

Terms and Conditions

Article 1. Applicability

1.1 All offers, orders and agreements of Dutch Wind Music Publications, hereinafter referred to as Dutch Wind Music, are subject to these Terms and Conditions, to the exclusion of any other general terms and conditions.

1.2 Placing an order means that the ordering party, hereafter referred to as the orderer, accepts the applicability of these General Terms and Conditions.

1.3 One or more provisions in the General Terms and Conditions can only be deviated from in writing, in which case the remaining provisions will remain in full force.

Article 2. Offers / Agreements

2.1 Pricing is without obligation and Dutch Wind Music reserves the right to adjust prices with due observance of the obligations under the Fixed Book Price Act.

2.2 An agreement is only concluded after acceptance of the order by Dutch Wind Music. Dutch Wind Music is entitled to refuse orders or to attach special conditions to the delivery. Dutch Wind Music is also entitled to cancel processed orders if there is reason to do so.

Article 3. Prices and payments

3.1 The calculated prices for products and services offered are in euros, including VAT and excluding handling and shipping costs, any taxes or other levies, unless stated otherwise or agreed in writing.

3.2 Payment is made via the internet by means of Paypal, iDEAL or a credit card.

Article 4. Delivery

4.1 Delivery by Dutch Wind Music takes place digitally only after the orderer has made the payment.

4.2 The downloadable products are considered to have been delivered at the moment that the orderer (or someone on behalf of the orderer with proven approval of the orderer) has activated the download.

4.3 The delivery of downloadable products, such as PDF files, takes place via the internet in digital form. The orderer receives a downloadable product by downloading it himself. After purchase, the orderer has the right to download the downloadable file one or more times during a set period.

Article 5. Ownership and loan

5.1 The orderer must respect all property rights of Dutch Wind Music. The moral rights, including the intellectual and industrial (property) rights, of the products supplied remain with the author and must be observed by the orderer when using the products.

5.2 All downloadable products such as PDF files but also other media such as samples, both scores and parties, are supplied with a permanent user right and therefore remain the property of Dutch Wind Music. It is not permitted to print these files in multiple forms or to reproduce them in any other way or to exchange them in any way with or pass them on to third parties.

5.3 The orderer is free to choose to print the downloadable products or to use them on suitable electronic hardware.

5.4 The watermark applied by Dutch Wind Music on downloadable products may never be removed by the orderer.

Article 6. Complaints and liability

6.1 The orderer has the obligation to examine on delivery whether the delivered goods meet the agreement. If this is not the case, the orderer must inform Dutch Wind Music of this as soon as possible and in any case within fourteen (14) days after delivery via the contact form on the Dutch Wind Music website.

6.2 If it is demonstrated that the products do not comply with the agreement, Dutch Wind Music has the choice to make the relevant downloads available again or to send new products or to refund the invoice value thereof.

Article 7. Order / communication

7.1 For misunderstanding, mutilation, delays or improper occurrence or other shortcomings of orders and communications as a result of the use of the internet or any other means of communication in the traffic between the orderer and Dutch Wind Music, or between Dutch Wind Music and third parties, insofar as with regard to this relates to the relationship between the orderer and Dutch Wind Music, Dutch Wind Music is not liable, unless and insofar as there was intent or gross negligence on the part of Dutch Wind Music.

Article 8. Force majeure

8.1 Without prejudice to the other rights vested in Dutch Wind Music, in the event of force majeure, Dutch Wind Music has the right, at its option, to suspend execution of the order or to dissolve the agreement extrajudicially, without Dutch Wind Music being obliged to is for any compensation, unless this would be unacceptable in the given circumstances by standards of reasonableness and fairness.

8.2 Force majeure is understood to mean any shortcoming that cannot be attributed to Dutch Wind Music because this shortcoming is not due to its fault and is not for its account under the law, legal act or legal opinion.

Article 9. Obligation regarding use

9.1 Obtaining a print or a downloadable product does not give the orderer the right to perform this work in public. For this separate permission should be obtained from the beneficiaries, which in most cases can be arranged via BUMA. The orderer is obliged to report the use of Dutch Wind Music products to the BUMA in public. For music-theatrical works that fall under the "grand right", the orderer must make a separate arrangement with Dutch Wind Music.

Article 10. Miscellaneous

10.1 If Dutch Wind Music allows deviations from these General Terms and Conditions, whether or not tacitly for a short or longer period of time, this does not affect its right to demand immediate and strict compliance with these General Terms and Conditions. The orderer can never assert any right due to the fact that Dutch Wind Music may apply these General Terms and Conditions smoothly in certain cases.

10.2 If one or more of the provisions of these General Terms and Conditions or any agreement with Dutch Wind Music should conflict with any applicable legal provision, the relevant provision will lapse, and it will be replaced by a new provision fixed by Dutch Wind Music.

10.3 Dutch Wind Music can make use of third parties in the execution of order (s).

Article 11. Applicable law and competent court

11.1 All rights, obligations, offers, orders and agreements to which these General Terms and Conditions apply, as well as these General Terms and Conditions, are governed by Dutch law.

11.2 All disputes between parties will be submitted exclusively to the Dutch court.