

## TERMS & CONDITIONS

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### ARTICLE 1 – Definitions

In these terms and conditions, the following terms shall have the following meanings:

*Consumer:* the natural person not acting in the exercise of his/her profession or business and entering into a distance contract with Loft & Sound;

*Distance Contract:* a contract in which, up to the conclusion of the contract, exclusive use is made of one or more technologies of distance communication within the scope of the system organised by Loft & Sound for distance sale of products and/or services;

*Technology for distance communication:* a means to be used for concluding an agreement, without the consumer and Loft & Sound being together in the same place at the same time.

*Cooling-off period:* the period during which the Consumer may exercise the right of withdrawal;

*Right of withdrawal:* the option for Consumers to withdraw from the distance contract within the cooling-off period;

*Day:* calendar day;

*Continuing performance contract:* a distance contract concerning a series of products and/or services, for which the offer and/or purchasing obligation is spread over a longer period;

*Long-term data carrier:* any means that allow the Consumer or Loft & Sound to store information directed to him/her personally in a way to make future consultation and unaltered reproduction of the stored information possible.

### ARTICLE 2 – The company's identity

Name of the business:	Loft & Sound
Name of the entrepreneur:	Ard Regenboog
Address workshop:	Kastanjelaan 1 2171GJ Sassenheim The Netherlands

Telephone number:	<b>0(031) 6 37332528</b>
E-mail address:	<a href="mailto:info@loftandsound.com">info@loftandsound.com</a>
Chamber of Commerce number:	58379959
VAT identification number:	NL069688953B02

#### ARTICLE 3 – Applicability

1. These General Terms and Conditions apply to any offer from Loft & Sound and to any distance contract concluded by Loft & Sound and the Consumer.
2. Before concluding a distance contract, Loft & Sound shall make the text of these General Terms and Conditions available to the Consumer. If this is reasonably not possible, Loft & Sound before concluding the distance contract, shall notify that the General Terms and Conditions can be inspected at Loft & Sound's and that, at the Consumer's request, they will be sent to the Consumer free of charge as soon as possible.
3. If the distance contract is concluded electronically, the text of these General Terms and Conditions, in deviation from the previous section and before the distance contract is concluded, may also be supplied to the Consumer electronically in such a way that the Consumer can easily store it on a long-term data carrier. If this is reasonably impossible, it will be specified where the General Terms and Conditions can be viewed electronically before concluding the distance contract, and that they will be delivered at the Consumer's request free of charge, either via electronic means or otherwise;
4. If in addition to these General Terms and Conditions specific product or service conditions apply, the second and third paragraphs shall apply accordingly, and in the event of contradictory General Terms and Conditions, the Consumer may always appeal to the applicable provision that is most favourable to him/her.

#### ARTICLE 4 – The offer

1. If an offer is of limited duration or if certain conditions apply, it shall be explicitly stated in the offer.
2. The offer contains a full and accurate description of the products and/or services offered. The description is suitably detailed to enable the Consumer to assess the products and/or services adequately. Loft & Sound makes use of pictures that are truthful images of the products and/or services provided. Obvious errors or mistakes in the offer are not binding for Loft & Sound.
3. All offers contain such information that it is clear to the Consumer what rights and duties are attached to accepting the offer.  
This involves in particular:
  - the price
  - any delivery costs, if applicable;
  - the way in which the agreement will be concluded, and what actions are needed to establish this;
  - whether or not the right of withdrawal is applicable;
  - the form of payment, delivery or performance of the contract;
  - the time frame for accepting the offer, or , as the case may be, the time frame for honouring the price;
  - the rate of distance communication if the costs for using the technology for distance communication are calculated on a basis other than the basic rate;
  - if the contract is filed after conclusion, how the Consumer can consult it;

- the manner in which the Consumer may acquaint him/herself with undesired actions before concluding the contract, and the way the Consumer may correct these actions before the contract is concluded;
  - any languages other than Dutch in which the contract can be concluded;
  - the codes of conduct to which Loft & Sound has submitted and the manner in which the consumer can consult these codes of conduct via electronic means, and
  - the minimum duration of the distance contract in the event of a contract for continuous or periodical delivery of products or services.
4. The range of products Loft & Sound offers consists largely of used goods. These goods are sold as collector's items. If consumers do want to use them, they need to be carefully looked over by an expert. Loft & Sound can be in no way liable for any damages resulting from the use of the products. Regardless whether the working and/or condition of the product is contained in the description, Loft & Sound does not guarantee the life and performance of the used goods that Loft & Sound offers. Except new and -at the request of the consumer- restored and / or manufactured goods by Loft & Sound.

#### ARTICLE 5 – The contract

1. Subject to the provisions in paragraph 4, the contract becomes valid when the Consumer has accepted the offer and fulfilled the terms and conditions set.
2. If the consumer accepted the offer via electronic means, Loft & Sound shall promptly confirm the receipt of the acceptance of the offer via electronic means. As long as the receipt of said acceptance has not been confirmed, the Consumer may repudiate the contract.
3. If the contract is concluded electronically, Loft & Sound will take appropriate technical and organisational security measures for the electronic data transfer and ensure a safe web environment. If the Consumer can pay electronically, Loft & Sound shall observe appropriate security measures.
4. Loft & Sound may, within the limits of the law, gather information about Consumer's ability to fulfil his payment obligations, as well as all facts and factors relevant to responsibly concluding the distance contract. If, acting on the results of this investigation, Loft & Sound has sound reasons for not concluding the contract, he is lawfully entitled to refuse an order or request while giving reasons, or to attach special terms to the implementation.
5. Loft & Sound shall send the following information along with the product or service, in writing or in such a way that the Consumer can store it in an accessible manner on a long-term data carrier:
  - a. the visiting address of Loft & Sound's business establishment where the Consumer may get into contact for any complaints;
  - b. the conditions on which and the way in which the Consumer may exercise the right of withdrawal, or, as the case may be, clear information about being exempted from the right of withdrawal;
  - c. the information corresponding to existing after-sales services and guarantees;
  - d. the information as stated in article 4 paragraph 3 of these Terms and Conditions, unless Loft & Sound has already provided the Consumer with this information before the performance of the contract;
  - e. the requirements for cancelling the contract if the contract has a duration of more than one year or for an indefinite period of time.
6. If Loft & Sound has undertaken to deliver a series of products or services, the stipulation in the previous paragraph applies to the first delivery only.

## ARTICLE 6 – Right of withdrawal

### *When delivering products:*

1. When purchasing products, the Consumer has the option to repudiate the contract without specifying any reasons for a period of at least 14 days. This period starts on the day the product is received by or on behalf of the Consumer.
2. During this period, the Consumer shall handle the product and the packaging with care. The Consumer shall only unpack or use the product to the extent necessary to judge whether he or she wishes to keep the product. If wishing to exercise the right of withdrawal, the Consumer shall return the product with all delivered accessories and, as far as reasonably possible, in the original condition and packaging to Loft & Sound in conformity with Loft & Sound's reasonable and clear instructions.

### *When providing services*

3. When providing services, the Consumer has the option to repudiate the contract without specifying any reasons, for a period of at least 14 days starting on the day of concluding the contract.
4. To exercise the right of withdrawal, the Consumer shall follow the reasonable and clear instructions given by Loft & Sound in this context during the offer and/or before the delivery.

## ARTICLE 7 - Costs in case of withdrawal

1. Should the Consumer exercise the right of withdrawal, only the shipping costs are at the Consumer's expense.
2. If the Consumer has made a payment, Loft & Sound shall return this amount as soon as possible, but within not more than 30 days after the return or withdrawal.

## ARTICLE 8 - Exclusion of the right of withdrawal

1. If the Consumer does not have the right of withdrawal, Loft & Sound can exclude this right only if Loft & Sound indicated this clearly in the offer or at least in good time before concluding the contract.
2. Exclusion of the right of withdrawal is only possible for products:
  - a. that were realised according to the Consumer's specifications;
  - b. that are obviously personal in nature;
  - c. that cannot be returned due to their nature;
  - d. that spoil or age quickly;
  - e. whose prices are subject to fluctuations in the financial market that are beyond Habitatelier's control;
  - f. for single newspapers and magazines;
  - g. for audio and video recordings and computer software of which the Consumer has broken the seal;
3. Exclusion of the right of withdrawal is only possible for services
  - a. regarding accommodation, transportation, restaurant establishments or leisure activities to be used or performed on a certain date or during a certain period;
  - b. of which the provision has been started with the Consumer's explicit consent before the expiration of the cooling-off period;
  - c. regarding betting and lotteries;

#### ARTICLE 9 - The price

1. The prices of the products and/or services provided shall not be raised during the validity period stated in the offer, subject to changes in price due to changes in VAT rates.
2. Contrary to the previous paragraph, Loft & Sound may offer products or services whose prices are subject to fluctuations in the financial market that are beyond Loft & Sound's control, at variable prices. The offer will state the possibility of being subject to fluctuations and the fact that any indicated prices are target prices.
3. Price increases within 3 months after concluding the contract are permitted only as a result of new legislation.
4. Price increases from 3 months after concluding the contract are permitted only if Habitatelier has stipulated it and
  - a. they are the result of legal regulations or stipulations, or
  - b. the Consumer has the authority to cancel the contract before the day on which the price increase starts.
5. Loft & Sound uses the special arrangement - used goods, also known as the margin arrangement. This arrangement allows us to offer used goods at a lower price, however it prohibits us to mention VAT on the receipts / invoices. Read more about this arrangement on the website of the Dutch tax authorities:  
[http://www.belastingdienst.nl/wps/wcm/connect/bldcontentnl/belastingdienst/zakelijk/btw/bijzondere\\_regelingen/margeregeling/](http://www.belastingdienst.nl/wps/wcm/connect/bldcontentnl/belastingdienst/zakelijk/btw/bijzondere_regelingen/margeregeling/)

#### ARTICLE 10 – Conformity and Guarantee

1. Loft & Sound 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.
2. An arrangement offered as a guarantee by Loft & Sound, Manufacturer or Importer shall not affect the rights and claims the Consumer may exercise against Loft & Sound about a failure in the fulfilment of Loft & Sound's obligations based on the law and/or the distance contract.

#### ARTICLE 11 – Delivery and execution

1. Loft & Sound shall exercise the best possible care when booking and when executing product orders, and when assessing requests for the provision of services.
2. The place of delivery is at the address given by the Consumer to Loft & Sound.
3. With due observance of the stipulations in Article 4 of these General Terms and Conditions, Loft & Sound shall execute accepted orders with convenient speed but at least within 30 days, unless a longer delivery period was agreed. If the delivery has been delayed, or if an order cannot be filled or can be filled only partially, the Consumer shall be informed about this within one month after ordering. In such cases, the Consumer is entitled to repudiate the contract free of charge and with the right to possible compensation.
4. In the event of repudiation under the preceding paragraph, Loft & Sound shall return the payment made by the Consumer as soon as possible but at least within 30 days after repudiation.

5. If delivering an ordered product turns out to be impossible, Loft & Sound shall make an effort to offer an equivalent replacement product. Before the delivery, it shall be reported in a clear and comprehensible manner that a replacement product will be delivered. The right of withdrawal may not be excluded with replacement products. The costs of the return shipment are to be borne by Loft & Sound.

6. Unless explicitly agreed otherwise, the risk of loss of and/or damage to products shall remain with Loft & Sound until the time they are delivered to the Consumer.

## ARTICLE 12 – Term contracts: duration, termination and renewal

### *Notice*

1. Regarding a indefinite contract, which extends to the regular delivery of products (including electricity) or services the consumer may terminate at any time in compliance to the applicable termination rules and a notice of up to one month.

2. Regarding a definite contract, which extends to the regular delivery of products (electricity included) or services the consumer can terminate the contract at any time at the end of the fixed term in compliance with the applicable termination rules and with a notice of at the most one month.

3. Consumers can the agreements mentioned in the preceding paragraphs:

- Cancel at any time and not be limited to termination at a particular time or in a given period;
- At least cancel the same way as they are entered into by the consumer;
- Cancel at the same notice as Habitateleur has negotiated for itself.

### *Extension*

4. A contract for a definite period, which extends to the regular delivery of products (including electricity) or services may not be automatically extended or renewed for a fixed period.

5. If a contract lasts more than one year, after one year of the agreement the consumer may at any time terminate with a notice of up to one month prematurely, unless the reasonableness and fairness resisting the termination before the end of the agreed term.

## ARTICLE 13 – Payment

1. Unless otherwise agreed, the amounts to be paid by the Consumer are to be settled within 14 days after delivery of the goods, or in the event of an agreement to provide a service, within 14 days after the delivery of documents relating to this service.

2. When selling products to Consumers, it is not permitted to negotiate an advance payment of more than 50% in the General Terms and Conditions. When an advance payment was agreed, the Consumer may not assert any right regarding the execution of that order or the provision of the service in question before the agreed advance payment has been made.

3. The Consumer has the duty to inform Loft & Sound promptly of possible inaccuracies in the payment details.

4. In case of nonpayment on the part of the Consumer, and subject to legal restrictions, Loft & Sound is entitled to charge any predetermined reasonable costs incurred to the Consumer.

## ARTICLE 14 – Complaints procedure

1. Loft & Sound shall have a sufficiently notified complaints procedure and shall handle the complaint in accordance with this complaint procedure.
2. Complaints about the performance of the contract shall be submitted to Loft & Sound fully and clearly described within a reasonable time after the Consumer has discovered the defects.
3. The complaints submitted with Loft & Sound shall be replied within a period of 14 days after the date of receipt. Should a complaint demand a foreseeable longer time for handling, Loft & Sound shall respond within 14 days with a notice of receipt and an indication when the Consumer can expect a more detailed reply.
5. If the complaint cannot be solved in joint consultation, there will be a dispute that is open to the dispute settlement rules.

#### ARTICLE 15 - Disputes

1. Contracts between Loft & Sound and the Consumer, to which these General Terms and Conditions apply, are exclusively governed by Dutch law.
2. Disputes between the Consumer and Loft & Sound about the formation or the performance of contracts related to products or services to be delivered or that have been delivered by this Entrepreneur can be submitted with the Geschillencommissie Webshop, Postbus 90600, 2509 LP in The Hague (Den Haag) ([www.sgc.nl](http://www.sgc.nl)) with due observance of the provisions set out below.
3. A dispute is handled by the Disputes Committee [Geschillencommissie] only if the Consumer submitted his/her complaint to Loft & Sound within a reasonable period.
4. Within three months after the dispute arose, the dispute must have been filed in writing to the Geschillencommissie Webshop.
5. When the consumer wants to submit a dispute to the Geschillencommissie, Loft & Sound is bound by this choice. When Loft & Sound wants to file the dispute to the Geschillencommissie, a consumer must speak out in writing within five weeks after a written request made by the member whether he so desires or wants the dispute to be dealt with by the competent court. Doesn't hear the member the consumer's choice within the period of five weeks, Loft & Sound is entitled to submit the dispute to the competent court.
6. The Geschillencommissie's decision will be made under the conditions as set out in the rules of the Arbitration Commission. A decision of the Geschillencommissie is a binding advice.
7. The Disputes Committee will not handle a dispute or will discontinue handling it if Loft & Sound is granted a moratorium, goes bankrupt or actually ended his business activities.
8. If in addition to the Geschillencommissie Webshop another disputes committee recognised by or affiliated with the Stichting Geschillencommissies voor Consumentenzaken (SGC) [Foundation for Consumer Complaints Committees] or the Klachteninstituut Financiële Dienstverlening (Kifid) [Financial Services Complaints Board] is competent, this other Disputes Committee is exclusively competent.