

TERMS AND CONDITIONS

CONSUMER

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 website, between **Percustudio** and any person of legal age acting for purposes that do not fall within the scope of commercial, industrial, craft or professional activity (hereinafter referred to as **Client, Consumer or User**).

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. Consumer Responsibilities

The user undertakes to:

- (i) Provide correct personal data and addresses;
- (ii) Do not use false identities;
- (iii) iRespect 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 consumer 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 on the site. If you are already a registered user, you must identify yourself by entering your email address and password.

7.2. Personal data registered on the Site are treated 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 impositions. 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 user with the appropriate and effective technical means to identify and correct data completion errors (name, tax ID, 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 working 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;
- Charged / for reimbursement for a € 7 service charge (not available for mainland Portugal and islands).

10.2. If the consumer decides to visit the showroom at Percustudio's headquarters and make their purchase there in person, payment by cash or by check by 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 business 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 make a complaint, the Consumer 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)

13.2 You have two months to notify Percustudio of a defect as of the date you detected it.

14. Returns / Right of withdrawal

14.1. All items can be exchanged or returned within the first 14 days after receipt of the order, except for exceptions determined by article 17 of Decree-Law No. 24/2014.

14.2. In order to exercise the right of withdrawal, the Customer must inform Percustudio of its decision by means of an unambiguous statement (eg letter sent by post or e-mail). You can fill out the free resolution form available [here](#) or not.

14.3. In the event of resolution, provided that the item is delivered in perfect condition, with full original packaging, accompanied by its invoice, the Customer will be reimbursed the value of the item in question and delivery costs (except for the extra costs resulting from the choice of an item). more expensive shipping method than the most used and least costly shipping method provided by the company).

14.4. Percustudio will refund the customer no later than 14 days from the date they receive the goods back or proof of shipment (whichever comes first).

14.5. The Customer must return the goods within 14 days from the date he communicated his decision to Percustudio.

14.6. Returns can be made at Percustudio's premises or by post, and the company does not bear the costs associated with a different and more costly delivery method than the commonly accepted and less costly mode.

14.7. Bulky goods (such as large instruments) that have been delivered directly by the company to the buyer will be collected by Percustudio within 14 days at its own expense. In this case, the refund will be made no later than 14 days from the date the company is informed of the Customer's decision to return the goods and terminate the contract.

15. Guarantees

15.1. All products are covered by a consumer warranty, subject to the terms and conditions set by law, for a minimum of two years from the date of delivery. Some manufacturers of products sold by Percustudio may grant extended warranties, which is properly stated in the product announcements. You may not claim any additional warranty beyond that to which you are entitled by law and, where applicable, those provided by the manufacturers and / or suppliers of the products.

15.2. During the warranty period, in the event of a defect detected or when the product does not look or function as advertised, Percustudio undertakes to repair or replace it free of charge or, as a last resort, offer a refund. total.

15.3. If a good fails in the first six months from the date the Customer received it, it is assumed that the problem existed when it received it, unless the company can prove otherwise. In this circumstance, the customer is entitled to free repair or replacement of the property or, if this is too difficult or expensive, he may be offered a price reduction or a refund of the money.

15.4. If the property malfunctions within the first six months, the Customer is still entitled to a free repair or replacement or, alternatively, to a price reduction or refund of money. However, you may have to prove that the problem existed when you received the item.

15.5. Warranty does not cover products that are either defective due to abnormal wear, improper installation, weathering, electrical discharge, neglect or accident, mishandling, moisture / liquid infiltration, use of non-original accessories and technical intervention by unauthorized personnel.

15.6. In order for the product to be repaired or exchanged or for payment to be refunded, the Customer must present the invoice and / or the warranty certificate and ensure that the product is complete, containing all components that constitute it. excellent condition.

15.7. The Customer must allow inspection of the product by transporting it to or by mailing it to Percustudio's premises or, alternatively, allowing a company officer to travel to the location where the product is located. The costs of travel of the responsible person

of the company, transportation of the product and its repair or refund will be borne by the company, unless the warranty claim is invalid, in which case these costs must be covered by the Customer.

16. Alternative Dispute Resolution

In the event of a dispute the consumer may have recourse to the following alternative dispute resolution entity:

Porto Information and Arbitration Center (CICAP)
Arbitral Tribunal of Consumption

Damião de Góis Street, 31, Store 6
4050-225, Porto

Phone: +351 22 550 83 49 / +351 22 502 97 91
Fax +351 22 502 61 09

Email: cicap@cicap.pt
<http://www.cicap.pt/>

ATTACHMENT

INFORMATION

Right of free resolution

The consumer has the right to free termination of contract within 14 calendar days without giving any reason.

The period for exercising the right of withdrawal shall expire 14 days from the day following:

- (i) in which it acquires or a third party appointed by it, other than the carrier, acquires physical possession of the goods in the event of purchase of a single article; or
- (ii) in which it acquires or a third party appointed by it, other than the carrier, acquires physical possession of the latter if it has ordered several items in a single order and the items are delivered separately; or
- (iii) in which it acquires or a third party appointed by it, other than the carrier, acquires physical possession of the last lot or last part in the case of a contract for the supply of goods consisting of several lots or parts.

In order to exercise their right of withdrawal, the consumer must communicate to the company his decision to terminate the contract by means of an unambiguous statement (eg letter sent by post or e-mail). You can use the resolution form template, but this is not required.

In order to comply with the period of freedom of termination, it is sufficient that your communication on the exercise of the right of freedom to be sent before the expiry of the period of withdrawal.

In the event of a contract termination, you will be refunded all payments made, including delivery costs (except for additional costs resulting from your choice of a shipping mode other than the less costly normal shipping mode offered by the company) without undue delay and in any event not later than 14 days from the date on which the company was informed of its decision to terminate this contract. Refunds are made using the same payment method that was used by the consumer in the initial transaction, unless expressly agreed otherwise; In any event, the consumer does not incur any costs as a consequence of such reimbursement.

The consumer must return the goods to the company without undue delay and not later than 14 days from the day on which he is informed of the free termination of the contract. The deadline is considered to be met if the goods are returned before the 14 day deadline.

The consumer will have to bear the cost of returning the goods, unless they are bulky goods (such as large instruments) that have been delivered directly by the company to the buyer. In this second scenario, the goods will be collected by the company within 14 days at their own expense.

The company may withhold the refund until it has received the returned goods, or until the consumer provides proof of shipment of the goods, whichever comes first.

MODEL

Free Resolution Form

(You must complete and return this form only if you wish to terminate the contract)

For PERCUSTUDIO - Representation and Manufacture of Musical Instruments, Unipessoal Lda:

By this notice that I am resolving the purchase contract for the following article (s)
_____, received on __ / __ / __

Name of consumer (s)

Consumer Address (es)

Signature of the consumer (s) (only if this form is notified on paper)
