Article 1. Definitions

In these Terms and Conditions, the following definitions are used:

1. **Adams**: Muziekcentrale Adams B.V., being the user of these general conditions, which apply in case of an online purchase via the Online shop of Adams.
2. **Article**: an article listed in these general terms and conditions, unless stated otherwise.
3. **Cooling-off period**: the term during which the consumer can exercise his right of withdrawal;
4. **Customer**: every customer or purchaser of Adams, where customers can be both consumers and entrepreneurs. A consumer is a natural person who does not act in the exercise of profession or business. An entrepreneur is a natural or legal person or a partnership, acting in the exercise of a profession or business.
5. **Day**: calendar day;
6. **Digital content**: data produced and delivered in digital form;
7. **Durable data carrier**: any means, including email, which allows the customer or the entrepreneur to store information directed to him or her personally in such a way that makes future consultation and use possible during a period aligned with the purpose for which the information is intended, and which makes unaltered reproduction of the stored information possible;
8. **Right of withdrawal**: the ability of the customer to terminate the distance contract within the cooling-off period.
9. **Entrepreneur**: the natural or legal person who works for Adams and offers products, (access to) digital content and / or remote services to consumers;
10. **Contract**: every contract between Adams and a customer.
11. **Distance contract**: a contract concluded between Adams and the customer within the scope of an organised system for sales on distance of products, digital content and/or services, whereby up to and including the conclusion of the contract exclusively or partly, use is made of one or more techniques for distance communication.
12. **Additional contract**: a contract in which the consumer acquires products, digital content and/or services within the scope of a distance contract and these goods, digital content and/or services are delivered by Adams or a third party based on an arrangement between this third party and Adams;
13. **Fixed term contract**: a contract serving to deliver goods, services and/or digital content during a given period;
14. **Return Form Online Orders for revocation**: the Return Form of Online Orders for revocation included in Annex I of these terms and conditions; Annex I does not have to be made available if the customer does not have a right of withdrawal in respect of his order;
15. **Technology for remote communication**: any means which can be used to conclude a contract, without Adams and the client having to be together (in the same room) at the same time.
16. **Gift voucher (s)**: non-redeemable voucher (s) with a certain value which the customer can only use to purchase from Adams.

Article 2. Identity Adams

Visiting address & business address:

Aziëstraat 17-19

6014 DA Ittervoort (The Netherlands)

Accessibility:
Monday – 09:00 am – 04:30 pm
Tuesday - 09:00 am - 04:30 pm
Wednesday - 09:00 am - 04:30 pm
Thursday - 09:00 am - 04:30 pm
Friday - 09:00 am - 04:30 pm

Phone number: +31 (0) 475 56 07 00

Email address: info@adams.nl

Internet: www.adams-music.shop

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 any legal relationship or contract between Adams and a customer.
2. The general terms and conditions of the customer do not apply, except if and insofar as these conditions have been accepted explicitly and in writing by Adams.
3. If one or more provisions in these General Terms and Conditions become void or may become destroyed, then the remaining provisions of these General Terms and Conditions shall remain fully applicable. Parties will then consult to agree on new provisions to replace the void or voided provisions, whereby as much as possible the purpose and intent of the original provision (s) will be observed.
4. If the distance contract is concluded electronically, the text of these general terms and conditions can be made available electronically to the customer in such a way that it can be easily stored by the customer on a durable medium. If this is not reasonably possible, it will be indicated, before the distance contract is concluded, how the general terms and conditions can be inspected electronically and that they will be sent free of charge at the consumer's request, electronically or in another manner.

Article 4 - The offer

1. All offers and quotations made by Adams are without obligation.
2. If an offer is of limited duration or if certain conditions apply, these shall be explicitly stated in the offer.
3. An Adams offer contains as much information as possible from 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 are indicative and do not entitle the customer to dissolution or compensation if they are exceeded.
5. Obvious errors or mistakes in the offer are not binding for Adams.
6. Offers and quotations do not automatically apply to repeat orders by the customer.

Article 5 - The contract

1. The contract commences at the time of acceptance by the customer of the offer from Adams and the fulfilment of the conditions attached thereto.
2. If the consumer has accepted the offer via electronic means, Adams shall promptly confirm the receipt of the acceptance of the offer via electronic means. As long as receipt of this acceptance has not been confirmed by Adams, the consumer can dissolve the contract.
3. If the contract is created electronically, Adams will take appropriate technical and organizational measures to secure the electronic transfer of data and Adams will strive for a secure web environment as much as possible. If the customer pays electronically, Adams will take appropriate security measures to that end.
4. Adams is entitled to inform itself within legal frameworks whether the customer can meet his payment obligations. If on the grounds of this investigation, Adams has sound reasons not to enter into the contract, then Adams is entitled to refuse an order or request or to attach special conditions to the execution of the contract.

Article 6 - Right of withdrawal

1. The customer can terminate a distance contract regarding the purchase of a product or an additional contract during a cooling-off period of 14 days without giving any reason. Adams may ask the customer about the reason for withdrawal, but it is not mandatory for giving reasons.
2. The cooling-off period referred to in sub-clause 1 starts on the day the product is received by the customer or by a third party appointed by him in advance and who is not the carrier, or:
    1. If the Customer ordered multiple products in one order: the day on which, or a third party appointed by the customer, who is not the carrier, has received the last product from that order. Adams may refuse an order of multiple products with different delivery dates, provided the entrepreneur clearly informed the customer of this prior to the order process.
    2. If the delivery of a product consists of multiple shipments or parts: the day on which the customer or a third party appointed by him, who is not the carrier, received the last shipment or the last part;

3. In case of contracts for periodic delivery of products during a certain period of time: the day on which the customer, or a third party appointed by him, who is not the carrier, has received the first product.
4. In the case of an additional contract: the day following the day on which the supplementary contract was concluded.

Article 7 - Obligations of the customer during the cooling-off period

1. During the cooling-off period, the consumer shall handle the product and the packaging with care. He will only unpack or use the product to the extent necessary for establishing the nature, the characteristics and the function of the product. The guiding principle is that the consumer may only handle and inspect the product in the way in which one may do so in a shop.
2. The customer is liable for the decrease in value of the product that is caused by the way of handling the product which went further than allowed in sub-section 1.

Article 8 - Exercise of the right of withdrawal by the consumer and the related costs

1. If the customer uses his right of withdrawal, he will report this to Adams within the cooling-off period by means of the Return Form Online Orders for withdrawal.
2. As soon as possible, but within 10 days from the day following the notification referred to in paragraph 1, the customer returns the product including Return Form Online Orders or hands it in the aforementioned manner to (an authorized representative of) Adams.
3. The customer shall return the product with all delivered accessories and if reasonably possible in the original state and packing and in conformity with the reasonable and clear instructions given by Adams.
4. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal fall on the customer.
5. The customer shall bear the direct costs of returning the product.
6. If the customer exercises his right of withdrawal, all additional contracts end by operation of law.

Article 9 - Obligations of Adams in the event of withdrawal

1. If Adams allows the notification of withdrawal by electronic means, then Adams will promptly send a confirmation of receipt after receiving this notification.
2. In the event of legal revocation, Adams will reimburse all payments (excluding the added payment costs for PayPal and the shipping costs arising from the fact that the customer’s order must be sent to a country outside the European Union) from the customer, without delay but within 14 days following the day on which the customer has notified the cancellation to Adams, to the extent that Adams has received the product(s) in good condition.

3. Adams uses the bank account details which the customer has indicated by completing the Return Form Online Orders or by email about the returned product.

Article 10 - Exclusion of the right of withdrawal

Adams can exclude the following products and services from the right of withdrawal, but only if Adams clearly states this when making the offer or at any rate in a timely fashion before concluding the contract:

1. Products or services with a price which is subject to fluctuations in the financial market on which the Adams has no influence and which may occur within the period of withdrawal;
2. Contracts which are concluded during a public auction. A public auction is defined as a sales method whereby Adams offers products, digital content and/or services to the customer who is personally present or has the option of being personally present at the auction under the direction of an auctioneer and whereby the successful bidder is obliged to purchase the products, the digital content and/or the services.
3. Additional contracts, after full execution of the service, but only if:
    1. The execution was started with the customer's explicit prior consent; and
    2. The customer has declared that he will lose his right of withdrawal as soon as Adams has fully executed the contract;
4. Contracts related to leisure activities when a certain date or period of execution is arranged in the contract;
5. Products manufactured in accordance with the customer's specifications which are not prefabricated, and which are produced based on a customer's individual choice or decision or which are clearly intended for a specific person;
6. Sealed audio and video recordings and computer programs of which the seals were broken after delivery;
7. The delivery of digital content other than on a physical carrier (among which software), but only if:
    1. the execution was started with the customer's explicit prior consent; and
    2. the customer stated that he will lose his right of withdrawal by doing so.
8. Sheet music
9. Damaged products.
10. Products which are not on stock on the moment that they are ordered, will be seen as specific
    order for the customer and therefore cannot be returned.
11. Products that are subject to the personal hygiene of the consumer.
    Consider: reeds, earplugs, lip protectors of which the consumer has broken the seal.

Article 11 - The price

1. The prices mentioned in an offer or contract include VAT, unless expressly stated otherwise.

2. During the period of validity stated in the offer, the prices for the products and/or services shall not be raised, except for price changes due to changes in VAT rates or other increases made by the government.
3. By derogation to the previous paragraph, Adams may offer products or services whose prices are subject to fluctuations in the financial market which are beyond the Adams's control, at variable prices. The possibility of price corrections and / or the fact that quoted prices are target 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 at the expense of the customer, unless otherwise indicated and / or expressly agreed otherwise.
5. Delivery within the Netherlands and Belgium costs 5.90 euros per order. For orders over 65 euros Adams ships the order within the Netherlands and Belgium free of charge. The shipping costs for other countries can be viewed under "Shipping costs other countries", which can be found on the website of Adams (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 12 - Compliance contract, guarantee

1. Adams guarantees that the products and/or services comply with the contract, with the specifications listed in the offer, with reasonable requirements of usability and/or reliability and with the existing statutory provisions and/or government regulations on the day the contract was concluded. If expressly agreed, Adams also guarantees that the products and / or services are suitable for other than normal use.
2. An additional guarantee provided by Adams, its supplier, manufacturer or importer shall never limit the legal rights and claims that the customer can enforce against Adams pursuant to the law or the contract, if and insofar as Adams has accountably failed to comply with its obligations. under the contract.
3. An additional guarantee is understood to mean any obligation of Adams, its supplier, importer or producer in which it assigns to the customer certain rights or claims that go beyond what they are legally obliged to do, in case they have failed to fulfil their obligations on ground of the contract.
4. The following are excluded from any warranty:
    1. rental instruments
    2. products that have a usage clause or are subject to other natural wear and tear
    3. defects in the product or service, caused by non-compliance with the instructions, improper use, abnormal environmental conditions, overloading, poor maintenance and / or inadequate care of the product
    4. defects in the product caused using accessories, add-on parts and / or replacement parts which are not original parts
    5. products or services to which changes and / or extensions have been made.
    6. minor or insignificant deviations from the product standard which are unimportant for the value and normal use of the product or service

5. The rectification of a defect, of which Adams confirms that it is covered by the warranty, is such that the defective product or service is repaired free of charge by Adams or is replaced by a correct product or service (or another model or version). Replaced products and / or parts become the property of Adams.
6. The claim to a guarantee must be made valid by the customer within the warranty period, in the absence of which there is a question of legal processing.
7. If the customer claims a guarantee, the customer must send the product with a copy of the bill to Adams.
8. Claims other than the right to remedy defects referred to in article 12 (paragraph 5) cannot be made against Adams unless expressly agreed otherwise.
9. By using a warranty, the original warranty period of the product or service is neither extended nor renewed.
10. A guarantee is no longer applicable in eventual resale by the customer.
11. Warranty conditions for used instruments
    1. No warranty is given on the finishes and/or coatings of the instrument.
    2. If original parts are not used during maintenance or repair, the warranty will automatically be void.
    3. Normal wear and tear as a result of (intensive) use is not covered by the warranty.
    4. Damage or defects resulting from improper use or incorrect maintenance, as well as other forms of user damage, are also excluded from the warranty.
    5. The warranty applies exclusively to the original purchaser and is not transferable in the event of resale to third parties.

Article 13 - Delivery and execution

1. Adams will take the greatest possible care when receiving and implementing orders for products.
2. The place of delivery is the address of Adams (store sales) or the address which the customer has made known to Adams (sale on order).
3. Subject to what is stated in article 4, Adams will execute accepted orders with due speed. If the delivery of a product or service is delayed, or if an order cannot or only partially be executed, the customer will receive notice of this as soon as possible, whereby Adams (if applicable) will indicate whether the customer in that case has the right to terminate the contract without penalty and / or is entitled to any compensation.
4. Delivered products or services are considered as transferred, even if the buyer has failed to receive them or collect them at a delivery point.
5. The delivered products or services must be examined immediately after delivery by the customer or his representative for transport and / or packaging damage. Transport and / or packaging damage must be confirmed in writing by the transport company or parcel service when the goods are accepted.
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.
7. If the customer cancels the contract before delivery, Adams is entitled to charge a compensation of 25% of the purchase price or a higher percentage, if Adams can

make a plausible claim that the damage is higher.

Article 14 - Payment

1. The customer must pay the product or service to Adams at or before delivery.
2. The invoices of Adams must - insofar as not otherwise agreed in writing - be paid immediately and without discount, deduction and / or settlement. Payment will be made on delivery by cash payment. Orders with payment in advance will be sent after receiving the payment.
3. When selling products from the current collection and unique products of which only one or a limited number are still in stock, then in the event of multiple orders, a purchase contract with Adams will only be concluded with the first paying customer.
4. Where advance payment is stipulated, the consumer cannot invoke any rights whatsoever in relation to the implementation of the order or service(s) in question before the stipulated advance payment has been made.
5. Adams reserves the right to refuse checks, foreign currencies (no €) and other non-cash payment and / or exchange instruments, including bitcoins, or to attach further conditions thereto. Payments in foreign currencies are credited by Adams according to the bank statement. The bank charges as well as credit card costs and any negative currency and / or price fluctuations of payment and / or exchange funds for Adams are for the account and risk of the customer.
6. The customer is obliged to report any inaccuracies in the payment details provided to Adams without delay.
7. If the customer does not fulfil his (payment) obligation(s) on time and / or completely, then, after the customer has been properly informed by Adams, it will owe statutory interest on the amount due and Adams is entitled to charge the extrajudicial collection costs it has incurred. Regarding extrajudicial (collection) costs, Adams is entitled to the maximum allowable reimbursement as stipulated in the decree on compensation for extrajudicial (collection) costs.
8. A customer can 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 from Adams. Each (all) voucher(s) issued by Adams is (are) valid for a maximum of one year after the date of purchase, unless otherwise stated on the voucher and / or explicitly agreed otherwise.
9. Gift voucher(s) or their residual value cannot be exchanged for cash.
10. 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 with one or more of the other payment methods accepted by Adams.
11. It is not permitted to change, multiply, forge, undermine or otherwise impair voucher(s) or its operation (including hacking).
12. In the event of doubt about the authenticity of the voucher(s), Adams reserves the right to refuse the voucher(s) without giving any reason.

Article 15 – Reservation of ownership and right of retention

1. All goods delivered by Adams remain the property of Adams until the customer has fulfilled all following obligations under the contract(s) made between Adams and the customer: (a) the consideration, including the payment of the purchase price, in respect of by Adams goods and services supplied and / or to be delivered and (b) any claims due to non-fulfilment by the customer of the aforementioned contract(s).
2. If and in so far as Adams can rely on the retention of title, it can reclaim the goods at any time from the customer.
3. The customer is not entitled to pledge the goods falling under the property rights of Adams nor encumber them in any other way. The customer is obliged to adequately insure and keep insured the goods delivered under retention of title.
4. If Adams may charge costs to the customer for a repair, Adams may retain the item until the repair costs have been paid in full by the customer.

Article 16 - Suspension and dissolution

1. Adams is entitled to suspend the fulfilment of its obligations or to dissolve the contract (extrajudicial) if:
    1. the customer does not, not timely or not completely fulfil the obligations from the contract.
    2. after the conclusion of the contract Adams learns of circumstances giving good ground to fear that the customer will not fulfil the obligations from the contract.
    3. the customer is requested to provide security for the fulfilment of his obligations under the contract and this security is not forthcoming or in the opinion of Adams is insufficient.
2. In addition, Adams is authorized to dissolve the contract (extrajudicial) if circumstances arise which are of such a nature that fulfilment of the contract is impossible or can no longer be demanded according to standards of reasonableness and fairness, or if other circumstances arise are of such a nature that (unchanged) maintenance of the contract cannot be reasonably expected.
3. If the contract is legally dissolved by Adams, but the customer has already used the goods delivered by Adams, then the customer is not entitled to a refund of the full purchase price, but only a part, considering the aforementioned use and wear and tear.
4. If the contract is dissolved, the claims of Adams on the customer are immediately due and payable. If Adams suspends the fulfilment of the obligations, it will retain its claims under the law and under the contract with the customer.
5. If Adams dissolves the contract based on the foregoing provisions, Adams is not liable to the customer or third parties for any costs or compensation.
6. Adams always reserves the right to claim costs and / or (additional) compensation.

Article 17 - Liability

1. If products or services supplied by Adams are defective, the liability of Adams towards the customer is limited to that which is regulated in article 12.

2. Adams is only liable for direct damage. Adams is not liable for any damage whatsoever, because Adams has assumed incorrect and / or incomplete information provided by or on behalf of the customer, or by improper or incorrect use of the delivered products and / or services by or on behalf of the customer. Adams is also never liable for indirect damage, including consequential damage, loss of profit, missed savings and / or business stagnation.
3. If Adams is liable for direct damage, then this liability is limited to a maximum of the invoice amount, at least that part of the contract to which the liability relates. In addition, the liability is at all times limited to a maximum of the amount that is paid out under the insurance of Adams in the occurring case.
4. Adams is not obliged to fulfil any obligation if it is prevented from doing so as a result of force majeure, that is to say, a circumstance which cannot be attributed to its fault, and which cannot be infringed by law, legal act or current opinion attributed to them. Force majeure is understood in addition to what is understood in law and jurisprudence, all external causes, foreseen or unforeseen, to which Adams can exert no influence or only a limited influence, but as a result of which Adams is unable to meet its obligations and / or causing the customer to suffer damage, such as: strikes, natural disasters, traffic obstructions, 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 affairs in the company is impeded as a result of which the fulfilment of the contract by Adams cannot reasonably be required. Adams also has the right to invoke force majeure if the circumstance which prevents (further) fulfilment and / or through which the customer suffers damage occurs after Adams had to fulfil its obligation.

Article 18 - Intellectual property rights

1. Without prejudice to the other provisions in these general terms and conditions, Adams reserves the rights and powers accrued to them based on the Dutch Copyright Act and other laws and regulations relating to intellectual property rights.
2. The customer is not allowed to make changes to the delivered goods and / or services unless otherwise follows from the nature of the delivery or otherwise agreed in writing.
3. The designs, drawings, software and other materials or (electronic) files possibly created by Adams in the context of the contract remain the property of Adams, regardless of whether these have been made available to the customer or to third parties. The aforementioned goods are exclusively intended for use by the customer and may not be reproduced, made public or brought to the notice of third parties without the prior consent of the user, unless the nature of the goods provided dictates otherwise.
4. During events in our store, photo and video recordings may be made. These recordings may be used by us for promotional and communication purposes, including publication on our website, social media channels, and other marketing materials. By participating in or attending an event, the customer grants permission for the use of visual and audio material in which the customer may be recognizable. If the customer does not wish to appear in such material, this must be communicated

to the organization before or during the event.

Article 19 - Complaints procedure

1. Adams has a complaints procedure (see website) and handles complaints as much as possible in accordance with this complaints procedure.
2. Complaints about the execution of the contract must be submitted to Adams fully and clearly described within a reasonable time. Considering a complaint does not mean that Adams recognizes guilt or liability.
3. Complaints submitted Adams shall be answered within a period of 14 days after the date of receipt. Should a complaint require a longer period to resolve, Adams shall respond within the term of 14 days with a notice of receipt and with a time indication in which the consumer can expect a more detailed reply.

Article 20 - Business customer

By business customer is meant the customer who acts in the context of the exercise of profession or business, as defined in article 1 paragraph 4.

The following provisions do not apply to a business client: [n/a].

Article 21 - Applicable law

Each offer of Adams and each contract between Adams and the customer is exclusively governed by Dutch law. This also applies if a contract is fully or partially performed abroad and / or if the customer is located abroad.

The applicability of the Vienna Sales Convention is excluded (“opt out”)

Article 22 - Disputes

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

Article 23 - Location, explanation and modification of the conditions

1. These General Terms and Conditions have been filed with the Chamber of Commerce.
2. In case of necessary explanation of the content and scope of (a translation of) these general terms and conditions, the Dutch text will always be decisive.

3. Applicable is always the last deposited or published version of the general terms and conditions and/or the version which applied at the time of the conclusion of the contract.