

FOR-TUNE STRINGS EUROPE SL

GENERAL CONDITIONS OF CONTRACT



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The following conditions shall only become effective between the parties when the seller has confirmed the order and sent the buyer all of the conditions set out above.

1- COVERAGE OF OUR PRODUCTS

FOR-TUNE STRINGS EUROPE SL operates through the website <http://www.fortunestrings.com> on the Spanish mainland, the Balearic and Canary Islands, Ceuta and Melilla. In addition, outside Spanish territory, specifically in: Albania, Andorra, Argentina, Armenia, Austria, Belgium, Bosnia and Herzegovina, Brazil, Bulgaria, Canada, Chile, Croatia, Cyprus, Czech Republic, Denmark, Ecuador, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Indonesia, Italy, Lithuania, Latvia, Liechtenstein, Luxembourg, Macedonia, Malaysia, Malta, Mexico, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Ireland, Romania, San Marino, Serbia, Singapore, Slovakia, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, United Kingdom, United States, Vatican City, Venezuela, Russia, Hong Kong, United States of America.

The use of this website as well as any purchase made on it, is considered to be made in Spain, and therefore subject to the Spanish laws and regulations in force, where applicable, without prejudice to the legislation that may be applicable according to the condition of the consumer.

2. CONTRACTING PROCEDURE. HOW CAN I SHOP ONLINE?

In order for you to access the products offered by FOR-TUNE STRINGS EUROPE SL and make a purchase, you must freely and voluntarily provide the personal data that will be required.

It is reported that in accordance with the requirements of art. 27 of Law 34/2002 of Services of the Information Society and Electronic Commerce, the contracting procedure will follow the following steps:

Once you have made your selection of services, adding them to the cart, the next step will be to process the order and make the payment.

Buying at <http://www.fortunestrings.com> is very easy. Just follow the steps below:

1. Click on the product you wish to select and add it to the shopping cart by clicking on "Add to cart".
2. Once you have selected the products you wish to buy, as well as the number of units and, -if applicable-, the discount code, click on "proceed to checkout".
3. You will then need to provide us with your personal and billing details. You can also log in to your user account or create an account. You also have the cart summary with the selected products, price, taxes, shipping costs. You can also add your discount coupon, if available.
4. Finally, before the "place order" button, you will see an informative clause on data protection. You must also read and accept these General Terms and Conditions, which govern the contracting process. You can download the General Terms and Conditions if you wish. Moreover, can also accept the sending of commercial information and the sending of the invoice in electronic format.

The prices applicable to each product, will be those published on the website, and applied automatically by the contracting process in the last phase of the same. In any case this will always be previously communicated to users.

For any information about the order, the user may contact customer service via email info@fortunestrings.com

FOR-TUNE STRINGS EUROPE SL reserves the right to modify its prices at any time. The products will be invoiced at the price in force at the time of purchase.

3. INFORMATION ABOUT THE PRODUCTS

The descriptions of the products offered on the website are based on the product catalogue of FOR-TUNE STRINGS EUROPE SL

The products presented on our website are a careful selection from our collection. We have taken special care to show the colours and characteristics of our products with great precision. However in those cases in which the images offered with the description of the product do not match exactly , the description of the product that is made in the purchase sheet or product details will always prevail. These cases will be exceptional since FOR-TUNE STRINGS EUROPE SL's intention is to always offer a true image of the product offered.

You will have the possibility to rate and comment on our product; to avoid offensive, violent, illegal, spam, etc, comments, these will be subjected to our validation. You will be solely responsible for the comments you leave on our website, not being responsible in any case FOR-TUNE STRINGS EUROPE SL of them, nor having any obligation to publish them.

Likewise, in order to guarantee more complete information, we will also indicate the existence or not of stock of the product as soon as possible. In the event that the product is not available after the purchase has been made, FOR-TUNE STRINGS EUROPE SL, will inform the User of the total or, where appropriate , partial cancellation of the order and the refund of the amount paid (shipping costs if any).

4. INFORMATION ABOUT THE PRICE

The price of each product will be as stated on our website at any given time. Whilst we try to ensure that all prices shown on the site are correct, errors may occur. If we discover an error in the price of any of the services you have ordered, we will inform you as soon as possible in order to resolve the problem.

Prices may change at any time, without affecting orders that have already been placed.

The prices indicated for each service will be expressed in Euro currency (€).

Unless otherwise stated, the prices of the products shown on our website include the legally applicable taxes (Spanish VAT).

The shipping costs and applicable taxes will appear broken down at the time of purchase, (payment screen) so that the user can know exactly what is the final price of the product and how it conforms.

5. SHIPPING COSTS

Shipping costs will be from 1 euro (€). They will be calculated according to the place of delivery.

6. OFFER AND ACCEPTANCE

The contracting procedure and pre-contractual information is in English and this language will be the one used to carry out the contracting. In the event that it can be carried out in another language, this will be indicated before starting the contracting procedure.

7. INFORMATION ABOUT THE PAYMENT METHODS

The payment of the price through the website is made at the time of purchase and FOR-TUNE STRINGS EUROPE SL will send you an email confirming the purchase and informing you of the expected date of receipt of the product.

FOR-TUNE STRINGS EUROPE SL declares that it does not have access to or store sensitive data relating to the means of payment used by the User, except those strictly necessary for the management of the payment. Only the corresponding financial institution processing the payment has access to this data for the management of payments and collections. Once the purchase process is completed, an electronic document is generated in which the contract is formalized and that the user can print.

FOR-TUNE STRINGS EUROPE SL reserves the right to cancel orders in accordance with these conditions.

What payment method can I use to make my online purchase?

Payment for the products offered by the entity may be made by:

Credit or debit card. Visa, Visa Electron 4B, MasterCard, Maestro, Amex. (No increase in the final price).

If your payment method is by credit card, by clicking on "Buy and proceed to payment" you are confirming that the credit card is yours. If you receive a notification that your card has been declined and you have verified that the card has not expired and that the information number associated with your card does not contain any errors, you should contact your bank in the first instance to find out what is the reason for the refusal or lack of authorisation.

Is it safe to enter my credit card information on the web?

As you can see in our security policy, our payment is secure using the means indicated. Our online shop has an SSL certificate that allows us to protect the banking information transferred in the purchase process using encryption methods. The confidential data of the payment by credit or debit card are transmitted directly and securely to the financial institution.

When making the payment through the secure payment gateway, the system will automatically verify that the credit card is activated for Secure E-Commerce. It will then connect to the issuing bank, which will request authentication and authorisation of the transaction.

My card has been refused, What can I do?

If you receive a notification that your card has been declined, you should first contact your bank to find out why. However, this can happen for a number of reasons:

1. The most common reasons why a payment is declined are related to payment security policies. When making the payment through the secure payment gateway, the system will automatically verify that the card is activated for Secure e-Commerce. It will then connect to the issuing financial institution, which will ask the buyer to authorise the transaction by means of a personal authentication code. The transaction will only take place if the credit card issuing bank confirms the authentication code and the card will then be charged. Otherwise, the transaction will be rejected.

2. The card may be out of date. Check that your card does not exceed the validity date.

3. Credit limits or funds hold may have been reached on your card to make purchases.

4. Incorrectly entered data. Check that you have filled in all the necessary fields with the correct information.

In any case, your bank is the only one that can provide you with the exact reason why a payment has been rejected.

My card has been used fraudulently. What should I do?

You must notify FOR-TUNE STRINGS EUROPE SL by e-mail or telephone of any undue or fraudulent charge on the card used for purchases on the website, as soon as possible, so that FOR-TUNE STRINGS EUROPE SL can take the steps it deems appropriate.

8. INVOICE INFORMATION

The company generates invoices in electronic format.

The invoice will be issued in the name of the natural person placing the order, so the User must ensure that the correct and complete details of the purchaser are entered.

Subsequent changes will not be possible.

FOR-TUNE STRINGS EUROPE SL warns that, in order to preserve the confidentiality of the data, duplicate invoices will only be issued to the contract holder. Duplicates will not be issued to third parties.

9. SHIPPING POLICY

Delivery time

The maximum delivery time for products is from 3 to 10 days, depending on the destination, from the time payment made in accordance with the chosen method of payment. If, for any reason, the order cannot be delivered within the established deadline, we will notify you of this circumstance as soon as possible.

It is possible to arrange another delivery date.

If the order is placed on Friday after 7 p.m. or on the weekend, the order will be shipped the following Monday.

In this case, we will contact you to inform you about the delay, giving you the option to cancel the order with the corresponding refund of the amount paid (shipping costs if any).

Delivery place

FOR-TUNE STRINGS EUROPE SL undertakes to deliver the product in perfect condition to the address indicated by you, which, in any case, must be within the Territory. In order to optimise the delivery process, the address you indicate must be an address to which delivery can be made during normal working hours.

In this way, **FOR-TUNE STRINGS EUROPE SL** assumes no responsibility when the delivery of the product does not take place as a result of the data provided by the user being **false, inaccurate or incomplete or when the delivery cannot be made for reasons beyond the control of the shipping company assigned for this purpose, such as the absence of the recipient, in these cases.**

Transfer of risk and property

Delivery is deemed to have taken place from the moment at which the product has been placed at the disposal of the User or a third party indicated by the User (other than the carrier) at the indicated place of delivery. The risk of the products (including, but not limited to, loss, damage or theft) shall pass to the User as soon as the product(s) have been placed at his disposal. However, in the event that it is the consumer and user who orders the transport of the goods or the carrier chosen is not one of those proposed by the entrepreneur, the risk shall pass to the consumer and user upon delivery of the goods to the carrier, without prejudice to his rights against the latter.

Delivery problems

If there is any discrepancy or problem with the order, you should contact FOR-TUNE STRINGS EUROPE SL through our email info@fortunestrings.com leaving us your personal details and order number reflecting the discrepancy or problem and we will contact you shortly to solve the incident.

10. RETURN POLICY

Right of Withdrawal

According to the provisions of Article 102 of Royal Legislative Decree 1/2007 of 16 November, which approves the revised text of the General Law for the Defence of Consumers and Users and other complementary laws, as a consumer/user, you have a maximum period of fourteen (14) calendar days from receipt of the product to withdraw from the purchase. However, it should be noted that if you are a legal entity, the right of withdrawal does not apply in accordance with the provisions of the regulation.

How to exercise your right of withdrawal of a product.

1. In order to cancel your order, you must send us an email to info@fortunestrings.com requesting the cancellation form.

2. The products must be returned in the same condition in which you received them, together with any related accessories.

3. Once you have completed the form, you must send us the products, together with the form, to the following address:

For-Tune Strings Europe SL

Serrat de la Rodonella 10

Urb. Les Guilleries

17406 Viladrau, Spain

4. You are responsible for proving that the items have been returned so we recommend that you always send your returns by a system that certifies delivery.

5. You will be responsible for the cost of returning the product.

6. Under no circumstances we will accept returns sent carriage forward.

Returns of wrong or defective products. Legal guarantee.

Regardless of the method of payment used by you, the refund will be made as soon as possible, but always within 14 days of receipt of the product in our warehouses. The right of withdrawal does not apply if the product has not been received as stated above. In the case of having made the payment by bank transfer, in order to make the return you must enclose in the return form an account number where you can make the payment.

If you have any doubts about the cancellation process, please contact us by e-mail at info@fortunestrings.com or by calling Customer Service at +34722569484.

Returns of wrong or defective products. Legal guarantee.

In the case of wrong products, in poor condition, or with any other defect or flaw, we will proceed to refund the full amount according to the same payment method chosen by the customer within a maximum period of 14 days from the request for the return of the product.

To do so, you can contact us via the e-mail info@fortunestrings.com within the legal period provided for in Royal Legislative Decree 1/2007, of 16 November, which approves the revised text of the General Law for

the Defence of Consumers and Users and other complementary laws. To make use of the guarantee, it is essential to keep proof of purchase. In addition, you must inform us of the error or defect together with your personal and order details. In any case, we inform you that you will have the right to repair or replace the product, as determined by the regulations.

Once we have checked that the products you are returning meet all the specifications of the Returns Policy, we will send you an email informing you that the return has been accepted. To return the product, you must follow the instructions indicated in the return policy.

In case of doubt, the User can contact us by email at info@fortunestrings.com.

11. CONFLICTS RESOLUTION

Applicable Law and jurisdiction

The relationship between FOR-TUNE STRINGS EUROPE SL and the Consumer and User shall be governed by the current Spanish legislation. In accordance with the provisions of Article 90.2 of the TRLGDCU, all disputes and claims arising from this legal notice shall be resolved by the Courts and Tribunals of the consumer's domicile.

Out-of-court conflict resolution

In accordance with the provisions of Article 14.1 of Regulation 524/2013 of the European Parliament and of the Council of 21 May 2013 on the settlement of online consumer disputes, consumers and users are informed that in the event of a dispute they may seek out-of-court online dispute resolution.

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=ES>

Complaint forms

If you wish to fill a complaint, we inform you that we have complaint forms at your disposal that you can request by e-mail: info@fortunestrings.com.

The complaint form can be submitted to the Municipal Consumer Information Office (OMIC) closest to your home, or to the Directorate General for Trade and Consumer Affairs (Dirección General de Comercio y Consumo). It is advisable to attach any document (contract, invoice, quote, etc.) that may serve as proof of the claim.

12. UNDER AGE USERS

FOR-TUNE STRINGS EUROPE SL directs its services to users over 18 years of age. Minors under this age are NOT authorized to use our services and should not, therefore, send us their personal data. We inform you that, should such a circumstance arise, FOR-TUNE STRINGS EUROPE SL is not responsible for the possible consequences that may arise from the non-compliance with the notice established in this clause.

13. INTELLECTUAL PROPERTY CLAIMS

FOR-TUNE STRINGS EUROPE SL respects the intellectual property rights of third parties. If you believe that your intellectual property rights have been infringed, please notify us of this incident by email: info@fortunestrings.com.

14. SECURITY POLICY

FOR-TUNE STRINGS EUROPE SL has contracted an SSL certificate for its website.

An SSL certificate protects all personal and confidential information that can be handled on a website, regardless of the information that is being transmitted, for example, from any of the contact forms on the website to the server, or the data entered for the subscription of newsletters or access to protected areas, etc.

The website address will appear in green, activating the "https" protocol that allows secure connections from a web server to the user's browser.

15. SPECIFIC TERMS AND CONDITIONS.

Organising entity

The website visited is the property of FOR-TUNE STRINGS EUROPE SL with registered office at C/ SERRAT DE LA RODONELLA Nº 10, 17406, VILADRAU, GIRONA.

You can contact the OWNER by any of the following means:

Telephone: +34722569484

Contact e-mail: info@fortunestrings.com

ACTIVITY/ SECTOR OF THE ENTITY:- Online sale of musical strings

What the discount coupons consist of?

Discount coupons are promotional offers that allow a partial or total discount on the price of the order or product. Coupons apply only to products and not to shipping costs.

Discount coupons may have some additional restrictions or limitations (e.g. a limited number of coupons, or a certain redemption period). In such cases, these additional conditions can be found in the text accompanying the coupon. If the discount coupon is no longer valid at the time of booking, you will be informed before payment is made.

Place and date_

Discount coupons may be applied at specific locations and users, to specific products and on specific dates. The conditions of each campaign will be provided together with the distribution of the discount coupon.

How to participate

For discount coupons promoted by the company, the general terms and conditions of business on this website apply together with the specific terms and conditions of each of the coupons.

In order to take advantage of your discount, you must enter the redemption code on the Payment and Shipping screen and select "Click here to enter your code" before paying the remaining amount for the order.

It is very important to always refer to the applicable terms and conditions for full details or requirements of the coupon or offer.

- Discount coupons are for personal use only and are not transferable and may not be used by third parties, except in the case of exceptions indicated in the Specific Conditions.
- Anyone using discount coupons must be 18 years of age or older.
- Discount coupons cannot be combined with other promotions of the organiser.
- Only one discount coupon can be used per order and per shopping cart.
- Coupons are non-refundable, must be used on a single purchase of one or more products purchased through this website and cannot be redeemed for cash.
- Discount coupons can be used for payment above a certain minimum purchase amount, taking into account the final sale price (including VAT), excluding shipping costs.
- In the event that the amount of the discount coupon does not cover the final sale price (including VAT), you must pay the difference, which will only be possible using the means of payment indicated in section 7 of the General Terms and Conditions of Sale. "Information on means of payment".
- In the event that the coupon has a higher value than your order, the difference will not be refundable, nor can it be accumulated for a subsequent order. Therefore, if you do not use the full value of the discount coupon in the order, you will lose the difference.
- Discount coupons are valid for the purchase of a specific selection of products or at a specific time and will expire if they have not been used after the period of validity of the coupon.
- It is not permitted to sell, trade or purchase discount coupons without the express permission of FORTUNE STRINGS EUROPE SL.

Error messages

1.If a coupon has been used in previous purchases, an error message will be displayed indicating this.

2.If when you try to redeem a coupon you see a message stating that it cannot be applied to the order you are trying to process, this may be due to the following reasons:

- The coupon has not been redeemed.
- The coupon has expired.
- The coupon has been entered incorrectly.
- The item you wish to purchase does not comply with the stipulated conditions.