

TERMS AND CONDITIONS FOR PROFESSIONALS

The site percustudio.com, hereinafter referred to as the Site, is owned by the company Percustudio - Representation and Manufacture of Musical Instruments, Unipessoal Lda. based in R. Luis Gomes de Almeida, No. 62, Vila Nova de Gaia.

The company, hereinafter referred to as Percustudio or us or us, may be contacted from Monday to Friday between 9 am and 6 pm by telephone (+351) 919 994 106 or by email percustudio@percustudio.com.

This document describes the general terms and conditions of distance buying and selling, as well as any relationship (commercial or legal), formalized through the site, between Percustudio and any private person, natural or legal, acting by its name or by your account as part of your business, industrial, craft or professional activity (hereinafter referred to as Customer, User or Professional).

Ordering products or goods on our Site requires acceptance of these Terms and Conditions. Prior to confirming the order, Customer must read this document and declare that it understands and accepts it by placing a check in the I declare that I have read, understand and accept the terms and conditions.

Percustudio reserves the right to change these terms and conditions at any time. The terms and conditions are effective as of the time they are posted on the Site.

1. Scope of the Site

This site is exclusively for citizens residing in the European Union and is governed by the Portuguese Law in force at the time.

2. Site Language

The site is available in Portuguese and English.

3. Customer Responsibilities

You warrant that you have the legal capacity to enter into binding contracts and undertake to:

- (i) provide correct data and addresses;
- (ii) Do not use false identities;
- (iii) Respect the limits of orders imposed.
- (iv) Refrain from performing any acts that may violate the law, such as the reproduction, marketing, transmission or making available to the public of Site content without prior authorization, or any other unauthorized acts that have as their object the same contents.

4. Company Responsibilities

4.1. Percustudio does not guarantee that the Site will operate uninterruptedly, for example in situations of unpredictable overload of the systems on which it is supported, or force majeure (situations of an extraordinary or unpredictable nature outside of Percustudio and which cannot be controlled).

4.2. In the event of interruption of the provision of the Service, Percustudio undertakes to regularize its operation as soon as possible.

5. Prices

5.1. Product prices are in euros (€) and by default include VAT at the prevailing rate. However, the Customer has the possibility to view prices with and without VAT using a button in the upper right corner of the Site.

5.2. The prices shown on the products do not include shipping costs, which are indicated to the User in the "Shopping Cart" (<https://percustudio.com/carrinho/>), before ordering. Shipping costs vary depending on the value of the order, its weight and dimensions, and the destination.

5.3. All pricing, product, specification, promotional action and service information may be changed at any time by Percustudio, not affecting previously confirmed orders.

5.4. In the event of an obvious technological, technical, manual or other error which causes a substantial change in the selling price to the public in such a way that it becomes manifestly exorbitant or manifestly derisory, the order will be considered invalid and canceled and the Customer notified of the event.

6. Promotions

Promotional campaigns are limited to existing stock.

7. Registration

7.1. The Customer can only finalize the order being registered in the site. If you already have a user account, you should identify yourself by entering your email address and password.

7.2. Professional (Client) data registered on the Site are processed as necessary for the conclusion of the contract, the provision of the service, the facilitation and confirmation of purchase, the management of the system where the data is stored and consultable, the control of information security. and compliance with legal requirements. They will never be used for purposes not authorized by the data subject. This data may be changed by the user in the personal area at any time. For more information on this, see the <https://percustudio.com/privacy-politics> page.

8. Order Confirmation

8.1. Percustudio provides the Customer with the appropriate and effective technical means to identify and correct data completion errors (name, TIN, billing address, delivery address, payment and delivery details, and contact details) prior to order completion. .

8.2. Upon completion of the order on the Site by the consumer, he will receive an email notifying him of the receipt of the order by Percustudio. Confirmation of receipt of the order is merely a communication that the order has been successfully received. This is at an earlier time and distinct from the confirmation of the order (also known as confirmation of order acceptance), which in turn is dependent. good collection and the availability of the articles concerned for delivery in the period to which Percustudio has previously committed.

8.3. Orders are always subject to acceptance and confirmation by email from Percustudio within a maximum of three days, which expressly excludes any order confirmation resulting from computer or programming error. The agreement between the Client and Percustudio is formalized by sending the order acceptance confirmation.

8.4. Percustudio may terminate the agreement upon order confirmation if it detects that the Customer has not complied with any of the Terms set forth in this document, for example if it detects that it is not a citizen of the European Union.

9. Property reservation

The products remain the property of Percustudio until it has received full payment of the outstanding amount.

10. Payment

10.1. Percustudio makes the following payment methods available on its website:

- Bank transfer to the account with IBAN PT50 0010 0000 4819 8050 0018 3 and SWIFT BBPIPTPL;
- ATM reference;
- Paypal;
- Charge / refund shipping (only available for mainland Portugal and islands, for a € 7 service charge)

10.2. If the professional decides to visit the showroom at Percustudio headquarters and make his purchase there in person, payment by cash or by check of the order of Percustudio Unipessoal, Lda is accepted.

10.3. The order will be processed as soon as Percustudio receives full payment. The invoice will be sent with the order.

10.4. If the product or products ordered are no longer available, Percustudio will notify the user as soon as possible. Notwithstanding the unequivocal right of the customer to receive the return of the amount paid as soon as possible and within 14 (fourteen) days at the most, Percustudio may suggest similar products in nature and quality, however, with interest from the Customer in purchasing them, they must place a new order.

11. Order Shipping

11.1. Shipping costs are calculated and reported to the User in the "Shopping Cart" (<https://percustudio.com/carrinho/>), prior to checkout.

11.2. Shipping costs vary depending on the value of the order, its weight and dimensions, and the destination.

11.3. No shipments outside the European Union.

11.4. If any item is damaged or missing in the Customer's order, the Customer must notify Percustudio by email percustudio@percustudio.com or in person at the company's headquarters (in this case, advance booking is advisable). Percustudio will best resolve the issue at hand by refunding the customer or replacing or repairing the product. Please note that failure to report shipping damage or any other delivery problem does not invalidate the product warranty.

12. Deadline

12.1. Delivery time starts on the day Percustudio receives payment for the order.

12.2. When items are available in stock, orders will be shipped, after being charged, up to 3 business days to mainland Portugal and 5 business days to other locations. Out of stock items may have to be ordered by the company from its suppliers, so the delivery time may be up to 30 days.

12.3. Percustudio declines any responsibility for any delay or inability to deliver due to error or insufficiency of the data communicated by the Customer, despite trying by all means to prevent this from happening, for example, allowing data to be altered in the personal area or direct contact by various means.

13. Handling complaints

13.1. To file a complaint, the Customer must report the situation using one of the following contact ways:

- Email - percustudio@percustudio.com
- Phone - (+351) 919 994 106
- Contact person at company headquarters in R. Luis Gomes de Almeida, No. 62, Vila Nova de Gaia (in this case, advance booking is advisable)

14. Guarantees

14.1. Unless clearly and in writing provided by the Company to the contrary, the goods - whether