

General Terms and Conditions

1. Scope and Contractual Partner

1.1. These General Terms and Conditions (GTC) are a legally binding part of any contractual agreement that you enter into with us. In the context of this document, “we”, “us”, “our” or other grammatical variations thereof, as well as “Convex Audio”, refer to the contracting partner:

Convex Audio
Jan N. Beier
Löwenzahnweg 9c
12357 Berlin
Germany

You may contact us via e-mail at: info@convexaudio.com

The use of “you” and “customer” refers to both consumers and traders (businesspersons), whichever applies to you. These GTC apply to all types of customers, unless explicitly stated otherwise.

1.2. These GTC apply exclusively. Conflicting terms and conditions are inapplicable unless explicitly agreed to by us in writing. Individual provisions that were explicitly agreed to by you and us shall prevail.

1.3. Some terms and sections have been localised in order to comply with local laws. These terms or sections are preceded by a note that explains applicability. Localised terms or sections supersede any general terms or sections, where conflicts may occur.

2. Order Procedure

2.1. Any presentation of goods or description of services on the <https://convexaudio.com> website or elsewhere is merely informational and does not constitute a legally binding offer.

2.2. By clicking any of the PayPal-supplied payment buttons and proceeding with the payment, you place a binding order for the goods that are listed on the respective order page. If you pay with an immediately effective payment method, the contract is concluded as soon as you receive the order confirmation from us. At the latest, the contract is concluded when you receive the goods or an invoice from us, depending on which occurs first.

2.3. The contractual language is English. Communication may also occur in German if both parties agree to it. These GTC, as written in English, apply regardless.

2.4. The information you provide on the order form must be truthful to the best of your knowledge. You are liable for any fees and other costs that may arise due to providing false information.

3. Prices and Conditions of Payment

3.1. Unless agreed to otherwise, the prices on our website apply. The prices on our website do not include value-added tax (VAT) as we are not required to collect VAT and have opted not to do so at this time. The legal basis for this is § 19 Umsatzsteuergesetz (UstG) in Germany and the corresponding legislation of the European Union (EU). In other countries and jurisdictions, similar thresholds and regulations apply. The prices shown on our website are therefore the final prices in EUR (€).

3.2. All payments to us are to be made solely in EUR (€).

3.3. If you are ordering from a non-EU country, additional customs, duties, import value-added tax or other fees may be collected, on which we have no influence. It is on you to be aware of, and pay for, any such additional costs.

3.4. We only accept payment via PayPal. The use of “PayPal” refers to the online payment service provider PayPal (Europe) S.à.r.l. & Cie. S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg. Depending on your country of residence, PayPal’s conversion rates from your local currency to EUR apply.

4. Delivery and Delivery Times

4.1. The delivery of licence keys is exclusively by e-mail. In cases where the software for which you purchased a licence is not available for download pre-purchase, the software itself or a download link for the software will also be sent to you via e-mail.

4.2. These e-mails will be sent to you as soon as our payment service provider confirms your successful payment. Depending on your chosen payment method, this is expected to only take a few minutes. However, issues with your payment or technical issues with our payment service provider or server may delay this delivery. In such cases, we will send you the appropriate e-mails containing your goods no later than 10 days after your complete and successful payment.

5. Transfer of Risk

The risk of accidental loss and accidental deterioration of the goods is transferred to you with the receipt of the goods. In the case of goods that you download from our website, this is at the time of download. In the case of goods that are sent to you by e-mail, this is at the time that you receive that e-mail.

6. Retention of Title

We retain ownership of any goods until the complete payment of the purchase price.

7. Warranty and Guarantees

NB: THE STATEMENTS (7.1.) TO (7.5.) EXCLUSIVELY APPLY TO CUSTOMERS FROM EUROPE:

7.1. The legal warranty applies. We do not provide any guarantees in a legal sense.

7.2. We specifically neither warrant nor guarantee that our software works without limitations with any particular plug-in host software. In cases where you may download our software before purchasing, it is on you to thoroughly check our software for compatibility with your plug-in host software to the extent possible.

7.3. If you are a trader or businessperson in the sense of §14 of the German Civil Code (BGB), the statute of limitations for claims based on warranties is one year from the transfer of risk.

7.4. If you are a consumer in the sense of §13 BGB, the statute of limitations for claims based on warranties is two years from the transfer of risk.

7.5. Note that deviations from these limitations may apply for damages that fall under the German Act on Liability for Defective Products (Product Liability Act).

NB: THE FOLLOWING STATEMENTS (7.6.) IN THIS SECTION EXCLUSIVELY APPLY TO CUSTOMERS WHO HAVE ACQUIRED ANY OF OUR PRODUCTS OR SERVICES OUTSIDE OF EUROPE:

7.6. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR PRODUCTS AND SERVICES ARE PROVIDED "AS IS". WE DO NOT PROVIDE ANY IMPLIED OR EXPRESS WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WARRANTIES REGARDING QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, OR ACCURACY. YOU ACKNOWLEDGE THAT YOU USE ANY OF OUR PRODUCTS AT YOUR OWN RISK. THIS EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU IN PART OR WHOLE, IF AND ONLY IF THE APPLICABLE STATE OR JURISDICTION DOES NOT ALLOW SUCH AN EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF CONSUMERS.

8. Limitations of Liability

8.1. We are not liable for any damages beyond the legally required minimum.

NB: THE STATEMENTS (8.2.) TO (8.6.) EXCLUSIVELY APPLY TO CUSTOMERS FROM EUROPE:

8.2. We shall be liable without limitation for damages to life, body and health resulting from a negligent or intentional breach of duty by us, as well as for damages covered by liability under the Product Liability Act, and for damages resulting from intentional or grossly negligent breaches of contract or fraudulent intent by us.

8.3. We are also liable for damages caused by ordinary negligence, insofar as this negligence concerns the breach of such contractual obligations, the fulfilment of which is of particular importance for achieving the purpose of the contract (cardinal obligations). However, we shall only be liable insofar as the damages are typical of the contract and foreseeable. Otherwise, we shall not be liable for ordinarily negligent breaches of secondary obligations that are not essential to the contract.

8.4. Our liability for damages due to the loss of data due to ordinary negligence is limited to the typical foreseeable damages that would have been incurred for a recovery effort if you had made regular and proper backups of your data.

8.5. The statutory limitation periods apply.

8.6. Any further liability is excluded regardless of the legal nature of the claim asserted.

NB: THE FOLLOWING STATEMENTS (8.7.) IN THIS SECTION APPLY TO ALL CUSTOMERS WHO HAVE ACQUIRED ANY OF OUR PRODUCTS OR SERVICES OUTSIDE OF EUROPE:

8.7. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE SHALL NOT BE LIABLE WHATSOEVER FOR DAMAGES OF ANY KIND THAT MAY RESULT FROM THE USE OF ANY OF OUR PRODUCTS OR SERVICES IN ANY WAY OR MANNER. THIS INCLUDES BUT IS NOT LIMITED TO ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, DAMAGES FOR BUSINESS INTERRUPTIONS, LOSS OF PROFITS, LOSS OF INFORMATION, DAMAGES DUE TO COMPROMISING THE SECURITY OF YOUR COMPUTER, FILES, OR OPERATING SYSTEM, OR FAILURE TO PROVIDE SUPPORT SERVICES. IN ANY CASE, OUR LIABILITY SHALL BE LIMITED TO THE AMOUNT THAT YOU ACTUALLY PAID FOR THE PRODUCT OR SERVICE.

THIS EXCLUSION OR LIMITATION OF LIABILITY MAY NOT APPLY TO YOU IN PART OR WHOLE, IF AND ONLY IF THE APPLICABLE STATE OR JURISDICTION DOES NOT ALLOW SUCH AN EXCLUSION OR LIMITATION OF LIABILITY.

9. Right of Withdrawal

Consumers in the European Union (EU) have the right to withdraw from this contract within 14 days from the day of the conclusion of the contract without giving any reason, under the following conditions:

Right of withdrawal

The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To withdraw from your purchase, you must inform us of your decision to withdraw from this contract by an unequivocal statement, e.g. by e-mail or by post. You can contact us at:

Jan N. Beier
Löwenzahnweg 9c
12357 Berlin
Germany

Tel.: +49 176 28996821

E-mail: info@convexaudio.com

Contact form on our website: <https://convexaudio.com/contact/>

You may use the following model withdrawal form, but it is not obligatory.

MODEL WITHDRAWAL FORM

(If you want to withdraw from this contract, complete this form and return it to us)

- To Jan N. Beier, Löwenzahnweg 9c, 12357 Berlin, Germany, E-mail: info@convexaudio.com,
- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),
- Ordered on (*)/received on (*),
- Name of consumer(s),
- Address of consumer(s),
- Signature of consumer(s) (only if this form is notified on paper),
- Date

(*) Delete as appropriate.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal:

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

Notice on the expiry of the right of withdrawal:

In the case of a contract for the delivery of digital content that is not contained on a tangible medium, the right of withdrawal expires as soon as we begin with the performance of the contract after

- i) you have explicitly consented to us beginning with the performance of the contract before the expiry of the withdrawal period, and

- ii) you have acknowledged that by giving this consent, you lose the right to withdraw from the contract with the beginning of the performance of the contract, and
- iii) we have provided you with a confirmation in accordance with §312f BGB.

10. Intellectual Property Rights

10.1. Excluding the download links for our software which are labelled as such, any content on our website and elsewhere is for demonstration only and may not be downloaded or otherwise used without prior written agreement by us. All of our content, including but not limited to the Convex Audio logo, videos, images and texts, is protected by copyright unless explicitly noted otherwise.

10.2. We retain the ownership of any and all rights to our products and their constituents. This includes, but is not limited to, the source code, logos and other design elements, documentation and more. You only acquire the right to use our software products via a licence when purchasing a product from us. You do not purchase the actual software.

10.3. You may not attempt to decompile, reverse engineer, disassemble or otherwise change our software or any parts thereof, as well as accompanying materials.

10.4. You may not attempt to authorise our software by any malicious means.

10.5. Any third parties that own trademarks, copyrights or other intellectual rights to content on our website and elsewhere retain their respective rights.

11. Licence Rights

11.1. You may only use any of our software if you acknowledge, accept and adhere to the respective product-specific End User Licence Agreement (EULA) as well as these GTC and any additional agreements that may exist for a given product.

11.2. Upon the complete payment of the purchase price, we grant you a simple, personal, non-exclusive, and non-sublicensable licence to use the software for its intended purposes. Please refer to the respective product EULA for more information.

11.3. If your licence to use our software is revoked for any reason, you must cease its use immediately and delete all data that is related to our software. Exceptions regarding the deletion of data may apply when there is a specific legal reason that prohibits you from doing so.

11.4. If you want to purchase a product from us that has specified technical requirements, please make sure that you meet those minimum requirements before purchasing. If the product is available for download prior to purchasing, please install the software and check the general compatibility before purchasing.

12. Final Provisions

12.1. The legal basis for all contracts with us is the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CSIG). Consumers who regularly reside abroad in a member state of the European Union can also rely on the mandatory applicable laws of the state in which they reside.

12.2. The contractual language is English. The contractual language may also be German if both parties agree to this in writing.

12.3. For customers that are a trader or businessperson in the sense of §14 BGB or a legal entity under public law, the legal venue and place of performance is Berlin, Germany. We retain our right to file suit against you at your place of residence or domicile.

12.4. If a contract with us requires the communication of any intent to occur in writing, this shall also be fulfilled by the use of the text form by e-mail.

NB: THE FOLLOWING STATEMENTS IN THIS SECTION (12.5.) EXCLUSIVELY APPLY TO CUSTOMERS WHO HAVE ACQUIRED ANY OF OUR PRODUCTS OR SERVICES OUTSIDE OF EUROPE:

12.5. Where applicable law allows, these GTC are governed by the federal laws and state laws of the state of New York and of the United States of America to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CSIG), contrary to the statements in (12.1.). In that case, the legal venue and place of performance is Manhattan, New York, U.S.A, contrary to the statements in (12.3.).

Otherwise, where applicable law allows, the legal basis for all contracts with us is the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CSIG). In this case, the legal venue and place of performance is Berlin, Germany.

We retain our right to file suit against you at your place of residence or domicile or the Federal Republic of Germany.

By agreeing to these GTC, you waive any right to participate in any type of lawsuit brought and/or maintained as a class action.

13. Consumer Dispute Resolution

We are not required to participate in a dispute resolution procedure before a consumer arbitration board and do not do so.

These General Terms and Conditions were last updated: November 2025