

TERMS & CONDITIONS

Please read these terms and conditions ("Agreement") carefully: they govern your use of the website www.sunfire-music.com, and/or collaborating partners' and associated webshops ("Website"). The terms and conditions apply to any purchases made by you, and any sale made by us, of the items described on this Website. If you do not wish to be bound by this Agreement, you must not use the Website or order any items from us.

1. DEFINITIONS

1.1 In this Agreement, "Sunfire studios", "we", "our" and "us" means Sunfire Studios (KvK company number 60759070, Den Haag), whose principal office is at The Hague, The Netherlands, "User" and "you" means any user of the Website including any User who makes a purchase through the Website (a "Buyer").

2. AGREEMENT

2.1 Buyers must be over 18 years old or have full legal capacity.

2.2 We reserve the right to modify this Agreement. The Agreement will be in force at the time an order is accepted, it will govern any particular order. In the event that we make any amendment to this Agreement which is materially detrimental to you, we will ensure that the amendment does not become effective for at least one month after the change is made.

2.3 We will keep a record of this Agreement and dates of any changes made and we recommend that you print and keep a copy of this Agreement.

3. PLACING AN ORDER

3.1 To place an order, you should select the required item(s) and add to your basket by clicking on the 'Add to cart' link. You can review the selected item(s) at any time by clicking on the 'Basket' link. Once you have completed your shopping, please click on the 'Place order' link.

3.2 You must confirm your delivery address to access the purchase order, which contains a summary of the information related to the item(s) ordered, quantity, price, total and your other details along with the delivery address. It is your responsibility to notify us if any of the information is incorrect. Giving false information may result in the rejection of the order.

3.3 Each order constitutes a separate transaction and we are not able to consolidate separate transactions into a single order or delivery. If you would like to order multiple items for delivery at the same time, you must ensure that all of these appear on the same order before you confirm your order.

3.4 Your placing of an order is an offer by you to purchase an item and is subject to acceptance by us. Orders shall be accepted at our sole discretion but are normally accepted if the item(s) is/are available, the order reflects current pricing, you are based in a country to which we are currently able to sell/deliver and your credit/debit card is authorised for the transaction.

3.5 In the event that an item is out of stock, you will be informed as soon as practically possible once we are made aware by our suppliers. The order relating to the unavailable item will be cancelled and a full refund will be made including any delivery charges. Whenever your order may consist of multiple items, the items in-stock will remain valid for your order.

4. PRICING AND PAYMENT

4.1 All items are priced in euro's (EUR) and are exclusive of: (i) delivery charges which will be indicated to you during the ordering process and (ii) any customs and import charges applicable to your delivery address.

4.2 We reserve the right to modify our prices at any time but any change in price will be communicated to you prior to delivery of the items.

4.3 We accept a variety of payment options: iDEAL / Paypal. All payments will be handled on secure and safe websites.

4.4 In the event that payment cannot be made in accordance with section 5.3, the order will not be processed and will automatically be cancelled.

5. ACCEPTANCE OF YOUR ORDER

5.1 Your offer to purchase an item is accepted by us and a contract of sale between us is formed only on the later of: (a) the receipt by us of cleared funds from you in full payment for the item(s) (including any applicable taxes and delivery costs); and (b) our written confirmation of your order (whether by a dispatch confirmation email or otherwise).

5.2 Once the payment has been accepted, the order cannot be amended.

5.3 We will confirm receipt of your order to the email address you provide at the time of registration. It is recommended that you retain the email or print out the confirmation of the order.

6. DELIVERY, RISK AND OWNERSHIP

6.1 All items will be delivered to the address specified in your order. However, there are some countries to which we are unable to deliver, please check the Website for a list of those countries as showed in the shopping process.

6.2 All items will be delivered to the address specified in your order.

6.3 Following the shipment of the order from us, you will receive an e-mail specifying the tracking number for your parcel which you can use to track the parcel on the website of our designated courier. The parcel will usually be delivered to you within 2-14 working days after receiving the e-mail containing the tracking number, depending on country codes and international shipping legislations. Whenever shipments may require a longer delivery time, we will send you an e-mail notice as soon as we start the shipment process.

6.4 International Buyers – Import duties, taxes, and charges are not included in the item price or shipping cost. These charges are the buyer's responsibility.

6.5 All risk in the items you order (including risk of loss and/or damage to the items) shall pass to you when they are delivered to the delivery address specified in your order.

6.6 You will only own the items once they have been successfully delivered and when we have received cleared payment for them in full. Until that time we will retain title to the items.

7. FAILED DELIVERY

7.1 If you are not present at the time of delivery, a delivery note will be left inviting you to contact the courier directly in order to arrange re-delivery at a convenient time. If you are not in when a second delivery attempt is made, another note will be left asking you to call to arrange a convenient time for delivery. If you are not in when a third attempt is made, the parcel will be returned to the courier's warehouse and you will be contacted. We will refund you for the value of the items ordered but not for the delivery charge.

7.2 If after 20 working days following notification of the tracking number, you have not received the parcel or a delivery note, you must contact us by using our contact form on our Website. If the parcel is found, it will be sent to you immediately. In the event that the parcel has been lost, we will refund the total amount of the order including delivery costs. Only applies to shipments with track and trace within the Netherlands.

8. FAULTY OR INCORRECTLY DELIVERED ITEMS

8.1 We take care when dispatching orders but we recommend that when you receive your order, you carefully check the item(s) received. Any problem with the order should be notified to our Customer Service team as soon as possible.

8.2 You must return any incorrectly delivered or faulty item(s) to us as soon as possible, and at the latest within 20 days of receipt of the item, and we will refund the cost of you doing so.

8.3 We will provide a full refund including delivery costs for a faulty or missing item or, where requested by you, we can send a replacement item subject to availability.

9. CANCELLATION AND RETURNS POLICY

9.1 If you purchase an item from us then, subject to section 10.3, you have the right to cancel your order within 8 working days of receiving the item. To do so, you must notify our Customer Services team using our contact form within those 8 working days. You will then be entitled to a refund from Sunfire studios which will be paid as soon as possible, but in any event within 30 days.

9.2 If you cancel your order with us, you must return any items to us immediately, in the same condition in which you received them, at your own cost. If you return any items, we will not be responsible for any loss or damage to them in transit and we reserve the right to charge you for any such loss or damage.

9.3 If the items were made to your specifications, or are clearly personalised, you will not have the right to cancel your order under section.

9.4 If you are not satisfied with your purchase, simply complete the form contained in your parcel and return the item, along with the completed form, to us within eight days of receiving your parcel (except where you are returning it because it is incorrectly delivered, or faulty, in which case see section 9).

9.5 You must return the item(s) in the same condition in which you received them, with their original packaging. You are asked to take reasonable care with the items and in the case of an item with a hygiene seal, you are required not to remove the seal when examining the item.

9.6 Any return carried out (other than for faulty items or items delivered incorrectly by us) will be at your own expense.

9.7 A full refund excluding delivery costs will be processed within fifteen days of us receiving the returned items.

9.8 We advise you to return items by recorded delivery or by any other means that shows proof of the return.

10. ACCESS TO THE WEBSITE AND CONTENT

10.1 We are continually reviewing the items available on the Website, so specifications or design changes may be made at any time. We shall use reasonable commercial endeavours to keep the Website up to date but information and specifications given are for your information only and are subject to change without notice.

10.2 We try to ensure that pictures of the items on the Website are as accurate as possible, but there are technical limitations and slight variations in colour and texture between the pictures and the items themselves must be expected.

10.3 We will endeavour to allow uninterrupted access to the Website, but access may be suspended, restricted or terminated at any time.

10.4 The Website may include links to other websites or material, which are beyond our control. We are not responsible for access to and content on the Internet, or any site other than the Website.

10.5 If we reasonably believe that you have acted inconsistently with this Agreement through your use of the Website, we may take all or any of the following actions: (a) immediate, suspension (temporary) or termination (permanent) withdrawal of your right to use the Website, without notice to you; (b) issue a warning to you; (c) disclose such information to law enforcement authorities as we reasonably feel is necessary; (d) commence legal proceedings against you for reimbursement of all costs resulting from your act; (e) commence further legal action against you; or (f) take any other action we reasonably deem appropriate.

11. LIABILITY

11.1 We will use reasonable skill and care in fulfilling any order for an item placed by you which is accepted by us. We warrant that the items shall meet their specification and shall be free from defects in materials and workmanship at the time of delivery. However, we exclude all other representations, warranties, conditions, and terms with regard to the Website and our products whether express or implied by statute, common law or otherwise, to the fullest extent permitted by law

11.2 We will take all reasonable care to keep your order secure, but in the absence of our sole negligence we cannot be held liable for any loss you may suffer if a third party obtains unauthorised access to any data (including credit and account details) you provide when accessing or ordering from the Website

11.3 We shall not be liable to you or in breach of this Agreement for delay or failure to perform if the delay or failure is due to a cause beyond our reasonable control ("Event"). We will contact you within five days of any relevant Event in order to discuss possible alternatives for the performance of the Agreement. If the Event lasts for more than thirty days, your order will be deemed to be cancelled and you will receive a full refund.

11.4 We shall not be liable to you in connection with this Agreement in contract, tort (including negligence) or otherwise for any loss arising out of any Event (as defined in section 12.3) or any internet, network or virus problem, or for any loss of profit, revenue, anticipated savings or data (in each case whether direct or indirect), or for any indirect loss.

11.5 Our aggregate liability to you in connection with this Agreement whether in contract, tort (including negligence) or otherwise shall not exceed the value of the items ordered by you.

11.6 Notwithstanding anything else in this Agreement, we accept unlimited liability in respect of death or personal injury caused by our negligence and in respect of any other liability which cannot be excluded by law.

12. STATUTORY RIGHTS

This Agreement does not affect your statutory rights as a consumer.

12.1 E-mails to you shall be sent to the address you specify to us. It is important that you give us an accurate and valid e-mail address and notify us of any changes to it.

12.2 In the event of a forgotten password you can obtain a new one by clicking on the link 'Forgotten your password'. A new password will be sent to you by e-mail.

12.3 Our aggregate liability to you in connection with this agreement shall not exceed the value of the items ordered by you.

12.4 Notwithstanding anything else in these terms and conditions, we accept unlimited liability in respect of death or personal injury caused by our negligence.

13. VERIFICATION PROCEDURE

13.1 In exceptional circumstances, we reserve the right to use a verification procedure to prevent fraudulent use of the Website. If required, you will be requested to send us (by fax or email) a copy of your ID (e.g. passport) as well as proof of your address for the past 3 months. The order will only be dispatched after we have received and verified these documents.

13.2 We reserve the right to cancel an order and carry out a refund in the event of not receiving the documents or non-conformity of the documents.

13.3 We reserve the right to define the circumstances in which this additional verification will be required.

14. PROHIBITED USES

14.1 You may use the Website for lawful purposes only. You have sole responsibility for any content or data which you upload, post, email or otherwise transmit using the Website. You may not use the Website in any way which we reasonably consider to be abusive or inappropriate.

14.2 You must not attempt to interfere with the proper working of the Website and, in particular, you must not attempt to circumvent security, hack into or otherwise disrupt any part of the Website, or knowingly transmit any data, or send or upload any material that contains viruses or any other harmful programs.

14.3 You must not use the Website to transmit, download, upload, view or otherwise use any material which is defamatory or libellous; obscene, offensive, hateful or inflammatory; contains sexually explicit material; promotes violence; promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; infringes any copyright, trade mark or other intellectual property right of any person; is threatening, abusive or invades any person's privacy; is likely to harass, upset or alarm any other person; is used to impersonate any person, or to misrepresent your identity or affiliation with any person; gives the impression that they emanate from us, if that is not the case; or advocates, promotes or assists any unlawful act such as (without limitation) copyright infringement or computer misuse.

15. INTELLECTUAL PROPERTY

15.1 All intellectual property rights (including without limitation copyright) in the material contained in the Website (including without limitation all photographs, videos, audio, and all other content on the Website), together with the website design, text, and graphics and their selection and arrangement and all software compilations, underlying source code and software (including applets) belongs to us, our licensors or the providers of such information. All rights in Sunfire studios TM are owned by us. All rights are reserved. None of this material may be reproduced or redistributed without our written permission.

15.2 You may retrieve and display the content of the Website on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) and print one copy of such content for your own personal, non-commercial use, provided you keep intact all copyright and proprietary notices.

15.3 You may not reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Website without written permission from us (except as set out in section 16.2).

16. PRIVACY

16.1 Personal data submitted by you to us (for example, in the registration or ordering process) is subject to our Privacy Policy. For more information, please see our Privacy Policy.

17. COMPLAINTS PROCEDURE

17.1 We want you to be satisfied with the service we provide, but if you have a complaint about any aspect of our service, please let us know and we will try to resolve your complaint quickly and efficiently. You can contact our Customer Support team , using our contact page at our webshop.

18. CUSTOMER SERVICE

18.1 If you would like to contact our Customer Service team for any reason, please contact us , using our contact page at our webshop.

19. GENERAL

19.1 If any provision of this Agreement is held to be unlawful, invalid or unenforceable, that provision shall be deemed severed and the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

19.2 You may not assign, sub-license, or otherwise transfer any of your rights under this Agreement.

19.3 You can inform us at any time if you no longer require marketing communications to be sent by emailing us please contact us , using our contact page at our webshop.

19.4 A person who is not a party to this Agreement shall have no right under the the Dutch Trade Law to enforce any term of this Agreement.

20. GOVERNING LAW

20.1 This Agreement (and any non-contractual disputes arising under it) shall be governed by and construed in accordance with Dutch law. Any disputes shall be subject to the exclusive jurisdiction of the Dutch courts, to which both parties submit.