



TERMS AND CONDITIONS UNQUENDOR GUITARS

Sole proprietorship Unquendor Guitars (hereinafter: Unquendor Guitars) is registered with the Dutch Chamber of Commerce under number 81443382 and is located at Reinenweer 16 (3363 XR) in Sliedrecht, the Netherlands.

ARTICLE 1 - DEFINITIONS

1. In these general terms and conditions, the following terms are used with the following meaning, unless explicitly stated otherwise.
2. **Offer:** Any written offer or quotation to the Client for the delivery of Instruments and / or the performance of work by Unquendor Guitars.
3. **Unquendor Guitars:** The maker and seller of Instruments who works independently or has the work performed by others or under his supervision, hereinafter: Unquendor Guitars.
4. **Company:** The natural or legal person acting in the exercise of a profession or business.
5. **Consumer:** The natural person who is not acting in the exercise of a profession or business.
6. **Client:** The Company or Consumer who enters into a (remote) Agreement with Unquendor Guitars.
7. **Instruments:** The electric guitars and basses made by Unquendor Guitars, whether or not according to the Client's wishes, or sold from stock to the Client.
8. **Activities:** The activities Unquendor Guitars offers are all activities in the broadest sense of the word within the sale of Instruments (and repair of Instruments that do not originate from Unquendor Guitars) as well as advice and the sale and / or delivery of Instruments.
9. **Agreement:** the Agreement, whereby Unquendor Guitars undertakes towards the Client to create and deliver a work of a material nature outside of employment at a price to be paid by the Client in money, whereby these general terms and conditions form an inseparable whole.

ARTICLE 2 - APPLICABILITY

1. These general terms and conditions apply to every Unquendor Guitars Offer, every Agreement between Unquendor Guitars and the Client and any work offered by Unquendor Guitars..
2. Before an Agreement is concluded (remotely), the Client will have access to these general terms and conditions. If this is not reasonably possible, Unquendor Guitars will indicate to the Client how the Client can view the general terms and conditions..
3. In principle, deviation from these general terms and conditions is not possible. In exceptional situations, the general terms and conditions can be deviated from if this has been explicitly agreed upon in writing with Unquendor Guitars. The general terms and conditions of the Client do not apply.
4. These general terms and conditions also apply to additional, amended follow-up assignments and assignments from the Client in the future.
5. If one or more provisions of these general terms and conditions are partially or completely null and void or are nullified, the other provisions of these general terms and conditions will remain in force, and the void / nullified provision (s) will be replaced by a provision with the same purport as the original.
6. Uncertainties about the content, explanation or situations that are not regulated in these general terms and conditions should be assessed and explained in the spirit of these general terms and conditions.
7. If reference is made to she / her in these general terms and conditions, this should also be understood as a reference to he / him / his, if and insofar as applicable.

ARTICLE 3 - THE OFFER

1. All offers made by Unquendor Guitars are without obligation, unless explicitly stated otherwise in writing. If the Offer is limited or valid under specific conditions, this will be explicitly stated in the Offer.
2. Unquendor Guitars is only bound by an Offer if the acceptance thereof is confirmed in writing by the Client within 30 days. Nevertheless, Unquendor Guitars has the right to refuse an Agreement with a potential Client for a good reason for Unquendor Guitars.
3. The Offer contains a description of the Work and Instruments offered. The description is detailed in such a way that the Client is able to make a proper assessment of the Offer. Obvious mistakes or errors in the Offer cannot bind Unquendor Guitars. Any images and / or specific data (including but not limited to models shown and / or provided, examples of the documents as well as statements of colors, capacities, functionalities, dimensions and other descriptions in sketches, drawings, brochures, promotional material) in the Offer are only an indication and cannot be a ground for any compensation or dissolution of the Agreement. Minor deviations that are permissible in the industry are permissible and do not constitute grounds for canceling the Agreement.
4. If the Offer is based on information provided by the Client and this information turns out to be incomplete and / or incorrect or if this information is subsequently changed, Unquendor Guitars has the right to adjust the rates, delivery times and / or prices stated in the Offer. Client is obliged to accept the changed circumstances and to comply with the payment obligations set.
5. Offers do not automatically apply to follow-up orders or reorders.
6. Delivery times, terms and hours stated in the Unquendor Guitars Offer are indicative and do not entitle the Client to dissolution or compensation if they are exceeded, unless explicitly agreed otherwise.
7. A multiple purchase quotation does not oblige Unquendor Guitars to deliver part of the Instruments included in the offer or quotation for a corresponding part of the stated price.

ARTICLE 4 - ESTABLISHMENT OF THE AGREEMENT

1. The Agreement is established when the Client has accepted an Offer or Agreement from Unquendor Guitars by returning a signed copy (scanned or original) to Unquendor Guitars, or giving an explicit and unambiguous agreement to the Offer by email..
2. If the Client has accepted the Offer by placing an order with Unquendor Guitars, Unquendor Guitars will confirm the Client's order in writing by e-mail. Each Offer is valid for a maximum of 30 days (unless explicitly agreed otherwise), after which Unquendor Guitars can no longer be held to an Offer.
3. Unquendor Guitars is not bound by an Offer if the Client could reasonably have expected or should have understood that the Offer contains an obvious mistake or clerical error. The Client cannot derive any rights from this mistake or error.
4. An Offer is only valid if it is made in writing by Unquendor Guitars to the Client. The Offer will lapse if the Instrument or the Work to which the offer relates is no longer available in the meantime.
5. Unquendor Guitars has the right to refuse an Agreement with a potential Client for a valid reason for Unquendor Guitars.
6. If several Clients jointly enter into an Agreement with Unquendor Guitars, each Client is jointly and severally liable for the fulfillment of the obligations of each Client and the joint Clients.
7. The right of withdrawal is excluded for the Client being a Company. Client being a Consumer has the right to assert its right of withdrawal within the legal term. If revocation applies, the Client will handle the Instrument and the packaging with care. She will unpack or use the Instrument only to the extent necessary to determine the nature, characteristics and operation of the Instrument. The direct costs for returning the Instrument are at the expense of the Client.
8. Instruments that cannot be taken back due to customization are excluded from the right of withdrawal. This is explicitly stated in the Offer.

ARTICLE 5 - DURATION OF THE AGREEMENT

1. The Agreement is entered into for the duration as stated in the quotation, unless otherwise agreed.
2. The Client is at all times entitled to cancel the Agreement in whole or in part. If a start has already been made with the performance of the Agreement and the Client cancels the Agreement, the Client will in any case owe the 50% deposit in the event that the Client has commissioned a custom-made Instrument.
3. Both parties can terminate the agreement on the basis of an attributable shortcoming in the performance if the other party has been given written notice of default and a reasonable period is given to fulfill its obligations and if it fails imputably. This also includes the Client's payment and cooperation obligations.
4. Both the Client and Unquendor Guitars can terminate the Agreement in writing, in whole or in part, without further notice of default, with immediate effect if one of the parties is in suspension of payments, filed for bankruptcy or the company in question ends by liquidation. If a situation as mentioned above occurs, Unquendor Guitars is never obliged to refund monies already received and / or compensation. Unquendor Guitars is entitled to immediately take back the unpaid Instruments and reserves the right to claim additional compensation from the Client.
5. Client is itself liable to third parties for the consequences of the cancellation and indemnifies Unquendor Guitars against the resulting claims from these third parties.

ARTICLE 6 - DEVELOPING INSTRUMENT DESIGNS

1. The client must record all wishes and requirements for developing a design in writing. Unquendor Guitars may deviate from this in consultation with the Client if necessary and / or desirable to achieve the desired result.
2. Unless the Parties agree on a different working method, the design will be developed in accordance with the following working method in 4 phases:
 1. Phase I: Concept development. The parties will consult each other to translate the wishes of the Client into a design. This includes information from the Client regarding, among other things, the technical specifications and visual characteristics. Unquendor Guitars will then prepare a quotation which the Client must approve or reject in accordance with the agreed manner.
 2. Phase II: visualization. After approval of the quotation, depending on the Instrument or Instruments, a suitable design will be created that will fit the wishes of the Client, which will serve as the basis for further creative elaboration. Unquendor Guitars will deliver X number of sketches where one or more designs can be selected. The selected sketch(es) will be finalized.
 3. Phase III: Feedback. Such an Instrument is then further fine-tuned according to the instructions of the Client. The Client is entitled to one adjustment, as determined by Unquendor Guitars when entering into the agreement. The client is obliged to assess the design and / or to give its approval within a maximum period of 7 days, unless a different period has explicitly been agreed. The parties can agree that the Client is still entitled to an additional number of adjustments after initial approval. If more adaptation rounds are required, or radical changes, an additional cost may be charged.
 4. Phase IV: Delivery. After the reflection period as mentioned in phase III, the developed design is final, provided no adjustments / feedback have been made here. Otherwise, Unquendor Guitars will do one last round of customization and the design will be final after this. In accordance with the quotation or agreement, the Client will receive the design.

ARTICLE 7 - MORE AND LESS WORK AND CHANGES

1. If, during the performance of the Agreement, it appears that the Agreement needs to be adjusted and / or supplemented, or at the request of the Client, further Activities are required to achieve the desired result of the Client, the Client is obliged to pay for these additional Activities in accordance with the agreed rate. Unquendor Guitars is not obliged to comply with this request and may require the Client to conclude an additional Agreement for this.
2. If a fixed price has been agreed for the Work, Unquendor Guitars will inform the Client of the additional costs or financial consequences of the additional work.
3. If and insofar as a fixed price has been agreed for the performance of certain Work, and the performance of that Work leads to additional Work that cannot reasonably be considered to be included in the fixed price, or the price must be increased as a result of the incorrect information provided by the Client which is important for determining the price (unless Unquendor Guitars should have discovered the inaccuracy of the information before determining the price), Unquendor Guitars is entitled to charge these costs, after consultation with the Client.
4. Price changes as a result of changes to the Agreement, or on the basis of laws and regulations, must be reimbursed by the Client.

ARTICLE 8 - PRICES AND PAYMENT

1. All prices are in principle inclusive of sales tax (VAT) and other tax levies. For the Buyer being a Company, the prices are shown exclusive of VAT. If Instruments must be shipped, the Client must reimburse additional costs for this.
2. The client cannot derive any rights or expectations from a previously issued budget, unless the parties have explicitly agreed otherwise. If the specified price is a target price, this target price may be adjusted during the performance of the Agreement unless Unquendor Guitars has warned the Client as soon as possible of the likelihood of further exceeding, and has given the Client the opportunity to limit or simplify the work. Unquendor Guitars cooperates, within the limits of reasonableness, on the limitation or simplification. This also applies if the price depends on the estimated time period for the execution of the work.
3. If, between the date of the conclusion of the Agreement (or quotation) and its execution for Unquendor Guitars, price-increasing circumstances arise as a result of laws and regulations, price changes at the third parties or suppliers engaged by Unquendor Guitars or changes in the prices of the required semi-finished products, materials, parts or currency fluctuations, import and export duties (both in the Netherlands and abroad), shipping and / or delivery costs, wages, employer's charges and / or (social) premiums, etc., Unquendor Guitars is entitled to increase the agreed price or fee accordingly and charge it to the Client.
4. The Client is obliged to pay a down payment of 50% of the agreed total price immediately upon issuing the order before Unquendor Guitars commences the execution of the Agreement. The Client is obliged to pay the remaining 50% on delivery or no later than two days before shipment of the Instrument.
5. If there is a periodic payment obligation on the part of the Client, Unquendor Guitars is entitled to (only) adjust the applicable prices and rates in accordance with the conditions of the Agreement, with due observance of a period of at least 3 months from the conclusion of the agreement where prices do not increase. In case of price increases within 3 months after the conclusion of the Agreement, the Client is authorized to dissolve the Agreement by means of a written statement. If the Client has not informed Unquendor Guitars within 30 days of the announcement of the price change that it wishes to exercise its right of dissolution, Unquendor Guitars may rightly trust that the Client has agreed to the price change.
6. Client must pay these costs in one go without suspension, deduction and / or settlement to the account number and the data of Unquendor Guitars made known to him. Only after the express and written permission of Unquendor Guitars can the client agree on a further term within which the amount due must be paid.
7. Instruments are only delivered and / or shipped to the Client being a Consumer after payment of the entire total amount.
8. If and insofar as additional costs are incurred in the performance of the Agreement and / or there is an increased risk (in the opinion of Unquendor Guitars), the Client will owe an additional price for this.

ARTICLE 9 - DEBT COLLECTION POLICY

1. If the Client does not fulfill its payment obligation and has not fulfilled its obligation within the set payment term, the Client will be in default by operation of law. For the Client as a Company, Unquendor Guitars applies a payment term of 14 days after completion and / or availability of the Instrument. For the Client as a Consumer, delivery of the Instrument will only take place after payment of the full amount.
2. If the Customer does not fulfill his payment obligation and has not fulfilled his obligation within the specified payment term of 14 days, the Customer being a Company is in default. The Customer, being a Consumer, will first receive a written reminder with a period of 14 days after the date of the reminder to still comply with the payment obligation, including a statement of the extrajudicial costs if the Consumer does not fulfill his obligations within that period before they default.
3. From the date that the Client is in default, Unquendor Guitars will, without further notice of default, claim the statutory (commercial) interest from the first day of default until full payment and reimbursement of the extrajudicial costs in accordance with Article 6:96 of the Dutch Civil Code, to be calculated according to the graduated scale from the Decree on compensation for extrajudicial collection costs of 1 July 2012.
4. If Unquendor Guitars has incurred more or higher costs which are reasonably necessary, these costs are eligible for reimbursement. The judicial and execution costs incurred are also at the expense of the Client.
5. In the absence of full payment (if the Client is in default) of the Client, Unquendor Guitars is entitled to dissolve the Agreement, without further notice of default or judicial intervention, by means of a written statement or to suspend its obligations under the Agreement, until payment has been made and received by Unquendor Guitars, or the Client has provided adequate security for this. In the event that the Client cannot meet the set payment term and remains in default, Unquendor Guitars reserves the right to offer the Instrument to the market and all rights or claims of the Client on this Instrument will lapse. The Client is therefore not entitled to a refund of the 50% deposit already paid.
6. Even if Unquendor Guitars, before the Client is in default of payment, has valid reasons to doubt the Client's creditworthiness, Unquendor Guitars is entitled to terminate the Agreement without a written statement or judicial intervention.

ARTICLE 10 - EXECUTION OF WORK

1. Unquendor Guitars will make every effort to execute the Agreement with the greatest possible care, as may be required of a good service provider. All Activities are performed on the basis of a best efforts obligation, unless a result has been explicitly agreed in writing that is described in detail. Under no circumstances does Unquendor Guitars guarantee that the Work performed and / or the Instruments supplied by it are suitable for the use intended by the Client. Unquendor Guitars is not liable for, or can in any way claim, the results resulting from the use.
2. In the performance of the Activities, Unquendor Guitars is not obliged or obliged to follow the instructions of the Client if this changes the content or scope of the agreed Activities. If the instructions result in additional work for Unquendor Guitars, the Client is obliged to reimburse the additional costs accordingly.
3. Unquendor Guitars is entitled to engage third parties for the performance of the Work at its own discretion.
4. If the Work is suspended at the request of the Client, the 50% deposit will not be refunded.
5. If the performance of the Agreement cannot be resumed after the suspension period, Unquendor Guitars is entitled to immediately dissolve the Agreement without judicial intervention by means of a written statement to the Client. Upon resumption of the performance of the Agreement, the Client is obliged to pay in full all costs of Unquendor Guitars arising from this resumption.
6. The Client ensures that all data, of which Unquendor Guitars indicates that they are necessary or of which the Client should reasonably understand that they are necessary for the performance of the Agreement, are provided to Unquendor Guitars in a timely manner. If the information required for the execution of the Agreement has not been provided to Unquendor Guitars on time, Unquendor Guitars has the right to suspend the execution of the Agreement.
7. Unquendor Guitars is not liable for damage, of whatever nature, that is caused by Unquendor Guitars relying on incorrect and / or incomplete information provided by the Client, unless this inaccuracy or incompleteness was known to Unquendor Guitars.
8. If the Client does not fulfill the obligations referred to in this article on time, Unquendor Guitars is entitled to suspend the execution of the Agreement until the Client has fulfilled its obligations. The costs in connection with the delay and / or the costs for performing extra Work or other consequences arising from this are at the expense and risk of the Client.
9. If the Client does not fulfill its obligations and Unquendor Guitars fails to demand compliance from the Client, this will not affect the right of Unquendor Guitars to require compliance at a later date.

ARTICLE 11 - ADVICE

1. If ordered to do so, Unquendor Guitars can draw up advice, action plan, reports and / or reporting for the benefit of the service. The content thereof is not binding and only advisory in nature, but Unquendor Guitars will observe its duties of care. The client decides itself and on its own responsibility whether to follow the advice.
2. The advice provided by Unquendor Guitars, in whatever form, can never be regarded as binding advice.
3. At the first request of Unquendor Guitars, the client is obliged to assess the proposals made by him. If Unquendor Guitars is delayed in its work because the Client does not or not timely assess a proposal from Unquendor Guitars, the Client is at all times responsible for the resulting consequences.
4. The nature of the service means that the result at all times depends on external factors that can influence the reports and advice of Unquendor Guitars, such as the quality, correctness and timely delivery of the necessary information and data from the Client and its employees. The client guarantees the quality and the timely and correct delivery of the required data and information.
5. The Client will notify Unquendor Guitars in writing prior to the commencement of the work all circumstances that are or may be important, including any points and priorities for which the Client wishes attention.

ARTICLE 12 - PACKAGING AND TRANSPORT MUSICAL INSTRUMENTS

1. Unquendor Guitars undertakes to the Client to properly package the Instruments to be delivered and to secure them in such a way that they reach their destination in good condition under normal use.
2. Unless otherwise agreed in writing, all deliveries are made including sales tax (VAT), including packaging and packaging material.
3. Accepting Instruments without any comments or remarks on the consignment note or receipt counts as proof that the packaging was in good condition at the time of delivery.

ARTICLE 13 - RESEARCH, COMPLAINTS INSTRUMENTS FROM STOCK.

1. The client is obliged to inspect the delivered goods at the time of delivery, but in any case within 14 days after receipt of the delivered goods, but only to unpack or use them to the extent necessary to assess whether she will keep the Instrument. In doing so, the Client should investigate whether the quality and quantity of the delivered items correspond to the Agreement and whether the Instruments meet the requirements that apply to them in normal (trade) transactions.

2. The Client is obliged to investigate and inform itself on how the Instrument is to be used and, in case of personal use, to test the Instrument in accordance with the instructions for use. Unquendor Guitars accepts no liability for the incorrect use of the Instrument by the Client.

3. Any visible defects or shortages must be reported in writing to Unquendor Guitars after delivery at info@unquendor-guitars.nl. The client has a 14 day period after delivery for this. Invisible defects or shortages must be reported within 14 days after discovery, but no later than 6 months after delivery. In the event of damage to the Instrument due to careless handling by the Client itself, the Client itself is liable for any depreciation of the Instrument.

4. If a complaint is made in time pursuant to the previous paragraph, the Client remains obliged to pay for the purchased Instruments. If the Client wishes to return defective Instruments, this will only take place with the prior written consent of Unquendor Guitars in the manner indicated by Unquendor Guitars.

5. If the Consumer exercises his right of withdrawal, he will return the Instrument and all accessories, insofar as this is reasonably possible, in their original condition and packaging to Unquendor Guitars, in accordance with Unquendor Guitars' return instructions. The direct costs for return shipments are at the expense and risk of the Client.

6. Unquendor Guitars is entitled to investigate the authenticity and condition of the returned Instruments before reimbursement will be made.

7. Refunds to the Client will be processed as soon as possible, but payment can take up to 30 days after receipt of the return shipment. Refunds will be made to the previously specified account number.

8. If the Client exercises its right to complain, it has no right to suspend its payment obligation or to settle outstanding invoices.

9. In the absence of a complete delivery, and / or if one or more Instruments are missing, and this is due to Unquendor Guitars, Unquendor Guitars will send the missing Instrument (s) or cancel the remaining order after a request from the Client. The confirmation of receipt of the Instruments is leading here. Any damage suffered by the Client as a result of the (deviating) scope of the delivery cannot be recovered from Unquendor Guitars.

ARTICLE 14 - DELIVERY OF INSTRUMENTS

1. The Instruments should preferably be collected by the Client at the location of Unquendor Guitars. Unquendor Guitars can also deliver the Instruments or have them delivered to the Client's address if this has been explicitly agreed. The place of delivery is the address that the Client has made known to Unquendor Guitars.
2. If the start, progress or delivery of the Work is delayed because, for example, the Client has not provided all requested information or has not provided all requested information on time, does not sufficiently cooperate, the (down) payment has not been received by Unquendor Guitars on time or due to other circumstances, which are for the account and risk of the Client, Unquendor Guitars is entitled to a reasonable extension of the delivery / completion period. All agreed delivery terms are never strict deadlines. Client must give Unquendor Guitars written notice of default. In no case are the stated deadlines strict deadlines.
3. All damage and additional costs as a result of delay due to a cause referred to in paragraph 1 are for the account and risk of the Client and can be charged to the Client by Unquendor Guitars.
4. Shipping and / or transport of the ordered Instruments takes place in the manner as determined by the supplier of Unquendor Guitars. From the time of delivery at the agreed location, the delivered good is at the expense and risk of the Client. Client is obliged to fully cooperate with the delivery at the first request of Unquendor Guitars. If the Instruments are delivered by Unquendor Guitars or an external carrier, Unquendor Guitars is entitled, unless otherwise agreed in writing, to charge any delivery costs. These will then be invoiced separately unless explicitly agreed otherwise.
5. In the event of a phased execution, or if the Client must give approval, Unquendor Guitars is entitled to suspend the execution of the Agreement until the moment that the Client has given its approval. The deadline to give approval is 14 calendar days. If the Client has not given approval within this period, the Client will be deemed to have tacitly agreed with the work delivered.
6. Unquendor Guitars makes every effort to realize the Work within the agreed term, insofar as this can reasonably be expected of it.
7. The Client has an independent responsibility for the management, use and maintenance of the Instruments made and / or delivered or supplied by Unquendor Guitars.
8. If Unquendor Guitars has indicated that the Instrument is ready for delivery and the Client does not approve the work within a reasonable period of time and accepts it, whether or not with reservation, or takes it into use, changes or has it processed, the Client will be deemed to have accepted it tacitly. Minor defects that can be repaired during the maintenance period are no reason not to accept the delivered goods, if this does not impede their use. After acceptance, the Instrument is considered delivered.
9. After delivery, the Instrument is at the risk of the Customer.
10. Unquendor Guitars is not liable for defects that the Client should reasonably have discovered at the time of delivery, except for deliberate recklessness on the part of Unquendor Guitars.
11. Unquendor Guitars is entitled to deliver and / or perform the Work in parts, whereby each partial delivery and / or partial performance can be invoiced separately.
12. The Client is obliged to purchase the Instruments at the time they are made available to it in accordance with the Agreement, even if they are offered to it earlier or later as agreed.
13. If the Client refuses or fails to provide information or instructions that are necessary for the delivery, Unquendor Guitars is entitled to store the Instruments at the expense and risk of the Client. Instruments are not stored for longer than the period stated in article 9 paragraph 2 of these general terms and conditions.
14. If Unquendor Guitars has specified a term for delivery, this is indicative. Longer delivery periods apply for deliveries outside the Netherlands.
15. The Instruments are supplied in a hard Unquendor case as standard. Any specific wishes regarding an instrument case or flight case are available at an additional cost. The Instruments also come with a handmade leather Unquendor guitar strap and a photo booklet of the construction.

ARTICLE 15 - MAINTENANCE

1. If agreed, Unquendor Guitars will carry out maintenance or repair. The scope of the maintenance obligation extends to what has been explicitly agreed by the parties. Unquendor Guitars will inform the Client of all circumstances that may affect (the availability) of the maintenance.
2. The client is obliged to report any defects, errors or other malfunctions in writing to Unquendor Guitars, after which Unquendor Guitars will repair and / or make improvements in accordance with its usual procedures as soon as possible and to the best of its ability. If desired, Unquendor Guitars is entitled to apply temporary solutions first, after which a structural solution can be devised and implemented in consultation with the Client.
3. Client is obliged to cooperate on first request to Unquendor Guitars.
4. If it has been agreed that Unquendor Guitars will carry out maintenance and / or repairs to an instrument that is not made or supplied by Unquendor Guitars, it may be possible that guarantees from third parties will become invalid.

ARTICLE 16 - SUSPENSION

1. Unquendor Guitars is entitled to suspend the fulfillment of the obligations or to dissolve the Agreement immediately and with immediate effect, if:
 - a. The Client does not, not fully or not timely fulfill the obligations under the Agreement;
 - b. Unquendor Guitars, after the conclusion of the Agreement on good grounds fears that the Client will not fulfill its obligations;
 - c. At the conclusion of the Agreement, the Client was requested to make security or a down payment for the fulfillment of its obligations under the Agreement, and this payment is not made or is insufficient.;
 - d. If, due to delay on the part of the Client, Unquendor Guitars can no longer be expected to fulfill the Agreement under the originally agreed conditions, Unquendor Guitars is entitled to terminate the Agreement..
 - e. If circumstances arise of such a nature that fulfillment of the Agreement in its current form cannot reasonably be expected of Unquendor Guitars.
2. If the dissolution is attributable to the Client, Unquendor Guitars is entitled to compensation from the Client.
3. If the Agreement is terminated prematurely by Unquendor Guitars, the Parties will consult for the transfer of the Work to be performed to third parties if the cancellation is attributable to the Client. The costs for transfer are at the expense of the Customer. Unquendor Guitars will inform Client as much as possible in advance about these costs. The client is obliged to pay these costs within the set term, unless otherwise agreed.

ARTICLE 17 - WARRANTY

1. Every warranty is explicitly agreed in writing. Warranties never extend beyond what has been explicitly agreed.
2. Unquendor Guitars provides a full warranty to the Client OR Unquendor Guitars provides a warranty to the Client up to 3 years after purchase of the Instrument.
3. Unquendor Guitars will perform the Work in accordance with the standards applicable in the industry. If any warranty is given, it is limited to what has been explicitly agreed in writing and only insofar as the warranty has been received from the suppliers. During the warranty period, Unquendor Guitars guarantees a sound and customary quality of the delivered goods.
4. Client can only invoke the warranty provided by Unquendor Guitars if Client has fully complied with its payment obligations.
5. If the Client rightly invokes an agreed warranty, Unquendor Guitars is obliged to carry out a repair or replacement of the delivered goods free of charge. If in addition there is any additional damage, the applicable provisions of the liability of these general terms and conditions will be followed.
6. The warranty does not include all parts that are subject to wear during normal use, such as strings, frets, etc.
7. The warranty expires:
 - (i) as soon as the warranty period has expired or the warranty obligation lapses;
 - (ii) as long as the Client is in default towards Unquendor Guitars;
 - (iii) if the Client has carried out repair and / or installation work itself, or has it carried out by third parties;
 - (iv) in case of exposure to abnormal conditions (such as moisture and heat) and use contrary to the instructions for use;
 - (v) above-average wear or at least wear as a result of exceptional use;

ARTICLE 18 - INSTRUCTIONS FOR USE INSTRUMENTS

1. Client must follow the regulations and instructions of Unquendor Guitars.
2. The Instruments should be used in the way for which the Instruments are intended for both hobby and (semi) professional level. In doing so, the Client must refrain from use that has a negative effect on the Instrument.
3. The Client must maintain the Instruments in a customary and reasonably foreseeable manner.

ARTICLE 19 - TRANSFER OF RISK

The risk of loss or damage to the Instruments that are the subject of the Agreement will pass to the Client being a company at the moment the goods leave the Unquendor Guitars location. For Consumers, the aforementioned risk will pass to the Client if the Instruments have been provided under the authority of the Client. This is the case if the Instruments have been delivered to the delivery address of or handed over to the Client.

ARTICLE 20 - PRIVACY, DATA PROCESSING AND SECURITY

1. Unquendor Guitars handles the (personal) data of the Client and Users of the website with care and will only use it in accordance with the privacy statement. If requested, Unquendor Guitars will inform the person concerned about this.
2. If Unquendor Guitars is required to provide information security under the Agreement, this security will meet the agreed specifications and a security level that is not unreasonable in view of the state of the art, the sensitivity of the data and the associated costs.

ARTICLE 21 - RETENTION OF TITLE

1. Unquendor Guitars delivers all Instruments subject to retention of title, until Client has paid all amounts due to Unquendor Guitars in full, the delivered remains the property of Unquendor Guitars.
2. Unquendor Guitars has the right to retain the Instruments purchased by the Client if the Client has not yet (fully) fulfilled its payment obligations, despite an obligation to transfer or hand over Unquendor Guitars. After the Client has still fulfilled its obligations, Unquendor Guitars will deliver the purchased Instruments to the Client as soon as possible, but no later than 20 working days..
3. Costs and other (consequential) damage as a result of retaining the purchased Instruments will be at the expense and risk of the Client and will be reimbursed by the Client at the first request to Unquendor Guitars..

ARTICLE 22 - FORCE OF THE MAJORITY

1. Unquendor Guitars is not liable if it cannot fulfill its obligations under the Agreement as a result of a force majeure situation..
2. Force majeure on the part of Unquendor Guitars in any case includes, but is not limited to: (i) force majeure on the part of suppliers of Unquendor Guitars, (ii) failure to properly fulfill obligations of suppliers, (iii) defectiveness of goods, equipment, software or materials of third parties, (iv) government measures, (v) power failure, (vi) failure of the internet, data network and telecommunication facilities (for example due to cybercrime and hacking) or of another nature, (vii) natural disasters, (viii) war and terrorist attacks, (ix) general transportation problems (x) illness and / or strikes of Unquendor Guitars personnel (xi) epidemics and / or pandemics disrupting public life and (xii) other situations that, in the opinion of Unquendor Guitars outside its sphere of influence that temporarily or permanently prevent the fulfillment of its obligations.
3. If, in the opinion of Unquendor Guitars, the execution of the agreed Work due to wet weather conditions, extreme heat or terrain conditions cannot be carried out at the time or in the agreed period, Unquendor Guitars has the right to interrupt the Work related thereto and to extend the Agreement for the duration of the days not worked without this leading to liability.
4. If a force majeure situation lasts longer than 2 months, the Agreement can be dissolved in writing by either party. If some performances have already been performed on the basis of the Agreement, in such a case, proportionate settlement will be made without any further indebtedness for these performances of each party to each other..

ARTICLE 23 - LIMITATION OF LIABILITY

1. If the performance of Work by Unquendor Guitars leads to liability of Unquendor Guitars towards the Client or third parties, that liability is limited to the costs charged by Unquendor Guitars in connection with the assignment (once the invoice value, with the exception of the material costs, excluding VAT) unless the damage is the result of intent or intentional recklessness on the part of Unquendor Guitars. The liability is in any case limited to the maximum amount of damage paid out by the insurance company per claim per year.
2. Unquendor Guitars is not liable for consequential damage in any form, indirect damage, business interruption, loss of profit and / or loss, missed savings, damage due to business interruption..
3. In case of dimensions, Unquendor Guitars is not liable for consequential damage, including ordering wrong and / or errors in materials and operations performed.
4. Unquendor Guitars is not liable for any consequential, indirect damage, lost profits and / or losses, lost savings and damages resulting from the use of the instruments supplied. A restriction applies to the Consumer in accordance with what is permitted under article 7:24 lid 2 BW.
5. Unquendor Guitars is not liable for and / or obliged to repair damage caused by the use of the Instrument (subject to warranty provisions). Unquendor Guitars supplies strict maintenance and user instructions that must be observed by the Client. All damage to Instruments as a result of use is explicitly excluded from liability (this includes traces of use, use damage, fall damage, light and water damage, theft, loss, etc.).
6. Unquendor Guitars is not liable for damage that is or may be the result of any act or omission as a result of (incomplete and / or incorrect) information on the website or that of linked websites.
7. Unquendor Guitars does not warrant the correct and complete transmission of the content of and e-mail sent by or on behalf of Unquendor Guitars, nor for its timely receipt.
8. Damage as a result of the working of natural materials, such as the shrinking and expansion of wood, does not lead to liability on the part of Unquendor Guitars, unless there is intent or deliberate recklessness. Repairing damage as a result of working with used materials counts as additional work.
9. All claims of the Client due to shortcomings on the part of Unquendor Guitars lapse if they are not reported in writing and with reasons to Unquendor Guitars within one year after the Client was known or could reasonably have been aware of the facts on which it bases its claims. The liability of Unquendor Guitars expires after one year after the termination of the Agreement between the parties.
13. The work may mean that warranties from third parties, including factory warranties, will lapse. Unquendor Guitars is not liable for damage of the Client as a result of the loss of any warranty claim from third parties.

ARTICLE 24 - CONFIDENTIALITY

1. Unquendor Guitars and the Client undertake to maintain the confidentiality of all confidential information obtained in the context of an Agreement. Confidentiality arises from the Agreement or which can reasonably be expected to be confidential information.
2. If Unquendor Guitars is obliged on the basis of a statutory provision or a court decision to (also) provide the confidential information to a third party designated by law or competent court or indicated, and Unquendor Guitars cannot invoke a right of non-disclosure, Unquendor Guitars is not obliged to any compensation and the Client is not entitled to dissolve the Agreement.
3. Unquendor Guitars and the Client also impose the confidentiality obligation on third parties to be engaged by them.

ARTICLE 25 - DISCLAIMER AND ACCURACY OF INFORMATION

1. The Client is responsible for the correctness, reliability and completeness of all data, information, documents and / or records that it provides to Unquendor Guitars in the context of an Agreement. The Client is also responsible for this if these data originate from third parties.
2. Client indemnifies Unquendor Guitars against any liability resulting from non-compliance or late compliance with the obligations of the previous paragraph..
3. The Client indemnifies Unquendor Guitars against claims from third parties with regard to intellectual property rights to the data and information provided by the Client, which can be used in the performance of the Agreement..
4. If the Client provides Unquendor Guitars with electronic files, software or information carriers, the Client guarantees that these are free from viruses and defects.
5. Client also indemnifies Unquendor Guitars against all damage, fines, (sub) penalty, claims and other government measures..

ARTICLE 26 - INTELLECTUAL PROPERTY RIGHTS

1. All IP rights and copyrights of Unquendor Guitars (including but not limited to all drawings, designs, models, preparatory material and more) developed or made available under the Agreement, remain exclusively with Unquendor Guitars and are not transferred to the Client..
2. The Customer only obtains the rights of use and powers that he has explicitly obtained under the Agreement.
3. The Client is prohibited from using the Instruments subject to the intellectual property rights of Unquendor Guitars other than as agreed in the Agreement..
4. The Client gives permission to Unquendor Guitars to take photos of the delivered items, and / or to place the pictures of the delivered items made by the Client on its website and / or social media channels for advertising and promotional purposes, unless otherwise agreed..
5. The parties will inform each other and act jointly against any infringement of the IP rights of Unquendor Guitars.

ARTICLE 27 - COMPLAINTS

1. If the Client is not satisfied with the service or Instruments of Unquendor Guitars or has any other complaints about the execution of its assignment, the Client is obliged to report these complaints as soon as possible, but no later than 2 weeks after the relevant cause that led to the complaint. Complaints can be reported via info@unquendor-guitars.nl with the subject "Complaint".
2. The complaint must be sufficiently substantiated and / or explained by the Client if Unquendor Guitars is to be able to handle the complaint..
3. Unquendor Guitars will respond substantively to the complaint as soon as possible, but no later than 5 working days after receipt of the complaint.
4. The parties will try to find a solution together.

ARTICLE 28 - APPLICABLE LAW

1. The legal relationship between Unquendor Guitars and the Client is governed by Dutch law. The applicability of the Vienna Sales Convention (CISG) is explicitly excluded.
2. Unquendor Guitars can unilaterally change these general terms and conditions. The most current version can be found on the website (www.unquendor-guitars.nl).
3. All disputes arising from or as a result of the Agreement between Unquendor Guitars and the Client will be settled by the competent court of the Rotterdam District Court, unless mandatory provisions of law lead to jurisdiction of another court.

DOCUMENT DISCLAIMER

This document has been drawn up on the basis of Dutch law and regulations and while reasonable efforts are made to provide an accurate translation, portions may be incorrect. No liability is assumed by Unquendor Guitars for any errors, omissions or ambiguities in the translation of this document. The original Dutch document is also available on request by sending an email to info@unquendor-guitars.nl

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