

Terms and Conditions

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ARTICLE 1 - DEFINITIONS

In these terms and conditions, the following terms refer to:

1. **Cooling-off period:** the time in which consumers can make use of their right of withdrawal;
2. **Consumer:** the natural person who does not act in the name of any profession or business that makes a remote agreement with this company;
3. **Day:** calendar day;
4. **Long-term transaction:** a remote agreement with respect to a range of products and/or services, of which the obligation of delivery and/or purchase has been spread over a certain period of time;
5. **Sustainable Data Carrier:** any means that allows consumers or businesses to store personalized information to him in a way that allows future consultation and unchanged reproduction of the stored information
6. **Right of Withdrawal:** The possibility for the consumer to refrain from the agreement over distance within the specified cooling-off period;
7. **Company:** the natural or legal entity offering products and/or services to consumers through a remote agreement;
8. **Remote agreement:** An agreement for selling products and/or services that comes about using one or more remote selling systems applied by the company;
9. **Remote selling systems :** Means that can be used for the conclusion of an agreement, without the consumer and company being present simultaneously in the same space.

ARTICLE 2 – IDENTITY OF THE COMPANY

Tradename: Cajonwebshop.com
Operating under: La Guitarra Buena
E-mail address: info@guitarrabuena.nl
KvK-number: 33172084
VAT-number: NL078036768B01

ARTICLE 3 - APPLICABILITY

1. These terms and conditions apply to any offer of the company and to any agreement between company and consumer.
2. Before the remote agreement is concluded, the text of these terms and conditions will be made available to the consumer.
3. If the remote agreement is concluded electronically, by way of derogation from the preceding paragraph and before the distance contract is concluded, the text of these terms and conditions is made available to the consumer electronically in such a way that the consumer can store it in a simple way on a durable data carrier.
4. In the event that, in addition to these general terms and conditions, specific product or service terms apply, the second and third paragraphs apply mutatis mutandis and, in the event of contradictory terms and conditions, the consumer can always rely on the applicable provision that is most favourable to him/her.

ARTICLE 4 - THE OFFER

1. If an offer has a limited period of validity or is subject to conditions, this will be explicitly stated in the offer.
2. The offer contains a complete and accurate description of the products and / or services offered. The description is sufficiently detailed to allow a good assessment of the offer by the consumer. If the company uses images, they are a true and fair view of the products and / or services offered. Apparent errors or manifest errors in the offer do not bind the company.
3. Each offer contains such information that it is clear to the consumer what the rights and obligations are attached to the acceptance of the offer. This concerns in particular:
 - a. selling price, including applicable taxes;
 - b. possible delivery charges;
 - c. The way in which the agreement will be established and what actions are required;
 - d. the possible application of the right of withdrawal;
 - e. The payment method(s), delivery and execution of the agreement;
 - f. The deadline for acceptance of the offer or the period within which the company guarantees the price;

ARTICLE 5 - THE AGREEMENT

1. The agreement is concluded, subject to the provisions of paragraph 4, when the customer has accepted the offer and complies with the specified conditions of purchase.
2. If the consumer has accepted the offer by electronic means, the company immediately confirms receipt of acceptance of the offer by electronic means. As long as the receipt of this agreement is not confirmed by the company, the consumer can terminate the agreement.
3. If the agreement is established electronically, the company will take appropriate technical and organizational measures to secure the electronic data transfer and ensure a secure web environment. If the consumer can pay electronically, the company will take appropriate safety measures.
4. The company can, within legal frameworks, inform whether the consumer is able to meet its payment obligations, as well as all the facts and factors that are relevant for the accountability of the remote agreement. If, on the basis of this investigation, the company has reasonable grounds for not entering into the agreement, he is entitled to refuse an order or application or to attach special conditions to the execution.
5. With the product or service, the company will provide the consumer with the following information, either in writing or in such a way that it can be stored by the consumer in a simple manner on a durable data carrier:
 - a. The way in which consumers can file a complaint;
 - b. The conditions under which and the manner in which the consumer may use the right of withdrawal or a clear notification of the exclusion of the right of withdrawal;
 - c. Warranty information and existing post-purchase service;
 - d. The information contained in article 4 paragraph 3 of these terms, unless the company has already provided this information to the consumer prior to the execution of the agreement;
 - e. The terms for termination of the agreement if the agreement has a duration of more than one year or indefinite duration.
6. In the event of a long-term transaction, the provision in the previous paragraph applies only to the first delivery.

ARTICLE 6 - RIGHT OF WITHDRAWAL

1. When purchasing products, the consumer has the opportunity to dissolve the agreement without giving reasons for 14 days. This term will start on the day after receipt of the product by the consumer or a pre-appointed representative of the consumer, if notified to the company.
2. During the cooling-off period, consumers will carefully handle the product and the packaging. He will only extract or use the product to the extent that is necessary to assess whether he wishes to keep the product. If he makes use of his right of withdrawal, he will return the product with all delivered accessories and - if reasonably possible - to the company in its original condition and packaging in accordance with the reasonable and clear instructions provided by the company.

ARTICLE 7 – COSTS IN CASE OF REVOCATION

1. If the consumer makes use of his right of withdrawal, where the customer will be responsible for the return costs at most.
2. In case the consumer has paid an amount, the company will repay this amount as soon as possible, though no later than 30 days after the return or revocation.

ARTICLE 8 – EXCLUSION RIGHT OF WITHDRAWAL

1. The company may exclude the right of withdrawal from the consumer to the extent as provided for in paragraphs 2 and 3. The exclusion of the right of withdrawal applies only if the company has stated this clearly in the offer, at least before for the conclusion of the agreement.
2. Exclusion of the right of withdrawal is only possible for products:
 - a. Which are complied by the company in accordance with consumer specifications;
 - b. which are clearly personal in nature;
 - c. which by their nature cannot be returned;
 - d. which have a perishable nature;
 - e. of which the price is subject to fluctuations in the financial market on which the company has no influence;
 - f. for single newspapers and magazines;
 - g. for audio and video recordings and computer software of which the consumer has broken the seal;
 - h. which are intended to be used on or in the body.
3. Exclusion of the right of withdrawal is only possible for services if:
 - a. it concerns accommodation, transportation, restaurant or leisure activities on a particular date or during a certain period of time;
 - b. delivery has been explicitly agreed by the consumer before the cooling-off period has expired;
 - c. it concerns bets or lotteries.

ARTICLE 9 – THE PRICE

1. During the period of validity of the offer, the prices of the products and/or services offered will not be increased, subject to price changes caused by changes in VAT rates.
2. By way of derogation from the previous paragraph, the company may offer products or services whose prices are subject to fluctuations in the financial market at variable pricing. This bond with fluctuations in the financial markets, and the fact that any quoted prices are target prices are stated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are permitted only if they result from statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only allowed if the company has stated this and if:
 - a. These are the result of statutory regulations or provisions; or
 - b. the consumer has the opportunity to cancel the agreement as of the date of the price increase.
3. The prices mentioned in the offer of products or services include VAT.

ARTICLE 10 - CONFORMITY AND GUARANTEE

1. The company ensures that the products and/or services comply with the agreement, the specifications specified, the reasonable requirements of soundness and/or usability and the statutory provisions and/or government regulations on the date of the conclusion of the agreement. If agreed upon, the company also ensures that the product is suitable for other than normal use.
2. A guarantee given by the company, manufacturer or importer does not affect the legal rights and claims that the consumer can make against the company under the agreement.

ARTICLE 11 – DELIVERY AND EXECUTION

1. The company will take the utmost care when receiving and carrying out orders for products, and in evaluating applications for services.
2. The place of delivery is the address that the consumer has notified to the company.
3. With due regard to what is stated in article 4 of these terms and conditions, the company will carry out accepted orders at an accelerated rate, but not later than 30 days, unless a longer delivery period has been agreed. If delivery is delayed, or if an order can not, or only partially, be executed, the consumer will receive a notice of this within 30 days after placing the order. In that case, the consumer has the right to dissolve the agreement at no cost and the right to any damages. Order costs, including but not limited to shipping and administration costs, are excluded from damages. Consequential damage resulting from the termination of the agreement will not be reimbursed.
4. In the case of dissolution in accordance with the previous paragraph, the company will reimburse the amount paid by the consumer as soon as possible but not later than 30 days after dissolution.
5. If delivery of an ordered product proves impossible, the company will endeavour to make a replacement article available. At the delivery at the latest, it will be reported in a clear and comprehensible manner that a replacement article is delivered. For replacement items right of withdrawal can not be excluded.
6. The risk of damage and/or loss of products rests with the company until the time of delivery to the consumer or a pre-designated representative to the company, unless explicitly agreed otherwise.

ARTICLE 12 - LONG-TERM TRANSACTIONS: DURATION, TERMINATION AND EXTENSION

Termination

1. The consumer may at any time terminate an indefinite agreement, which can include for scheduled delivery of products (including electricity) or services, in accordance with agreed termination rules and a notice period of no more than one month.
2. Consumers may terminate a fixed-term agreement, which can include scheduled delivery of products (including electricity) or services, at any time by the end of the specified period in accordance with agreed notice of termination and a notice period of one month at most.
3. Concerning the agreements mentioned in the previous paragraphs, a customer can:
 - a. terminate at all times without being limited to termination at a particular time or in a certain period;
 - b. at least terminate in the same manner as they have been entered;
 - c. always terminate with the same notice period as the company has negotiated for itself.

Extension

1. A fixed-term agreement that includes the regular delivery of products (including electricity) or services may not be tacitly renewed or renewed for a certain period of time.
2. By way of derogation from the previous paragraph, a fixed-term agreement which provides for the regular delivery of daily news and weekly newspapers and magazines may be tacitly extended for a period of up to three months, if the consumer is able to terminate this extended agreement at the end of the extension with a notice period of one month at most.
3. An agreement entered into for a certain period of time and which involves the regular delivery of products or services may only be tacitly extended for an indefinite period if the consumer can terminate at any time with a notice period of no more than one month, and a notice period of no more than three months in case the agreement concerns the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.

4. An agreement of limited duration concerning scheduled delivery of daily news and weekly newspapers and magazines (trial or acquaintance subscription) is not tacitly continued and ends automatically after the trial or acquisition period.

Duration

If an agreement has a duration of more than one year, after one year, the consumer may terminate the agreement at any time with a notice period of no more than one month unless reasonability and fairness resists termination before the end of the agreed duration.

ARTICLE 13 - DISPUTES

On agreements between the company and the consumer to which these terms and conditions relate, only Dutch law applies.

ARTICLE 14 - ADDITIONAL OR DIFFERING PROVISIONS

Additional or differing provisions from these terms and conditions may not be to the detriment of the consumer and must be written in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable data carrier.
