



GENERAL TERMS & CONDITIONS*

1. General

- 1.1. PBR Services t.a.d.n. 112Piano, Malachietdreef 48, 7828 CN Emmen, Chamber of Commerce number: 371245689112, VAT no. NL003541445B07, hereinafter referred to as "112Piano", deals with and accepts assignments from private individuals and professional institutions concerning:
- appraisals for purchase, trade-in, valuation, maintenance and overhaul;
 - repairs and (voice) maintenance to pianos, grand pianos and harpsichords;
 - purchase and sale of pianos, harpsichords, grand pianos;
 - legal advice, training and instruction with regard to the aforesaid matters in the broadest sense.

2. Applicability of these terms

- 2.1. Any legal relationship between 112Piano and the Customer is exclusively governed by these terms and conditions.
- 2.2. By accepting any offer or concluding any agreement with 112Piano, the Customer accepts these terms and conditions and the Customer expressly rejects any of its own terms and conditions.
- 2.3. The applicability of any general specific conditions or stipulations of the Customer is expressly rejected by 112Piano.
- 2.4. Without prejudice to the application of any special conditions included in a separate written agreement, these general conditions apply to every offer, quotation or agreement between 112Piano and its Customer. In the event of any conflict between these terms and conditions and any separate written agreement, the terms of the separate written agreement shall prevail.
- 2.5. All price lists, brochures and other information provided for or with an offer are stated as accurately as possible. These are only binding for 112Piano if this has been expressly confirmed in writing by 112Piano. Details need not be provided. Deviations from these terms and conditions must be expressly agreed in writing with 112Piano. If 112Piano has agreed in writing to the applicability of deviating terms and conditions, the remainder of the present terms and conditions will remain in force, even if this is not expressly stated. The Customer cannot derive any rights for the future from any agreed deviations from these terms and conditions.
- 2.6. If any provision (or part thereof) of these terms and conditions should be unenforceable or contrary to a mandatory provision of law, this will not affect the validity or enforceability of the other provisions of these terms and conditions, nor the validity and enforceability of that part of the relevant provision that is not unenforceable or conflicts with a provision of mandatory law. In such event, the parties will negotiate in good faith to replace the unenforceable or conflicting provision with an enforceable and legally valid provision that most closely matches the purpose and intent of the original provision.

3. Definitions

- 3.1. Additional agreement: an agreement whereby a Customer acquires products and/or Services in connection with an agreement and these items, Digital content and/or Services are supplied by the entrepreneur or by a third party on the basis of an agreement between that third party and the entrepreneur;

* Translated with online translator from Dutch "Algemene Voorwaarden", in case of dispute: Dutch conditions are binding.



- 3.2. Customer: any natural person or Entrepreneur who contacts 112Piano about the conclusion of an agreement and who accepts that the General Terms and Conditions apply to his/her agreement with 112Piano;
- 3.3. General terms and conditions: one or more stipulations that have been drawn up with a view to being included in a number of agreements, with the exception of stipulations that indicate the core of the services, insofar as the latter stipulations are formulated clearly and intelligibly;
- 3.4. Service (work): any performance performed by 112Piano in the context of its professional activity;
- 3.5. Digital data: data that is stored, produced and delivered in digital form;
- 3.6. Documentation: the documentation and manuals made available by or on behalf of 112Piano for Services or products for use by the Customer;
- 3.7. Durable data carrier: any tool (including e-mail) that enables the Customer or entrepreneur to store information that is personally addressed to him in a manner that prevents future consultation or use during a period that is tailored to the purpose for which the information is intended, and which allows unaltered reproduction of the stored information;
- 3.8. Non-attributable non-compliance: any circumstance independent of the will of the parties or unforeseeable circumstance, as a result of which fulfillment of the agreement can no longer reasonably be required of 112Piano by the Customer. Under non-attributable non-compliance is in any case understood:
- 3.9. Strike and/or excessive absenteeism of personnel / subordinates made available, transport difficulties, fire, government measures, including in any case import and export bans, quotas and operational disruptions at 112Piano or at our suppliers, involuntary disruptions or impediments that make the execution of the agreement more expensive and / or becomes more objectionable, such as storm damage and/or other natural disasters as well as attributable non-compliance by our suppliers, as a result of which 112Piano can no longer fulfill its obligations towards the Customer.
- 3.10. Entrepreneur: a natural or legal person who acts for purposes related to his trade, business, craft or profession;
- 3.11. Distance contract: an agreement concluded between the entrepreneur and the Customer in the context of an organized system for distance selling of products, Digital content and/or Services, whereby exclusive or joint use is made up to and including the conclusion of the agreement. one or more techniques for remote communication;m
- 3.12. Visible defect: the defect must be visible as such upon delivery and the harmful consequences must be able to be assessed.

4. Tuning and Maintenance Subscription

If a subscription for piano tuning and/or maintenance subscription is taken out, this will be recorded in an agreement. This agreement contains at least the number of tuning and/or maintenance visits and a description of the activities.

5. Prices

- 5.1. All prices stated in quotations and agreements are exclusive of call-out costs and/or transport costs and include 21% sales tax unless indicated otherwise.
- 5.2. The prices quoted are based on the cost-determining factors at the time of offering. 112Piano reserves the right to pass on all changes in those cost-determining factors to the Customer after the date of an offer or order confirmation, even if these cost-increasing circumstances could already have been foreseen when the order was accepted.
- 5.3. Costs of additions and/or changes to the order or agreement are for the account of the Customer.

6. Quotations

- 6.1. All quotations from 112Piano, both separately and in price lists, are without obligation, unless expressly stated otherwise in the quotation, and are valid for 21 days.
- 6.2. All prices stated in quotations and agreements include sales tax unless otherwise indicated.
- 6.3. The Customer is responsible for the information, data, specifications, calculations and the like made available by him.
- 6.4. Delivery times and quotations from 112Piano are indicative and if they are exceeded, they do not entitle the Customer to dissolution or compensation, unless expressly agreed otherwise.
- 6.5. If the acceptance deviates on (subordinate) points from the offer included in the quotation, 112Piano is not bound by it. The agreement will then not be concluded in accordance with this deviating acceptance, unless 112Piano indicates otherwise.
- 6.6. A composite quotation does not oblige 112Piano to deliver part of the goods included in the offer or quotation for a corresponding part of the stated price.
- 6.7. Offers or quotations do not automatically apply to repeat orders.

7. Payment

- 7.1. All payments must be made in Euros.
- 7.2. An advance payment is due for all deliveries and services amounting to 50% of the total price due.
- 7.3. Unless otherwise agreed in writing, each (remaining) payment must be made before the delivery or delivery date by means of deposit or transfer, possibly via Paypal, into a bank account designated by 112Piano.
- 7.4. Each payment by the Customer primarily serves to settle the interest owed by it as well as the judicial and extrajudicial costs, as determined in the following articles, and will then be deducted from the oldest outstanding claim.
- 7.5. The Customer will be in default by the mere expiry of the aforementioned payment date, no notice of default is required. Nevertheless, 112Piano will send a reminder in which it informs the Customer of the default and gives him the opportunity to pay within 14 days after the date of the reminder. If payment is not made, 112Piano is entitled to charge extrajudicial collection costs and the statutory interest pursuant to Article 6:119 of the Dutch Civil Code.

8. Interest

- 8.1. If credit is granted for longer than 8 days or if it is taken incorrectly, the Customer will owe interest on the invoice amount from the invoice date.
- 8.2. This interest is a percentage equal to 4% above the statutory interest. Each time after the end of a year, the amount on which the interest is calculated is increased by the interest owed for that year.

9. Delivery and Transport

- 9.1. 112Piano is entitled to deliver services in parts, which it can quote and invoice separately.
- 9.2. Unless otherwise agreed, 112Piano determines the means of transport and the transport routes, without being responsible for choosing the fastest and cheapest option.
- 9.3. Unless otherwise agreed, the transport costs will be charged to the Customer.

10. Cancellation / Withdrawal

- 10.1. Cancellation by the Customer of an appointment for a voting or maintenance service must be made in writing at least 24 hours before the time of the appointment.
- 10.2. If the Customer cancels within 24 hours of the time of the appointment, call-out costs and half an hour of work will be charged.
- 10.3. When providing another service as referred to under 10.1, the Customer can revoke the agreement within 14 days after the conclusion of the agreement, but before the agreement has been fulfilled.

If the Customer exercises its right of withdrawal, the Customer must take back any items that are the property of the Customer and which are temporarily held by 112Piano, at its own expense. The Customer must pay the costs owed for any work already performed before the goods are returned to the Customer.

11. Garantie

11.1. Repair and maintenance

11.1.1. Unless the parties agree otherwise in writing, 112Piano guarantees the proper execution of repairs carried out by it or by third parties on its behalf for the Customer and the materials used for this during a period of three months, starting from the day the item is made available again to the Customer. Customer has been notified. The guarantee includes the correct execution of the repair that has not been carried out or has not been properly carried out within a reasonable period of time. If the work to be performed by 112Piano is no longer possible or useful, the Customer is entitled to reasonable compensation.

11.1.2. No warranty is provided on emergency repairs ordered by the Customer.

11.2. Delivered goods

11.2.1. Insofar as they are obtained from third parties, 112Piano does not give more warranty on the goods delivered by 112Piano than is given to 112Piano by our suppliers.

11.2.2. Unless otherwise agreed, no guarantee is given on all goods delivered that were (mainly) not new at the time of delivery.

11.2.3. If 112Piano replaces items in fulfillment of its warranty obligations or refunds the purchase price, the items concerned will become the property of 112Piano.

11.2.4. Our warranty obligations expire immediately in the following cases:

- a) If the Customer carries out or has repairs or changes carried out during the warranty period without our prior consent.
- b) If the Customer does not meet its payment obligations.

11.2.5. The Customer does not have the right to refuse its payments on the grounds that 112Piano has not, not yet or not fully fulfilled its guarantee obligations.

12. Complaints

12.1. Complaints in the event of contracting work, repair or maintenance or arising from any other agreement will only be dealt with by 112Piano if the Customer proves that the defects to which the complaint relates are the result of an inaccuracy in the work performed by 112Piano. and the complaints are received in writing in 112Piano no later than six weeks after delivery.

12.2. There can never be an inaccuracy in the work performed by 112Piano if and insofar as 112Piano had to rely on data, drawings, calculations, etc. that did not originate from 112Piano itself or if the condition of the objects to be processed was unsuitable for the duties assigned.

13. Kosten

13.1. 112Piano always reserves the right to claim compensation.

- 13.2. All judicial and extrajudicial costs that 112Piano has to incur in connection with non-compliance/shortcoming of the Customer are for the account of the Customer.
- 13.3. In the event of late payment, the extrajudicial collection costs will amount to at least 10% of the amount to be collected with a minimum of EUR 250. The amount to be claimed with a minimum of EUR 250.

14. Suspension / Termination

- 14.1. 112Piano is entitled in the event that the Customer has been granted a suspension of payments, has been declared bankrupt or has been declared subject to statutory debt restructuring as a natural person, to dissolve the agreement in whole or in part without notice of default being required, without being obliged to pay any damages. reimburse.
- 14.2. 112Piano is authorized to suspend the fulfillment of the obligation or to dissolve the agreement if:
- 14.3. If the agreement is dissolved, 112Piano's claims against the Customer are immediately due and payable if:
 - 14.3.1. The customer does not or does not fully comply with the obligations under the agreement:
 - a) circumstances that have come to 112Piano's knowledge after the conclusion of the agreement give good grounds to fear that the Customer will not fulfill its obligations. If there are good grounds to fear that the Customer will only partially or not properly comply, suspension is only permitted insofar as the shortcoming justifies it.
 - b) the Buyer was requested to provide security for the fulfillment of its obligation under the agreement when the agreement was concluded and this security is not provided or is insufficient. As soon as security has been provided, the authorization to suspend lapses, unless this satisfaction has been unreasonably delayed;
 - 14.3.2. Circumstances arise of such a nature that fulfillment of the agreement is impossible or can no longer be required according to standards of reasonableness and fairness, or if other circumstances arise of such a nature that unaltered maintenance of the agreement cannot reasonably be expected .
- 14.4. If 112Piano suspends the fulfillment of its obligations, it will retain its rulings from the law and the agreement.
- 14.5. Non-attributable non-performance
 - 14.5.1. If a situation of non-attributable non-compliance arises, 112Piano is entitled to suspend the execution of the agreement or to terminate the agreement definitively.
 - 14.5.2. 112Piano is entitled to claim payment for the performances performed in the execution of the agreement in question before the circumstance resulting in non-attributable non-compliance has become apparent.
 - 14.5.3. 112Piano also has the right to invoke non-attributable non-performance if the circumstance resulting in the non-attributable non-performance occurs after its performance could have been performed.

15. Liability

- 15.1. Unless the Customer can prove intent or gross negligence on the part of 112Piano or its subordinates, 112Piano is not liable for any damage, in whatever form and either direct or indirect, that could be the result of the use or unsuitability of the delivered by 112Piano.
- 15.2. The Customer is obliged to indemnify and compensate 112Piano for all costs, damages and interests, for which 112Piano may be held liable by third parties as a result of the execution of the agreement by 112Piano.
- 15.3. 112Piano is also not liable for damage caused by the sold/delivered items that do not meet the legal or other government requirements for the use of these items.



- 15.4. Without prejudice to the provisions of the above parts of this article, 112Piano's liability for damage is limited to an amount equal to the current market value of the goods concerned.
- 15.5. If 112Piano could invoke the provisions of this article, its subordinates, if any, may also invoke this, as if they themselves were a party to the agreement.
- 15.6. 112Piano is not bound by its offer if there are printing or typing errors in its catalogues, mailings or on its website.

16. Disclaimer

- 16.1. The Customer indemnifies 112Piano against all claims and other claims from third parties and the resulting damage as a result of a shortcoming by the Customer of the agreement or any other act or omission of the Customer, without prejudice to the provisions under '15. Liability'.

17. Intellectual Property

- 17.1. Intellectual Property
- 17.2. 112Piano reserves the intellectual property to the extent applicable. All intellectual property rights to all materials developed or made available in the context of learning and/or educational projects rest exclusively with 112Piano or its licensors.
- 17.3. The information, teaching materials, documentation and digital data provided to the Customer in the context of learning and/or educational projects are solely for the Customer's own use and which he may not reproduce or make public in any way.
- 17.4. The Customer is at all times prohibited from making recordings in image and/or sound of the teaching materials or teaching methods offered by 112Piano, unless expressly agreed otherwise in writing.
- 17.5. All intellectual property rights to all designs, documentation, reports, teaching materials, as well as preparatory materials developed or made available under the agreement, rest exclusively with 112Piano or its licensors.

18. Secrecy

112Piano and the Customer are obliged to maintain confidentiality with regard to all confidential information that they have obtained from each other or from another source in the context of their agreement. Information is considered confidential if this has been communicated by a party or if this results from the nature of the information.

19. Applicable law

- 19.1. Dutch law will exclusively apply to all agreements between 112Piano and the Customer.
- 19.2. All disputes that may arise between 112Piano and the Customer in connection with any legal relationship falling under the scope of these terms and conditions will, if they fall under the jurisdiction of the Northern Netherlands District Court, in the first instance be exclusively settled by the Northern Netherlands District Court.