from the warehouse to the delivery address supplied by the customer.

Tonos is entitled to partial delivery and partial service if this is acceptable to the Contractual Partner. In the event of partial deliveries carried out by Tonos, Tonos will not charge any additional shipping charges and any additional costs will be covered by Tonos. Details concerning expected delivery deadlines are non-binding unless Tonos specifically provides the Contractual Party in written form with an express and binding agreement.

## Art. 4 The Consumer's right of withdrawal

If the customer can be regarded as a consumer in the sense of the Civil Code (BGB) (see Art. 13 BGB-Consumer, Art. 14 BGB-Business), then he is entitled to withdraw his declaration of intent from the purchase contract without sighting any reasons within 14 days after receipt of the goods/order in written form (for example via E-mail, letter, fax) and/or by returning the products or order to Tonos. The period begins upon receipt of this information at the earliest, but not before the receipt of the goods. Notification of withdrawal or prompt return of the goods is sufficient to safeguard the period of withdrawal.

The written form of the withdrawal is to be sent to the following addresses:

- Mail: Tonos Music Publishing oHG, Lange Straße 89a, 76530 Baden-Baden, Germany
- E-mail: tmpcontact@tonosmusic.com
- Fax: +49 7221 18957-25

The return address for goods is the same as the above address/postal address. The customer bears the burden of proof for the dispatch of the goods which are to be returned.

In the event of an effective withdrawal in which the goods which the customer received have become totally or partially damaged or cannot be returned in whole, or in which the goods can only be returned in worse condition than when they were received, the customer is obliged to compensate Tonos for the damage. This does not apply to the relinquishment of articles if the degradation of the article is exclusively due to its guaranteed and/or utilised usage, or if it is to be ascribed to the examination - which would have been possible for the customer in a shop. However, the customer can avoid the obligation to compensate for lost value by not using the article as an owner would and avoiding doing anything to the product which could lead to a loss in its value.

The cost incurred by returning an article is to be born by the customer if the delivered goods are those that were ordered and if the order value does not exceed € 40.00 or, if the price is higher, if the customer has failed to present payment in part or full at the time of the recall. Otherwise Tonos will reimburse the contractual partner the cost of returning the return shipping. For payment abroad, the costs of transferring money may be deducted from the purchase price, which is to be compensated. Tonos will make full use of its rights of retention up until the complete return of the goods.

The right of withdrawal is not applicable in the following cases:

- in the event of contracts for goods which have been produced according to customer specifications or which have been clearly tailored for personal use (particularly editions of sheet music created at the behest of the customer, or sheet music for specific ensembles at the behest of a customer) or which, due to their composition, are not suitable for return - compare BGB Art. 312 b Para. 4, Number 1;
- in the case of contracts for the delivery of audio and video recordings or software if the data storage medium has been unsealed by the customer.

## Art. 5 Minimum order amounts / Delivery with an anti-reproduction mark /

### Author and publisher's copyrights

Editions of choir music will only be delivered from a minimum order amount which reflects number of singers in a choir. Choral music compilations (such as choir books, choir booklets or song books) are not exempt from the above minimum order clause. In individual cases, it is possible to deviate from this rule should plausible reasons exist. As long as the customer is the consumer, the delivery of individual music scores will occur in normal household amounts. Tonos reserves the right to place a limit on the amounts ordered.

In order to prevent illegal duplication, Tonos is entitled to provide individual copies of choral music editions/choral music compilations with a transparent anti-reproduction mark. This may slightly impair the readability of some sheet music. These editions may be exchanged free of charge in the event of a subsequent order for the choir.

The specified musical components of the contract (sheet music/documents/ materials) are copy-

Lange Straße 89a  
76530 Baden-Baden, Germany

Geschäftsführende Gesellschafter  
Marian Golf und Dirk Fleischer

righted by the author and the publishing firm. The sheet music itself is protected and is further individually protected according to publishing law. Customers are not allowed to use the material completely or partially in extracts and/or in adaptations, nor to copy, transcribe, digitalise and/or in any other way reproduce the whole or part of the document using any kind of technical process whatsoever. The use of the musical components in any kind of audio/visual production, digital recording (online/offline), transference, or making available in any way which exceeds the author's copy write for private use is expressly forbidden without written agreement from Tonos. Performances as such, performances with a drama/musical character, such as choreographies, miming or gesture-related presentations - with or without costumes, with or without backdrops - as well as combinations of works of any kind are not the subject of the purchase contract and require a specific written agreement with Tonos. A contract on this matter is to be concluded promptly with Tonos before the presentation/use in question.

## Art. 6 Reservation of proprietary rights

Until the complete settlement of all claims against the purchaser/customer/contractor, the delivered goods shall remain the property of Tonos.

The customer is obligated to inform Tonos immediately in written form in the event of any access of a third party to its property, in particular in the case of the enforced sale of collateral as well as any damage directed towards their property. Any damages and costs resulting as a consequence of neglecting to fulfil this obligation or which result from necessary measures of intervention against a third party are to be compensated by the customer/contractor. If the customer/contractor behaves in a manner contradictory to the fulfilment of the contract, particularly if the customer fails to fulfil their payment obligations to Tonos despite a reminder, is Tonos entitled to withdraw from the contract and demand that any products still in the possession of the customer be returned, after previously setting an appropriate deadline. The revocation or seizure of goods by Tonos represents a withdrawal from the contract. Any postage costs thereby incurred are to be born by the customer/contractor. Tonos is entitled to the use of the products once they have been returned. The proceeds of sale can be deducted from any remaining obligations owed by the customer/contractor, minus appropriate sales costs.

## Art. 7 Due date / default payments / Compensation

The purchase price is due immediately upon the placement of an order.

Deliveries within Germany can be paid via credit card (Visa or Mastercard) or after the receipt of a bill by bank transfer to one of Tonos' accounts. Orders from abroad will only be accepted with advance payment via credit card (Visa or Mastercard) or by bank transfer to one of Tonos' accounts. Should the customer/purchaser/contractor fall into arrears with the Payment, Tonos is entitled to charge default interest to the amount of 5 % above the basic level of interest (BGB Art. 288). If the contractual party is not the consumer, the default interest rates will rise to 8 % above the actual basic rate of interest from the point of the default.

The contractual partner is entitled to compensation in as much as and in so far as any counter claim is legally acknowledged, established or undisputed by Tonos. A right of repayment can only then be made valid by the contractual partner when the counter claim is based on the same purchase contract/contractual relationship.

## Art. 8 Guaranty

According to the following rules, Tonos shall assume responsibility for any defect which is present upon transfer of the goods during the guaranty period of two (2) years or respectively of one (1) year in the case of used goods.

The customer will, in the case of any deficits, inform Tonos in writing immediately within the two year deadline. Should a deficit be present for which Tonos is accountable, Tonos will either remove the problem by removal or by providing a replacement according the wishes of the customer. Should the provision of a replacement or the rectification of the problem prove unsuccessful, or Tonos is unwilling or unable to do so or delays doing so for an unacceptable amount of time for reasons which Tonos is to specify, the customer will be entitled to terminate the contract or to demand a decrease in the purchase price.

## Art. 9 Data protection

Customer data will be saved and edited in accordance with the regulations of the German Data Protection Act, the Telecommunications Act as well as the Tele Services Data Protection Act. The customer has the right to information as well as a right to correct, block and delete of their any saved data. In such cases, the customer should write via E-mail to the address tmpcontact@tonosmusic.com or inform Tonos of their wishes via post.

Tonos undertakes to protect the private sphere of all individuals who shop within their store and to maintain the confidentiality of their personal. Tonos uses customer data exclusively to enable Tonos to fulfil the contracts with the customers in question.

Tonos does transfer any customer data onto third parties. Tonos only sends E-mails to its customers if the latter have declared their consent for Tonos to do so.

Tonos uses encryption technology when receiving or sending personal information/data in order to achieve maximum data confidentiality.

Personal data is protected with a password.

## Art. 10 Liability

Tonos assumes absolute liability for damages resulting from the absence of characteristics which Tonos has warranted as well as for damages which have been caused by the intent or gross negligence of one of their legal representatives or executives.

Liability for miscellaneous damages incurred to the customer accrues due to a delay by Tonos, through an importunity for which Tonos is responsible or through the breach of an obligation, the fulfilment of which being essential in achieving a contractual goal (contractual obligation), is limited to damages which are typical and predictable based on the contractual use of the good. In such a case the liability is limited to an amount double the paid purchase price of the applicable order.

Further liability, particularly for damages which are not specifically related to the goods themselves, for lost profit or other damages to the customer's property is excluded.

## Art. 11 Final Provisions

Any disputes arising from this legal relationship are subject to German law.

The UN Convention on Contracts for the International Sale of Goods (CISG) does not apply. If the contracting parties are business people, then the court at Tonos' place of business will be competent insofar as the causes of the dispute do not require a specific court of jurisdiction. The same jurisdiction applies if the purchaser does not have general jurisdiction in their country.

Tonos is entitled to amend these general business terms and conditions at any time.

In the event that individual clauses of the contract are ineffectual, the legal effect of the remaining clauses of the contract concerning the business relationship shall not be affected.

www.tonosmusic.com

A contract on renting publisher's material is herewith made between Tonos Music Publishing oHG (hereinafter called the publisher) and the client/enquirer (hereinafter called the client) on renting material from the publisher on the basis of supply and demand.

## § 1 Subject Matter of the Contract

The client rents material from the publisher under the provisions of the rental agreement.

## § 2 Material Delivery

Material delivery will be at the client's risk and expense but will not occur before the rental material contract has been made and the agreed fee paid. The publisher cannot accept any liability whatsoever for delayed delivery.

The condition, content and completeness of the performance material supplied by the publisher must be checked immediately on receipt. Any and all complaints must be advised the publisher promptly within three days at the most. Thereafter no such complaints will be accepted.

## § 3 Material Rental

The material rental fee plus processing and shipping costs and VAT for the contractually agreed performance/s is due and payable as provided for in the rental agreement prior to delivery of the material. Tax-free export to third countries within the meaning of § 4 no. 1.a together with § 6 UStG (German VAT Act) is not affected by this provision.

Should any amendment, supplement or rewrite of the material rental agreement and associated documents for which the client is liable be or become necessary then costs reimbursement of 60 (sixty) Euros plus VAT for each and every transaction shall be due and payable the publisher. Taxfree export to third countries within the meaning of § 4 no. 1.a together with § 6 UStG (German VAT Act) is not affected by this provision.

## § 4 Returning the Material

The performance material must be returned at the client's risk and expense promptly a fortnight after the last performance at the latest or when the agreed rental period expires according to the delivery note. The material must be properly packaged when shipped back to the publisher and accompanied by a return mail note. If it is not returned promptly as above then half the agreed rental fee shall be due and payable for each month or part thereof of delay.

## § 5 Custody of the Material

The risk of loss, damage, destruction or uselessness passes to the client when the performance material is shipped. The client is liable up to the new value of said material if the material is damaged, lost, destroyed or becomes useless. The damages compensation to be rendered by the client in such case is equal to the cost of purchasing, manufacturing and shipping costs but at least the agreed rental fee.

## § 6 Contract Term

This contract's term commences when the material in question is ordered and expires when said material is returned to the publisher in accordance with the rental agreement. The return date will be documented in accordance with said agreement.

## § 7 Performance Cancellation or Delay

Should the performance/s in question be cancelled or delayed the publisher must be advised of same without delay and the material concerned returned to them promptly but within a week at the latest. Half the agreed rental fee is due and payable in such case. If the publisher isn't so advised then the entire rental fee agreed becomes due and payable.

The publisher must be promptly advised of any performance being delayed. If said performance/s is/are not given within two months of its/their original date then the publisher will charge the client half the rental fee invoiced as cancellation fee.

The material is always to be returned promptly and completely to the publisher in the event of performance cancellation and/or delay of two months or more.

## § 8 Scope of Rights Assignment / Utilisation Rights

The client may only use the material for the performance/s agreed. The client may not make extracts from, create their own version/s of, make copy/copies of, digitalise or plagiarise same either in whole or in part by any means whatsoever.

Utilisation of the rental material for any form of audio/audio-visual music production (e.g. CDs etc.), digital storage and/or dissemination of same (online/offline/streaming, downloads, etc.), transmission, onforwarding or otherwise making it accessible/useable by/to any third party either in whole or in part is expressly forbidden without explicit written permission from the publisher and separate legal contract. The same applies mutatis mutandis to dramatic-musical performance/s (e.g. operas), performance/s using mime or gesture with or without costume/s, scenery and/or works related to it.

The client may not make the rental material accessible to any third party and/or loan it to them and/or assign it to them and/or rent it to them either in whole or in part. The client will be liable to the publisher for all and any damages incurred due to any breach of this provision.

## § 9 Right of Performance

The right to publicly perform the material is not any part of the subject matter of this contract but must be acquired from the owner/s - such as the GEMA - by contacting their relevant department/s, e.g. VG Musikedition Kassel (responsible for editions).

Agreed performance must be registered and such registration include details of all persons with rights in same (composer, reviser, text writer, translator, publisher, etc.). If such registration is not performed as legally required then the client shall be liable to the publisher for the lost performance payment/s unless the right/s and/or title/s owner/s involved decide/s otherwise.

## § 10 Use without approval, increased costs, contractual penalties

If the client breaches any foregoing provision, such as by exceeding the agreed utilisation scope or use for other than the agreed purpose/s, then they undertake to pay the publisher triple the fee due and payable for approved use of the affected part/s of the rental material/s in question. No subsequent approval of any such use is associated therewith.

If the client copies or loans out or loans out for gain in breach hereof then they must pay a lump sum contract penalty of €2,000.00 to the publisher in each and every case. No subsequent approval of any such use is associated therewith.

The publisher reserves the right to assert claim/s for damages in law.

## § 11 Management

If client, organiser and performer are not identical then the client acts both for themselves and for the parties they represent and their legal heirs and successors. The client must safeguard contract performance in such case.

## § 12 Mediation of performance materials

In the event of the material/s in question being supplied by an agent, the agent must advise the user/s of said material/s of this material/s rental agreement. Should the agent fail to fulfil this requirement he shall be held fully liable under the provisions herein.

## § 13 Final provisions

Any and all amendments and/or supplements hereto must be in writing to be effective.

Should any provision herein be or become null and void for any reason whatsoever this will not affect the remainder. Any such provision will be replaced by mutual agreement with a legally effective one coming as close as legally possible to the original intent of the parties hereto. If no such provision can be agreed on then the usual German legal provisions for such cases apply. The same applies mutatis mutandis should the contract prove to have any loophole.

This contract is made in German law. The UN Convention on the International Sale of Goods does not apply. Place of jurisdiction is the publisher's registered head office location insofar as legally feasible.

## Special Provision on Utilisation Rights in Choral Editions

Photocopying scores is forbidden per § 53 paragraph 4 Urheberrechtsgesetz (UrhG) (German Copyright Act). The right of original use of choral editions (works carriers) must be acquired as dictated by the choir strength (number ordered). Use of single editions other than for strictly private

purposes is subject to agreement by Tonos. The score itself may not be reproduced and/or electronically stored and/or transmitted in any way whatsoever without Tonos approval. This includes in purely mechanical form, including photocopying.

## Important legal considerations

The representational work of musical art including all of its (individual) parts is protected by copyright. The printing of sheet music is also protected by copyright and is individually protected by publishing rights. Any use of the music or use of the medium of data beyond private use is subject to an agreement with Tonos. No part of the composition (work) contained therein is to be edited in any form without the allowance of Tonos. The printed sheet music itself must not be reproduced or stored and/or transferred electronically or mechanically in any form whatsoever without the agreement of Tonos. This includes photocopies. The rights to the original use of the medium of data/the printed sheet music (for instance for the purpose of a public exhibition or

performance, teaser/production and or editing or changing) must be applied for in the form of rental publisher's material from Tonos.

We recommend that the general business terms and conditions as well as the transaction data should be printed out and be kept in an easily accessible place.

BGB [Bürgerliches Gesetzbuch - German Civil Code]:

<http://www.gesetze-im-internet.de/bgb/index.html>

The Federal Commissioner for Data Protection and Freedom of Information:

<http://www.bfd.bund.de/>

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