

GoodToGo GmbH · Von-Hünefeld-Str. 2 · D-50829 Köln

## GOOD TO GO GMBH (“GOOD TO GO”) RULES & REGULATION FOR RETURNS

– Revised July 2008 –

Returns resulting from MRP mismatches are excluded on principle. If express individual agreements reached between Good To Go and the Customer contain terms conflicting with these Rules & Regulations, then such individually agreed terms shall apply; otherwise these Rules & Regulations shall apply.

### 1. REQUEST

Permission for returns must be requested from Good To Go by the Customer in writing (c/o returns department). The request may be sent by Phononet or by email to [returns@goodtogo.de](mailto:returns@goodtogo.de) attaching an Excel file listing the items to be returned. In each request, it is compulsory to provide the following particulars:

- Customer ID
- 8-figure album ID
- Performer
- Title
- Number of units
- Reason for the return

Good To Go shall review each request for a return and send the Customer written permission if the items are returnable.

### 2. NON-RETURNABLE ITEMS

In any case, the following items are non-returnable:

- Vinyl products
- Items noted in Good To Go's monthly deletion lists once the return deadline has expired
- Imports or limited editions
- Other items marked non-returnable in Good To Go's quotation lists
- Items for which a return request is filed more than twelve (12) months after the consignment has been delivered to the Customer

- Items where the date of first release documented in the materials management system is less than 92 days before the date of the return request
- Items not or no longer distributed by Good To Go on the date on which the return request is filed
- Bargain items (items whose sales price on the date of delivery is more than forty percent (40%) below Good To Go's quoted normal price paid to dealer)
- Rebates in kind

### 3. SENDING BACK RETURNS

Goods being returned with Good To Go's permission must have the relevant valid return sticker attached and must be received by Good To Go within four (4) weeks of permission being granted, whereby the date of the notice of permission shall be binding. All returns must be sent freight paid only (franco domicile) to Good To Go Distribution GmbH, Waren- und Versandlager (Goods and Distribution Centre), Südstrasse 48, 44625 Herne, Germany. Good To Go shall not issue a credit for any returns ~~where the four-week return deadline has expired~~ (i.e. which are not received by Good To Go within four weeks of the notice of permission being issued).

If a credit note is to be issued, it is compulsory for the request to be duly filed and for the goods returned to be in proper saleable condition (i.e. the goods must be in the same mint condition they were in on being delivered to the Customer by Good To Go; this implies that items are not saleable e.g. if the cover has been scratched, stuck or labelled or had anti-shoplifting devices attached). If any consignments are received by Good To Go for which no permission has been issued (i.e. consignments lacking Good To Go's relevant valid return sticker) or which are not freight paid, then Good To Go shall be entitled to refuse acceptance. Alternatively, consignments for which Good To Go has not issued permission or the Customer has not paid the freight may be sent back to the Customer at cost, or destroyed at cost by arrangement with the Customer.



www.goodtogo.de  
info@goodtogo.de

Sales &  
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**Cologne Head Office**  
Tel +49 (221) 99075 - 0  
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#### 4. CREDIT AMOUNTS

Provided they are in saleable condition, items released for return by Good To Go and actually sent back to Good To Go by the Customer within the four-week period allowed shall be credited to the Customer as soon as possible, applying the respective invoiced amount as documented in the transaction records and deducting any discounts granted. Credit amounts may not be arbitrarily deducted and/or offset against outstanding invoices by the Customer itself. If bargain priced items are returned, the respective price of the goods on the date of delivery shall apply. Good To Go reserves the right to issue an *ex gratia* credit for items no longer in saleable condition, combined with a deduction of one euro (€1) for each returned unit.

#### 5. COMPLAINTS

In the event of complaints due to obvious material defects, wrong deliveries and/or wrong quantities, the relevant provisions of Good To Go's Standard Business Terms shall apply exclusively.

In any such cases, the following details must be provided in addition to the particulars specified in Item 1 of these Rules & Regulations:

- (a) The relevant order number
- (b) The date of order
- (c) The reason for the complaint

#### IMPORTANT NOTE:

**In all other respects, Good To Go Distribution GmbH's Standard Terms of Business as revised at the time shall apply**

GoodToGo GmbH  
Von-Hünefeld-Str. 2  
D-50829 Köln  
Germany  
ILN  
43 99902 01509 7

Geschäftsführer  
Managing Director  
Frank Stratmann

Handelsregister  
Trade Register  
AG Köln HRB 58 201

Umsatzsteuer-ID  
VAT-ID  
DE 250290042

Steuernummer  
Tax No  
217 / 5738 / 0470

Adresse Lager / Retouren  
Warehouse / Returns address  
GoodToGo GmbH  
Südstr. 48  
D-44625 Herne  
Germany

Bankverbindung  
Bank Details  
Bank Commerzbank Herne  
Konto Nr 571 909 100  
BLZ 430 400 36  
IBAN DE47430400360571909100  
SWIFT/BIC COBA DE FF XXX

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Geschäftsbedingungen. Einsehbar  
unter [www.grooveattack.com/agb](http://www.grooveattack.com/agb)  
Our general Terms & Conditions apply.  
See [www.grooveattack.com/terms](http://www.grooveattack.com/terms)