

Stichting Cellosonate Nederland – Terms and Conditions (Web)Shop

Table of Contents

1. Definitions
2. Identity of Cellosonate Nederland
3. Applicability
4. The Offer
5. The Agreement
6. Right of Withdrawal
7. Costs in Case of Withdrawal
8. Exclusion of the Right of Withdrawal
9. The Price
10. Conformity and Warranty
11. Delivery and Execution
12. Payment
13. Complaints Procedure
14. Disputes
15. Additional Provisions

Art. 1 Definitions

1. Cooling-off period: The period within which the consumer can make use of their right of withdrawal from the agreement concluded with Cellosonate;
2. Consumer: The natural person who enters into a purchase (or service) agreement with Cellosonate;
3. Day: Calendar day;
4. Extended duration transaction: A distance agreement relating to a series of products or services, where the delivery and/or purchase obligation is spread over a period of time;
5. Durable medium: Any instrument which enables the consumer or Cellosonate to store information addressed personally to them in a way accessible for future reference for a period of time adequate for the purposes of the information, and which allows the unchanged reproduction of the stored information;
6. Right of withdrawal: The option for the consumer to withdraw from the distance agreement with Cellosonate Nederland within the cooling-off period;
7. Cellosonate Nederland: The foundation 'Stichting Cellosonate Nederland' or the legal entity concluding the purchase or service agreement with the consumer on its behalf; hereinafter in this text, "Cellosonate" also refers to "Stichting Cellosonate Nederland".
8. Distance agreement: An agreement whereby a purchase or service is concluded exclusively using one or more techniques for distance communication.

Art. 2 Identity of Cellosonate

Stichting Cellosonate Nederland

Johan van der Keukenstraat 180

1087 AZ Amsterdam

E-mail: info@cellosonate.nl

Website: <https://cellosonate.nl>

Chamber of Commerce (KvK) number: 34268006

VAT identification number: NL817661074B01

Art. 3 Applicability

1. These terms and conditions apply to every offer made by Cellosonate and to every distance agreement concluded between Cellosonate and the consumer.
2. Before the distance agreement is concluded, the text of these terms and conditions will be made available to the consumer in physical (printed) form; if this is reasonably not possible or realistic, the consumer will be informed that the terms and conditions can be viewed on the Cellosonate website and will be sent free of charge upon request.
3. If desired, the terms and conditions can be made available to the consumer electronically in such a way that the consumer can easily store the text on a durable medium.
4. Making the terms and conditions available and sending them is completely free of charge.

Art. 4 The Offer

1. The offer of Cellosonate consists of the following products and services. This list is non-exhaustive:
 - o Live music performances, mostly consisting of works for cello and piano; solo performances and performances in mixed ensembles may also be part of the offer;
 - o Music theatre productions, whether or not combined with one or more other disciplines such as theatre, vocals, (and) dance, and workshops focused on personal [expressiveness and] development;
 - o CDs and other audio and/or video media featuring recordings from our own music and theatre practice;
 - o Sheet music, whether or not compiled into albums;
 - o Books, mostly in the field of musicology/music history;
2. The offered services and products are described as accurately and detailed as possible to enable the consumer to properly assess what they can expect.
3. Each offer contains clear information regarding the mutual rights and obligations of the consumer and Cellosonate. This particularly concerns the following points:
 - o The price, including taxes;
 - o Any delivery costs;
 - o The actions required to execute the agreement;
 - o Whether or not the right of withdrawal applies;
 - o The method of delivery and payment;
 - o The period of validity of the offer and the period within which the offered price is guaranteed;
 - o The manner in which the consumer can inspect how the data provided by them has been recorded and whether it is used correctly;
 - o The minimum duration of the distance agreement in the event of an extended duration transaction.

Art. 5 The Agreement

1. The agreement becomes valid from the moment the consumer accepts the offer and complies with the conditions set therein.
2. If the consumer chooses digital communication to accept the offer, Cellosonate will immediately confirm receipt of acceptance electronically. As long as receipt of this acceptance has not been confirmed, the consumer may still rescind the agreement.
3. Cellosonate ensures a technically and organizationally appropriate and secure web environment for data transfer. In case of electronic payment, Cellosonate ensures an appropriate and secure procedure.

4. Cellosonate has the right, within statutory frameworks, to investigate whether the consumer can meet their payment obligations. If there are valid grounds to doubt this, or if execution otherwise seems irresponsible, Cellosonate is entitled to refuse an order or acceptance with justification, or to attach special conditions to its execution.
5. Cellosonate will send the following information to the consumer in writing or in such a way that the consumer can store it on a durable medium:
 - The physical address where the consumer can lodge complaints;
 - The conditions and procedure for exercising the right of withdrawal;
 - Information about warranties and existing after-sales service;
 - The data mentioned in Article 4, paragraph 3, unless already provided to the consumer previously;
 - The requirements for terminating the agreement if applicable.

Art. 6 Right of Withdrawal

1. When purchasing a product, the consumer has the option to dissolve the agreement without giving reasons within 14 days. This cooling-off period starts on the day after receipt of the product by the consumer or a representative designated by the consumer in advance to Cellosonate.
2. During the cooling-off period, the consumer will handle the product and its packaging with care. The product may only be unpacked or used to the extent necessary to assess whether the consumer wishes to keep the product.
3. If the consumer exercises their right of withdrawal, they must return the product with all accessories and, if reasonably possible, in its original condition and packaging, in accordance with the reasonable and clear instructions provided by Cellosonate.

Art. 7 Costs in Case of Withdrawal

1. If the consumer exercises the right of withdrawal, they will bear no more than the direct costs of returning the goods.
2. If the consumer has made a payment, Cellosonate will refund this amount as soon as possible, but no later than within 14 days following the withdrawal request or upon receiving proof of return shipment.

Art. 8 Exclusion of the Right of Withdrawal

1. Cellosonate can exclude the consumer's right of withdrawal to the extent provided in paragraphs 2 and 3. This exclusion is only valid if Cellosonate clearly stated this in the offer, or at least well before concluding the agreement.
2. Exclusion of the right of withdrawal is only possible for:
 - Products created by Cellosonate in accordance with strict specifications provided by the consumer (custom-made items);
 - Products that are clearly personal in nature;
 - Audio and video recordings (such as CDs) of which the consumer has broken the seal.

Art. 9 The Price

1. During the period of validity stated in the offer, the prices of the products and/or services will not be increased, except for price changes resulting from alterations in VAT rates.
2. If the price of a service or product is inextricably linked to fluctuations in the financial market over which Cellosonate has no influence, Cellosonate may offer the service or product at a

variable price. This fact and the estimation of any target prices must be explicitly stated in the offer.

Art. 10 Conformity and Warranty

1. Cellosonate guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, reasonable requirements of soundness and/or usability, and the statutory provisions and/or government regulations in force on the date the agreement was concluded.
2. A warranty provided by Cellosonate does not affect the statutory rights and claims that the consumer can assert against Cellosonate under the law.
3. Cellosonate reserves the right, at its own discretion and necessity, to limit the number of copies per order. Cellosonate will communicate this via the e-mail address provided by the consumer or other available communication methods.

Art. 11 Delivery and Execution

1. Cellosonate will observe the greatest possible care when receiving and executing orders for products and when assessing applications for services.
2. The address that the consumer has made known to the company will be considered the place of delivery.
3. With due observance of Article 4, Cellosonate will execute accepted orders expeditiously, but at the latest within 30 days, unless a longer delivery period has been agreed upon. If delivery is delayed, or if an order cannot be filled or can only be partially filled, the consumer will be notified within 30 days after placing the order. In that case, the consumer has the right to dissolve the agreement free of charge and is entitled to any potential compensation.
4. In the event of dissolution in accordance with the previous paragraph, Cellosonate will refund the amount paid by the consumer as soon as possible, but at the latest within 14 days.
5. The risk of damage and/or loss of products rests with Cellosonate until the moment of delivery to the consumer, unless explicitly agreed otherwise.

Art. 12 Payment

1. Unless agreed otherwise, the amounts owed by the consumer must be paid within 14 days after the start of the cooling-off period as referred to in Article 6, paragraph 1. In the case of an agreement to provide a service, this period starts after the consumer has received confirmation of the agreement.
2. The consumer has the duty to report any inaccuracies in provided or stated payment details to Cellosonate without delay.
3. Electronic payments in the webshop are securely handled in cooperation with our certified payment service provider, Buckaroo.
4. In the event of non-payment by the consumer, Cellosonate has the right, subject to legal restrictions, to charge reasonable costs that were made known to the consumer in advance.

Art. 13 Complaints Procedure

1. Complaints about the execution of the agreement must be submitted to Cellosonate within a reasonable time, fully and clearly described, after the consumer has discovered the defects.
2. Complaints submitted to Cellosonate will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeably longer processing time, Cellosonate will respond within the 14-day period with an acknowledgment of receipt and an indication of when the consumer can expect a more detailed response.

3. If the complaint cannot be resolved by mutual agreement, a dispute arises that is subject to the dispute settlement procedure.

Art. 14 Disputes

Agreements between Cellosonate and the consumer to which these general terms and conditions apply are exclusively governed by Dutch law.

Art. 15 Additional or Deviating Provisions

Additional provisions or provisions that deviate from these terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable medium.
