

# TERMS & CONDITIONS

Fiddlr by Ms.McB is part of Ms.McB Creations

## **1 AGREEMENT AND CONFIRMATION**

- 1.1 These terms and conditions are applicable to the preparation, content and performance of all between the consumer (hereinafter: the customer) and Fiddlr by Ms.McB (hereinafter: Fiddlr) contracts.
- 1.2 Prices are exclusive VAT and other government levies. The rates do not automatically apply to future products and typos and mistakes are reserved. Prices do not include shipping.
- 1.3 Purchase must be confirmed in writing by the customer through the creation of a free online account. If the customer fails to do so, but it does assent to the Fiddlr start making the order, the price agreed is the price listed on the website.. Any subsequent oral agreements and stipulations only binds Fiddlr after these have been confirmed by Fiddlr specifically and in writing.
- 1.4 Fiddlr's products are unique. Therefore, there is no stock, after all, the stock is always 1 or 0. Fiddlr aims to keep stock's administration updated, but is not liable for any errors. This means that if a product turns out to be sold, the customer cannot claim the same product. Fiddlr will inform customer via email. The customer can choose between: a) direct refund of full purchase price, b) choose another product for the same amount to 10% above. This 10% will not be charged and serves as compensation for the not being up-to-date of our online inventory.

## **2 IMPLEMENTATION OF THE AGREEMENT**

- 2.1 Fiddlr endeavors to carefully execute the order and keeps the interests of the customer to the best of its ability. By means of automatically generated e-mail messages, the customer is kept informed of the progress of the order.
- 2.2 Fiddlr is obliged to do everything that is reasonably necessary or desirable to enable the timely and accurate delivery to the customer.
- 2.3 Delivery terms quoted by Fiddlr are approximations, unless otherwise agreed, Fiddlr cannot be hold accountable for delays. In case of exceeding specifically specified deadlines, the customer needs to send a written notice.
- 2.4 Unless otherwise agreed, the performance of tests, applying for licenses and assessing the instructions of the customer or compliance with statutory or quality not up to the task of Fiddlr.
- 2.5 Complaints must be communicated as soon as possible (in writing), but no later than ten working days after delivery. If customer fails to do so, customer will be deemed to have accepted the order.

## **3 INTELLECTUAL PROPERTY RIGHTS AND GENERAL PROPERTY RIGHTS**

- 3.1 Unless otherwise agreed, all rights of intellectual property including patents, design rights and copyrights are property of Fiddlr. If any of such rights can be acquired only by registration, only Fiddlr is authorized.
- 3.2 Unless the work is not suitable for that purpose, Fiddlr is always entitled to (have) its name mentioned, noted or listed. Also Fiddlr is always entitled to have its name or products removed.
- 3.3 Fiddlr's (pattern) downloads are under no circumstances, through any medium whatsoever, being resold, published, shared, duplicated or otherwise, without Fiddlr's prior specific written permission.

## **4 PAYMENT**

- 4.1 Payments must be made in advance.
- 4.2 If payment has not been received, Fiddlr reserves the right to cancel or suspend the order.

## **5 WARRANTIES AND DISCLAIMERS**

- 5.1 Fiddlr guarantees that the has been designed by or on behalf of him / her and that if there is copyright on the design alone, he / she is the author within the meaning of the Copyright Act and copyright owner of the work may have.

## **6 LIABILITY**

- 6.1 Fiddlr is not liable for:
  - a. errors or defects in the material that has been handed over by the customer.
  - b. misunderstandings, errors or omissions with respect to the implementation of the agreement if such misunderstandings or errors were caused by acts of the client, such as late delivery or nondelivery of complete, sound and clear information / materials.
  - c. defects in bids from suppliers, or excess of prices quoted by suppliers.

- f. errors or defects in the design or text / data if the client to establish or carry out a particular (e) model, prototype or sample has been omitted and the errors in such (e) model, prototype or test it would have been visible.
- 6.2 Fiddlr can only be held liable for direct attributable damage. Direct damage will include only:
- a. reasonable costs to assess the cause and extent of the damage, insofar as the determination relates to damage under these conditions;
  - b. any reasonable costs necessarily incurred to have the faulty performance of the contractor to the agreement;
  - c. reasonable costs incurred to prevent or mitigate damage, insofar as the client demonstrates that these costs have led to limitation of direct damage under these conditions. The contractor's liability for all other than for damage, such as indirect damage, including consequential damages, lost profits, mutilated or lost data or materials, or damage due to business interruption.
- 6.3 Except in case of intent or deliberate recklessness of Fiddlr - subordinates accordingly exception - the liability of Fiddlr for damages arising from an agreement or a against the customer wrongful act committed limited to the invoice amount that relates to the portion of the contract, less the involvement of costs incurred by the contractor third parties, provided that such amount shall not exceed € 45,000 and in any case always limited to the maximum amount that the insurance company may pay to the contractor.
- 6.4 Any and all liability will expire twelve months from the time the order has been delivered.

## 7 OTHER PROVISIONS

- 7.1 The parties are obliged to keep facts and circumstances that come to their knowledge in the context of the contract to the other party confidential. Third parties involved in the execution of the contract will be bound by this similar confidentiality.
- 7.2 Dutch law is applicable on the agreement between Fiddlr and the customer. The right to hear and decide any dispute between Fiddlr and the customer only applies in The Netherlands.
- 7.4 In general, packages will be shipped 2 working days after payment. Shipments are made by PostNL Standard (without tracking). Tracking can be applied at a cost (which will be passed on to the customer) at customer's specific request (via email or contact form). Fiddlr does not charge booking fees.
- 7.5 Your package will be dispatched at your own risk, but special care is taken to protect fragile objects.