

Terms and Conditions

Article 1 - Definitions

In these Standard Business Terms the following words will have the following meaning:

1. Entrepreneur: 'Overdrive Music Gear' or any other member or legal predecessor of 'Overdrive Music Gear' such as 'Overdrive Straps';
2. Consumer: a contracting party that is an individual and is not acting in the conduct of any business;
3. Consumer distance purchase: agreements between a consumer and the Entrepreneur in its capacity as seller or service provider where in the framework of an organised system for sale or provision of services at a distance including the conclusion of an agreement use is made of one or more techniques for communications at a distance;
4. Technology for distance communication: means that can be used to conclude a contract, without the consumer and trader being in the same area have come together;
5. Withdrawal period: the period during which the consumer can exercise his right of withdrawal;
6. Right of withdrawal: the ability for consumers within the waiting period to see the distance contract;
7. Products: all sales items cited by the Entrepreneur on its website and available on order from its store(s) as well as services offered by the Entrepreneur on its website;
8. Agreement: agreements of which these Standard Business Terms constitute the contents and which come about by the Entrepreneur accepting the consumers order and also the mode of payment;
9. Terms: these present Standard Business Terms.

Article 2 - Identity of the Entrepreneur

Overdrive Music Gear

The Netherlands

Tax VAT number: NL206940105B01

Article 3 - Applicability

1. These Terms apply to all (preceding) offers by the Entrepreneur and any agreement and concomitant relations between you and the Entrepreneur unless there is any explicit deviation from these Terms by the Parties and this has been confirmed in writing by the Entrepreneur. Simple reference on your part to your own terms or to any standard clause on your stationery or to any provision in your own terms stating that those terms are exclusively binding will not suffice to do so. The acceptance of an offer by the Entrepreneur thus entails that you completely accept the applicability of these Terms and explicitly deviate from your own standard terms.
2. The present Terms replace all other terms and conditions to which reference is made on your part or in connection with any business transaction. Accordingly the present Terms replace all other terms and conditions applied by the Entrepreneur gal predecessors.
3. The Entrepreneur is entitled to change its Standard Terms at any time and without advance announcement. It is therefore also advisable to regularly check these Standard Terms. The contents of agreements that have come about on the basis of previous terms remain in effect.
4. What is stipulated in these Terms may only be waived in writing in which case the remaining provisions remain in effect uncurtailed.

Article 4 - The Offer

1. If an offer has a limited duration or subject to conditions, this will be explicitly mentioned in the offer.

2. The offer includes a complete and accurate description of the products and / or services. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer as possible but is nonetheless not binding. The Entrepreneur is therefore not liable for misprints, typos, mathematical errors or for any lack of clarity or its consequences.
3. Each offer contains such information, that it is clear to the consumer what is their rights and obligations. The quotations and offers made by The Entrepreneur are without commitment unless otherwise agreed and a duration of validity is mentioned in a written offer. The Entrepreneur is not bound by agreements made with its personnel. The Entrepreneur additionally reserves the explicit right to change prices such as for instance when this may appear to be necessary due to a (statutory) provision.
4. An agreement only comes about after written acceptance of the order by The Entrepreneur. The order is binding on you. The Entrepreneur is entitled to refuse orders as well as to put certain conditions on delivery unless otherwise explicitly agreed. If The Entrepreneur does not accept an order it will make notification to that effect within 14 days of receipt of the order.
5. The information to be processed by The Entrepreneur, supporting documentation and/or materials for execution of your order should be submitted free of charge on time and on the dates to be given by The Entrepreneur at the address indicated by the latter. In case of deliveries not made free the client will be invoiced for freight costs incurred and/or postage costs without prejudice to The Entrepreneur refuse a non-free shipment.
6. If you have not made any objections within seven days after the order confirmation is sent the latter is deemed to accurately and fully reflect the agreement.
7. The Entrepreneur reserves the right to perform more work and invoice you for it than was explicitly ordered if such activities are in your interests and/or are for the proper execution of your order. You will be informed thereof as soon as possible about the execution of these supplemental activities.
8. It is for all consumers, trade institutions and companies expressly prohibited without written permission of the business products of the entrepreneur to sell to third parties. The official outlets are mentioned on the Entrepreneur's website.
9. The Entrepreneur's products which have been sold with customer discount are strictly intended for customer's personal use. These products may never be sold to third parties with intentions to make a profit. When these aforementioned conditions are not fulfilled the entrepreneur has the right to cancel the purchase.

Article 5 - The Contract

1. The agreement is subject to the provisions of paragraph 4, concluded at the time the consumer accepts the offer and meet the corresponding conditions.
2. If the consumer has accepted offer electronically, the trader will immediately confirm receipt of electronic acceptance of the offer. Until receipt of this acceptance has not been confirmed, the consumer may rescind the contract.
3. If the agreement is created electronically, the trader will take appropriate technical and organizational measures to protect the electronic transmission of data and ensure a secure web environment. If the consumer can pay electronically, the trader will take appropriate safety precautions.
4. The entrepreneur can - within the law - to inform consumers of its payment obligations, as well as all facts and factors that are important to a sound conclusion of the distance contract. If the operator under this investigation was justified in the agreement not to go, he is entitled to a reasoned order or request or to refuse to implement special conditions attached.
5. The entrepreneur will the product or service to the consumer the following information, in writing or in such a way that the consumer in an accessible manner can be stored on a durable medium, enclose:

the visiting address of the establishment of the operator where the consumer can lodge complaints;

b. the conditions and the manner in which the consumer of the right of withdrawal may be exercised, or a clear statement regarding the exclusion of the right of withdrawal;

c. information on existing after sales service and guarantees;

d. in Article 4 paragraph 3 of these Terms and Conditions, unless the operator this information already provided to the consumer prior to concluding the contract;

e. the requirements for termination of the contract if the contract has a duration of more than one year or is indefinite.

6. If the entrepreneur is committed to providing a range of products or services, the provision of the preceding paragraph shall apply only to the first delivery.

7. When purchasing products, the consumer can cancel the contract without giving any reason whenever the order has NOT been shipped yet. Once the order of the customer has already been sent, no cancellations can be made anymore and the consumer has to refund the order if wanting to receive a refund. At the moment of shipping, the consumer will always be notified by email of the order status.

Article 6 - Right of Withdrawal Upon Delivery of Products

1. After receipt of the purchased products, the consumer has a 14 day period to where withdrawal is possible. The date starts from the day of receipt as stated in the track and trace information of the order.

2. During this period the consumer will treat the product and packaging very careful. He will only unpack or use as necessary to assess whether he would prefer to retain. If he exercises his right of withdrawal, he will directly contact the Entrepreneur within in the period and put the product with all accessories and - if reasonably possible - in their original condition and return packaging to the Entrepreneur in conformity with the Entrepreneur's reasonable and clear instructions. The consumer MUST always have consent and confirmation of the Entrepreneur before return shipping the order.

Article 7 - Costs in Case of Withdrawal

1. If the consumer exercises his right of withdrawal, the entrepreneur will not refund the cost of returning the products. The consumer is fully responsible for the return costs.

2. If the consumer has paid an amount, the entrepreneur will pay back this amount as soon as possible within 14 days when the product has returned in good condition. The initial shipping costs will not be refunded to the consumer by the Entrepreneur.

Article 8 - Exclusion of Right of Withdrawal

1. If the consumer does not have a right of withdrawal, this can only be excluded by the Entrepreneur. The Entrepreneur will clearly state this in the offer, at least in time for the conclusion of the contract refers.

2. Exclusion of the right of withdrawal is only possible for products:

a) by the entrepreneur to have been made to the consumer's specifications;

b) that have used/worn by the consumer to cause visible traces on the product;

c) products that have not sufficiently been packed for the return shipment and have therefore suffered damage because of the consumer's neglect;

Article 9 - The Price

1. The prices indicated for the products and services offered are in Euro's with the inclusion of

VAT and/or other taxes, charges or duties imposed on the products as such and exclusive of handling, shipping, haulage and other concomitant expenses unless otherwise explicitly indicated or agreed upon in writing.

2. The prices in offers/orders are exclusively applicable to the quantities and/or units indicated therewith. The right is explicitly reserved to make changes, for whatever reason, in the prices indicated without prior announcement, including after an offer/order has been placed with the Entrepreneur and already accepted by the Entrepreneur. The above does not apply if the order has already been executed in its entirety, such as processed and shipped already.

3. Payment should be made without deduction or setoff and in one singular transaction.

4. Consumers from Non-EU countries do not get charged 21% VAT taxes at check out: please be aware that additional costs may be charged by customs for duty and/or import taxes by your country and local VAT taxes. The Entrepreneur is not held responsible for any applicable duty, value added taxes (VAT) or import consumption taxes charged to the consumer. The recipient of the product will be required to pay the duty or VAT upon delivery. The Entrepreneur is unable to give an estimate of these costs, as these can vary strongly. The Entrepreneur will not provide the shipment with any false information whatsoever to benefit the consumer in this matter.

Article 10 - Repair and Warranty

1. The Entrepreneur's warranty contains that the products meet the contract, the specifications stated in the offer and the reasonable requirements of reliability and / or usability for one year after purchase date.

2. All defective products should be offered to the Entrepreneur for repair.

3. Excluded from the warranty are:

- a. Regular maintenance and servicing or replacement of parts due to normal wear and tear;
- b. Damage as a result of inadequate maintenance or servicing;
- c. Damage in connection with the circumstance that the product does not conform to applicable technical standards or safety standards;
- e. Repair or attempts at repair of the product by anyone but the Entrepreneur;
- f. Damage as a result of accidents, lightning, flooding, fire, inadequate ventilation or other causes beyond the control of the Entrepreneur;
- g. Damage caused negligence and reckless usage of the product.

4. The Entrepreneur is in no way held responsible for any damages to personal properties of the consumer by misuse of the products that the Entrepreneur provides.

Article 11 - Delivery

1. The Entrepreneur will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.

2. The place of delivery is the address that the consumer has made known to the company when ordering.

3. Subject to what is stated in Article 4 of these terms and conditions, the company accepted orders expeditiously but within 60 days, unless a longer delivery has been agreed. If the delivery is delayed, or if an order is not or only partially carried out, the consumer receives them no later than three month after the order was placed. The consumer in this case has the right to cancel the contract without penalty.

4. The risk of damage and / or loss of products until the moment of delivery to the consumer are held by the Entrepreneur, unless otherwise expressly agreed.

5. For international shipping customs might hold the product for a period of time, the Entrepreneur is NOT held responsible for this and has no influence on the duration of this procedure.

6. If items can not be delivered due to **address failure**, the Entrepreneur is NOT held

responsible for any shipping costs. If the address of the consumer, as made known when ordering, consists with an error the shipment will be returned to sender, which is the Entrepreneur. The consumer can correct the address and request redelivery from the Entrepreneur at his own costs or can cancel the order but has NO right to have the original shipping costs refunded, as costs have been already made by the Entrepreneur in attempt to deliver the order to the consumer's faulty address already.

Article 12 - Payment

1. The consumer is obligated to pay the full amount of the placed order before the order will be processed and shipped by the Entrepreneur.
2. The consumer has the duty to report inaccuracies in specified payment immediately to the Entrepreneur.

Article 13 - Complaints

1. Complaints about the execution or the agreement should take place promptly, fully and clearly described and submitted to the Entrepreneur, after the consumer has discovered the defects.
2. The consumer should inspect the items (or have them inspected) immediately upon delivery. In doing so, the consumer should among other things check if what is delivered corresponds to the agreement, more specifically: - Whether the proper items have been delivered; - Whether the items delivered correspond to what was agreed in regard to quantity (e.g. the number and the quantity); - Whether the items delivered meet the quality requirements agreed upon or, if there were none, to requirements of normal use and/or for normal commercial purposes. If visible defects or flaws are detected then the consumer should report them to the Entrepreneur in writing within 14 days of delivery at the latest. In case of untimely complaints your entitlement in relation to the Entrepreneur lapses.

Article 14 - Applicable Law

1. Dutch law will be applicable to any agreement between the consumer and the Entrepreneur.
2. The Vienna Convention on the International Sale of Goods is not applicable, nor is any other international arrangement whose applicability may be barred.

Article 15 - Additional or Different Terms

Additional or different provisions of these terms should not disadvantage the consumer and should be recorded in writing or may be such that these are by the consumer in an accessible manner stored on a durable medium.