

General Terms and Conditions

Rijswijk (ZH)
The Netherlands

info@donemus.nl

www.donemus.nl

ABN-Amro 62.57.19.913

KvK 56589697

IBAN: NL54ABNA0625719913

BIC: ABNANL2A

Article 1. Applicability

- 1.1 These General Terms and Conditions apply to all offers, orders and agreements of Donemus Publishing BV, hereinafter referred to as Donemus, excluding any other general terms and conditions.
- 1.2 By placing an order you accept the applicability of these General Terms and Conditions.
- 1.3 Derogation from the provisions of these General Terms and Conditions can only take place in writing, in which case the other provisions continue to have full effect.

Article 2. Offers/agreements

- 2.1 Pricing is without obligation and Donemus retains the right to adjust prices with due regard to the obligations in accordance with the Retail Price Maintenance (Books) Act.
- 2.2 An agreement only comes into effect after the acceptance by Donemus of your order. Donemus is entitled to refuse orders, or attach special conditions to the delivery. Donemus is also entitled to undo automatically processed orders if there are reasons for this.

Article 3. Prices and payments

- 3.1 The calculated prices for the offered products and services are in euros, including VAT and excluding handling costs and dispatch costs, any taxes and other duties, unless stated otherwise or agreed in writing.
- 3.2 Payment takes place by means of Paypal, iDEAL or Master- or Credit card.

Article 4. Delivery

- 4.1 Delivery by Donemus takes place speedily, but at least within thirty (30) days from the order, unless Donemus states otherwise. If delivery does not take place in time, then you will receive a message within 1 month from placing the order and you will have the right until the moment of delivery to terminate the agreement free of charge, by notifying Donemus thereof in writing. Exceeding of the delivery period does not give you the right to compensation.
- 4.2 Delivery takes place at the time at which the product is taken delivery of by you (or on your behalf). Downloadable products are considered to have been delivered at the time that you (or someone on your behalf) activate the download.
- 4.3 The delivery of downloadable products such as PDFs takes place through the internet in digital form. You receive a downloadable product by downloading it yourself. After the purchase you will have the right during a specified period to download the downloadable file one or more times.

Article 5. Ownership and loan for use

- 5.1 You must respect all ownership rights of Donemus. The moral rights of the delivered products are vested in the author and must be observed by you during the use of the products.
- 5.2 **Scores** delivered and printed by Donemus, or printed by third parties on the instructions of Donemus, become your property at the delivery.
- 5.3 **Parts** delivered and printed by Donemus, or printed by third parties on the instructions of Donemus, belonging to works with a composition of 7 instruments or less, or in the category of Harmony and Fanfare or Choir Works, become your property at the delivery.
- 5.4 **Parts** delivered and printed by Donemus, or printed by third parties on the instructions of Donemus, belonging to the category 'rental', which means works with 8 instruments or more, except works in the category of Harmony and Fanfare or Choir Works (see 5.3), remain the property of Donemus. The works are delivered on permanent loan. You can keep these parts on loan after the performances.
- 5.5 All **downloadable products** such as PDFs but also other media such as samples, as well as scores and parts, are delivered on permanent loan for use, and therefore remain the property of Donemus. It is not permitted to make multiple prints of these files or to reproduce in another manner, or to exchange or pass on to third parties.
- 5.6 With regard to all downloadable products you are free to opt for printing, or to use these on suitable electronic hardware.
- 5.7 The watermark attached by Donemus to downloadable products may never be removed by you or anyone else.

Article 6. Orchestra and ensemble works licenses

- 6.1 In case of delivery of works in the 'rental' category, namely works for 8 or more instruments (see 5.4), with the exception of Harmony and Fanfare or Choir Works, a license fee must be paid for each performance. You have permission therewith to use the products for the notified performances. In case of a later use again you must agree a new delivery with Donemus, whereby you will pay at least the price of the downloadable version of the product as well as a new license amount for the performances to be specified. It is not permitted for products in this category to use these without a license from Donemus. The license fee for the use of the products is separate from the public use of the products referred to in Article 10, which in most situations is arranged by BUMA (Bureau of Musical Copyright).

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Article 7. Complaints and liability

- 7.1 You are obliged to inspect the delivery whether the delivered goods conform to the agreement. If this is not the case, then you must inform Donemus about this as soon as possible, and in any event within fourteen (14) days from the delivery through the contact form on the Donemus-website.
- 7.2 If it has been demonstrated that the products do not conform to the agreement, then Donemus has the option to make the download concerned available again, deliver the product again, or to refund the invoice value.

Article 8. Orders/communication

- 8.1 Donemus is not liable for misunderstandings, mutilations, delays or orders and notifications not coming across properly as a result of the use of the internet or any other means of communication in the dealings between you and Donemus, or between Donemus and third parties, insofar as this relates to the relationship between you and Donemus, unless and insofar as there might be intention or gross negligence on the part of Donemus.

Article 9. Force majeure

- 9.1 Without prejudice to the other rights accruing to Donemus, in the event of force majeure Donemus has the right, at its discretion, to suspend the execution of your order or, as the case maybe, terminate the agreement without judicial intervention, this by informing you thereof and without Donemus being obliged to any compensation, unless this would be unacceptable in the given circumstances according to criteria of reasonableness and fairness.
- 9.2 Force majeure includes every shortcoming which cannot be attributed to Donemus, because Donemus is not to blame for its fault, neither pursuant to the law, legal act, or according to generally accepted standards are on his account.

Article 10. Obligations with regard to use

- 10.1 The acquisitions of a print out or a downloadable product does not give you the right to perform this product in public. You must acquire permission for this from the entitled party (-ies). In most cases you can arrange this through BUMA. You are obliged to notify BUMA of public use of products from Donemus. For music-theatrical works falling under the 'grand rights', you must make a separate arrangement with Donemus.

Article 11. Miscellaneous

- 11.1 When Donemus has permitted during a short or longer period of time or, as the case may be, tacitly, derogation from these General Terms and Conditions, this does not affect its right to still demand immediate and strict adherence to these General Terms and Conditions. You can never enforce any right on the basis of the fact that Donemus applies these General Terms and Conditions flexibly.
- 11.2 If one or more of the provisions of these General Terms and Conditions or any other agreement with Donemus were to be in conflict with any applicable legal rule, the provision concerned will be extinguished and this will be replaced by a new legally permissible comparable provision to be determined by Donemus.
- 11.3 Donemus is entitled to make use of third parties during the execution of your order(s).

Article 12. Applicable law and competent court

- 12.1 The law of the Netherlands exclusively applies to these General Terms and Conditions, as well as to all rights, obligations, offers, orders and agreements to which these General Terms and Conditions apply.
- 12.2 All disputes between parties will exclusively be submitted to the court with jurisdiction in the Netherlands.