

Hoffman Music Purchase Terms and Conditions

Entire Agreement

Other than as specifically provided in any separate formal purchase agreement between you and Hoffman Music, these terms and conditions (this "Agreement") apply to all of your online purchases from the website at www.hoffmanmusic.com (the "Site") and may NOT be altered, supplemented, or amended by you through the use of any other document(s). Any attempt to alter, supplement, or amend this document or to enter an order for product(s) which is subject to additional or altered terms and conditions will be null and void, unless otherwise agreed to in a written agreement signed by both you and Hoffman Music.

Acceptance

By purchasing products and/or services from the Site, you agree to be bound by and accept this Agreement. Orders are not binding upon Hoffman Music until accepted by Hoffman Music. We reserve the right to refuse service to anyone. Hoffman Music will indicate its acceptance of an order by acknowledging your order by reply email or by shipping the ordered items to you.

Pricing

Because prices, product descriptions, and availability can change quickly, Hoffman Music does not warrant the accuracy or completeness of the information provided on the Site.

MSRP is the manufacturer's suggested retail price. We may commonly sell products at prices lower than MSRP and, for any given product, no sales may have occurred at MSRP.

MSRP is a benchmark to compare our discounts from MSRP to pricing offered by other retailers. Whether other retailers sell at MSRP will vary by product, geographic location, type of store, and over time.

Although we periodically update the MSRP in our direct mail offerings and on our website as we receive them, in some cases manufacturers may change their MSRP without notice to us.

Please contact the manufacturer of a specific product for the most up-to-date MSRP information.

MSRP quoted for house or private label brands are developed internally in consideration of comparable name brand products. We may commonly sell such products at prices lower than MSRP and for any given product, no sales may have occurred at MSRP.

Although our limited time events are intended to be limited time events, our low prices offered during these events may continue in effect after the event.

Values associated with items labeled "free with purchase" are based upon MSRP.

Payment Terms—Orders

Internet orders may be paid for using the following methods: On Hoffman Music account (O.A.C.), VISA, MasterCard, American Express, Discover, and PayPal. Bill Me Later is also available via web orders only. In addition to credit cards, for phone or mail orders you may pay by Western Union Quick Collect, money orders, cashier's checks, and personal checks by mail. Please allow up to 5 business days for Western Union Quick Collect, money orders, and cashier's checks. 3-4 weeks additional processing time for personal checks. Just call us at 1-800-769-3949 to place your order.

Limited Quantities

Some sales/promotional products, including those identified as Hot Buys, Closeouts, Limited Quantity items, Factory B-Stocks and Free Gifts may be limited to stock on hand and are offered on a first come, first served basis.

Shipping Charges—Taxes and Title

Separate charges for shipping and handling will be shown on your order form. Most orders received before 5:00 p.m. Eastern Time, Monday through Friday, are shipped the same day! Orders placed on Saturdays, Sundays, or holidays will be processed the next business day. As a security precaution, initial orders and orders shipping to alternate addresses may be held for extended verification. We reserve the right to make partial shipments, which will not relieve you of your obligation to pay for the remaining deliveries.

All items purchased from Hoffman Music are made pursuant to a shipment contract. This means that the risk of loss and title for such items passes to you upon our delivery to the carrier.

For more information on our shipping policies, including rates, delivery times, and delays, please call us at 1-800-769-3949.

If applicable, a separate charge for taxes will be shown on the invoice. We are required to collect sales tax on all orders shipped to California, Indiana, Missouri, Utah & Washington. If you are shipping an item to any one of these states, then you will be charged the applicable local sales tax rates.

Shipping Charges—Taxes and Title

Shipping charges for used gear vary depending on the item shipped and will be shown on your order form.

Limited Warranty

All new products are sold with the manufacturer's limited warranty. The warranty period and service varies by manufacturer and product. The full text of any such warranty is available, free of charge, upon written request addressed to:

Hoffman Music Inc.
1430 N Monroe
Spokane WA 99201

HOFFMAN MUSIC PROVIDES NO SEPARATE WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HOFFMAN MUSIC EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS REGARDING ANY PRODUCTS SOLD TO YOU, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

100% Satisfaction Guarantee

New Gear: If you're not satisfied, neither are we. If for any reason you're not completely satisfied with your purchase of a new item, simply return it in its original condition within 30 days of purchase (see exceptions below) and we'll give you a full refund. It's that simple. Returned items must be in original, brand-new condition, showing no signs of wear or use such as belt-buckle or pick scratches, scuffs, dings or scrapes on the instrument or collateral materials. Items must also include all original packaging, manuals, warranties and accessories or your return may be subject to a return handling charge. Your refund will be promptly processed upon successful evaluation of your returned item from our trained category professionals. Refunds are made for product value only, excluding shipping and handling charges. If you received Free Shipping on your order, the value of the uncharged shipping cost will be deducted from your refund.

Used Gear: If for any reason you're not completely satisfied with your purchase of a used item, simply return it in its original condition within 10 days of shipment and we'll give you a full refund. Items not returned in original condition are subject to a return handling charge. Select used items are not returnable.

International Shipments: Our return policies for new and used gear also apply to international shipments. Please see any additional policies and information shipped with your package for more details.

Exceptions: There are no returns on clearance, discontinued, vintage, demo and select used items. Additionally, the following items are returnable only if defective OR unopened - strings, reeds, computers, tubes, earbuds, earplugs,

recorders, tin whistles, flutophones, "world" wind instruments, harmonicas, raw-frame speakers, drumheads, drumsticks, turntable cartridges, fog fluid, clothing/footwear, body jewelry, sheet music, cleaners, polishes and polishing cloths. Software/soundware, books, CDs, DVDs, and videos may be returned for credit only if they are in their original, sealed packaging. If defective, these items will only be exchanged for the same product. All returned woodwind and brass instruments incur a \$10.00 sanitization fee. Returned bows are assessed a \$4.00 restocking fee. Returned mouthpieces priced over \$300 incur an \$8.00 sanitization fee; the fee for mouthpieces under \$300 is \$4.00. Due to its return policies, you must contact Apple directly to repair, replace or return Apple products. Apple products may not be returned to us under any circumstance. Stringed instruments priced at \$1999.00 or more, must be returned within 10 days of shipment.

Requesting a Return: Contact our experts at 1-800-769-3949 to obtain a return authorization. Additional information on returns can be found on the paperwork shipped with your package.

Abuse of Return Privileges – Our return policy is in place to ensure our customers never get stuck with a wrong piece of gear. Those who violate the spirit of our return policy by having excessive returns may be subject to limitations or suspension of return privileges.

Send your returns to:

Hoffman Music
(Your RA #)
1430 N Monroe
Spokane WA 99201

For complete details on our guarantees, shipping, and return policies, please contact our Customer Service Department at 1-800-769-3949; fax us at 1-818-735-7547; or write us at Hoffman Music, 1430 N Monroe, Spokane WA 99201.

Limitation of Liability

HOFFMAN MUSIC DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR SOFTWARE, OR THE PROVISION OF SERVICES AND SUPPORT. HOFFMAN MUSIC WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR STATUTORY DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCTS OR SERVICES BUNDLED WITH THE PRODUCTS, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, HOFFMAN MUSIC SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PURCHASE OF

PRODUCTS OR SERVICES UNDER THIS AGREEMENT GIVING RISE TO SUCH LIABILITY. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Applicable Law—Resale or Export

You agree to comply with all applicable laws and regulations of the various states and of the United States. You agree and represent that you are buying for your own personal use only, and not for resale or export.

Governing Law

These terms and conditions shall for all purposes be governed by and interpreted in accordance with the laws of the State of Washington as those laws are applied to contracts entered into and to be performed entirely in Washington, without regard to conflicts of law provisions. Any suit or proceeding arising out of or relating to this Agreement shall be commenced exclusively in state or federal court in Spokane, Washington, and you irrevocably submit to the exclusive jurisdiction and venue of such courts.

Headings

The section headings used herein are for convenience of reference only and do not form a part of these terms and conditions, and no construction or inference shall be derived therefrom.

Thank you,

Hoffman Music
1430 N Monroe
Spokane WA 99201
(509) 444-4140