

General Terms and Conditions

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2. KELST NV spends a lot of time and effort to the correctness and completeness of the information made available to the visitor of the website. KELST NV can in no way be held responsible for eventual incorrectness and/or deletion, nor for any damage that may follow upon the access to, the consultation of or the use of the information posted on the website or of its non-availability. When information regarding a product, such as the price, is being displayed on the site in a wrong way in whichever subtext, KELST NV will keep the right to refuse or cancel an order of such a product, no matter if the order was the subject of a confirmation or if the price had already been debited, KELST NV will credit the amount debited on the customer's bank account. When the product sent by KELST NV does not correspond to the description on the site, the only acceptable procedure a customer can undertake is to send the item back to KELST NV and ask for refund of the price and initial shipping cost of the product. See the section "Right of renouncement" for specific details.

3. The products described and pictured on this website give an overview of the offered range. The mentioning of a product on the website does not imply an offer. The pure request of a customer to purchase a product does not suffice to start an agreement. This data changes constantly and does imply no obligations. The product pictures and descriptions are not binding. The information herein always needs to be checked. The posted prices are only valid on the day of consultation of the website, with the exception of posting errors, for which KELST NV cannot be held responsible. All promotional offers available on the website are under reservation of availability of the products and the completion of stock. All posted offers and promotions can be changed or withdrawn at any moment without prior notification.

GENERAL TERMS OF SALE OF THIS SITE

The hereafter mentioned terms of sale are applicable to online orders made via <http://www.kelstone.be>

1. IDENTIFICATION OF THE RESELLER

KELST NV
PO Box 44
3110 Rotselaar - Belgium
BTW BE 895 967 719
Copyright © 2008 - KELST NV – PO Box 44 – 3110 Rotselaar - Belgium
Tel (+32) 16 487157
Email: info@kelstone.be

2. APPLICATION

Unless an explicitly written different agreement between both parties exists, the relations between KELST NV and its customers will be subject to the general terms of sale that are assumed to have been accepted by the customer while placing an order. By placing an order, the customer declines any possible other general terms of sale. The fact that the customer did not receive this disclaimer of conditions in his native language, does in no way suspend him of their application.

3. REALISATION OF A SALES AGREEMENT

The database with products and their description found on www.kelstone.be, represent in no way a special offer but is purely a way to make contact. It is the actual order that makes the offer. Thus it is not sufficient to fill out a document on our website to realize a sales agreement. Only the reception of an email confirmation closes the sale. KELST NV maintains the right, for the safety and security of the customer and of KELST NV, to ask for extra information and by lack of this information to refuse the order. Also, orders from which the customer's intention to resell the products can be deducted, will be refused by KELST NV.

4. TRANSFER OF PROPERTY

In deviation with article 1583 of the Civil Law the sold, delivered or installed goods remain the exclusive property of KELST NV until the complete payment of the full amount on the invoice. Despite this right of property, the risk due to loss or damage automatically transfers to the customer from the moment the customer receives the goods.

5. PRICES

The normal shipping or delivery costs are mentioned (in euro), taking in account the relevant delivery information supplied by the customer. The eventual addition of elevators or any other extra delivery actions is never included in the price. All offers are valid as long as they are included in the website content. The displayed prices can fluctuate. If an order was placed, the price valid at the time of ordering will be the price taken in account.

6. PAYMENT

The customer pays by money order, the payment will have to be done prior to the decline period. In the case of decline by the customer, KELST NV will refund the amount to the customer.

7. DELIVERY

Delivery period

The periods of delivery, given in good faith, are just an indication and are in no way part of the essential terms of sale. An eventual delay can in no way be subject to a damage claim.

For products that are not in stock at the time of ordering, KELST NV contacts the distributor for further delivery

information. This information is made available to the customer.

8. CONTACT

8.1 Remarks in regard with orders

For general information and complaints in regards with an order, the customer can post a message via the contact page on the website.

8.2 Remarks in regard with delivery

If a product or instrument shows a technical malfunction after the delivery, the customer should contact us within 24 hours of reception via the support page on the KELST NV website or by phone. KELST NV evaluates with the KELST NV Service Center what could be the problem and makes contact with the customer for a concrete solution. The problem could be solved by intervening of the KELST NV Service Center.

If the instrument and/or the packaging shows traces of damage, the customer should inform the shipping company immediately at the time of delivery, and report this to KELST NV via the support page on the website within 24 hours. After this report, KELST NV will file a damage claim against the courier company. The investigation of the damage is followed up by the courier company. After the settlement of the damage claim, which can take up to several weeks, the customer is supplied with a new identical product.

The customer needs to preserve all packaging material and its complete content in the state it was originally delivered, for inspection by the courier service. If the packing material is no longer available, the damage claim will be denied, thus avoiding the insurance, which results in denial of free new replacement products.

If the content of the shipment is not in accordance with that which has been actually ordered, the customer should report this within 24 hours after the delivery via the contact page on the KELST NV site. The customer is not allowed to use the content of the shipment. When after the pick-up it is observed that the customer used the delivered erroneous content, the customer will not be able to demand free replacement products and the extra resulting costs will be invoiced to the customer.

9. WARRANTY

Taking in account the function of intermediate party, KELST NV limits the warranty in regard with the delivered goods strictly to the warranty granted by the distributor.

a) The warranty covers internal damage to devices (electronic or mechanical in nature) by the same conditions stipulated by the manufacturer.

The warranty excludes all rights to warranty to all other forms of damage be it direct or indirect to the product (e.g. oxidation, sudden drops,...), and its content.

The warranty covers the replacement of pieces only.

The warranty expires automatically in case of interference of third parties other than approved by KELST NV.

b) The invoice is proof of warranty and has to be kept by the customer and must be produced in its original form. The warranty starts at the date of purchase. The warranty is valid in Belgium. When the customer makes direct contact with the manufacturer claiming the warranty, all resulting fees are to the direct responsibility of the customers.

c) Warranty conditions fade when items are used on a professional basis (commercial, professional, collective) and never cover the costs of repair in case of breakdowns by casual fire, water damage, lightning, accidents, and natural disasters. The customer has no rights if the breakdown has been caused by injudicious treatment of the product, bad maintenance or abnormal usage or usage of the product which is in contradiction with the guidelines of the producer.

d) The warranty is not transmissible. Warranty cannot be called upon if the product changes owner.

According to the Belgian law in regard with the trade of consumption goods, the customer has legal rights. The warranty stated in the general legal disclaimer honors these rights.

10. RIGHT OF RENOUNCEMENT

A consumer who is a customer in the sense stated in the Law of July 14, 1991 in regard with the trade code and the information and protection of the customer, has the right, when ordering via this site, to renounce his purchase, without fine and without giving a reason, in the time frame of 7 office days starting the day following the delivery. Used, installed, damaged or incomplete products however will not be accepted as returns. The right to renouncement is not valid on audio and

video-recordings and computer software from which the seal has been broken.

The customer can call upon the right of renouncement by means of a registered consignment in the time frame of 7 office days starting the day following the delivery, directed to KELST NV – PO Box 44, 3110 Rotselaar - Belgium, with enclosed a copy of the invoice and all delivery statements.

In case of execution of this right of renouncement, the customer shall return all merchandise and periferic purchased by his own means and at his own expense, to KELST NV - PO Box 44, 3110 Rotselaar - Belgium. Collect shipments and/or COD shipments will be refused.

KELST NV will inspect the returned products within a time frame of two weeks.

Extra costs to KELST NV for the re-shipping of products to the customer when the customer did not follow the conditions of exercise of his right of renouncement or if the customer returned products to which the right of renouncement is not valid, will be charged to the customer.

If products are damaged, KELST NV will invoice the lowest of following amounts to the customer:

- the cost of repair
- the value of the product.

When the seal of software has been broken, KELST NV will invoice the price of concerned software.

When the right to renouncement was called upon following all previous regulations, KELST NV will exercise a refund within the next 30 days. The refund will be transferred to the bank account stated by the customer in the registered consignment at the time of renouncing.

The right to renouncement cannot be called upon in the following cases following:

1. Delivery of products and services that are produced or executed with specifications following the demand and approval of the customer, or that are personal in nature, or that cannot be returned due to their nature, or that outdate quickly
2. Delivery of CD, DVD, Video, Midi, Software, Computer files and any form of information carrier

3. Delivery of books, sheet music, and any other form of printed material

4. When the customer made an exceptional oral or written agreement with the sales person in regard with times or terms of delivery, or any other general or specific exemption

11. APPLICABLE LAW AND AUTHORIZED COURT

Disputes in regard with validity, interpretation or implementation of all general conditions, fall under Belgian law exclusively and are only plead able by the authorized court in Leuven.