



GENERAL TERMS AND CONDITIONS OF SALE

This document is an English translation made only as an indication, and it does not replace the original document "VIGA MUSIC TOOLS - Conditions générales de vente" which is written in French.

PREAMBLE

The present GENERAL TERMS AND CONDITIONS OF SALE are concluded in part by:
Company VIGA MUSIC TOOLS SAS
SIREN No.: 818 190 324
APE code: NAF 3220Z Fabrication d'instruments de musique
VAT no.: FR 49 818 190 324
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hereinafter referred to as VIGA MUSIC TOOLS

and on the other hand, by any natural person or organization wishing to make a purchase through a distance sale, hereinafter referred to as the CUSTOMER.

OBJECT

The present GENERAL TERMS AND CONDITIONS OF SALE aim to define the contractual relationships between VIGA MUSIC TOOLS and the CUSTOMER and the conditions applicable to any distance purchase, whether the CUSTOMER is professional or non-professional.

VIGA MUSIC TOOLS reserves the right to modify its GENERAL TERMS AND CONDITIONS OF SALE at any time. In this case, the applicable conditions will be those in effect on the date of the order by the customer.

PRICES

The prices of the products are indicated in Euro, including French VAT, and excluding processing and shipping costs. In principle, all orders will be invoiced all taxes included.

However, nationals outside the European Union (EU) can automatically benefit from the tax refund provided that the delivery address is located in a country outside the EU. For products exported outside the EU and in the French DOM-TOM, customs duties and other local taxes may be payable. These duties and taxes are not included in the price displayed when ordering. They are the sole responsibility of the CUSTOMER who is advised to inquire about the tax and customs system applicable in the country of destination, before any order.

EU organization can enter their intra-community VAT number. The invoice will then be established excluding taxes and the VAT will then be self-liquidated in the country of delivery.

VIGA MUSIC TOOLS reserves the right to modify its prices at any time, the products being invoiced on the basis of the rates in effect at the moment the order is validated by the CUSTOMER, subject to availability.

ORDER

It is up to the CUSTOMER to select the products they wish to order, from the items offered by VIGA MUSIC TOOLS on its catalog or on its website.

The CUSTOMER has the possibility to consult, modify or cancel their order until the final validation step.

In all cases the order is confirmed by email from VIGA MUSIC TOOLS specifying, the date of the order, the items ordered, the amount of the order and the delivery address.

The order is shipped no later than within 90 days after the receipt of the payment.

In case of insufficient funds or for any other problem concerning the payment by the CUSTOMER, VIGA MUSIC TOOLS reserves the right to block the order until the problem is resolved.

ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS OF SALE

The CUSTOMER declares to have read and accepted without reservation these GENERAL TERMS AND CONDITIONS OF

SALE before placing their order. The validation of the order implies acceptance of the GENERAL TERMS AND CONDITIONS OF SALE. Unless proven otherwise, the data recorded by VIGA MUSIC TOOLS constitutes the proof of the transaction.

AVAILABILITY

In case of partial or total unavailability of the product after placing an order, the CUSTOMER is informed by email as soon as possible and is offered to modify the order or cancel it with refund.

DELIVERY

The order is always processed after confirmation of payment.

The products are delivered to the delivery address indicated by the CUSTOMER during the ordering process. Delivery time includes package preparation time and shipping time. The maximum delivery time is 100 days after the order is placed.

In case of late delivery, the CUSTOMER has the option to cancel the order. In this case, they inform VIGA MUSIC TOOLS by email.

In the presence of an apparent anomaly (damage, missing product, open and / or damaged package, broken products, etc ...) the CUSTOMER must issue "handwritten reserves" notified on the delivery voucher and inform VIGA MUSIC TOOLS by mail, as well as the carrier, within three working days of delivery, whether or not the CUSTOMER accepts the delivery made.

SHIPPING COST

VIGA MUSIC TOOLS applies differentiated shipping rates depending on the geographical area of delivery and the mode of transport. According to these criteria, the amount of transport costs is calculated at the time of placing the order.

The total amount of shipping charges is shown on the order confirmation.

The shipping costs are due to each order placed.

Shipping costs are offered from 300 euros (VAT included) in Metropolitan France and the EU.

PAYMENT

Payment of the entire order must be made by the CUSTOMER when ordering. All orders are payable in EURO. To pay for their order, the CUSTOMER has all the following payment methods: bank transfer, credit card or PayPal service.

Credit card transactions are conducted in a secure environment managed by our banking partner, the only recipient of credit card data.

The CUSTOMER guarantees VIGA MUSIC TOOLS that they have the necessary authorizations to use the payment method they have chosen. VIGA MUSIC TOOLS reserves the right to suspend or cancel any order and / or delivery, whatever their nature and level of execution, in case of non-payment of any sum that would be due by the CUSTOMER, or incident of payment.

TRANSFER OF OWNERSHIP AND TRANSFER OF RISK

The transfer of ownership and the transfer of risks take place upon delivery of the goods previously paid, subject to full and effective payment of all amounts due on the occasion of the order (including fees and taxes). The goods must be checked by the CUSTOMER at delivery.

The retention of ownership applies without this hindering the transfer of risks to the CUSTOMER starting from the delivery of the product.

RIGHT OF WITHDRAWAL

The CUSTOMER has a period of 14 days after the receipt of the order to return their product, in accordance with article L 121 - 19 of the French "Code de la consommation".

Refer to the article L 121-16-1 for the limitations to the extension of this right to the professionals.

If the CUSTOMER makes use of their right of withdrawal, they shall send an unequivocal declaration of withdrawal by mail or email to VIGA MUSIC TOOLS and will have to return the product in its original packaging and mint condition, accompanied by the delivery note received with the product.

The return of products is the responsibility of the CUSTOMER and is achieved at their own risk. It is advisable to follow the package with proof of delivery.

Amounts paid to the order will be refunded within 30 days of receipt of the products by VIGA MUSIC TOOLS. The CUSTOMER may also request a credit in our accounts or an exchange of products.

VIGA MUSIC TOOLS will not refund the additional costs if the CUSTOMER has expressly chosen a delivery method exceeding the price of the standard delivery method offered by VIGA MUSIC TOOLS.

In case of exceeding the withdrawal period, except in cases of force majeure, the return is cancelled and the sale is considered as closed and final.

Any non-compliant return will be rejected and VIGA MUSIC TOOLS will be released from any liability. In accordance with article L 121-21-8 of the French "Code de la consommation", the right of withdrawal cannot apply for items that have been the subject of a special order made according to the specifications of the consumer or clearly personalized.

In the case of sales outside the EU and in the DOM-TOM, VIGA MUSIC TOOLS does not refund customs duties and local taxes, which depend on the country. It remains the responsibility of the CUSTOMER to obtain a refund from the local customs, or from a carrier agent who may act as an intermediary with the customs services. For this purpose, the CUSTOMER must keep all the documents justifying the amount they paid: shipping (CN23) and delivery slips, invoices, justification of the reasons for the commercial return and all other documents required by the local services.

GUARANTEES

The delivered products are in accordance with the legal warranty of 24 months against all vices hidden from a material, design or manufacturing defect and making them unsuitable for their use.

Any guarantee is excluded in case of improper use, negligence or poor maintenance on the part of the CUSTOMER.

VIGA MUSIC TOOLS will replace the products found to be defective according to its own product review.

The legal guarantee of conformity applies regardless the possibly granted commercial warranty.

APPLICABLE LAW - DISPUTES

These GENERAL TERMS AND CONDITIONS OF SALE are subject to French law. In case of dispute, particularly in the case of an international sale, only the French courts are competent.

FORCE MAJEURE

VIGA MUSIC TOOLS can not be held responsible for the non-performance of the contract concluded due to the occurrence of a force majeure event. Fortuitous event or force majeure events releasing VIGA MUSIC TOOLS from liability are all facts or circumstances that are irresistible, unpredictable and independent of the will of the parties.

DATABASE AND PRIVACY

The personal data requested from the CUSTOMER are necessary for the processing of the order and are intended for internal use by VIGA MUSIC TOOLS.

The CUSTOMER has a right of access, modification, rectification and opposition under the conditions provided for by the law by contacting the customer service.

CUSTOMER SERVICE AND CLAIMS

The customer service of VIGA MUSIC TOOLS can be reached by email or by phone, Monday to Friday from 9: 00 to 18: 00 (France/Paris time).

Any claim must be submitted by mail or email.