



## TERMS AND CONDITIONS OF SALE

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PLACING YOUR ORDER AND RETAIN A COPY FOR FUTURE REFERENCE.**

### **1. FORMAT OF THE CONTRACT**

a) These terms of trading apply to all goods supplied by **FIBONACCI® GUITARS LTD**, whose registered office is at Registered Office: **20-22 Wenlock Rd London N1 7GU. UK**, Trading Address: **7 Latimer Close Worcester Park Surrey KT4 8UF** (the Supplier) and

(the Buyer)

b) No contract exists between the Buyer and the Supplier for the sale of any goods until the Supplier has received and accepted an order from the Buyer and the Supplier has received payment in full (unless otherwise stated below under section 4). Once the Supplier does so and the order as been fulfilled or any part thereof, there is a binding legal contract between us.

c) The contract is subject to the Buyers right of cancellation (see below).

d) The Supplier may change these terms of sale only with notice to the Buyer in writing in relation to future sales.

e) By continuing to place an order, the Buyer accepts these Terms & Conditions and agrees to abide by them.

### **2. DESCRIPTION AND PRICE OF THE GOODS**

a) The description and price of the goods the Buyer orders will be as shown on the Suppliers invoice form or the Buyers purchase order form at the time the Buyer placed the order.

b) Every effort is made to ensure that prices shown on the Suppliers order form are accurate at the time the Buyer placed the order. If an error is found, the Supplier will inform the Buyer as soon as possible and offer the option of reconfirming the order at the correct price, or cancelling the order. If the Supplier does not receive an order confirmation within 14 days of informing the Buyer of the error, the order will be cancelled automatically. If the Buyer cancels the order, or if the order is cancelled automatically due to the expiry of the 14 day period, the Supplier will refund or re-credit the Buyer for any sum that has been paid.

c) This product is hand made. While we make every effort to ensure accurate information in our specifications, please allow a measurement tolerance of +/- 1%.

d) In addition to the price, the Buyer may be required to pay Import Tax and a delivery charge for the goods.

### **3. PAYMENT**

a) Payment for the goods and delivery charges can be made by any method as agreed by the Supplier and the Buyer at the time the order is placed. Payment shall be due before the goods are dispatched and shall be a fundamental term of this agreement, breach of which shall entitle the Supplier to terminate the contract immediately.

b) There will be no delivery until cleared funds are received for any balances due.

c) Payments shall be made by the Buyer without any deduction.

## **5. DELIVERY**

- a) The goods the Buyer orders will be delivered to the address the Buyer gives when the order is placed.
- b) Orders placed after 12pm on a working day will be processed following that day and will be delivered as per the requested delivery option provided if all stock items are available. (A working day is any day other than weekends and bank or other public holidays.)
- c) If delivery cannot be made to the Buyer address for reasons under the Supplier control, the Supplier will inform the Buyer as soon as possible.
- d) If the Buyer deliberately fails to take delivery of the goods (otherwise than by reason of circumstances under control of the Supplier) then without prejudice to any other right or remedy available to the Supplier, the Supplier may:
- i) store the goods until actual delivery and charge the Buyer for reasonable costs (including insurance) of storage; or
  - ii) sell the goods at the best readily obtainable price and (after deducting all reasonable storage and selling expenses) account to the Buyer for any excess over the price the Buyer agreed to pay for the goods or charge the Buyer for any shortfall below the price agreed for the order of the goods.
- e) Every effort will be made to deliver the goods as soon as possible after the order has been accepted. However, the Supplier will not be liable for any loss or damage suffered by the Buyer through reasonable or unavoidable delay in delivery. In this case, the Supplier will inform the Buyer as soon as possible.
- f) Upon receipt of the order the Buyer will be asked to sign for the goods received in good condition. If the package does not appear to be in good condition then please refuse the delivery. If the Buyer is unable to check the contents of the delivery at the point of delivery then please sign for the parcel as "UNCHECKED". Failure to do so may affect any warranty claims that the Buyer make thereafter.

## **6. RISK & TITLE**

- a) The goods are at the Buyers risk from the time of delivery.

## **8. RIGHT TO CANCELLATION**

- a) The Buyer has the right to cancel the contract at any time up until the end of 14 days after the Buyer receives the goods subject to the terms below.
- b) To exercise the Buyer right of cancellation, the Buyer must give written notice to the Supplier by hand, recorded delivery post or written email, giving details of the goods ordered and (where appropriate) their delivery. Notification by phone is not sufficient.
- c) All custom build orders are subject to material availability. The Supplier will provide the Buyer with an estimated schedule for completion at the time of order. If the materials for the goods ordered are not available from stock, the Supplier will inform the Buyer to any estimated delay. If the Buyer chooses not to cancel the order at the time of notification of any estimated delay, the goods will continue to be manufactured for the Buyer until completion.
- d) If the Buyer chooses to cancel the order within 14 days of placing it, the Supplier will refund or re-credit the Buyer within 30 days for any sum that has been paid by the Buyer. If the Buyer chooses to cancel any custom build order after 14 days from placing it, until 14 days after having received it, except in the case of faulty or mis-described goods, the Supplier will refund or re-credit the Buyer with 50% of any sum paid by the Buyer within 30 days. Any cancellation is subject to clause 8e.

e) Except in the case of faulty or mis-described goods, if the Buyer exercise their right of cancellation after the goods have been delivered, the Buyer will be responsible for all the cost of shipping the goods and any credit card charges that may have been applied. The goods must be returned to the address given. The Buyer must take reasonable care to ensure the goods are not damaged in the meantime or in transit. In the case of faulty or mis-described goods, the Supplier shall, after receiving the goods in accordance with clause 8.c or 8.d refund the reasonable postage costs to the Buyer. On the subject of faulty goods, please take note of our Warranty conditions, clause 11 and 12 below.

d) Once the Buyer has notified the Supplier that the contract is being cancelled in accordance with clause 8.a 8.b 8.c 8.d 8e, the Supplier will refund or re-credit the Buyer within 30 days for any sum that has been paid by the Buyer, less any amounts due where appropriate.

#### **9. DAMAGED GOODS & SHORTFALLS**

a) If goods arrive in a damaged condition the Buyer must note this on the carrier's delivery schedule. It is the Buyers responsibility to inform the Supplier within 24 hours of delivery of any damages or shortages.

b) Damaged goods claims will be processed by the Supplier within 5 working days of notification, as will shortfalls in the order.

#### **10. RETURNS**

a) In all circumstances upon the Buyers notification to the Supplier to make a return, a Returns Authorisation Form will be sent by the Supplier via e-mail or post together with a Returns Authorisation Number, this will allow the Buyer to return the goods.

b) This form must be completed and returned with the items.

c) NO goods will be accepted at the Supplier warehouse without a Returns Authorisation Form and RA Number.

d) In the event that the Buyer mistakenly orders the wrong product, The Supplier will refund the cost of the goods (less the initial delivery charge) when they are received back by the Seller in a resaleable condition.

e) The cost of return to the Seller shall be paid by the Buyer and will not be refunded.

f) FIBONACCI® GUITARS LTD is unable to refund for goods that have been removed from their original packaging or any item that is not in its original condition (is damaged or used). It is the Buyers responsibility to check that the correct goods have been received before unwrapping goods supplied by FIBONACCI® GUITARS LTD.

g) All goods that are being returned must be re-packed to the same standard of protection as when the Buyer received them, and must be returned within 7 days from the date the Buyer notifies the Supplier as outlined in Section 8 above unless otherwise agreed by the Supplier. Returned goods received after 7 days or that are damaged in transit due to poor packaging will NOT be refunded and will be returned to the Buyer.

h) The Returns Procedure:

i) A Returns Authorisation Form must accompany all returns. Please ensure that ALL sections are completed: including full name, address and a daytime telephone number, also the Invoice Number, and a brief description of the situation that needs to be resolved.

ii) All returns must be sent back to the Supplier by registered post or by other means that require a signature of receipt of the goods at the Suppliers warehouse or reception.

#### **11. WARRANTY**

FIBONACCI® GUITARS LTD warrants its instruments to be free of defect in material and construction for the lifetime of the product. If at any time the instrument malfunctions as a result of

faulty materials or workmanship, FIBONACCI® GUITARS LTD will repair the defect(s) or replace the instrument, as it deems appropriate at its sole discretion. If replacement of your instrument is deemed appropriate and the same model instrument is not available, your replacement instrument will be of the current closest style and of a value not less than that of the original purchase price. This warranty is extended to the original retail purchaser only and may not be transferred or assigned to subsequent owners. This warranty is subject to the Buyer registering the product purchase on our web site at [www.fibonacciguitars.com](http://www.fibonacciguitars.com) within the time period stipulated there.

## **12. LIMITATION OF LIABILITY**

a) This warranty does not cover:

- i) The subjective issue of tonal characteristics.
- ii) Instruments that have been altered or modified in any way.
- iii) Instruments that have been damaged due to misuse, negligence, or accident.
- iv) Shipping damages of any kind.
- iiiv) Instruments that have been subjected to extremes of humidity or temperature.
- iiiv) Normal wear and tear.

b) FIBONACCI® GUITARS LTD makes no other express warranty of any kind.

c) the Supplier shall not be liable to you for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with this agreement.

## **13. DATA PROTECTION**

The Supplier will take all reasonable precautions to keep the details of the Buyers order and payment secure but unless the Supplier is negligent, the Supplier will not be liable for unauthorised access to information supplied by the Buyer.

## **14. IMAGES**

Product images are for illustrative purposes only and may differ from the actual product.

## **17. COPYRIGHTS**

All contents on the Supplier website including text, images, designs, graphics, logos is the property of the Supplier and is protected by United Kingdom and International copyright laws. The Buyer may not use, copy and/or extract any part or parts of this web site without the express written consent of the Supplier

These terms of sale and the supply of the goods will be subject to English law and the English courts will have jurisdiction in respect of any dispute arising from the contract



FIBONACCI® GUITARS LTD

Registered Office: 20-22 Wenlock Rd London N1 7GU. UK

Trading Address: 7 Latimer Close Worcester Park Greater London KT4 8UF. UK

FIBONACCI ® is a Registered Trade Mark.

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