

## **Article 1: Definitions**

- 1.1 Reflection period: The period of time during which the consumer may use his right of withdrawal;
- 1.2 Consumer: The natural person not acting in the exercise of a profession or business and entering into a distance contract with the provider;
- 1.3 Day: Calendar day
- 1.4 Durable data carrier: any medium that enables the consumer or provider to store information addressed to him personally in such a manner that allows for future consultation and unaltered reproduction of the stored information;
- 1.5 Right of withdrawal: the option for the consumer to withdraw from the distance contract within the reflection period;
- 1.6 Provider the natural or legal person that offers products and/or services remotely to consumers;
- 1.7 General Terms and Conditions: the present general Terms and Conditions of the provider .

## **Article 2: Identity of the provider**

Hoondaq Productions, established in Mijdrecht, the Netherlands  
e-mail: [bookings@simonecroes.nl](mailto:bookings@simonecroes.nl)  
or use the contact form [www.simonecroes.com/contact/](http://www.simonecroes.com/contact/)

## **Article 3: Applicability**

- 3.1 These general Terms and Conditions apply to any offer from the provider and to any distance contract and orders concluded by the provider and the consumer.
- 3.2 Before concluding a distance contract, the provider shall make the text of these General Terms and Conditions available to the consumer. If this is reasonably not possible, the provider, before concluding the distance contract, shall notify that the General Terms and Conditions can be sent to the consumer free of charge as soon as possible.
- 3.3 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 durable 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.
- 3.4 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.

## **Article 4: The offering**

- 4.1 If an offer is of limited duration or if certain conditions apply, it shall be explicitly stated in the offer.
- 4.2 The offer is non-binding. The provider is entitled to alter or amend the offer.
- 4.3 The offer contains a full and detailed description of the offered products. The description is suitably detailed to enable the consumer to properly assess the offer. If the provider makes use of pictures, they are truthful images of the products.  
Obvious errors or mistakes in the offer are not binding for the provider.
- 4.4 All images, specifications information in the offer are indicative and cannot lead to damage compensation or termination of the agreement.
- 4.5 All product images are a truthful representation of the offered products. The provider cannot guarantee that the displayed colours are an exact match to the actual colours of the products.

4.6 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, including taxes;
- 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 and performance of the contract;
- the time frame for accepting the offer, or, as the case may be, the time frame for honouring the price;
- if the contract is filed after conclusion, and how the consumer can consult it;
- the manner in which the consumer, before concluding the contract, may verify any data provided by him in relation to the contract, and the way the consumer may correct this data before the contract is concluded;
- the codes of conduct to which the provider 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 an extended transaction.

## **Article 5: The contract**

5.1 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.

5.2 If the consumer accepted the offer via electronic means, the provider 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.

5.3 If the contract is concluded electronically, the provider 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, the provider shall observe appropriate security measures.

5.4 The provider 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, the provider 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.

5.5 The provider 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 durable data carrier:

the visiting address of the provider's business establishment where the consumer may get into contact for any complaints;

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;

the information relating to existing after-sales services and guarantees;

the information as stated in article 4 paragraph 3 of these Terms and Conditions, unless the provider has already provided the consumer with this information before the performance of the contract.

5.6 If it concerns the delivery of a series of products or services, the stipulation in the previous paragraph applies to the first delivery only.

5.7 Each contract is entered into under the suspensive condition of sufficient availability of the products concerned.

## **Article 6: Right of withdrawal**

When delivering products:

6.1 When purchasing products, the consumer has the option to repudiate the contract without specifying any reasons for a period of 14 days. This period starts on the day the product is received by or on behalf of the consumer.

6.2 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 the provider in conformity with the provider's reasonable and clear instructions.

6.3 When the consumer wishes to use his right of withdrawal, he is obligated to inform the provider within 14 days after receiving the product. The informing of the provider must be done by the consumer via the contact form. After the consumer has stated that he wishes to use his right of withdrawal, the consumer must return the product within 14 days. The consumer must prove that the delivered products were returned timely, by, for example, a proof of dispatch.

6.4 When the customer has not indicated that he wishes to use his right of withdrawal or has not returned the products within the terms as mentioned in paragraph 2 and 3, the purchase is final.

When providing services:

## **Article 7: Costs in case of withdrawal**

7.1 Should the consumer exercise the right of withdrawal, the returning costs (shipping, and custom fees if applicable) are at the consumer's expense.

7.2 If the consumer has made a payment, the provider shall return this amount as soon as possible, but within not more than 14 days after the withdrawal. However, under the condition that the product has been received by the provider.

## **Article 8: Exclusion of the right of withdrawal**

8.1 The provider can preclude the consumer from having a right of withdrawal as far as is provided for in paragraph 2 and 3 of this article. The exclusion of the right of withdrawal applies only if the provider mentioned this clearly in the offer at least timely before the conclusion of the contract.

8.2 Exclusion of the right of withdrawal is only possible for products:

- that were realised according to the consumer's specifications;
- that are obviously personal in nature;
- that cannot be returned due to their nature (including digital files);
- whose prices are subject to fluctuations in the financial market that are beyond the provider's control;
- for physical audio and video recordings of which the consumer has broken the seal.

## **Article 9: The price**

9.1 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.

9.2 Contrary to the previous paragraph, the provider may offer products or services whose prices are subject to fluctuations in the financial market that are beyond the provider'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.

9.3 All prices indicated in the provision of products are including VAT.

9.4 All prices are subject to printing and typographical errors. No liability is accepted for the consequences of printing and typographical errors. The provider is not obligated to provide the product for the wrong price in case of printing or typographical errors.

## **Article 10: Conformity and guarantee**

10.1 The provider guarantees that the products 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.

10.2 Any defects or faulty goods should be reported to the provider within 1 week after delivery in writing. Return shipment of the products must be in the original packaging and as new.

10.3 The guarantee term of the provider is equal to the factory guarantee. The provider is never liable for the eventual suitability of the products for every individual application by the consumer, nor for any advice relating to the use or application of the products.

10.5 the guarantee does not apply when:

- The consumer has repaired and/or altered the products himself or has third parties repair and/or alter the products.
- The delivered products have been exposed to abnormal circumstances or misused in any other way or are in violation of the directions given by the provider and/or listed on the packaging.
- The defectiveness is, in whole or partial, the consequence of regulations given or to be given by the authorities regarding the nature or the quality of the applied materials.

## **Article 11: Delivery and performance**

11.1 The provider shall exercise the best possible care when executing product orders.

11.2 The place of delivery is at the address given by the consumer to the provider.

11.3 With due observance of the stipulations in Article 4 of these General Terms and Conditions, the company 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 30 days after ordering. In such cases, the consumer is entitled to repudiate the contract free of charge. The consumer will have no right to compensation.

11.4 All delivery times are indicative. The consumer cannot derive any rights from any mentioned terms. Exceeding of a term does not entitle the consumer to compensation.

11.5 In the event of repudiation under paragraph 3 of this Article, the provider shall return the payment made by the consumer as soon as possible but at least within 14 days after repudiation.

11.6 If delivering an ordered product turns out to be impossible, the provider shall make an effort to offer an equivalent replacement product in consultation with the customer. 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 (including custom fees if applicable) are to be borne by the customer.

11.7 Unless explicitly agreed otherwise, the risk of loss of and/or damage to products shall remain with the provider until the time they are delivered to the consumer or his representative, predefined and known to the provider.

## **Article 12: Payment**

12.1 Unless otherwise agreed, the amounts to be paid by the consumer are to be settled within 7 working days after the reflection period as mentioned in Article 6 paragraph 1.

12.2 The consumer has the duty to inform the provider promptly of possible inaccuracies in the payment details.

12.3 In case of non-payment on the part of the consumer, and subject to legal restrictions, the provider is entitled to charge any predetermined reasonable costs incurred to the consumer.

## **Article 13: Complaints procedure**

13.1 The provider shall have a sufficiently notified complaints procedure and shall handle the complaint in accordance with this complaint procedure.

13.2 Complaints about the order shall be submitted to the provider fully and clearly described within 7 days after the consumer has discovered the defects.

13.3 The complaints submitted with the provider shall be replied within a period of 14 days after the date of receipt. Should a complaint demand a foreseeable longer time for handling, the provider shall respond within 14 days with a notice of receipt and an indication when the consumer can expect a more detailed reply.

13.4 If the complaint cannot be solved in joint consultation, there will be a dispute that is open to the dispute settlement rules.

13.5 In case of a complaint, the consumer must first contact the provider.

13.6 A complaint does not suspend the obligations of the provider, unless the provider indicates otherwise, in writing.

13.7 When a complaint is found just by the provider, the provider will then either replace this product or repair the delivered products free of charge.

13.8 Custom fees cannot be refunded.

13.9 If the shipping cost are equal, or higher than the product price we cannot send a replacing or repaired product, we will refund the product(s) and the shipping costs.

#### **Article 14: Disputes**

14.1 Contracts between the provider and the consumer, to which these General Terms and Conditions apply, are exclusively governed by Dutch law. Even when the consumer lives abroad.

14.2 The United Nations Convention on Contracts for the International Sale of Goods is not applicable.

#### **Article 15: Additional provisions**

15.1 The content of the music products (physical and digital audio media, including accompanying text, photography and artwork), is intended solely for personal, non-public use.

15.2 It is permitted to make a digital copy of a product for personal use.

15.3 It is not permitted to publish a product, or parts thereof (music, text or image), create, distribute or reproduce without prior explicit written permission by the rightful owners.

15.4 When purchasing a music product, it is assumed that the customer is sufficiently known in advance with the nature and quality of the music product.

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