



QUALITY STRINGS

## QUALITY STRINGS - TERMS & CONDITIONS

- 1. Applicability:** these terms and conditions (the “**Terms**”) apply to the legal relationship between Quality Strings, a sole trader organised and existing under Dutch law, with its seat in Beusichem, its address at the Smalriemseweg 55 (4112 NB) and registered with the Trade Register under number 17099281 (“**Quality Strings**” or “**we**”), and you or your company (“**you**”). These Terms may be changed from time to time and are available at [www.qualitystrings.com](http://www.qualitystrings.com) (the “**Website**”). It is your responsibility to check our Website periodically for changes. Your continued use of our service following the posting of any changes constitutes acceptance of those changes.
- 2. The Products:** Quality Strings calculates and fabricates bass strings for upright and grand pianos (the “**Service**”). Quality Strings sells the following “**Products**”: (1) Calculation for bass and plain strings, (2) Calculation and fabrication of individual bass strings (“**Individual Strings**”) and (3) complete sets of bass strings (“**Sets of Strings**”). You can purchase our Products online, by e-mail or by regular mail.
- 3. Software and Calculations:** Quality Strings developed software for the calculation of bass and plain strings (the “**Software**”). The calculations for the strings resulting from the Software are unique (the “**Calculations**”). If you copy our Calculations or the strings they result in, you breach our (intellectual property) rights and you are liable for all damages that we might suffer from that breach. You are not entitled to use our Calculations for commercial purposes without our written consent thereto. If you wish to use our Calculations for commercial purposes, please let us know and we will send you the license conditions.
- 4. Account:** to purchase our Products online, you must create a personal account and provide us with certain information such as your name (or your company’s name), address, phone number, e-mail address and your VAT registration number if your company is registered within Europe. You agree to provide accurate and true information. Please keep the information safe, you are solely responsible for safeguarding your password as we do not keep it. You may terminate your account at any time. We reserve the right to terminate accounts or reclaim usernames at all times in case of inappropriate use.
- 5. Orders for Individual Strings:** you can order Individual Strings (1) by using the online ordering system at our website, (2) by sending us a completed order-form by regular mail, or (3) by sending us the old string to copy by regular mail. The order is binding from the date the order is received by us. You are responsible for providing us with the correct information. Quality Strings cannot guarantee that the Individual Strings fit, do not break, and produce the right tone, if you do not provide us with the correct information.
- 6. Orders for Sets of Strings:** you can order a Set of Strings by sending us the completed order-form and an accurate paper pattern of your piano by regular mail. The order is binding from the date the order is received by us. You are solely responsible for providing us with the correct information on the order-form and an accurate paper pattern. Quality Strings cannot guarantee that the Set of Strings fits, does not break, and produces the right tone, if you do not provide us with the correct information and an accurate pattern.

- 7. Delivery location:** the delivery of the Product is at our warehouse located at Smalriemseweg 55, 4112 NB, Beusichem, the Netherlands, where we hand the Products over to the transport service (usually Post NL). The transporter will transport the Products to the specified address on the order form. As soon as the Product has been handed over to the transporter, we will let you know. The costs of transportation and any import or tax duties will be borne by you. The risk of loss, theft and damages of the Product passes to you as soon as the Product is handed over to the transporter. Quality Strings is in no case liable for any losses, theft or damages to the Products after delivery of the Products at our warehouse or after handing over the Products to the transporter.
- 8. Shipping period:** we aim to ship Individual Strings within 7 business days from the day the order is received by Quality Strings. We aim to ship Sets of Strings within 14 business days from the day Quality Strings receives the order. The given shipping periods are estimations and no deadlines. In case the Product is not in stock or shipping is delayed due to unexpected circumstances, Quality Strings will notify you as soon as possible and will do its utmost best to ship the Product within 3 months.
- 9. Prices and Payment:** all prices are in Euros, excluding VAT, import and tax charges. We recommend you to contact your local customs authority to determine the applicable import duties, prior to completion of your order. Orders may be subject to pre-payment. For all online payments we use the online payment processor 'Rabo Omnikassa' or any other online payment processor we deem suitable in the future. We are not liable for any wrongfully processed payments of the online payment processor. If the issuer of your payment (credit)card refuses to authorize your payment to Quality Strings, we cannot process your order.
- 10. Returns:** since the Products are customized and specified by you, it is not possible to return the Products.
- 11. Privacy and Confidentiality:** Quality Strings believes that your personal data should be treated with utmost care. Therefore, all personal information transferred by you to us will be treated confidential on a strictly need to know basis and in compliance with all applicable laws on data privacy, under which the European Data Protection Directive 95/46/EC and the Dutch Data Protection Act. We will not share your personal information with any third party. For more information please check our Privacy Policy [here](#). You agree that we may use photos and other media that you send us on our Website and for commercial purposes.
- 12. Force Majeure:** in the event of force majeure, which includes (among others) non-availability of Products due to non-deliverance by our suppliers and/or transport services, we may suspend the delivery of the Products. We are not be liable for any (direct or indirect) damages that you may suffer in the event of force majeure.
- 13. Limitation of Liability:** we are not liable for any direct or indirect damages arising out of the use of our Service and/or Products, whether based on warranty, contract, or any other legal theory. In case of liability, our liability is limited to the price of the ordered and paid Products.
- 14. Intellectual Property Rights:** Quality Strings is (and remains) the sole holder of all intellectual property rights relating to our Products, Services, Software, Calculations, and (the content on) our Website (such as rights to patents, patent applications, trademarks, trademark applications, service marks, trade names, copyrights, trade secrets, licenses, domain names, source codes, business information, know how, and proprietary rights) ("**Intellectual Property Rights**").

- 15. Rules of Conduct:** we are entitled to refuse access to our Services and/or Website if we suspect that you breach these Terms. Since we respect your (privacy)rights, we expect that you also respect ours. You agree and declare not to:
- a) provide us with false or misleading information;
  - b) resell purchased Products for commercial purposes or any other commercial benefit;
  - c) copy strings that are made by us or use our Software or Calculations for commercial purposes without our prior consent (license);
  - d) violate any rights of Quality Strings, including but not limited to its Intellectual Property Rights;
  - e) violate any applicable law, rule or regulation; and
  - f) attempt to probe, scan, compromise, test the vulnerability, or breach any security or authentication of our Website, Software or any other related system or network.
- 16. Indemnity:** you agree to indemnify and hold us harmless from any claims, liabilities, damages, losses and expenses, as a consequence of the use of the Products, Services, Software or Calculations.
- 17. Disclaimer:** Quality Strings does not guarantee, represent or warrant that your use of the Product, Service, Software or Calculations will be uninterrupted, timely, secure or error-free. We are not liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from or related to your use of the Service, Software and Calculations.
- 18. Questions and Complaints:** if you have a complaint or question, please email us at [info@qualitystrings.com](mailto:info@qualitystrings.com) giving full details of your complaint or question. Please also check our website [www.qualitystrings.com](http://www.qualitystrings.com) for 'Frequently Asked Questions'.
- 19. Governing Law & Jurisdiction:** these Terms are governed by Dutch Law. The court of Amsterdam has exclusive jurisdiction in any dispute between parties relating to these Terms.

*Quality Strings*  
*Smalriemseweg 55*  
*4112 NB Beusichem*  
*The Netherlands*  
*Dutch Chamber of Commerce: 17099281*  
[info@qualitystrings.com](mailto:info@qualitystrings.com)  
[www.qualitystrings.com](http://www.qualitystrings.com)