

Keybird Instruments - Terms and Conditions

Keybird Instruments ApS

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and

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GENERAL

We are Keybird Instruments, a company incorporated in and operating out of Copenhagen, Denmark. These terms and conditions apply to the sale of any Keybird piano or accessory you may order through our website at www.keybird-instruments.com. Please read them carefully.

A purchase agreement is entered between you and Keybird Instruments (“Keybird”, “We” or “Us”) when you receive an order confirmation. No contract exists between you and us for the supply of any Piano until we have received and accepted your order and payment of the price and any delivery charge has been cleared in full. All orders are subject to acceptance by us, which we are free to accept or decline at our absolute discretion. We will confirm our acceptance of your order by email to the email address you have given. Once we do so, there is a legally binding contract between you and us. In case we reject the order (because we are overloaded or for whatever other reason) you are of course entitled to full repayment. Until delivery (start of the shipment procedure), you also have the right to cancel your order at any time and claim your right of full repayment.

PRICE AND PAYMENT

The price of the Piano and our delivery charges are set out in the relevant section of the site, though any communication through mail will overrule prices on the site. This is due to several reasons such as particular agreements and possible errors on the site due to different locations of seeing the site or poor maintenance of the site from our side. If you purchase through email communication, the prices set out in the email and any relevant attachments apply. VAT is included in the payment details for EU residents. Danish VAT is applied for all countries inside of the EU if you are a private person purchasing our products. If you have a VAT number, purchases inside the EU can also be done without Danish VAT. Import taxes, import duties and VAT for non-EU citizens are not included in the price, unless explicitly stated in the payment details.

All amounts shown on the website are either in EURO, USD, GBP or DKK. The currency you will see when first entering the shop is selected based on your Geolocation. Your Geolocation is detected through your IP-Address. You are allowed to select and pay in any of the four currencies available, if your payment method allows you to use that selected currency.

Keybird is offering its products across many countries with varying VATs.

If you are in the EU, the prices displayed in the shop will include VAT. If you are outside the EU, prices will be shown without VAT, as you will be charged for this at import (by the shipping company).

Keybird accepts online payments with Mastercard and Visa. We do not impose any kind of additional transaction fees on your purchase. As every Piano is made by order, we keep the right to deduct from your account before the item is dispatched unless otherwise agreed or stated in your order.

Keybird uses a secure payment service that encrypts all information, which means that the connection is completely secure.

DELIVERY

Delivery will be made to the postal address you provided. All delivery times presented are only estimates and cannot be guaranteed. We will do our best to always keep you up to date of any changes and you are always welcome to ask for an update. In general, shipments will arrive within 7 business days after payment. If you order a customized version of the product offered, your estimated delivery time can take as much as 50 business days until the product is ready for shipment depending on your requirements. Your shipment will arrive after an additional 7 business days. We will make every effort to deliver within the estimated delivery time, but occasionally deliveries may be affected by factors beyond our control.

WARRANTY

Our warranty period is 2 years from the date of delivery, as for any other product sold in the EU. We expect our instruments to last for a lifetime, as we use traditional piano parts and will be able to supply replacement parts as long as we are in business. The warranty extends only to you as the product's original purchaser and applies only by proof of original receipt (which you will receive upon delivery in the form of an invoice). This warranty does not apply to any defect arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, failure to follow our instructions, or any alteration or repair carried out without our approval. In the unlikely event that the Piano as delivered is faulty or otherwise does not conform to these terms and conditions, or develops a fault during the warranty period, please contact us and we will discuss the issue with you and evaluate whether a return or repair is most appropriate. If possible we will document the errors and communicate as needed over the internet - if needed we will organize a Keybird representative coming by to examine the instrument to determine whether it is a manufacturing defect or a result of user negligence or abuse. If it is a defect for which we are to be held responsible, we will pay the additional costs that arise. If the customer is responsible for the issue we will provide assistance free of cost in the amount that we can, but all additional costs are to be handled by the customer. Common practice for pianos, like the need for tuning, intonation and regulation of the moving parts and rare cases such as a string breaking will not be subject to warranty - Keybird Instruments will attempt to provide all information necessary to allow customers to service the Piano themselves as much as possible. We will likely refer to a piano technician in most support cases, as a Keybird is serviceable by any piano technician.

RETURN POLICY

If you have any questions or concerns regarding our products, please contact our customer support at info@keybird-instruments.com. You should always contact our customer service prior to returning any product.

You can return the product within 30 days of delivery. The period starts from the day you receive your order. Any return costs are your responsibility, as is the choice of carrier. The product must be in new condition. If the product is ruined or used in a significantly noticeable way so that it cannot be sold to other customers, the product shall not be refunded. If significant traces of use will be possible to remove by use of spare parts, we will do all the necessary and deduct possible costs from the refund. Make sure to include contact information with the return and if possible, please provide us with a tracking number of the postal service, as Keybird will not be liable for the Instrument not arriving. We will make a refund of eligible returns. You will be responsible for paying for the shipping costs for returning the item. Shipping costs are non-refundable. If you receive a refund, the original cost of shipping from us to you will be deducted from your refund. Once your return is received and inspected, we will send you an email to notify you that we have received your returned item. We will also notify you of the approval or rejection of your refund.

Right to complain

According to the Danish Purchase Act, there is a 2-year warranty on products. The warranty applies to defects in material and/or workmanship. Complaints must be notified to Keybird within a reasonable time after receipt of the goods. Here, one month is considered a reasonable time, unless otherwise agreed. Complaints shall not apply to defects or damage caused by incorrect operation of the product. Keybird does not bear the costs of return.

How to complain

You can send an email to info@keybird-instruments.com if you want to get in touch with us, have questions or want to make a complaint.

If you have a complaint and we are unable to resolve it together, you can use one of the following options to complain:

- Complaints Resolution Centre, via the Complaints Portal at the House of Representatives. Go to the Complaints Portal.
- Centre for Complaints Resolution, Nævnenes Hus, Toldboden 2, 8800 Viborg.
- If you are a consumer resident in another EU country, you can register your complaint in the EU Commission's online complaints portal. Go to the EU Complaints Portal.

When submitting a complaint, please refer the email: info@keybird-instruments.com

CANCELLATION

You have the right to cancel your order at any time, prior to our shipment to you. To exercise the right of cancellation, you must let us know by submitting a request to us at: info@keybird-instruments.com. In the event of a cancellation, the credit card fees and/or bank fees will be subtracted from the refund.

FORCE MAJEURE

Keybird Instruments is not liable for defects or delays caused by circumstances beyond our reasonable control, such as general labour disputes, natural and unavoidable catastrophes, war, fire, amendments to regulations issued by governmental authorities, issues with power mains or telephone communications, data transmissions or any other form of communication, or defects or delays in deliveries by sub-contractors.

APPLICABLE LAW AND DISPUTES

Without limiting your rights as a consumer under the laws of your country, these terms and conditions as well as all disputes or claims arising hereof shall be governed by the laws of Denmark and settled by the general complaints board or finally by Danish public court.

CHANGES TO THESE TERMS AND CONDITIONS

Keybird Instruments reserves the right to change and make additions to these terms and conditions at any time. You are lawfully bound by the terms and conditions valid at the time of your purchase. If you purchase through the webshop, the terms on the webshop at that time apply. If you purchase via payment details provided by mail, the terms and conditions attached to that mail apply to your order.

Keybird Instruments has headquarters at Raffinaderivej 20F, 2300 Copenhagen, Denmark.

Any changes to the address will be publicly available on the website and public registers.

VAT: DK40160213

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