

GENERAL CONDITIONS FOR SUPPLY TO CONSUMERS

of:

Muziekmakelaar.com
Stonestreet 62
6828 CN Arnhem

Hereinafter referred to as seller

Article 1 Definitions

In these general conditions the following terms in the following meaning, unless otherwise indicated.

- Seller: Muziekmakelaar.com located at 62 Stonestreet, Arnhem these conditions apply;
- The buyer: a defendant who is an individual and not acting in the exercise a business or profession;
- The agreement means the agreement between the seller and the buyer;
- The issue: the article, the articles and / or services covered by an agreement to purchase and sale is closed;
- The consumentenkoop: the purchase and sale agreement with respect to a tax case, which is closed by a seller acting in the service of the user the general conditions and the consumer, a natural person who is not acting in the exercise of a profession or business.

Article 2 General

1. These conditions apply to every offer, tender and agreement between the seller and the buyer that the seller these conditions stated for if these conditions are not parties expressly and in writing.
2. The following conditions also apply to agreements with the seller, for which third parties should be involved.
3. Any exceptions to these general conditions are only valid if they expressly agreed in writing.

Article 3 Offers and Tenders

1. All offers and quotations are free and made in any written form, unless the seller for practical, urgent or other reasons for writing supply refrain. The offer provides for a date or date, or by date determinable.
2. The seller is only bound by offers and tenders if the acceptance writing by the consumer within 30 days. The offers and Tenders listed prices are denominated in Euros and include VAT but excluding the statutory mandatory disposal and any shipping / delivery, unless otherwise indicated.
3. The seller may not have been offers and bids be taken if the consumer to terms of reasonableness and fairness in society prevailing views, had properly understood that the listing or quotation or an part a manifest mistake or slip contains.
4. A compound quotation shall not oblige the seller to deliver one part of the in the listing or quotation including cases against a corresponding part of the specified price.
5. Offers and tenders shall not apply automatically to repeat orders.

Article 4 Establishment of an agreement

1. The agreement is concluded through the timely acceptance by the buyer and the sellers offer.

Article 5 Delivery

1. Unless otherwise agreed, delivery to store or warehouse of the seller.
2. The buyer is required to be purchased at the moment on which such available to him or to be made.
3. If the buyer refuses to purchase or is negligent in providing information or instructions necessary for the delivery of the purchased business, then the supply Articles intended to be stored at the risk of the buyer after the seller him this has informed. The buyer will then all additional costs are due.
4. Are the seller and the buyer delivery or shipping line, then made the delivery or shipment of purchases at the expense of the buyer unless the seller and the buyer have agreed otherwise. The seller reserves the right to delivery costs Billing separately for delivery.
5. If it is agreed that delivery will be executed in stages, the seller implementation of those parts to the next stage until the buyer the results of the preceding stage in writing.
6. If the seller information provided by the purchaser in the context of implementing the agreement begins after the delivery to the buyer that the seller to attention.
7. If the seller is a time for delivery specified, this indication. A delivery is never a deadline. The final delivery will delivery but never with more than one month group, unless there is overdue. Where this term, the buyer the seller in writing in default.

Article 6 Transportation

1. All goods ordered by the buyer, unless otherwise agreed by the Seller delivered on or sent to delivery to the agreed place in the manner prescribed in the order confirmation is given or subsequently agreed. All facilities for delivery of the goods / services are considered the risk of the purchaser granted.
2. The transport of the goods to a seller to determine manner.
3. The seller is insured for damage caused to or by transport. By receiving particular and thus acceptance of the case by the buyer, any lapse of liability of the seller for any damage to the case arising from or by the transport.
4. If the transport of goods for reasons depending on the wishes of the buyer not can continue, then the seller has the goods for the account and risk of the buyer to save, without prejudice to the right of user for payment of the purchase price to recovered.

Article 7 Guarantee

1. The seller warrants that the supplies meet the usual requirements and standards which can be made and are free of any defects, too.
2. The 1. that guarantee also applies if the goods to be delivered are destined for use abroad and the buyer of such use at the time of entering into the Agreement explicitly written notification to the seller.
3. The 1. that guarantee valid for a period of 24 months after delivery.
4. The seller provides the buyer a written guarantee. If this is true proof of purchase as evidence relating to the guarantee.
5. Where the case does not meet these guarantees, then the seller the case within a reasonable time after receipt thereof or, if return is reasonably not possible, after written notification in respect of the defect by the buyer within the first 6 months after the purchase date at the case of copper or replaced ensure recovery. In case of replacement, the buyer is by return the case to replace user and return the property on to user to provide. After the period of 6 months after the purchase date, the seller arrange for repair.
6. The latter mentioned warranty does not apply when the defect is created as a result of wear of rotating parts or wrijvende, injudicious or improper use or where, without the written consent of the seller, buyer or third parties changes

have been or have tried to bring the case or have used for purposes for which the case is not intended.

7. Assessment of the applicability of the warranty claim is made by a authorized technician associated with the wholesale of the case.

8. Where the case does not correspond with what was agreed and it is not compliance a defect within the meaning of the regulation of the product, then the seller is not liable for the resulting consequential damages.

9. In these terms and conditions specified in respect of warranty, shall not affect the warranty claims by the buyer under the law, all in compliance with these general conditions and contract provisions, including the nature and as to what the buyer is sold and delivered.

Article 8 samples and models

1. If the seller is a model or sample was shown or given to the purchaser, then is the seller for that matter they correspond, unless the provision or Show gold as a means of indication.

Article 9 of Ownership

1. The seller remains the owner of the case until the buyer has not complied with its commitments, including what he related to the failure its obligations could be above the principal.

Article 10 Inspection & Complaints

1. The buyer is obliged delivered at the time of (af) delivery, but in any case within the shortest possible time to (do) investigations. It is the buyer examine whether the quality and quantity of goods delivered correspond with what is agreed, at least meets the requirements of them in the normal (commercial) traffic apply.

2. Any shortages are visible within three days after delivery in writing to the seller reported with simultaneous delivery of the warranty and poor thing, unless this is impossible or unreasonably onerous to.

3. A non visible lack the buyer within eight days after discovery, but no later than within the warranty period to notify users in compliance with the preceding paragraph of this Article. After the warranty is the seller for any costs for repair or replacement, including administrative, postage and drive costs charge.

4. Where under the preceding paragraph gereclameerd time, the buyer undertakes to purchasing and payment of items purchased. Would the buyer to return defective goods, be done with prior written consent of the seller and the manner specified by the seller.

Article 11 Risk transfer

1. The risk of loss or damage to the products subject of the agreement shall pass to the buyer at the time of the buyer to legal and / or actually be delivered and in the power of the buyer or by the buyer to placed third.

Article 12 Price

1. If the vendor with the purchaser in the agreement a certain price match, the Seller shall nevertheless be entitled to increase the price, even if the not subject to price originally specified.

2. If a price increase occurs within three months after the conclusion of the agreement, the buyer the agreement by a written statement dissolve regardless of the percentage of increase, unless the price increase resulting from a competence or the buyer's obligation under the law, or if stipulated is that the episode longer than three months after the sale will take place.

Article 13 Payment

1. Unless otherwise agreed payment must be made net cash upon delivery.

2. If payment is not made in cash must be made within 30 days after

invoice date, within a specified manner by the vendor.

3. Objections to the amount of bills not suspend the payment.

4. After the expiry of 30 days after the invoice date, the buyer shall be legally in default; the buyer from the moment of failure act on the interest payments due payable of 3% per month, unless the statutory interest rates higher in which case the statutory interest rate applies.

5. In case of bankruptcy, receivership or guardianship, the progress of the seller and the obligations of the buyer to the seller immediately due and payable.

6. For delivery to payment of the products immediately after the conclusion of the agreement, and must pay in each case with delivery of the products made unless otherwise expressly agreed.

7. In the agreement will normally be an advance of than 50% agreed. If prepayment is made, the buyer may not any right to apply on the implementation of the relevant order or regarding the request for provision of service (s) before the stipulated advance took place.

Article 14 Suspension and Dissolution

1. The seller is responsible to fulfill their obligations to suspend or agreement, if:

- The buyer's obligations under the Agreement is not or not fully comply.
- After the conclusion of the contract the seller has been notified that circumstances giving good ground to fear that the buyer will not fulfill his obligations. In case there good reason to fear that the buyer only partially or not the obligations, the suspension is only allowed where the shortcoming justifies such action.

- The buyer at the close of the requested security for the fulfillment of his obligations under the agreement and this security or inadequate.

2. Furthermore, the seller the power to (do) dissolve if circumstances arise of such a nature that fulfillment of the agreement impossible or to the standards of reasonableness and fairness can no longer be demanded or if other circumstances arise of such nature that the unaltered maintenance of the agreement may not reasonably be expected.

3. If the agreement is dissolved, the assets of the seller to the buyer immediately due and payable. If the seller to fulfill their obligations suspension he shall retain his rights under the law and the agreement.

4. The seller reserves the right to claim damages.

Article 15 Collection Charges

1. Is the buyer in default or in default in fulfilling one or more of its obligations, all reasonable costs incurred in obtaining satisfaction out of court on behalf of the purchaser. In any case, the buyer in the case of a monetary claim collection costs. The collection costs are calculated according to the Dutch law generally recognized in collection methods.

2. If seller proves to have higher costs, which reasonably necessary, also for reimbursement.

3. Made any reasonable judicial and execution costs are also behalf of the purchaser.

4. The buyer has incurred costs associated with collecting interest.

Article 16 Safeguarding

1. The buyer shall indemnify the seller against claims of third parties in respect of intellectual property by the purchaser material or information which the implementation of the agreement are used.

2. If the buyer to the seller information carriers, electronic files or software etc. provided, this ensures that the information carriers, electronic files or software are free from viruses and defects.

Article 17 Intellectual Property and Copyrights

1. Notwithstanding the other provisions in these general conditions, the seller to the rights and powers for which the seller is entitled under the Copyright.
2. The buyer is not allowed to change things to make, unless the nature of the delivered or otherwise agreed in writing otherwise.
3. The framework of the agreement if the seller establishes designs, sketches, drawings, films, software and other materials or (electronic) files remain the property of the seller, whether the buyer or to third parties hand made, unless otherwise agreed.
4. All the seller any documents, such as designs, sketches, drawings, movies, software, (electronic) files, etc., are intended for use by the purchaser and may not be used without his prior consent of the seller reproduced, published or communicated to third parties , unless the nature of the documents otherwise.
5. The seller reserves the right to possibly carry out the work increased knowledge for other purposes, provided it does not confidential information to third parties is.

Article 18 Liability

1. If the seller delivered goods are defective, the liability of the seller to the buyer limited to the conditions under "Guarantee" is regularly.
2. When the producer of a defective thing is liable for consequential damage, is the seller's responsibility limited to repair or replace the case, or refund of the purchase price. Seller is not liable expressly for damage or any lost profits due to a lack of case
3. Notwithstanding the foregoing, the seller is not liable if the damage is due to design and / or gross negligence and / or the control action, or improper or improper use of the purchaser.
4. The conditions in this specific limitations of liability for direct damages do not apply if the damage is due to intent or gross negligence of the seller or his subordinates.

Article 19 Force Majeure

1. Parties are not obliged to perform any obligation if they hampered due to a circumstance that is not due to debt, and neither under the law, an act of force in the movement for their views borne.
2. The seller also has the right to invoke force majeure if the circumstance that (further) fulfillment occurs when the seller should have commitments.
3. Parties may during the period that the force majeure continues the obligations under the suspension agreement. If this period lasts longer than two months each Parties entitled to dissolve the agreement without any obligation to make reparation for damage to the other party.
4. Where the seller at the time of the occurrence of force majeure now part obligations under the agreement is fulfilled or will be fulfilling, and the respected and to be part independent value, the seller entitled to the already observed and to be part separately to invoice. The buyer is obliged to pay this invoice as if it were a separate agreement.

Article 20 Disputes

1. The judge in the location of the seller's jurisdiction to take. Nevertheless, the seller the right to submit to the law competent court.
2. Parties will first appeal to the court to do after they have been extremely been a dispute in mutual consultations.

Article 21 Applicable law

1. All agreements between the seller and the buyer is the Dutch law of application. The Vienna Sales Convention is expressly excluded.
2. In case of interpretation of the content and scope of these general conditions, the Dutch text will always prevail.

ADDITIONAL PROVISIONS REGARDING BUY REMOTE

Article 22 Purchase of distance

1. Deliveries of goods only upon express order, unless between the seller and the buyer agreed otherwise.
2. In the case of manifest error, the buyer the seller to inform set. If and insofar as its nature permits it, the buyer the goods and available for the seller account. The buyer will make all or fail the reasonableness and fairness requires.

View Article 23 Term and exclusions

1. In case of a purchase at a distance, a view period of seven days of power are starting the day after receipt by or on behalf of the buyer, unless otherwise agreed is in accordance with paragraph 3.
2. During the vision period, the consumers have a right, which he option without any obligation on his part, other than remuneration of the direct costs of well and return the goods received in return, then or to indicate that the services will not be made.
3. Limitations or exclusions of the masking term - the specific nature of the on goods or services - will clearly be in the range stated. At advance of withdrawal are excluded recording and computer and musical equipment which the seal is broken or has been, goods according to specifications of the consumer are manufactured, for example, tailor, or a clearly personal in nature, CDs and software whose seal is broken or , and if there are services whose implementation, with the copper, has begun before the expiry of the period of seven working days.
4. The buyer can view the term only really rely on the manner by vendor to supply and / or delivery is indicated.
5. By relying on the vision of time and claim the purchase price will be made costs, such as shipping, etc. on behalf of the purchaser. The travel of the property of the buyer to seller on behalf of the purchaser.

Article 24 Amendment, explanations and reference of the terms

1. These conditions are deposited at the offices of the Chamber of Commerce in Arnhem
2. Applies is always the last registered version or the version in force at the time of the realization of the agreement.
3. These conditions are in all our branches and are also available on request the purchaser free of charge.