

GENERAL CONDITIONS **Interviolin**

Present General Conditions are used by:

Viool.nl VOF
Amsteldijk 155
1079LH Amsterdam
Netherlands

Registered in the company register with the Chamber of Commerce in Amsterdam with number 34381419 The BTW-number (Dutch VAT) of Interviolin is:
NL822021687B01

Interviolin can be reached by phone at phone number **+31 651376557** And moreover within reach by e-mail, by sending an e-mail to **info@Interviolin.com**

Article 1 Definitions

In these General Conditions used words, singular or plural, that start with a capital letter, have the meaning of the italic words as defined underneath in this article.

- 1.1 *General Conditions*: present general conditions.
- 1.2 *Order procedure*: The procedure that the Customer goes through in an interactive way at the Website on ordering Products.
- 1.3 *Customer*: the other party of Interviolin with whom Interviolin enters into a Contract.
- 1.4 *Contract*: contract of which the General Conditions are an integral part of concerning the sale and delivery of Products.
- 1.5 *Parties*: Interviolin and Customer together.
- 1.6 *Interviolin*: the party that operates the General Conditions, also opposing party of Customer.
- 1.7 *Website*: the website of Interviolin, to be found under the URL <[http://www. Interviolin.nl](http://www.Interviolin.nl)>.
- 1.8 *Products*: products that Interviolin offers on her Website, which Customer can order.

Article 2 Appropriateness

- 2.1 The General Conditions are applicable to all Contracts, possible (e-mail) newsletters, the Website, the Order procedure as well as contacts and / or (juristic) acts between Parties, also when these (juristic) acts

- 2.2 Appropriateness of general delivery or payment conditions and / or other general or special conditions of Customer are expressly exclusive.

Article 3 Realization Contract

- 3.1 The Products as offered on the Website with accompanying prices as an offer without obligations, which can be accepted by Customer by going through and completing the entire Order procedure.
- 3.2 Interviolin does not guarantee that the offer as referred to before is without mistakes and / or omissions. Misprints are expressly reserved and can be a foundation for not accepting the Contract. If Interviolin decides so, she will immediately inform the Customer with this.
- 3.3 If the Contract is not established or disbanded, for what reason so ever, under which is included the situation as referred to in the preceding subsection, Interviolin bears the responsibility for –when the Customer paid in advance, refunding the paid amounts to the Customer as soon as is possible for Interviolin, including the initial shipping costs. This refund will at least take place within 30 (Thirty) days.

Article 4 Prices and payment

- 4.1 Prices as stated on the Website are inclusive VAT, as well as inclusive other enforced levies as stipulated by the authorities. The prices are exclusive shipping costs. The Customer will be charged for these during the Order procedure.
- 4.2 Interviolin is authorized to adjust the prices at any time. With price changes, the latter has no consequences for current Contracts, which will be executed for the prices that were agreed upon.
- 4.3 The due amounts can be paid by the Customer in three ways:
a. by means of electronic prepayment;
b. by means of prepayment with transfer (via Bank);

Article 5 Delivery period

- 5.1 The delivery periods as stated on the Website as well as in confirmation e-mails are indicative.
- 5.2 Interviolin will make a supreme effort to achieve these indicative stated delivery periods.
- 5.3 If and as far as Interviolin cannot delivery the ordered Products to Customer within 30 (Thirty) days, the Customer has the right to cancel the Contract, after Interviolin informed not being able to execute the

Article 6 Revocation right

- 6.1 The Customer has the right to return the delivered Products to Interviolin within seven (7) weekdays after receipt, without providing reasons (so without having to fill in the complaint form as stated in article 7.1) provided that:
- a. the Products are returned at the expense of the Customer, not sufficiently stamped packages will not be accepted by Interviolin;
 - b. the Customer itself is responsible for the way of shipment and for the risk of the package –and this responsibility and the risk herewith is accepted by Customer- until Interviolin received it.
- 6.2 The revocation counts as disbanding value whereby the Customer has the right to refund of which is already paid. With revocation, article 3.3 is in accordance application.

Article 7 Complaints

- 7.1 If and as far as the Customer believes the characteristics of the Products do not satisfy the Contract, the Customer will consult Interviolin, after which Customer has the right to return the Products to Interviolin provided that:
- a. Customer has inspected the delivered after receipt and reported possible defects in writing to Interviolin within a qualified period;
 - b. the complaint form as delivered with the package is filled in completely, and with absence of it, can be downloaded from the Website and filled in completely afterwards;
 - c. the Products are returned at the expense of the Customer, not sufficiently stamped packages will not be accepted by Interviolin;
 - d. the Customer itself is responsible for the way of shipment and for the risk of the package –and this responsibility and the risk herewith is accepted by Customer- until Interviolin received it.
- 7.2 If investigation carried out by Interviolin proves that the Products do comply with the Contract, Interviolin will consult with Customer.
- 7.3 If investigation of Interviolin indeed proves that the characteristics of the Products do not comply with the Contract, the Customer has the right to a substitute product, if still available, and refund of the shipping costs as stated under b of article 7.1. Might the substitute product not be available, the Customer has the right to:
- a. the selecting of a substitute product of the same value as Product which did not turn out to be satisfactory, if the selected product is more expensive than Product which did not turn out to be satisfactory, the Customer will contribute the difference in price, if the selected product is cheaper than the Product that did not turn out to be satisfactory, the Customer will receive the difference in price, where the last sentence of

- 7.4 When speaking of the value of the Product in the preceding subsection, the price that is agreed upon in the Contract is referred to.
- 7.5 During the period as stated in article 6.1, the Customer may also use the right as given in that article. Nevertheless, with a filled-in complaint form the procedure as in this article is supposed.

Article 8 Process personal data

- 8.1 If and as far as personal data of Customer is processed, this processing is merely about:
- a. executing and giving shape to the Contract;
 - b. subject to the limitation of the following subsection, informing the Customer with (new) Products and services of Interviolin
- 8.2 For sending commercial expressions via electronic way to Customers (for example, but not exclusively, e-mail newsletters and SMS messages) as stated in preceding subsection under b, the Customer is asked for permission during the Order procedure, and only when this permission is given by the Customer, Interviolin will send these expressions.
- 8.3 The Customer has the right to inspect her personal data free of charge and at all times and permits Interviolin to adjust these data if required when inaccuracies occur.

Article 9 Applicable law, complaints and disputes

- 9.1 The Dutch legislation is applicable to the Contract and to Contracts resulting from this.
- 9.2 If and as far as a complaint comes up, the Customer contacts Interviolin, which contact can be executed by telephone, in writing and electronic. The contact data which can be used for this are given at the top of present General Conditions. Interviolin will react to a complaint not later than within 30 (Thirty) days as stated for this.
- 9.3 Customer can present the dispute –if and as far as Parties cannot solve the dispute themselves- to a competent judge in Amsterdam, under which included the provisional judge of this District Court, adjudicating in an interlocutory proceeding.

Article 10 Other stipulations

10.1 Interviolin is authorized to adjust present General Conditions at all times. After change of the General conditions, current General Conditions will be executed with the old conditions that was agreed upon.

10.2 If and as far as Interviolin provided log in data for the Order procedure, the Customer himself bears the responsibility for these data. These data are strictly personal and may not be assigned under any circumstances. The Customer himself is responsible for the consequences of the careful handling of these data.

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