

## **General Terms and Conditions of Chorus Online**

### **Article 1. General**

1.1. In these general terms and conditions the following terms shall have the following meanings, unless explicitly stated otherwise.

- ChorusOnline: ChorusOnline, based at Wilhelminastraat 53, 6285AT Epen. Chamber of Commerce registration no. 24428257, VAT number 155841907, [www.choronline.com](http://www.choronline.com), [info@choronline.com](mailto:info@choronline.com); the party using the general terms and conditions, hereinafter referred to as 'the Seller'.  
- Consumer: a choir/a capella group being a group of singers (with or without instrumental accompaniment) that rehearses on a regular basis at a fixed time and fixed location in more or less the same formation; the other party in the agreement.

- Agreement: the sale agreement, related to a product offered by the Seller, concluded by the Seller and the Consumer.

- Product: an item offered by the Seller.

- Web shop: an online store linked with the domain [www.choronline.com](http://www.choronline.com).

- In writing/written: by letter or by e-mail.

1.2. These general terms and conditions apply to all sales transactions. The applicability of any deviations from them and/or any conditions of purchase or other terms and conditions stipulated by the Consumer is explicitly excluded in advance.

1.3. All offers are without obligation.

1.4. The Seller reserves the right at all times to amend these general terms and conditions without prior notice.

1.5. If at any time one or more provisions of these general terms and conditions is/are fully or partially null and void or annulled, the remaining provisions of these general terms and conditions will continue to apply in full. The Consumer and the Seller will in that case consult each other in order to agree new provisions to replace the null and void or annulled provisions, respecting the purpose and substance of the original provisions insofar as is possible.

1.6. Where there is any ambiguity concerning the interpretation of one or more provisions of these general terms and conditions, interpretation will take place 'according to the spirit' of the provision(s).

1.7. If a situation not provided for in these general terms and conditions arises between the parties, the situation shall be assessed 'according to the spirit' of these general terms and conditions.

1.8. If the Seller does not always require strict compliance with these terms and conditions, this will not mean that the provisions are not applicable or that the Seller to any extent loses the right to require strict compliance with the provisions of these terms and conditions in other cases.

### **Article 2. Prices, Orders, Quotes and Agreements**

2.1. Price quotes are given based on the applicable prices and current circumstances at the time of the purchase or order.

2.2. All web shop prices are inclusive of turnover tax and other government levies.

2.3. All web shop prices are stated in euros (EUR), unless explicitly specified otherwise.

2.4. The agreement between the Seller and the Consumer is formed at the moment that the Consumer has placed the order through the Seller's web shop by fully and correctly filling in the appropriate order form.

2.5. The Consumer acknowledges that a valid agreement is formed through electronic communication channels. The digital files arising from such communications shall be valid as evidence.

2.6. After the Seller receives payment from the Consumer, the Consumer will receive the digital files immediately.

2.7. The Seller cannot be bound by its offers or quotes if the Consumer can reasonably understand that the offers or quotes or any part thereof contain(s) a manifest mistake or clerical error.

2.8. All numbers, specifications and/or other indications given by the Seller in relation to the products are provided with due care. However, no responsibility is accepted for printing and/or typesetting errors.

2.9. If the agreement is amended or supplemented, the Seller will be entitled to refrain from performing the amended agreement until approval has been given by the authorised person on the part of the Seller and the Consumer has approved the price quoted and other terms and conditions specified for performance, including the time at which the agreement will be performed. Failure to perform the amended agreement or to perform it immediately will not constitute breach of contract by the Seller and will not justify termination of the agreement by the Consumer.

2.10. The Seller may refuse a request for the amendment of the agreement without thereby defaulting if the requested amendment would have quantitative and/or qualitative consequences, for instance with regard to the work to be performed or the goods to be supplied.

### **Article 3. Suspension and Dissolution**

3.1. The Seller will be entitled to suspend its compliance with obligations or to dissolve the agreement at once and with immediate effect:

- if the Consumer fails to fulfil his/her obligations under the agreement or fails to fulfil them fully or on time;

- if after the agreement has been concluded the Seller becomes aware of circumstances on the basis of which it has good grounds to fear that the Consumer will not fulfil his/her obligations;

- if, given the delay on the part of the Consumer, the Seller can no longer be expected to comply with the agreement. The Seller will then be entitled to dissolve the agreement;

- if circumstances arise of such a nature that compliance with the agreement is impossible or the Seller cannot reasonably be expected to adhere to the agreement without any changes.

3.2. If the dissolution is attributable to the Consumer, the Seller will be entitled to compensation of the losses, including costs, which arise directly and indirectly as a result.

3.3. If the agreement is dissolved, any amounts owed to the Seller by the Consumer will become payable immediately. The Consumer will retain his/her rights under the law and the agreement in the event of suspending compliance with his/her obligations.

3.4. If the Seller dissolves the agreement or suspends performance on the grounds specified in this article, it will not have any obligation to provide any reimbursement or any compensation for losses and costs that arise in any way whatsoever as a result, while the Consumer will be obliged to provide compensation or reimbursement for breach of contract.

### **Article 4. Payment**

4.1. Payment will be made by the sum being credited to ING account number NL95 INGB 0004280375, held in the name of Chorus Online in Epen, directly after the order form has been filled in.

4.2. Payment can only be made through the web shop

4.3. A consumer who has paid by means of a one-off direct debit can cancel the direct debit and have the payment refunded as long as the digital files have not yet been sent.

4.4. If the Consumer fails to make payment after filling in the order form, he/she will automatically be in default by operation of law without any demand and/or notice of default being necessary. In that case the Seller will not be obliged to make any further deliveries and will be entitled to demand that the agreement be dissolved. Furthermore, all claims against the Consumer on any basis whatsoever will become immediately payable. In that case the Seller will be entitled to charge all costs arising from the Consumer's actions, including judicial or extrajudicial collection costs, to the Consumer.

### **Article 5. Consumer's Personal Data**

5.1. The Seller will process and incorporate the Consumer's personal data in one or more files. These files will only be available for use by the Seller. The Consumer's personal data will be processed with the aim of enabling the Seller to comply with the agreement concluded with the Consumer and to provide the Consumer with personalised offers and news. The Consumer's data will not be passed on to third parties.

5.2. The personal data processed by the Seller will be all the data entered by the Consumer into the order form in the Seller's web shop.

5.3. The Consumer can notify the Seller in writing if he/she does not wish to receive personalised offers or news from the Seller. The Consumer will not then receive any mailings or other forms of news or advertising.

#### **Article 6. Retention of Title and Risk**

6.1. The Seller will remain owner of the ordered file(s) until the agreed price has been paid in full.

6.2. For the purposes of the retention of title, all files arising from one and the same order will be treated as a single file.

6.3. The supplied files are intended solely for the use of the Consumer. Usage by similar consumers within one and the same umbrella organisation is expressly excluded.

6.4. The Consumer will only obtain rights of use, never the copyright. The Consumer is therefore not permitted to make changes to the supplied files.

6.5. The Consumer is only entitled to print the supplied files. The copying of print-outs is not permitted unless the Consumer has received explicit written permission from the copyright holder in question.

6.6. The number of print-outs of the files in circulation must not exceed the number of users specified in the order. The number of specified users will be stated in the invoice and the digital files and will be recorded in the Seller's administrative records.

6.7. The name of the Consumer and the number of users will always be incorporated in the watermark in the digital files. The files will also contain the warning: 'original, do not copy'. Tangible versions that do not include these features will be regarded as copies and therefore as illegal, unless the Consumer has received explicit written permission from the copyright holder in question.

6.8. Files supplied by the Seller, which, pursuant to Article 6.1, are covered by the retention of title, may not be resold and may never be made available to third parties. This also applies to print-outs of the files. The Consumer is not entitled to pledge or otherwise encumber goods covered by the retention of title.

6.9. The Consumer shall always do all that which can be reasonably expected of him/her to secure the Seller's property rights.

6.10. The Consumer is obliged to inform the Seller immediately if third parties attach goods supplied under retention of title or wish to establish or enforce rights in respect of such goods.

6.11. The risk of loss, damage or reduction in value will transfer to the Consumer at the moment that goods come under the control of the Consumer.

6.12. The Seller retains the rights and entitlements accruing to it under the Copyright Act (*Auteurswet*) and other laws and regulations on intellectual property.

6.13. The Seller is explicitly indemnified against any claims resulting from improper use by the Consumer. Any losses arising as a result of such actions will be entirely for the account and risk of the Consumer.

#### **Article 7. Dispatch and Delivery**

7.1. The Seller will determine the way in which products are delivered, unless agreed otherwise in writing.

7.2. The Consumer must accept the purchased products at the time when they are made available to or handed over to him/her.

7.3. The products will be sent digitally. The Seller is not responsible for the correct receipt of the files.

7.4. The Seller is at all times entitled to split orders into parts, to be delivered separately. The Seller may, if agreed, suspend the implementation thereof until the Consumer has given written approval for the previous part of the order.

7.5. Any period specified by the Seller for delivery will be of an indicative nature only. However, the ultimate delivery period will never exceed the indicated delivery period by more than fourteen (14) days, unless indicated otherwise or in situations of force majeure. In the event of the period being exceeded, the Consumer is required to give the Seller written notice of default. The Consumer is entitled to decide not to go ahead with the purchase.

7.6. If the Seller proves unable to supply a product, the agreed product price will be credited to the Consumer.

7.7. If the Consumer defaults on the repayment of any debt to the Seller, whatever the basis for that debt might be, the Seller will be entitled to suspend the execution of an order/new order until payment has been made and/or to refuse any further deliveries and/or to amend the terms and conditions.

7.8. The Seller will be deemed to have complied with its delivery obligation by sending the files digitally to the address specified by the consumer. The Consumer is expected to have provided the correct details. The Consumer will bear the risk if those details prove to be incorrect.

7.9. Given the nature of the product offered by ChorusOnline (i.e. distance selling of electronic files) the downloaded files cannot be returned to the Seller after being purchased by the Consumer and the purchase price of a download can never be refunded, notwithstanding the provisions of Article 7 of these general terms and conditions.

#### **Article 8. Force Majeure**

8.1. In the event of force majeure, the Seller will be entitled to extend the delivery period or to cancel the agreement insofar it has not yet been executed without judicial intervention being required and without the Seller being obliged to compensate costs and/or losses for the duration of the period of force majeure.

8.2. If the period of force majeure exceeds one (1) month, the Consumer will be entitled to dissolve the agreement fully or

partially by means of a written declaration insofar as justified by the force majeure.

8.3. If possible the Seller will notify the Consumer as quickly as possible of any force majeure situation or of any danger of such a situation arising.

8.4. Force majeure will include but not be limited to the following: war, disturbances, mobilisation, riots, epidemics, floods, fire, strikes, breakdowns at ChorusOnline or its suppliers, government measures, substantial changes in exchange rates and unforeseen circumstances in the broadest sense.

#### **Article 9. Examination and Advertising**

9.1. The Consumer is obliged to check or make arrangements for the checking of the quality and quantity of the supplied products at the moment of delivery/hand-over and otherwise within no more than seven (7) days thereafter.

9.2. Any deficiencies shall be reported to the Seller in writing as quickly as possible and within no more than seven (7) days after delivery. The report shall include as detailed a description of the defect as is possible so that the Seller is able to respond appropriately. The Consumer must give the Seller the opportunity to investigate any complaints.

9.3. The Seller guarantees that the supplied products will comply with the normal requirements and standards applicable to the products. The Seller is not responsible for damage during or after dispatch.

9.4. If a defect is reported later, the Consumer will no longer be entitled to any repair, replacement or reimbursement unless a longer period is appropriate given the nature of the item or the other circumstances of the case.

9.5. If it has been established that an item is defective and a complaint has been lodged on time, the Seller will repair the defective item within a reasonable period after the report.

9.6. If it is established that a complaint is unfounded, the full costs incurred by the Seller as a result of the complaint, including the investigation costs, will be for the account of the Consumer.

9.7. Any defects in a portion of the supplied products will not entitle the Consumer to refuse or reject the entire order or to dissolve the entire agreement or to any form of compensation.

#### **Article 10. Disputes**

10.1. Dutch law shall apply exclusively to all legal relationships to which the Seller is party, even if an obligation is fulfilled partly or entirely abroad or if the party involved in the legal relationship is domiciled in another country. The applicability of the Vienna Sales Convention is excluded.

10.2. The parties will not involve the courts until they have made their best efforts to resolve a dispute by agreement.

**Article 11. Filing of these Terms and Conditions/Amendments**

11.1. These terms and conditions were filed with the Chamber of Commerce on 27-09-2017 under file number 24428257.

11.2. The version filed most recently or the version which applied at the time that the legal relationship with the Seller was established shall be applicable.

11.3. The Dutch-language version of the general terms and conditions shall always be decisive in matters of interpretation.