

# GENERAL TERMS AND CONDITIONS

## §1

### GENERAL CONDITIONS

1. SOUND MACHINES Sp. z o.o., Loteryjki 71 Street, 01-937 Warsaw, Poland, VAT EU: PL6272741305, REGON 146939095, KRS 0000479665, District Court for the Capital City of Warsaw in Warsaw, XII Commercial Division of the National Court Register, capital of PLN 200 000.00 fully paid, hereinafter also referred to as Soma EU Division, produces in Poland, distributes and sells musical instruments of Soma Laboratory worldwide. Distribution and sales are made through the [www.somasynths.com](http://www.somasynths.com) website in accordance with the General Terms and Conditions and SOMA Laboratory subject to the terms and conditions set forth on this website.
2. The official website of Sound Machines Sp. z o. o. is: [www.soundmachines.eu](http://www.soundmachines.eu).
3. Contact to the company's management board and CEO, Malgarzata Marcinowska: [zarzad@soundmachines.eu](mailto:zarzad@soundmachines.eu)
4. Contact is possible also via email address [somasynthseu@gmail.com](mailto:somasynthseu@gmail.com) and via following tel. number: +48 798 054 401 (also WhatsApp) and Messenger via [www.facebook.com/somasynths](http://www.facebook.com/somasynths).
5. General Terms and Conditions ( GTC ) are an integral part of the Buyer's purchase agreement. The GTC regulate the rights and obligations of both the Seller and the Buyer within the scope of the purchase agreement.
6. The regulations of the GTC are in accordance with the applicable laws and they do not fail.
7. The conclusion of the purchase contract must be preceded by the Buyer's acceptance of the GTC.
8. Purchase and sales agreements are concluded in English.
9. The Seller does not charge any fees for contacting the Buyer. Any fees are billed by operators serving the Buyers in accordance with their contracts for the use of distance communication tools including telephone and internet.
10. To effectively confirm or place an order, the buyer must have an active email account (email address).

## §2

### ORDERS – PURCHASE

1. The Seller sells products through the internet using the website [www.somasynths.com](http://www.somasynths.com), and the email address [somasynthseu@gmail.com](mailto:somasynthseu@gmail.com).
2. The condition to purchase the products offered by the Seller is to place an order by the Buyer to the Seller's e-mail address [somasynthseu@gmail.com](mailto:somasynthseu@gmail.com) with an indication of the ordered products available in the Seller's offer.
3. Product availability information at [www.somasynths.com](http://www.somasynths.com), is a sales offer within the meaning of art. 71 of the Civil Code. The confirmation of the order or placing an order by the Buyer means submitting to the Sellers the offer to enter into the purchase and sales contract of the offered product.
4. The purchase contract is deemed to have been concluded after the Seller has sent and received the receipt by the Buyer of acceptance of the order for execution.
5. The Buyer is obliged to provide the Seller with personal data enabling the order to be processed, including:
  - A. name, surname, and in the case of company its full name
  - B. full data for issuing invoices, for Polish companies VAT number, and for European companies VAT EU

- C. delivery address
  - D. telephone number
  - E. ordered products
  - F. information about the method of payment (in the case of PayPal payments, the Buyer gives his PayPal data -the e-mail address to which the Seller's payment request is sent through PayPal).
6. The Seller will confirm acceptance of the order by e-mail within 24 hours from placing the order by the Buyer.
  7. The seller confirming by e-mail acceptance of the order confirms the price and form of payment, technical data, scope and delivery date.
  8. In the case of Preorder purchases, the Seller shall provide information on the availability of products and the possibility of purchasing them in chronological order starting with the oldest order placed.
  9. No response from the Buyer within 48 hours authorizes the Seller to send information on the availability of products and the possibility of their purchase to subsequent persons, if the sale is conducted by Waiting List and the informed person has the right to purchase from the next information session.
  10. In the absence of a response from the Buyer during the three information sessions conducted by the Seller, the re-availability of the product and the possibility of their purchase will not be sent, and no response shall be considered a rescission.
  11. The buyer agrees to receive an electronic invoice by accepting the General Terms and Conditions, which takes place automatically by placing an order and purchasing goods.

### **§3**

#### **PAYMENTS**

##### **GENERAL INFORMATIONS**

Payment for ordered instruments and other products offered by the Seller is possible in several options.

The preferred payment method within the EU is a SEPA transfer directly to the Seller's bank account. The SEPA guarantees the lowest possible transfer fees and a short transfer time. Of course, payments are also possible in PayPal. In this case, the Buyer bears all additional costs associated with PayPal commissions, including currency conversion and other fees, which are independent of the Seller and are payable collectively by PayPal from the Buyer.

It is also possible to pay via the online payment gateway: eService: The gateway only supports VISA and MASTERCARD payment cards (including the possibility of quick Apple Pay and Google Pay payments)

The seller is entitled to claim a refund in the event of an erroneous payment made by the Buyer (lower than the required amount, no bank charges, on-line payment fees or PayPal fees). In the case of a request for a payment to the required amount, the Seller is obliged to provide the Bank Buyer with an acknowledgment of payment or PayPal in the understated amount.

##### **DETAILS:**

1. Prices on [www.somasynths.com](http://www.somasynths.com) are quoted in EUR.
2. The buyer has the option of making payments to the Seller's bank account in EUR or after confirmed converting by the Seller the exchange rates in PLN or USD.
3. The prices shown are gross (net prices are given in brackets plus local VAT of EU countries).
4. The prices shown do not include shipping costs. Shipping costs are charged in addition.
5. If the order is made by a Buyer from outside Poland but from the Europe, including the United Kingdom, Norway, Switzerland, is a registered company, is an active VAT payer and has a EU VAT registration number, VAT will not be charged according to the purchase rules for products within the EU community.

6. Costs related to payments, including bank transfer costs, payment costs, currency conversions, any PayPal fees to be covered by the Buyer.
7. The Buyer is obliged to make a full payment of the order prior to shipping the product within 48 hours from the receipt of the order by the Seller.
8. The Buyer makes payments in a fixed currency, in the amount and to the confirmed bank account number sent by e-mail by the Seller.
9. In the case of PayPal payments the Seller sends a payment request to the Buyer's account (email address) in the PayPal system.

#### **§4**

##### **DELIVERY OF THE PRODUCTS**

1. The Seller confirms to the Buyer the possibility to purchase products available for sale from stock only.
2. The time of order fulfillment (sending the shipment by the Seller) is up to 5 working days from the moment of booking the complete payment from the Buyer.
3. The consignment is delivered to the delivery address provided by the Buyer in the order.
4. Consignments are delivered by the international forwarding company.
5. The fixed cost of delivery in Poland depends on the postal code, ordered good and type of the insurance. The cost of delivery in Europe and other countries of the world is calculated individually for the customer and depends on the postal code of delivery city of the Buyer, the dimensions of the parcel, insurance, etc. The above prices are for the total cost of safe, double cardboard packaging, packing and shipping costs.
6. All shipments, in addition to standard insurance, are covered by additional insurance up to the full value of the products included on the sales invoice. For most EU countries is the add insurance in shipping cost included. If any costs of insurance could be added to the shipping costs we will you inform you and ask if agree.
7. In the case of acquiring additional local, customs or tax charges due in your country, any such charge is on the Buyer's side.
8. The risk of accidental loss or damage to the products shall pass to the Buyer at the time of delivery to the Buyer. In case of loss or damage to the synthesizer in transit, we will send you a replacement unit or refund the full cost of the product and delivery (according to customer preference).

Very important! If the ordered device arrives damaged (incurred in transit), the Buyer must, together with a representative of the postal service, make a report of the damages and send us a copy by email. The report must be accompanied by clear photos of the damage on both product and packaging.

9. As soon as the Buyer signs for and accepts the parcel, Seller ceases to have further responsibility for the safety of the product. From this point on, the Buyer assumes responsibility for any damages to or accidental loss of the product.
10. If you need any documents (invoice, etc.) included or special information written on the parcel, or in the custom declaration (bill of entry), please let us know before the shipment.

#### **§5**

##### **GUARANTEE AND WARRANTY**

1. In accordance with the law, the guarantee conditions apply to both the consumer (a natural person not conducting business activity ) and the Entrepreneur (natural or legal person conducting business activity ). These records vary depending on who is listed as the Buyer, which means that for Entrepreneurs they are not absolute.

2. It is assumed that, in relation to the conditions of the GTC, the conditions of the Civil Code are superior to both parties to the agreement.
3. Warranty on all products is two years and covers defects which occurred through the fault of the manufacturer or low-quality components. Any repairs will be carried out by the Seller, free of charge, during this period.
4. The Seller provides post-warranty service at the lowest possible prices.
5. In the case of warranty repairs and post-warranty repairs, the Buyer pays the cost of shipping.

## **§ 6**

### **PRODUCT COMPLAINTS WITH DEFECTS**

1. In the event of a defect in the product, the Buyer should notify the Seller of the defect by submitting a complaint by e-mail or by registered e-mail, and then, upon receipt of the complaint, the defective product will be sent by the Buyer at his expense.
2. The Buyer should provide the following identifying information:
  - surname, name or company name and address given to the invoice
  - the phone number and e-mail address from which the order was placed
  - date of purchase
  - description of product defect
  - date of defect
  - indication of claim in connection with product defect
  - copy of the invoice / product number
3. For the proper conduct of the complaint proceedings, the Seller has the right to request additional information and information from the Buyer as necessary.
4. Seller will respond to the complaint within 14 business days of the Buyer's claim of claim. The Seller will notify the Buyer by telephone or by email about the decision to accept the complaint.
5. When the complaint is filed with the Buyer to send a new product or to remove defects, the delivery costs of the new product or the repaired product shall be bear by the Buyer.
6. In the event of a request for repayment by the Buyer and acknowledgment of a complaint by the Seller, the refund will be made directly to the account from which the Buyer ordered the payment.
7. The basis of the complaint can not be mistaken, subjectively displayed data, especially colors on computer monitors, telephone screens, which computers or telephones were used by the Buyer to verify and submit a binding offer to buy and sell the products offered by the Seller.
8. In the event of non-recognition of a complaint by the Seller, the Consumer Purchaser shall have the right to refer to the relevant organizations to whom the protection of the buyer is sought. If the Buyer finds that his claims have not been satisfied, he has the right to pursue its claims in front of a court of law.

## **§ 7**

### **RIGHT OF WITHDRAWAL**

1. If it turns out the devices does not fit into your setup or does not meet your expectations, you have the right to return it to the Seller within two weeks of receiving it. (The date on the courier's delivery confirmation receipt will be used to establish the start of this period).
2. Delivery costs both ways will not be refunded. Funds will be transferred back into the same account from which payment was made, within three working days after the product arrives to the Seller (the date on the courier's delivery confirmation receipt will be used to establish the start of this period).

3. Refunds will only be made if the product is returned in mint condition without any signs of use! This means the absence of any visible scratches or scuffs and wear and tear on the unit caused by the user. In the case a customer returns a non-mint condition unit. The Seller reserves the right to reduce or deny refund depending on the state of the returned unit.  
\*\*SOMA synthesizers are experimental, so on a number of parameters, they may differ from generally accepted standards of mass production synthesizers!

Prior to purchasing, carefully read the manual available online or ask us questions so you are sure the synthesizer meets your requirements and expectations!

## §8

### PRIVACY POLICY

1. The Purchaser's personal data administrator is Sound Machines Sp. z o.o., Loteryjki 71 Street, 01-937 Warsaw, Poland, VAT EU: PL6272741305, REGON 146939095, KRS 0000479665, District Court for the Capital City of Warsaw in Warsaw, XII Commercial Division of the National Court Register, capital of PLN 200 000.00 fully paid.
2. Under the law, we guarantee full privacy and privacy of our customers.
3. Pursuant to the Personal Data Protection Act of 29 August 1997 (Journal of Laws No. 133, item 883, as amended) and actually by General Data Protection Regulation all personal data that are transferred to the Seller by the Buyer are processed in accordance with the law and in the scope provided Authorization for order fulfillment.
4. Customer's personal information is stored on servers that guarantee their full security. Only authorized employees of our company have access to the database.
5. The Seller warrants to any Buyer who has transferred his / her personal data, the ability to verify, change or remove it from the database.
6. The Seller does not sell, lend or share the collected personal data of the Buyer to third parties.
7. The collection of collected personal data may only be made in the case of written consent or wish of the Buyer and at the request of authorized government bodies to the extent required by applicable law.
8. The Seller uses cookies in accordance with the law to collect the buyer's activity statistics. Cookies are stored on the buyer's computer and provide statistics about his activity. These data enable you to improve the quality of customer service by matching the offer according to your individual needs. Buyer has the right at any time to disable cookies in its web browser, however, knowing that disabling these files may interfere with the use of our web site.

Cookies that are stored on the buyer's computer store information about:

- viewed sessions
  - viewed products
9. Seller does not send advertising and promotional materials without Buyer's consent. Advertising and promotional materials are only sent upon receipt by the Buyer of the desire to receive such materials.
  10. Buyer's privacy is very important to the Seller. Buyers are asked to submit any questions or suggestions concerning privacy, including personal data, to the email address: [somasynthseu@gmail.com](mailto:somasynthseu@gmail.com).

## §9

### INTELECTUAL PROPERTY

1. Materials, specifications, photos published on the website somasynths.com, SOMA official Facebook page are owned by SOMA Laboratory and can be published by the Seller.

2. It is forbidden to use any published information on the aforementioned websites without the SOMA or Seller's written consent.

**§10**

**OTHER INFORMATIONS**

Any disputes between Buyers who are not Consumers within the meaning of the Civil Code and Seller will be settled by the Seller's competent court.