General Terms and Conditions Muziekcentrale Adams B.V.

Part – Terms and Conditions General

Article 1. Definitions

For the purposes of these terms and conditions, the following definitions apply:

1. **Adams**: Muziekcentrale Adams B.V., being the user of these general terms and conditions.
2. **Article**: an article from these general terms and conditions, unless otherwise indicated.
3. **Customer**: any customer or customer of Adams, where customers can be both consumers and entrepreneurs. A consumer is a natural person who is not acting in the exercise of a profession or business. An entrepreneur is a natural or legal person or a partnership that acts in the exercise of a profession or business.
4. **Business customer:** any customer – natural or legal person – who enters into an agreement with Adams in the course of his profession or business in which he or she is not the end consumer of the product.
5. **Written**: written includes electronic;
6. **Delivery time**: the period within which, according to the agreement, the performance must be performed;
7. **Voucher(s):** voucher(s) of a certain value that cannot be exchanged for cash, with which the customer can only make purchases at Adams.
8. **Agreement**: any agreement between Adams and a customer.
9. **Purchase Agreement**: an agreement between Adams and a customer for the sale and delivery of products and/or services.
10. **Continuing performance agreement**: an agreement that extends to the regular delivery of goods, services and/or digital content during a certain period of time;
11. **Rental agreement:** an agreement between Adams and a customer whereby a product is rented out by Adams to the customer for a certain period of time for a predetermined (rental) fee.
12. **Visual agreement:** an agreement between Adams and a customer whereby a product can be tried out by a customer for a certain period of time for a fee or free of charge to test whether the product suits the customer.
13. **Repair and maintenance agreement:** an agreement between Adams and a customer whereby a product is offered for repair or service at Adams, whereby the product is repaired or serviced by Adams for a fee.

Article 2. Adams Data

Visiting address & Business address:
Asiastraat 17-196014 DA Ittervoort (Netherlands)

Accessibility:

Tuesday	09:00 – 18:00
Wednesday	09:00 – 18:00
Thursday	09:00 – 21:00
Friday	09:00 – 18:00
Saturday	09:00 – 17:00

Telephone number: +31(0)475 56 07 00
E-mail addresses: info@adams.nl
Internet: www.adams.nl
Chamber of Commerce number 13023695
VAT identification number: NL006911626B01

Article 3 - Applicability

1. These general terms and conditions apply to every offer from Adams and to every legal relationship or agreement between Adams and a customer.
2. The Customer's terms and conditions do not apply, except if and to the extent that these terms and conditions have been expressly accepted in writing by Adams.
3. If one or more provisions in these general terms and conditions are null and void or should be annulled, the other provisions of these general terms and conditions will remain fully applicable. The parties will then consult in order to agree on new provisions to replace the null and void or voided provisions, taking into account the purpose and purport of the original provision(s) as much as possible.
4. The application of these general terms and conditions is accepted by the customer by the mere fact of making a purchase, placing an order or by concluding an agreement with Adams.

Article 4 - The offer

1. All offers and quotations issued by Adams are without obligation. At the request of the customer, Adams will provide a written quote. A written offer is valid for a maximum of 14 days from the date of the offer, after which it will expire by operation of law.
2. Adams is only bound by offers and quotations if the acceptance thereof by the customer (in writing or otherwise) has taken place 14 days after the offer or quotation has been issued. If an offer has a limited period of validity or is subject to conditions, this will be explicitly stated in the offer.
3. An offer from Adams contains as much as possible the details of Adams, a description of the products offered, the purchase price, the delivery time, any delivery costs and other additional costs, complaints procedure and whether or not delivery takes place in parts.
4. Delivery times in offers and quotations from Adams are indicative and do not entitle the customer to dissolution or compensation if they are exceeded.
5. Obvious mistakes or obvious errors in the offer do not bind Adams.
6. Offers and quotations do not automatically apply to reorders by the customer.

Article 5 - The agreement

1. The agreement is concluded at the moment of full acceptance by the customer of Adams' offer and the fulfilment of the conditions set therein.
2. Adams is entitled to inform itself (or have it informed) within legal frameworks whether the customer can meet its payment obligations. If, on the basis of this investigation, Adams has reasonable grounds for not entering into the agreement, Adams is entitled to refuse an order or request or to attach special conditions to the execution.

Article 6 - The price

1. The prices stated in an offer or agreement include VAT, unless explicitly stated otherwise, and are expressed in euros.
2. During the period of validity stated in an offer, the prices of the products and/or services offered will not be increased, except for price changes as a result of changes in VAT rates or other increases by the government or by suppliers. Adams also reserves the right to correct any typographical errors regarding the quotation.
3. Notwithstanding the previous paragraph, Adams may offer products or services whose prices are subject to fluctuations in the financial market and/or over which Adams has no influence, with variable prices. The possibility of price corrections and/or the fact that the prices stated are indicative prices are explicitly mentioned in the offer.
4. The total price is the payment price including VAT and excluding any packaging, shipping and transport costs. Packaging, shipping and transport costs are for the account of the customer, unless otherwise indicated and/or expressly agreed otherwise.
5. Delivery within the Netherlands and Belgium costs 5.90 euros per order. With an order of 50 euros or more, Adams ships the order within the Netherlands and Belgium for free. The shipping costs for other countries can be viewed under "Shipping costs other countries", which can be found on the Adams website (www.adams.nl). For deliveries to countries outside the EU trade zone, the additional import duties and costs are paid by the customer. Adams expressly reserves the right to change the aforementioned conditions and rates.

Article 7 - Fulfilment of the agreement, guarantee

1. Adams will ensure to the best of its ability and as far as possible that the products and/or services comply with the agreement, the specifications stated in the offer, reasonable requirements of soundness and normal usability and legal provisions and/or government regulations existing on the date of the conclusion of the agreement. If expressly agreed, Adams will ensure to the best of its ability and as far as possible that the products and/or services are suitable for other than normal use.
2. An additional warranty provided by Adams, its supplier, manufacturer or importer shall not limit the legal rights and claims that the customer may assert against Adams under the law or the agreement, if and to the extent that Adams has imputably failed to perform its obligations under the agreement.
3. An additional warranty is understood to mean any undertaking by Adams, its supplier, importer or producer in which it grants the customer certain rights or claims that go beyond what they are legally obliged to do, in the event that they have failed to comply with their obligations under the agreement.
4. Adams only guarantees that the goods it delivers are free from design, material and manufacturing defects. This warranty is valid for a period of 2 years after delivery. The warranty does not apply to: -lacquer; -the keys' – the normal wear and tear.
5. The following are excluded from any warranty:
    a. Rental instruments
    b. products that have a user clause or are subject to other natural wear and tear

c. defects in the product or service, which are caused by non-compliance with the operating instructions, improper use, abnormal environmental conditions, overloading, poor maintenance and/or poor care of the product
d. defects in the product, which are caused by the use of accessories, extension and/or replacement parts, which are not original parts
e. products or services to which changes and/or extensions have been made.
f. minor or insignificant deviations from the product standard that are insignificant to the value and normal use of the product or service

The customer who is a consumer is entitled to a legal warranty period of 2 years or 1 year respectively in the case of second-hand goods, counting from the delivery of the goods in question, in accordance with the provisions of the Civil Code.

6. The remedy of a defect, of which Adams confirms that it is covered by the warranty, is done in such a way that the defective product or service is repaired free of charge at Adams' discretion or replaced by a correct product or service (or a different model or version). Replaced products and/or parts become the property of Adams.
7. The claim to a warranty must be asserted by the customer within the warranty period and in accordance with the legal provisions provided for in the Civil Code, failing which there is forfeiture of rights.
8. If the customer makes a warranty claim, the customer must send the applicable product to Adams with a copy of the invoice.
9. Claims other than the right to remedy defects referred to in Article 7 (paragraph 6) cannot be made against Adams, unless expressly agreed otherwise.
10. The use of a warranty does not extend or renew the original warranty period of the product or service.
11. A warranty no longer applies in the event of any resale by the customer.
12. Warranty conditions used instruments:
    a. No warranty is given on the finishes and/or finishes of the instrument.
    b. If original parts are not used, the warranty will automatically expire.
    c. Normal wear and tear as a result of (intensive) use is not covered by the warranty.
    d. Damage or defects caused by improper use or improper maintenance, as well as other forms of user damage, are also excluded from the warranty.
    e. The warranty applies only to the original purchaser and is not transferable in the event of resale to third parties.

Article 8 - Delivery and execution

1. Adams will take the utmost care in receiving and executing orders for products or services.
2. The place of delivery is either the address of Adams (store sales) or the address that the customer has made known to Adams (sales to order).
3. Subject to the provisions of Article 4, Adams will execute accepted orders expeditiously. If the delivery of a product or service is delayed, or if an order cannot be carried out or can only be partially executed, the customer will be notified as soon as possible, whereby Adams will indicate (if applicable) whether the customer in that case has the right to dissolve the agreement without costs and/or is entitled to any compensation.
4. In case of refusal of receipt upon delivery of the goods, the agreement with the customer will be considered cancelled and a lump sum compensation will be due to Adams equal to 25% of the invoice amount.
5. The products or services delivered must be examined by the customer or his representative for transport and/or packaging damage immediately after delivery. When accepting the goods, the customer must have any transport and/or packaging damage to be determined confirmed in writing by the transport company or parcel service.

6. The risk of damage and / or loss of goods until the moment of delivery to the customer or to a pick-up point rests with Adams, unless explicitly agreed otherwise. After delivery, the risk rests with the customer. The customer should immediately check the delivered goods once received. Any complaints regarding the goods and/or the delivery must be communicated to Adams by registered mail within ten (10) days after the delivery. Returns of goods will not be accepted without the prior written consent of Adams.
7. If the customer cancels the agreement before delivery, Adams is entitled to charge a compensation of 25% of the purchase price, without prejudice to Adams' right to obtain a higher compensation.

Article 9 - Payment

1. The customer must pay for the product or service to Adams upon or before delivery.
2. Adams' invoices must be paid immediately and without discount, deduction and/or set-off, unless otherwise agreed in writing. Payment is made by cash on delivery by cash payment. Orders with payment in advance will be shipped after receipt of payment.
3. When selling unique products that are now in the collection, of which only one or a limited number are still in stock, a purchase agreement with Adams will always be concluded with Adams only with the first paying customer in the event of multiple orders.
4. If advance payment has been stipulated, the customer cannot assert any right regarding the execution of the order or service(s) in question before the stipulated advance payment has been made.
5. Adams reserves the right to refuse or impose further conditions on checks, foreign currency (not €) and other non-cash means of payment and/or exchange, including bitcoins. Payments in foreign currencies are credited by Adams according to the bank statement. The bank costs as well as credit card costs and any negative currency and/or exchange rate fluctuations of payment and/or exchange methods for Adams are at the expense and risk of the customer.
6. The customer is obliged to report inaccuracies in the payment details provided to Adams without delay.
7. If the customer does not meet his (payment) obligation(s) on time and/or in full, an interest of 10% per year will be due by operation of law and without any notice of default being required, from the due date of the invoice. The invoice will also be increased by lump sum damages for late payment equal to 10% of the invoice amount, with a minimum of EUR 50.00 per invoice.
8. After the customer has been properly given notice of default by Adams, the statutory interest is due on the amount still owed and Adams is entitled to charge the extrajudicial (collection) costs incurred by it. With regard to extrajudicial (collection) costs, Adams is entitled to the maximum permitted compensation.
9. In the event of non-payment of an invoice, all outstanding invoices, even those that have not expired, will become due and payable by operation of law and without notice of default.
10. A customer may also pay with voucher(s) issued by Adams, unless this is excluded for a product or service. These voucher(s) can be purchased physically and digitally at Adams. Each voucher(s) issued by Adams is valid for a maximum of one year after the date of purchase, unless otherwise indicated on the voucher and/or expressly agreed otherwise.
11. Voucher(s) or their residual value cannot be exchanged for cash.
12. If the total amount of the purchase of a product or service exceeds the value of the voucher(s) used, the difference must be paid using one or more of the other payment methods accepted by Adams.
13. It is not permitted to modify, reproduce, falsify, undermine or otherwise impair voucher(s) or their operation (including hacking).
14. In case of doubt about the authenticity of the voucher(s), Adams reserves the right to refuse the voucher(s) without giving a reason.

Article 10 - Retention of title and right of retention

1. All goods delivered by Adams shall remain the property of Adams until the customer has fulfilled all of the following obligations under the agreement(s) entered into between Adams and the customer: (a) the consideration, including the payment of the purchase price, with respect to products or services delivered and/or to be delivered by Adams and (b) any claims for non-compliance by the customer with the said agreement(s).
2. If and to the extent that Adams can invoke the retention of title, it can reclaim the goods in question from the customer at any time.
3. The customer is not authorized to pledge or encumber the goods covered by Adams' retention of title in any other way. The customer is obliged to adequately insure and keep insured the goods delivered subject to retention of title.
4. If Adams is allowed to charge the customer for a repair, Adams may retain the item until the repair costs have been paid in full by the customer.

Article 11 – Exchange and/or return

1. Exchange and return is only possible if this has been expressly agreed in advance.
2. In that case, Adams determines the period within which the customer may exchange or return.
3. Adams may attach further conditions to exchanges or returns.

Article 12 – Suspension and dissolution

1. Adams is entitled to suspend the fulfilment of its obligations or to dissolve the agreement (extrajudicially) if:
   - the customer does not comply with the obligations under the agreement, or does not do so in time or in full.
   - after the conclusion of the agreement, Adams became aware of circumstances give good reason to fear that the customer will not comply with the obligations under the agreement.
   - the customer has been requested to provide security for the fulfilment of his obligations under the agreement and this security is not provided or is insufficient in the opinion of Adams.
2. Furthermore, Adams is entitled to dissolve the agreement (extrajudicially) if circumstances arise that are of such a nature that performance of the agreement is impossible or can no longer be required according to standards of reasonableness and fairness, or if other circumstances arise that are of such a nature that (unchanged) maintenance of the agreement cannot reasonably be expected.
3. If the agreement is validly dissolved by Adams, but the customer has already used the goods delivered by Adams, the customer is not entitled to a refund of the full purchase price, but only a part, taking into account the aforementioned use and wear and tear.
4. If the agreement is dissolved, Adams' claims against the customer are immediately due and payable. If Adams suspends the performance of the obligations, it retains its claims under the law and under the agreement with the customer.
5. If Adams dissolves the agreement on the basis of the foregoing provisions, Adams will not be liable to the customer or third parties for any costs or damages.
6. Adams always reserves the right to claim costs incurred and/or (additional) damages.

Article 13 – Liability

1. If products or services provided by Adams are defective, Adams' liability to the customer is limited to what is provided for in Article 7.
2. Adams is only liable for direct damages. Adams is not liable for any damage whatsoever because Adams has relied on incorrect and/or incomplete information provided by or on behalf of the customer, or because of injudicious or incorrect use of the products and/or services provided by or on behalf of the customer. Adams is also never liable for indirect damage, including consequential damage, lost profits, lost savings and/or business interruption.
3. If Adams is liable for direct damage, then that liability is limited to a maximum of the invoice

amount, at least that part of the agreement to which the liability relates. In addition, liability is at all times limited to a maximum of the amount that is paid out under Adams' insurance in the case in question.

4. Adams is not obliged to fulfil any obligation if it is prevented from doing so as a result of force majeure, i.e. a circumstance that is not due to its fault, and is not for its account by virtue of the law, a legal act or generally accepted practice. Force majeure is understood to mean, in addition to what is understood in this regard in the law and jurisprudence, all external causes, foreseen or unforeseen, over which Adams has no or only limited influence, but as a result of which Adams is unable to fulfil its obligations and/or as a result of which the customer suffers damage, such as: strikes, natural disasters, traffic barriers, export restrictions or other government measures, the hacking of the Adams website and any other circumstance, as a result of which the normal course of business in the company is obstructed, as a result of which the fulfilment of the agreement by Adams cannot reasonably be required. Adams also has the right to invoke force majeure if the circumstance that prevents (further) performance and/or causes damage to the customer, occurs after Adams should have fulfilled its obligation.

Article 14 – Intellectual property rights

1. Without prejudice to the other provisions of these general terms and conditions, Adams reserves the rights and powers that are vested in it under the Copyright Act and other laws and regulations relating to intellectual property rights.
2. The customer is not permitted to make changes to the delivered goods and/or services, unless the nature of the delivered goods or services dictates otherwise or has been agreed otherwise in writing.
3. Any designs, drawings, software and other materials or (electronic) files created by Adams in the context of the agreement remain the property of Adams, regardless of whether they have been made available to the customer or to third parties. The aforementioned items are exclusively intended to be used by the client and may not be reproduced, published or brought to the knowledge of third parties by the client without the prior consent of the user, unless the nature of the items provided dictates otherwise.
4. Any breach of this provision shall be sanctioned by the payment of damages equal to the amount of the invoice to be paid by the infringing customer to Adams, without prejudice to Adams' right to claim higher damages.
5. Photo and video recordings can be made during events in our store. These recordings may be used by us for promotional and communication purposes, including publication on our website, social media channels and other marketing communications. By participating in or attending an event, the customer gives permission for the use of image and sound material on which the customer may be recognizable. If the customer does not wish to be in the picture, this must be made known to the organization prior to or during the event.

Article 15 - Complaints procedure

1. Adams has a complaints procedure in place and handles complaints in accordance with this complaints procedure as much as possible.
2. Complaints procedure:
    f. Complaints can only be submitted in writing, because the text is then the starting point of the handling and not a possible interpretation of the complaint by one of our employees. In addition to reporting by letter or e-mail, there is also a possibility to leave complaints via the contact form on our website. A confirmation of receipt will be sent within 3 working days.
    g. The complaint will be handled by customer service, who will contact the customer so that the customer can provide a personal explanation and possibly contact third parties who have had an influence on the products or services provided.

h. Based on the information collected, a conclusion is reached. If the complaint is (partially) well-founded, it will be indicated which improvement actions or compensations Adams Muziekcentrale will undertake.

3. Any complaints regarding visible defects must reach Adams by registered mail within ten (10) days after collection or delivery.
4. Any complaints regarding hidden defects must reach Adams by registered mail within ten (10) days after discovery of the hidden defect. If the provisions regarding the consumer sale apply, this period is set at two (2) months.
5. Any complaints regarding the payment and/or invoicing must be addressed within 10 days after the payment has been made or within 10 days after the invoice date. Handling a complaint does not mean that Adams thereby acknowledges guilt or liability.
6. Complaints submitted to Adams will be answered within 14 days from the date of receipt. If a complaint requires a foreseeably longer processing time, Adams will respond within the period of 14 days with an acknowledgement of receipt and an indication of when the customer can expect a more detailed response.

Article 16 – Business customer
Business customer means the customer who acts in the context of the exercise of a profession or business, as defined in Article 1 paragraph 3.
The following provisions do not apply to a business customer: [N/A].

Article 17 - Data Protection.
Adams will handle the data it receives from the customer in the context of the agreement concluded with the customer in accordance with the provisions of the General Data Protection Regulation and will not disclose confidential or other information about the customer to third parties and/or disclose it, unless expressly agreed otherwise in writing.

Article 18 – Applicable law
Every offer from Adams and every agreement between Adams and the customer is exclusively governed by Dutch law. This also applies if an obligation is performed in whole or in part abroad and/or if the customer is established abroad.
The applicability of the Vienna Sales Convention is excluded ("opt out").

Article 19 – Disputes
The Dutch court in the district of Adams' place of business has exclusive jurisdiction to hear disputes. The parties will only appeal to the court after they have made every effort to resolve a dispute by mutual agreement.

Article 20 – Location, interpretation and modification of the terms and conditions
1. These general terms and conditions have been filed with the Chamber of Commerce.
2. In the event of a necessary interpretation of the content and purport of (a translation of) these general terms and conditions, the Dutch text thereof is always decisive.
3. The most recently filed or published version of the general terms and conditions or the version as it applied at the time of the conclusion of the agreement always applies.

Part – Terms and Conditions of Rental Agreement

Article 21 – Conditions of the rental agreement

1. In addition to the general terms and conditions included above, these terms and conditions apply in the event of a rental agreement between Adams (as lessor) and the customer (as lessee). In the event of a conflict with the general terms and conditions, the present rental terms and conditions will prevail in the event of a rental agreement, unless otherwise indicated.
2. The customer is obliged to show Adams a valid proof of identity before or when entering into a rental agreement and to provide correct name and address details (name, address and place of residence). Adams is entitled to make a copy of this.
3. In order to be able to conclude a rental agreement, the appropriate rental form must be correctly filled in by the customer. The dates stated on the rental form are binding.
4. The rental conditions do not relate to a payment arrangement to be agreed with Adams in some cases (purchase on instalments).
5. Adams reserves the right to refuse to enter into a rental agreement with a customer at any time without giving reasons.

Article 22 – Duration of the lease

1. The rental agreement is entered into for the agreed period and amounts to a maximum of six (6) months, unless otherwise agreed in writing.
2. Extension of the agreed rental period is only possible once for a maximum period of six (6) months. Extension must be agreed in writing no later than two (2) weeks before the end of the first rental period, failing which the rental agreement will terminate by operation of law at the end of the first rental period.
3. The rented product must be returned to Adams no later than the last day of the agreed rental period, at the expense of the customer. If the rented product is not returned on the day in question, Adams may charge an amount equal to the then current sales price plus the administration costs incurred by Adams minus the rent already paid, or another penalty amount to be determined by Adams in reasonableness.
4. If the product is not returned in good condition, at the sole discretion of Adams, Adams will charge the customer for repair and/or cleaning costs or other reasonable costs (insofar as applicable).

Article 23 – Rental price

1. The rental price is determined by the responsible seller of Adams.
2. Unless otherwise agreed in writing, the entire rent due for the entire agreed rental period must be paid before or at the latest when the rented product is collected. The rent for an extended rental period is due in full no later than the day on which the extension takes effect. Adams will send the customer an invoice for this purpose, which must be paid by the customer immediately.
3. If the rented product is purchased by the customer within the first rental period, Adams will fully deduct the rent paid from the purchase price charged by Adams, unless otherwise agreed in writing.
4. If the rented product is purchased by the customer within the renewal period, Adams will deduct 80% of the rent paid from the purchase price charged by Adams, unless otherwise agreed in writing.

Article 24 – Instructions for use and liability

1. The tenant may only use the leased property in accordance with the purpose stated in the rental agreement.
2. The tenant is not allowed to change the interior and/or appearance of the leased property (in whole or in part) or to add anything to it without the prior written permission of Adams. Mr Adams may attach conditions to that consent, including an increase in the agreed rent.

3. Additions/changes made by the tenant with Adams' permission are not part of the leased property and must be undone by the tenant at his own expense before or at the end of the lease, unless the landlord indicates that the additions/changes can remain in place. In the latter case, however, the tenant is not entitled to (value) compensation.
4. The tenant is obliged to use the leased property in such a way that there is no conflict with any law or (government) regulation and that no nuisance or nuisance is caused.
5. The tenant is obliged to take timely measures to maintain the leased property in good condition and to prevent damage to the leased property, or loss, loss, theft and/or embezzlement thereof.
6. The condition of the leased property at the start of the rental period is laid down in the rental agreement. The tenant must (at least) keep the leased property in that condition and thus make it available to Adams again after the lease has expired.
7. The tenant is obliged to insure (and keep insured) the rented property at his own expense with a solid insurance company against all insurable damage, including damage as a result of (improper) use and maintenance, weather conditions, theft, embezzlement, loss and/or loss of the rented property, such until the moment of return to Adams. The rights arising from these insurance contract(s) are already assigned in advance by the lessee to Adams. The tenant undertakes to provide Adams with a copy of the policy at Adams' first request.
8. All charges and taxes relating to the leased property are for the account of the tenant.
9. Full or partial relinquishment or transfer of the use of the leased property free of charge or for consideration by the tenant (including subletting) is not permitted. Without prejudice to this prohibition, the tenant bears the full risk in relation to Adams for the conduct of the person(s) to whom the tenant has transferred or transferred (actual) control over the leased property in whole or in part.
10. During the rental period, the customer is fully liable for all damage to the rented product, by whatever cause and by whomever caused.
11. The following facts and circumstances do not constitute a defect, at least Adams (as landlord) is in no way liable to the tenant or third parties for this:
    a. the consequences of defects that have arisen after the lease was entered into;
    b. the consequences of defects that Adams did not know or should not have known;
    c. any damage to be suffered by the tenant if the leased property cannot be made available to the tenant on the commencement date of the lease. In that case, the term of the lease will be postponed accordingly;
    d. damage that occurs to persons or property of the tenant or to third parties who are in the vicinity of the rented property. The tenant fully and irrevocably indemnifies Adams against all possible claims from third parties.
    e. consequential damages, including costs and lost profits/turnover.

Article 25 – Repairs and maintenance

Repairs and/or any adjustments and/or any cleaning and/or any other maintenance must only be carried out by Adams or third parties designated by Adams. Associated costs are borne by the customer and are not included in the rental price. The need for repairs, adjustments, cleaning, and/or other maintenance is at the discretion of Adams. Adams has the right to inspect the use and maintenance of the leased property (or have it checked) at least once a month - in further consultation with the tenant.

Article 26 – Security deposit

1. Adams is allowed to require a deposit from the customer, as stated in the rental agreement.

2. If the rented product is returned to Adams on time and in good condition, at the sole discretion of Adams, Adams will return the amount paid as a deposit to the customer. In the event that the item is not returned in good condition, at the sole discretion of Adams, Adams is allowed to retain the deposit and to use it as additional security for the fulfilment of the customer's obligations under the (rental) agreement and the present terms and conditions, including (as compensation for) costs and damages.

Article 27 - Return of rental product(s)

1. The customer has an immediate obligation to return after the expiry of the agreed rental period, as stipulated in Article 22 paragraph 3.
2. If the rented product is not returned to Adams before or at the end of the agreed rental period, Adams will send a one-time reminder, using the contact details provided by the customer. If this reminder is not heeded, Adams reserves the right to file a report. In addition to the rental price, the customer also owes Adams the sales price of the non-returned product and the customer is obliged to compensate all (other) damage suffered by Adams.
3. If the rental period is exceeded, Adams has the right to take back the item immediately, whereby the lease automatically continues under the same conditions up to and including the day that the item is back in the possession of Adams, on the understanding that the rental amount for the period of exceeding is then as follows: the rent agreed between Adams and the customer is increased by weekly instalments, with a minimum of 1 week and a fine of € 50 per day, until the item is back in the possession of Adams. Without prejudice to any damage to be suffered by the landlord and the costs to be incurred.
4. The customer returns the rented item to the same Adams location where the rental agreement was concluded. Rented items will be checked by Adams after return. The transport of articles by, or on behalf of, Adams is not to be regarded as such a control. The Adams audit is binding on all parties. If damage to the item is found during the aforementioned inspection, the customer will be informed as soon as possible, but no later than 5 working days after return. This damage report will set a period within which the damaged item will be kept available to the customer, for the purpose of a possible (counter-)expertise. After this period has expired, Adams will proceed with repair and/or replacement without further notice and all costs will be charged to the customer.

Article 28 - Damage and loss / theft / embezzlement

1. Damage to the rented product, caused within the period in which the customer is responsible for the rented product, must be reported to Adams in writing immediately after discovery, but no later than within 24 hours after its occurrence.
2. In the event of theft, embezzlement, loss and/or loss of the rented product, the customer is obliged to report this in writing to Adams within 24 hours of discovery and to report and/or report the theft, misappropriation, loss and/or loss to the competent authorities. The customer is also obliged to submit a (copy of the) official report of the report to Adams.
3. In the event of theft, damage or (economic) total loss of the rented item, the customer is obliged to compensate Adams for the damage, in exchange for the amount of the new price charged by Adams with additional costs. If and insofar as repair of the rented item is still possible, at the sole discretion of Adams, the customer undertakes to reimburse the repair costs involved.

Cancellation condition, in case of cancellation by the customer

1. In case of cancellation up to 7 days before the start of the rental period, Adams will charge 10% of the rental price, with a minimum of € 100,-, as a cancellation fee
2. In case of cancellation from 7 days to 24 hours before the start of the rental period, adams will charge 20% of the rental price, with a minimum of € 200,-, as a cancellation fee
3. In case of cancellation 24 hours before the start of the rental period or if the items are not picked up, the entire rent as stated in the rental agreement will be charged

Proper transport

1. The customer shall ensure proper transport of the item. If Adams finds that the customer does not have proper transport available (at the sole discretion of Adams), Adams reserves the right to cancel the rental agreement. If the rental agreement is cancelled for this reason, Adams will (may) charge the customer an amount equal to the total rent plus the administration costs incurred. Any right to compensation from the customer is excluded.
2. Proper transport includes: (a) the articles must be transported at all times in the corresponding covers, flight cases, suitcases, cases or other protective equipment supplied by Adams, (b) the articles may only be transported in a closed cabin, which is protected from the weather, (c) articles may not be stacked on top of each other if there are no flight cases or other proper protection around them, (d) items must be properly secured during transport, (e) items must not be exposed to extreme temperatures (not below 0 degrees and not above 35 degrees) during the rental period and (f) any additional instructions from Adams in this regard must be strictly followed.

Attachment of the item

In the event of administrative, civil and/or criminal seizure of the rented item, the customer remains obliged to comply with the obligations of the rental agreement, including the payment of the rental price including costs and surcharges, until the moment that the item is back in the possession of Adams free of seizures. The customer is obliged to indemnify Adams for all damages and costs resulting from the attachment.

Termination of the lease

Adams is entitled to terminate the rental agreement immediately (prematurely) without notice of default or judicial intervention and to regain possession of the article (or have it restored), without prejudice to its right to compensation for costs, damages and interest, if it appears that the customer does not or will not or will not comply with one or more of the obligations of the rental agreement during the rental period, or does not do so in a timely or complete manner, if the customer dies, is placed under guardianship, applies for a suspension of payments, is declared bankrupt, is declared to be subject to the Natural Persons Debt Restructuring Act, moves his place of residence or registered office abroad, the leased property is seized, or if the customer becomes aware of the existence of circumstances during the rental period, which are of such a nature that if Adams had been aware of them, he would not have entered into the lease or would not have entered into it under the same conditions. The customer will cooperate fully with Adams to regain possession of the leased property. Adams is not liable for damage resulting from the (premature) dissolution of the lease.

Other provisions

The tenant is obliged to cooperate at Adams' first request with a viewing of the leased property by an intended successor tenant, a prospective buyer or an expert / appraiser.

If two or more (legal) persons are tenants, they are jointly and severally liable to Adams for all obligations under the lease agreement.

Part – Conditions on sight agreement

Article 29 - Appearance of the agreement

1. In addition to the general terms and conditions included above and the terms and conditions of the rental agreement, these terms and conditions apply in the event of a contract between Adams and the customer, including the temporary trial of a product (free of charge) or temporary replacement in the event of repair. In the event of a conflict with the general terms and conditions and the rental agreement, the relevant terms and conditions will prevail in the event of an agreement on sight.
2. The customer is obliged to show Adams a valid proof of identity before or when entering into an agreement and to provide correct name and address details (name, address and place of residence).
3. The terms of the contract do not relate to a staggered payment arrangement to be agreed with Adams (purchase on instalments) as the case may be.
4. Adams reserves the right at any time to refuse to enter into an agreement with a customer without giving reasons.

Article 30 – Duration of the contract

1. The contract is entered into for the agreed period and amounts to a maximum of 1 week, unless otherwise agreed in writing.
2. The product taken into account must be returned to Adams no later than the last day of the agreed period, at the expense of the customer. If the product taken into account has not been returned on the day in question, Adams may charge the customer an amount equal to the sales price charged by Adams plus the administration costs incurred by Adams.
3. If the product taken on inspection is not returned in good condition, at the sole discretion of Adams, Adams will charge the customer repair and/or cleaning costs (as far as applicable).

Part – Condition of the repair and maintenance agreement

Article 31 - Repair and maintenance agreement

1. In addition to the general terms and conditions set forth above, these terms and conditions apply in the event of a repair and maintenance agreement between Adams and the customer. In the event of a conflict with the general terms and conditions, the relevant repair and maintenance conditions will prevail in the event of a repair and maintenance agreement.
2. The customer is obliged to show Adams a valid proof of identity before or when entering into a repair and maintenance agreement and to provide correct name and address details (name, address and place of residence).
3. The repair and maintenance conditions do not relate to a payment arrangement to be agreed with Adams in instalments (instalment purchase).
4. Adams reserves the right at any time to refuse to enter into a repair and maintenance agreement with a customer without giving any reason.

Article 32 - The assignment

1. The order to carry out work and the scope thereof is given orally or in writing by the client. A copy of a verbal and written order will be provided to the customer by Adams.
2. At the time of handing over the instrument to Adams for service or repair, this is at the risk of the customer and the customer agrees that Adams employees will handle the instrument with care and responsibility.
3. The customer will explicitly state which defects are present and need to be repaired. This will be recorded by Adams during the preparation of the assignment confirmation.

4. Repair and maintenance are based on the complaint(s) as described by the customer. If there is no or no clear description of the complaint(s), the repairer will repair any defects found at his own discretion.
5. The work carried out will be specified by Adams on the invoice.

Article 33 - Quotation and time limit

1. For each assignment, an Adams employee will make a quotation in advance, subject to additional costs. If no clear description of the order has been given by the customer, the price will be determined on the basis of the actions in article 31 paragraph 4.
2. The customer is entitled to terminate the repair and maintenance agreement, subject to a notice period of two weeks, with compensation from Adams for the work already performed by it.
3. The time limits used by Adams are indicative and always subject to change.
4. If the payment is not made within the specified period, Article [9(7)] will apply.

Article 34 - Liability

Adams is not liable for any damage to paintwork or silvering that may occur during the internal and external cleaning of products. Adams is not liable for damage to the product that is already present on the product at the time of delivery but does not need to be repaired. In a dispute about the question of guilt, the burden of proof lies with the customer. Complaints by the customer must be made within 7 days of the return of the product. Adams is no longer responsible for a product submitted to Adams for repair or service by the customer if it is not collected by the customer for more than 3 months thereafter.

Article 35 - Quality

1. Adams uses new, preferably original, parts, alternative parts or homemade parts as much as possible during the repair.
2. A repair will be carried out in such a way that the instrument then meets the customer's expectations or the conditions for normal use.
3. After the repair, the customer receives a repair note with a brief description of the work performed.

Article 36 - Stolen instrument

If, before or during the processing of an order, it appears that the serial number of the product appears in a database of stolen or missing products, Adams reserves the right not to accept the order. In that case, Adams is also obliged to report this to the police and the judiciary.