

# TERMS & CONDITIONS

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## Terms and Conditions ("Terms")

Last updated: 16-04-2023

### Definitions

1. Lot Of Music: Lot Of Music, established in Capelle aan den IJssel, Chamber of Commerce no. 24428227.
2. Customer: the party which Lot Of Music has entered into an agreement with.
3. Parties: Lot Of Music and customer together.
4. Consumer: a customer who is an individual acting for private purposes.

### Applicability

1. These terms and conditions will apply to all quotations, offers, activities, orders, agreements and deliveries of services or products by or on behalf of Lot Of Music.
2. Parties can only deviate from these conditions if they have explicitly agreed upon in writing.
3. The parties expressly exclude the applicability of supplementary and/or deviating general terms and conditions of the customer or of third parties.

### Prices

1. All prices used by Lot Of Music are in euros, are inclusive of VAT and exclusive of any other costs such as administration costs, levies and travel-, shipping- or transport expenses, unless expressly stated otherwise or agreed otherwise.
2. Lot Of Music is entitled to adjust all prices for its products or services, shown in its shop, on its website or otherwise, at any time.
3. Increases in the cost prices of products or parts thereof, which Lot Of Music could not foresee at the time of making an offer or the conclusion of the agreement, may give rise to price increases.
4. The consumer has the right to terminate an agreement as a result of a price increase as referred to in paragraph 3, unless the increase is the result of statutory regulation.

### Payments and payment term

1. The full purchase price is always paid immediately in the webshop.
2. If the buyer does not pay on time, he is in default. If the buyer remains in default, the seller is entitled to suspend the obligations until the buyer has fulfilled his payment obligation.
3. Payment terms are considered as fatal payment terms. This means that if the customer has not paid the agreed amount at the latest on the last day of the payment term, he is legally in

default, without Lot Of Music having to send the customer a reminder or to put him in default.

4. Lot Of Music reserves the right to make a delivery conditional upon immediate payment or to require adequate security for the total amount of the services or products.

### **Right of withdrawal**

1. After receiving the order, the consumer has the right to dissolve the agreement within 33 days without stating reasons (right of withdrawal). The term starts to run from the moment the (entire) order has been received by the consumer.
2. The consumer can use a withdrawal form from the seller. The seller is obliged to make this available to the buyer immediately after the buyer's request.
3. During the cooling-off period, the consumer will handle the product and packaging with care. He will only unpack or use the product to the extent necessary to assess whether he wishes to keep the product. If he makes use of his right of withdrawal, he will return the unused and undamaged product with all accessories supplied and - if reasonably possible - in the original shipping packaging to the seller, in accordance with the reasonable and clear instructions provided by the entrepreneur.
4. An exception is that the seal may not be broken. If the seal is broken, the right of withdrawal will expire.

The cooling-off period of 33 days as referred to in paragraph 1 commences:

- on the day after the consumer has received the last product or part of 1 order
- as soon as the consumer has received the first the product of a subscription
- as soon as the consumer has confirmed the purchase of digital content via the internet

The consumer can notify his right of withdrawal via [customerservice@lotofmusic.com](mailto:customerservice@lotofmusic.com), if desired by using the withdrawal form that can be downloaded via the website of Lot Of Music, [lotofmusic.com](http://lotofmusic.com).

The consumer is obliged to return the product to Lot Of Music within 14 days after the notification of his right of withdrawal, after which period his right of withdrawal will lapse.

### **Reimbursement of delivery costs**

1. If the purchase costs and any other costs (such as shipping and return costs) are eligible for reimbursement according to the law, Lot Of Music will refund these costs to the consumer within 14 days of receipt of the timely appeal to the right of withdrawal, provided that the consumer has returned the product to Lot Of Music in time.
2. The costs for return are only reimbursed by Lot Of Music if the complete order is returned.

### **Reimbursement of return costs**

If the consumer invokes his right of withdrawal and returns the entire order on time, the costs for returning the complete order will be borne by the consumer.

### **Delivery**

1. Delivery takes place while stocks last.

2. Delivery takes place at Lot Of Music unless the parties have agreed upon otherwise.
3. Delivery of products ordered online takes place at the address indicated by the customer.
4. If the agreed price is not paid on time, Lot Of Music has the right to suspend its obligations until the agreed price is fully paid.
5. In the event of late payment, the customer is automatically in default, and hereby he cannot object to late delivery by Lot Of Music.

### **Delivery period**

1. Any delivery period specified by Lot Of Music is indicative and does not give the customer the right to dissolution or compensation if this period is not met with, unless the parties have expressly agreed otherwise in writing.
2. The delivery starts once the customer has fully completed the (electronic) ordering process and received an (electronic) confirmation of his order from Lot Of Music.

### **Actual delivery**

The customer must ensure that the actual delivery of the products ordered by him can take place in time.

### **Transport costs**

Transport costs are paid by the customer, unless the parties have agreed upon otherwise.

### **Packaging and shipping**

1. If the package of a delivered product is opened or damaged, the customer must have a note drawn up by the forwarder or delivery person before receiving the product. In the absence of which Lot Of Music may not be held liable for any damage.
2. If the customer himself takes care of the transport of a product, he must report any visible damage to products or the packaging prior to the transport to Lot Of Music, failing which Lot Of Music cannot be held liable for any damage.

### **Guarantee**

1. The warranty relating to products only applies to defects caused by faulty manufacture, construction or material.
2. The warranty does not apply in the event of normal wear and tear and damage resulting from accidents, changes made to the product, negligence or improper use by the customer, or when the cause of the defect cannot clearly be established.
3. The risk of loss, damage or theft of the products that are the subject of an agreement between the parties, will pass on to the customer when these products are legally and/or factually delivered, at least are in the power of the customer or of a third party who receives the product for the benefit of the customer.

### **Exchange**

1. Exchange is only possible if the following conditions are met:

- exchange takes place within 33 days after purchase upon presentation of the original invoice
- the product is returned in the original packaging
- the product has not been used

## **Indemnity**

The customer indemnifies Lot Of Music against all third-party claims that are related to the products and/or services supplied by Lot Of Music.

## **Complaints**

1. The customer must examine a product or service provided by Lot Of Music as soon as possible for possible shortcomings.
2. If a delivered product or service does not comply with what the customer could reasonably expect from the agreement, the customer must inform Lot Of Music of this as soon as possible, but in any case within 1 month after the discovery of the shortcomings.
3. Consumers must inform Lot Of Music of this within two months after detection of the shortcomings.
4. The customer gives a detailed description as possible of the shortcomings, so that Lot Of Music is able to respond adequately.
5. The customer must demonstrate that the complaint relates to an agreement between the parties.
6. If a complaint relates to ongoing work, this can in any case not lead to Lot Of Music being forced to perform other work than has been agreed.

## **Giving notice**

1. The customer must provide any notice of default to Lot Of Music in writing.
2. It is the responsibility of the customer that a notice of default actually reaches Lot Of Music (in time).

## **Liability of Lot Of Music**

1. Any liability for damage arising from or in connection with the execution of an agreement is always limited to the amount that is paid out in the relevant case by the liability insurance(s) taken out. This amount is increased by the amount of the deductible according to the relevant policy.
2. The seller's liability for damage resulting from intent or willful recklessness on the part of the seller or his managerial subordinates is not excluded.

## **Expiry period**

Every right of the customer to compensation from Lot Of Music shall, in any case, expire within 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions in article 6:89 Dutch Civil Code.

## **Dissolution**

1. The customer has the right to dissolve the agreement if Lot Of Music imputably fails in the fulfillment of his obligations, unless this shortcoming does not justify termination due to its special nature or because it is of minor significance.
2. If the fulfillment of the obligations by Lot Of Music is not permanent or temporarily impossible, dissolution can only take place after Lot Of Music is in default.
3. Lot Of Music has the right to dissolve the agreement with the customer, if the customer does not fully or timely fulfill his obligations under the agreement, or if circumstances give Lot Of Music good grounds to fear that the customer will not be able to fulfill his obligations properly.

### **Force majeure**

1. In addition to the provisions of article 6:75 Dutch Civil Code, a shortcoming of Lot Of Music in the fulfillment of any obligation to the customer cannot be attributed to Lot Of Music in any situation independent of the will of Lot Of Music, when the fulfillment of its obligations towards the customer is prevented in whole or in part or when the fulfillment of its obligations cannot reasonably be required from Lot Of Music .
2. The force majeure situation referred to in paragraph 1 is also applicable - but not limited to: state of emergency (such as civil war, insurrection, riots, natural disasters, etc.); defaults and force majeure of suppliers, deliverymen or other third parties; unexpected disturbances of power, electricity, internet, computer or telecoms; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work stoppages.
3. If a situation of force majeure arises as a result of which Lot Of Music cannot fulfill one or more obligations towards the customer, these obligations will be suspended until Lot Of Music can comply with it.
4. From the moment that a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in writing in whole or in part.
5. Lot Of Music does not owe any (damage) compensation in a situation of force majeure, even if it has obtained any advantages as a result of the force majeure situation.

### **Modification of the agreement**

If, after the conclusion of the agreement and before its implementation, it appears necessary to change or supplement its contents, the parties shall timely and in mutual consultation adjust the agreement accordingly.

### **Changes in the general terms and conditions**

1. Lot Of Music is entitled to amend or supplement these general terms and conditions.
2. Changes of minor importance can be made at any time.
3. Major changes in content will be discussed by Lot Of Music with the customer in advance as much as possible.
4. Consumers are entitled to cancel the agreement in the event of a substantial change to the general terms and conditions.

### **Transfer of rights**

1. The customer cannot transfer its rights deriving from an agreement with Lot Of Music to

third parties without the prior written consent of Lot Of Music.

2. This provision applies as a clause with a property law effect as referred to in Section 3:83 (2) Dutch Civil Code.

### **Consequences of nullity or annulability**

1. If one or more provisions of these general terms and conditions prove null or annulable, this will not affect the other provisions of these terms and conditions.
2. A provision that is null or annulable shall, in that case, be replaced by a provision that comes closest to what Lot Of Music had in mind when drafting the conditions on that issue.

### **Applicable law and competent court**

Dutch law is exclusively applicable to all agreements between the parties.

The Dutch court in the district where Lot Of Music is established is exclusively competent in case of any disputes between parties, unless the law prescribes otherwise.

### **Discogs Intellectual Property**

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### **Attribution**

These terms and conditions were created using a document from Rocket Lawyer (<https://www.rocketlawyer.com/nl/nl>).

**Appendix I: Model withdrawal form**

Only complete this form if you want to revoke the agreement. This is possible within the reflection period of 33 days. You can also cancel the agreement by sending an email or letter to the details below with the correct information.

Email: customerservice@lotofmusic.com

Mailing address:

Lot Of Music  
t.a.v department Customer service  
Hoofdweg 10 J  
2908 LC Capelle aan den IJssel

**Your data**

Initials .....

Insertion .....

Last name .....

Street name .....

House number and addition .....

Postal Code .....

City .....

Phone number .....

E-mailadress .....

Date delivery agreement received . .....

**Reason for cancellation**

.....  
.....

**Signature**

Date .....

Signature .....