

## General Terms & Conditions Guitar Patrol

### **Article 1 – Definitions**

In these General Terms and Conditions the following expressions shall have the following meanings:

1. Guitar Patrol: the natural or legal person who provides distance marketing of customer products and/or services;
2. Customer: the natural person not acting in the exercise of profession or business, and who enters into a distance contract with Guitar Patrol;
3. Means of distance communication: a medium which can be used to enter into an agreement, without physical proximity of the customer and Guitar Patrol, such as (but not limited to) by fax, telephone and internet;
4. Distance contract: an contract in which, up to the conclusion of the contract, exclusive use is made of one or more means of distance communication in the system organized by the vendor or service provider (Guitar Patrol) for distance sale of products and/or services;
5. Right of withdrawal: the option for customers to withdraw from the distance contract within the cooling-off period;
6. Cooling-off period: the period during which the customer may avail of his right of withdrawal;
7. Day: calendar day;
8. Long-term transaction: a distance contract concerning a number of products and/or services, for which the offer and/or purchasing obligation is spread over a longer period;
9. Long-term data storage media: any means that allow the customer or Guitar Patrol to store all information which is directed to him/her personally, in such a way that allows for future consultation and unaltered reproduction of that information.

### **Article 2 – Company Details**

Company Name: Guitar Patrol

Legal address (not open to the public):

Achillesstraat 118

1076RJ Amsterdam, the Netherlands

Phone: +31 (0)6 23 06 50 44

E-mail: [shop@guitarpatrol.com](mailto:shop@guitarpatrol.com)

VAT ID: NL002442153B23

Chamber of Commerce number: 34205669

### **Article 3 – Applicability**

1. These general terms and conditions apply to any distance contract entered into by Guitar Patrol and the customer, and to any offer made by Guitar Patrol.
2. Before concluding a distance contract, Guitar Patrol makes the text of these general terms and conditions available to the customer. If it is not possible to make the general terms and conditions available in advance, Guitar Patrol shall, before concluding the distance contract, indicate that the customer may consult the general terms and conditions and that on request, these shall be sent free of charge to the customer as quickly as possible. The text of these general terms and conditions may also be supplied to the customer electronically, in such a way that the customer can easily store it on a sustainable data storage medium. If this is not possible, before concluding the distance contract it will be specified where the general terms and conditions can be viewed electronically and that they will be delivered upon request from the customer, either via electronic means or otherwise;
3. If, in addition to these general terms and conditions certain product or service conditions apply, the second paragraph shall apply accordingly, and in the event of contradictory (general) conditions, the customer may always appeal to the applicable provision most favorable to him/her.

### **Article 4 – The contract**

1. The contract becomes valid the moment the customer accepts the offer and meets the terms and conditions, with due regard for the stipulations in paragraph 6 of this article.
2. If the customer accepts the offer via electronic means, Guitar Patrol shall immediately confirm the receipt of the acceptance of the offer via electronic means. Up to the moment the receipt of said acceptance has not been confirmed by Guitar Patrol, the customer may repudiate the contract.
3. If the customer has accepted the offer via electronic means, Guitar Patrol must take appropriate technical and organizational security measures for the electronic data transfer. Guitar Patrol shall take appropriate security measures into account if the customer is given the option to pay electronically. In this context, Guitar Patrol shall ensure a secure web environment.
4. Guitar Patrol shall send the following information along with the product or service, in writing or in such a way that it can be stored on a sustainable data storage medium by the customer in an accessible manner:
  - a. The legal address of the business establishment of Guitar Patrol where the customer may direct any complaints;
  - b. the information as stated in article 5, paragraph 3, unless Guitar Patrol already provided the customer with this information before the execution of the contract;
  - c. the information corresponding to guarantees for customer goods and after-sales services;
  - d. the conditions under which, and the manner in which the customer may avail of the right of withdrawal, or a clear notification with regards the exclusion from the right of withdrawal.
5. If Guitar Patrol has undertaken to deliver a series of products or services, the stipulation in paragraph 4 applies to the first delivery only.

6. Guitar Patrol may (within the limits of the law, obviously) gather information about the ability of the customer to fulfill his commitments, as well as all facts and factors relevant to a distance contract. If Guitar Patrol, acting on the results of this investigation, has sound reasons not to enter into the agreement, he is lawfully entitled to refuse an order or request, or to include special terms for its execution.

#### **Article 5 – The offer**

1. Guitar Patrol shall explicitly state if an offer is of limited duration, or if certain conditions apply.
2. The offer contains a complete, accurate and detailed description of the products and/or services provided, so that the customer is able to judge the product/service adequately. If pictures are used with the offer, they are to be real pictures of the products and/or services provided. Because prices, product descriptions and availability can change quickly, Guitar Patrol does not warrant the accuracy or completeness of the information provided on the Site. Also, Guitar Patrol may make changes to the information contained herein, including to the products described on the site, at any time, without prior notice to you (including after you have submitted your order). Information on this site is regularly updated, but it may not be current or complete at the moment you visit this site and may contain errors or inaccuracies. In no event shall Guitar Patrol or its service or product providers be liable to you in any manner whatsoever for any decision made by you, or for any act or failure to act by you, in reliance upon information provided at this site. *If a product you purchase does not match the description on the site, as your sole and exclusive remedy you may return the product, unused, to Guitar Patrol and receive a full refund of your purchase price.* Obvious mistakes or errors in the offer, for which it may be immediately clear to the customer as mistakes or errors, are not binding for Guitar Patrol.
3. With an offer, Guitar Patrol clearly indicates what the rights and duties of the customer are when accepting the offer. Important therein are:
  - the price including taxes;
  - if applicable, the delivery costs;
  - the negotiation procedure of the contract and how the customer may establish these negotiations;
  - delivery, payment or execution procedure of the contract;
  - the manner in which the customer may seek information about actions he/she does not require before concluding the contract, as well as the way he may correct these actions before the conclusion of the contract;
  - possible languages, including Dutch, in which the contract shall be entered into;
  - the minimum duration of the distance contract in the event of a long-term contract or a contract, including continuous or periodical delivery of products or services.
  - whether or not the right of withdrawal applies;
  - if the contract is filed after conclusion, how the customer can consult it;
  - the price of distance communication if the costs for using the technology for distance communication are calculated on a basis other than that of the service charge;
  - acceptance period of the offer, or the period for which the price will be honored.

#### **Article 6 – The price**

1. All prices of the offered products or services include VAT. Under no circumstances do we add hidden costs, such as taxes (VAT), packaging or delivery charges. Where these costs apply, they are to be indicated clearly with the offer.
2. The prices of the products and/or services provided will not be raised during the validity period stated in the offer, subject to changes in price due to changes in VAT rates.
3. With products or services whose prices are subject to fluctuations in the financial market that are out of the control of Guitar Patrol, Guitar Patrol may, contrary to the previous paragraph, offer products/services at variable prices, provided Guitar Patrol clearly indicates with the offer that prices may vary and that the prices indicated are target prices.
4. Price increases within three months of the conclusion of the contract are not permitted unless they are the result of statutory schemes or provisions.
5. Price increases after three months of the conclusion of the contract are not permitted unless Guitar Patrol has negotiated this, they are the result of statutory schemes or provisions, or the customer has the option to terminate the contract in the event of a price increase.

#### **Article 7 – Payment**

1. The amounts owed by the customer have, unless agreed otherwise, to be paid in full before any product will be shipped.
2. In the event of non-payment or default of payment on the part of the customer, Guitar Patrol may, unless lawful restrictions apply, charge any reasonable costs incurred to the customer, provided that the customer was informed of this beforehand.
3. The customer is to inform Guitar Patrol immediately of possible inaccuracies in the payment details provided or stated.
4. For services Guitar Patrol requires an advance payment of 50% of the agreed amount.
5. The customer may not assert any rights regarding the execution of fulfilling the order or of the service before the advance payment has been made.

#### **Article 8 – Right of Withdrawal with delivery of products**

1. When purchasing products, the customer has the right to repudiate the contract without specifying any reasons, for a period of 14 days, starting the day of receipt of the product, purchased by or on behalf of the customer.
2. In the event the customer wishes to avail of the right of withdrawal, he or she may only unpack or use the product to the extent necessary to judge whether or not he or she wishes to keep the product. During this period, the customer shall treat the product and packaging material carefully. The customer shall return the product with all delivered accessories and, in the original condition and with the original packaging, in accordance with the reasonable and clear instructions indicated by Guitar Patrol.

**Article 9 – Right of Withdrawal with the provision of services**

1. In the case of providing services, the customer has the right to repudiate the contract without specifying any reasons, for a period of 14 days, starting the day of the commencement of the contract.
2. The customer shall follow the reasonable and clear instructions to avail of his right of withdrawal, as provided to him by Guitar Patrol with the offer and/or at the latest, with the delivery.

**Article 10 – Costs in the event of withdrawal**

1. In the event the customer avails of his right of withdrawal, the maximum he or she shall be charged is the amount equal to that of the returning costs.
2. In the event the customer has made a payment, Guitar Patrol shall return this amount as quickly as possible, no later than 30 days after the return or withdrawal.

**Article 11 – Exclusion from the right of withdrawal**

1. The right of withdrawal may only be excluded by an Guitar Patrol if Guitar Patrol has clearly indicated this in the offer and in good time before commencing the contract.
2. Exclusion of the right of withdrawal is only possible for products:
  - a. that are custom made for the customer;
  - b. that cannot be returned due to their nature;
  - c. for audio, video and computer software of which the customer has broken the seal;
  - e. that were altered, made or ordered by Guitar Patrol in accordance to the specifications of the customer;
  - f. whose prices are subject to fluctuations in the financial market that are out of the control of Guitar Patrol;
3. Exclusion of the right of withdrawal in case of services is possible:
  - a. with contests and lotteries;
  - b. with services of which the delivery, with explicit consent of the customer, started before the cooling-off period expired;

**Article 12 – Long-term transactions**

1. When a contract is entered into for an indefinite period, the customer may terminate the contract at any time, with due consideration of the conditions for termination of the contract, and a period of notice of no more than one month.
2. The maximum term for a fixed-term contract is two years. If it has been agreed that the distance contract will be extended in the event of tacit consent of the customer, the contract shall be continued as a contract of indefinite period, and the period of notice after continuation of the contract shall be no more than one month.

**Article 13 – Delivery and execution**

1. When receiving and when executing product orders, as well as with the assessment of requests for the provision of services, Guitar Patrol shall execute these tasks with due diligence.
2. Guitar Patrol acknowledges electronic communication and shall not deny its validity or legal effects for the sole reason that the communication happens electronically.
3. If delivery of an ordered product turns out to be permanently impossible, Guitar Patrol shall make an effort to offer an equivalent replacement product. It shall be reported in a clear and comprehensible manner that a replacement product will be delivered at delivery at the latest. With replacement products, the right of withdrawal cannot be excluded and the customer is free to repudiate the contract, in which case any possible costs for return shipment shall be borne by Guitar Patrol.
4. Unless explicitly agreed otherwise, the risk of loss and/or damage to products shall remain with Guitar Patrol until the moment of delivery to the customer.
5. The address provided by the customer to Guitar Patrol shall be the place of delivery.
6. Guitar Patrol shall, considering the stipulations in Article 5, execute accepted orders with convenient speed, within 30 days, unless a longer delivery period was agreed. In the event of delay in delivery, or if an order cannot be delivered or only partially be executed, the customer shall be informed of this no later than one month after ordering. In such cases, the customer is entitled to repudiate the contract free of charge and a right to possible compensation.
7. In the event of repudiation under the preceding paragraph, Guitar Patrol shall return the payment made by the customer as quickly as possible, no later than 30 days after repudiation.

**Article 14 – Guarantee**

A guarantee arrangement provided by Guitar Patrol, manufacturer or importer cannot limit or set aside the rights and claims a customer has by virtue of the law and/or the distance contract regarding any shortcoming of Guitar Patrol in the fulfillment of the obligations toward the customer.

**Article 15 – Conformity**

Guitar Patrol guarantees that the products and/or services comply with the contract, the reasonable requirements of usability and/or reliability, and the existing provisions of the law and/or government regulations on the date the contract was entered into.

**Article 16 – Settlement of complaints**

1. Complaints about the execution of the contract are to be fully and clearly described and submitted to Guitar Patrol within a reasonable period after the customer has established the defects.
2. Guitar Patrol shall attend to and address the submitted complaints as quickly as possible, but no later than 14 days from the date of receipt. If a complaint is expected to require a longer processing time, Guitar Patrol shall answer within the 14-

day period with an acknowledgement of receipt and an indication of when the customer may expect a more comprehensive response.

**Article 17 – Governing law**

Contracts between Guitar Patrol and the consumer, to which these general terms and conditions apply, are strictly governed by Dutch law.