

MAPLE VIOLINS.

Terms of Business

Definitions

In these Terms of Business the following expressions shall where the context so admits have the following meanings respectively

Buyer means the Buyer of an Instrument from a Seller through the agency of Maple Violins

Completion means the unconditional completion of a Transaction

Completion Date means the date on which a Transaction has unconditionally completed

Escrow Account means a bank account designated by Maple Violins to which the purchase price, VAT and ancillary expenses are payable by a Buyer in connection with a Transaction

Instrument means a violin or other musical instrument and/or a bow for playing the same, as specified in any Transaction

Maple Violins means Thomas Frederick Palmer trading as Maple Violins

Seller means an undisclosed seller of an Instrument through the agency of Maple Violins

Transaction means the sale and purchase of an Instrument

Trial Window means a period of thirty two days beginning on the date of receipt of an Instrument by a Buyer and ending on the thirty second day after that date

Terms applicable to Buyers:

1. Maple Violins acts at all times as agent for the Seller. Unless otherwise agreed sales of Instruments result in contracts made between the Seller, through the agency of Maple Violins, and the Buyer.

Trial Window

1. Our standard fees. Written reports and opinions provided by Maple Violins are given in good faith and are expressions of opinion only. Maple Violins shall not be liable to the Buyer for any statements made in such reports which may subsequently be found to be inaccurate or incomplete. Nor shall any reports or

opinions of Maple Violins be used to settle any disputes between the Buyer and third parties in which Maple Violins has no involvement.

2. On payment by the Buyer to the Escrow Account the Instrument will be shipped by the Seller to Maple Violins so that it can be physically inspected for any outstanding issues not noted by the Seller. Full independent condition reports, certificates of attribution, insurance certificates and any other reports requested by the Buyer can be requested at this stage and will be charged at the advertised rate..

3. Once Maple Violins are satisfied that the Instrument meets the description as listed we will send it to the Buyer for trial. The Trial Window will start on receipt of the item by the Buyer.

4. During the Trial Window Maple Violins will insure the Instrument on behalf of the Seller at a figure not less than the Transaction price unless otherwise agreed in writing.

5. Insurance during shipping is covered in the shipping fee which is not refundable or optional.

6. Neither Maple Violins nor the Seller will be liable for any costs relating to third party expertise, restoration or scientific testing, nor any other related costs incurred by the Buyer during the Trial Window regardless of whether the Instrument is returned.

7. Any restoration or alteration of the Instrument by the Buyer whilst in their possession or that of a third party authorised by the Buyer and including during the Trial Window will be taken as acceptance of the Instrument under every circumstance and regardless of timescale. PLEASE DO NOT ALTER OR REPAIR AN INSTRUMENT UNTIL YOU ARE ABSOLUTELY SURE YOU WISH TO PROCEED WITH THE PURCHASE. Exceptions include replacement accessories such as bridge, strings, tailpiece and pegs only and then only with the prior written agreement of Maple Violins and the Seller. Please retain the originals in each case which the Seller is entitled to request that these be restored onto the Instrument in the condition it was sent.

8. Title to the Instrument shall pass on the earliest of:

(a) Written acceptance of the Instrument by the Buyer; (b) Any work carried out to the Instrument by the Buyer during the Trial Period which has not been agreed in writing by Maple Violins; and (c) Expiration of the Trial Window, the Buyer not having returned the Instrument strictly in accordance with these Terms before such expiry.

9. Returns are not accepted after expiry of the Trial Window

10. Subject to these Terms the Buyer is entitled to a full refund of the purchase price and any VAT if the Buyer is not for any reason satisfied with the Instrument and returns it to Maple Violins within the Trial Period in accordance with these Terms.

11. Monies held in the Escrow Account shall remain the property of the Buyer until the first to occur of the events set out in clause 8.

12. A Transaction shall be deemed to have been completed on the earliest of the dates referred to in clause 8. On Completion Maple Violins shall be entitled to take the purchase price and any VAT together with any remaining costs from the Escrow Account and to account to the Seller.

13. Maple Violins shall be entitled to take from the Escrow Account any sums paid by the Buyer in respect of shipping, admin fee and any other agreed fees and expenses in order to defray these costs irrespective of the outcome of the Transaction.

14. Shipping costs will be paid by Maple Violins including insurance whilst in shipping. These costs will be passed to the Buyer and are non-refundable under any circumstances. Insurance (covered in the admin fee) during the Trial Window will also be paid by Maple Violins and passed to the Buyer and is non refundable under any circumstances. If the Buyer has their own insurance cover, insurance by Maple Violins may be waived (and the admin fee reduced accordingly) whilst in the Buyer's care during the Trial Window. Proof of insurance policy and policy number must be provided in this instance and the Buyer shall be responsible for any damage. In this case the Buyer will be responsible to pay the cost of any loss or damage to the Seller.

Importation into a Buyer's destination country

15. The Buyer's inability to import any Instrument into his destination country as a result of Government economic sanctions or other restrictions shall not justify cancellation or rescission of the sale or any delay in payment. The Buyer must satisfy himself before payment as to whether an Instrument is subject to such import restrictions, or any other restrictions on importation or exportation.

Export and Permits

16. It is the Buyer's sole responsibility to identify, obtain, and purchase any necessary export, import or other permit for the Instrument. If the Buyer requests Maple Violins to apply for a licence on his behalf, Maple Violins shall be entitled to recover all disbursements and out of pocket expenses in relation to such application, together with any relevant VAT. Maple Violins will not be obliged to refund any interest or other expenses incurred by the Buyer where payment is made by the Buyer despite the fact that an export licence is required.

Extent of Liability

17. Neither the Seller nor Maple Violins, nor any of our employees or agents, are responsible for the correctness of any statement as to the authorship, origin, date, age, attribution, genuineness or provenance of any Instrument nor for any other errors of description or for any faults or defects in any Instrument. Neither the Seller, nor Maple Violins or its employees or agents give any

guarantee in respect of any Instrument. Any warranty of any kind whatsoever is excluded by this clause.

18. Any claim against Maple Violins or the Seller by a Buyer is limited to the purchase price with regard to that Instrument. Neither Maple Violins nor the Seller shall under any circumstances be liable for any consequential loss.

Refund in the case of Forgery

19. Subject to the provisions of this clause, and clauses 21 to 24 inclusive, a sale will be cancelled, and the amount paid refunded to the Buyer if an Instrument sold through Maple Violins is proved to the reasonable satisfaction of Maple Violins to be a forgery. We shall not however be obliged to refund any amounts if either (a) the description of the Instrument on our website corresponded to the generally accepted opinion of scholars or experts at the relevant time, or fairly indicated that there was a conflict of opinions; or (b) it can be demonstrated that the Instrument is a forgery only by means of either a scientific process not generally accepted for use until after the Instrument was listed on our website or a process which at the date of listing was unreasonably expensive or impracticable or likely to have caused damage to the Instrument.

20. Furthermore, the Buyer should note that this refund can be obtained only if all the following conditions are met: (i) the Buyer must notify us in writing, within three months of the Transaction, that in his view the Instrument concerned is a forgery; and (ii) before returning the Instrument, the Buyer must produce evidence satisfactory to Maple Violins (acting reasonably) that the Instrument is a forgery; and (iii) the Buyer must be able to transfer good title to us, free from any third party claims.

Within 14 days of these conditions having all been met, the Buyer must return the Instrument to us in the same condition as it was when it left our care.

21. In no circumstances shall we be required to pay the Buyer any more than the amount paid by him for the Instrument and the Buyer shall have no claim for interest.

22. The benefit of clauses 21 - 24 is not capable of being transferred, and is solely for the benefit of the person to whom the original invoice was made out by us in respect of the Instrument when sold and who, since the sale, has remained the owner of the Instrument without disposing of any interest in it to any third party.

23. Maple Violins shall be entitled to rely on any scientific or other process to establish that the Instrument is not a forgery, whether or not such process was used or in use at the date of the Transaction

Terms applicable to Sellers

1. The terms set out in this part apply to a Seller whose Instrument has been accepted as suitable for sale by Maple Violins.
2. The Seller agrees that Maple Violins will have the sole selling rights to an Instrument listed on its platform and the Instrument will not be listed on any other site/place/shop/forum or other sale medium. If the Instrument is found for sale in another location and at a cheaper price, Maple Violins reserves the right to drop the price of the Instrument to the same level and/or withdraw the Instrument from sale, charging the full fee payable to Maple Violins as if the item had been sold at the advertised price.
3. The Seller agrees to list the Instrument on Maple Violins' platform for a period of three months although the Instrument may remain on the site for as long as both Seller and Maple Violins are happy for it to do so. Withdrawing an Instrument before the minimum three months period will incur an early withdrawal fee of 75% of the notional fee (the money charged if the Instrument had sold at the advertised price). A Seller shall not be entitled to withdraw during a Trial Window.
4. Maple Violins may withdraw an Instrument from sale at any point and without reason or obligation to the Seller. If the Seller does not agree to ship the Instrument to Maple Violins once it has been sold to a Buyer (before the Trial Window) the Seller will be liable for 100% of the notional fee (the fee which would have been payable had the Instrument been sold at the advertised price) to Maple Violins.
5. The Seller will provide Maple Violins with accurate photographic evidence of the Instrument, and with all information and documentation (if any) regarding the history, provenance, condition, state of repair, historic repair and playing condition of the Instrument as is known to or ought reasonably to be known to the Seller.
6. Maple Violins will make no charge for listing the Instrument for sale on its website and will use all reasonable endeavours to procure a sale of the Instrument. Maple Violins has the absolute right to refuse to offer an Instrument and to withdraw an Instrument from sale at any time.
7. Maple Violins will offer the Seller its opinion on value, this is advisory only but Instruments considered by Maple Violins to be overvalued may not be accepted.
8. If an Instrument is returned by the Buyer during the Trial Window, the Seller will have zero costs, unless otherwise agreed and Maple Violins will return the Instrument.
9. Maple Violins' standard commission will be 20% of the sale price plus VAT.
10. Where Maple Violins receives an Instrument which in its reasonable opinion needs some restoration to be put in playing condition, Maple Violins will obtain an estimate of costs, and (unless it is agreed that the Instrument will be sold as not being in playing condition) the cost of restoration shall with the prior

agreement of the Seller be added to the commission.

11. Property in and title to the Instrument shall remain with the Seller at all times until a Transaction for the sale of the Instrument has been concluded. Maple Violins shall (unless otherwise agreed with the Seller) maintain insurance of the Instrument for a sum agreed to be the estimated value of the Instrument for the period commencing when the Instrument has been collected by or delivered into the possession of Maple Violins, and ending when the net sale proceeds are remitted to the Seller, or the Instrument is returned to the Seller unsold. The cost of such insurance shall be paid by the Buyer.

12. The Seller warrants to Maple Violins:

(a) that the Seller is the sole legal owner of the Instrument free of any third party rights or claims; (b) the Seller has complied with all requirements, legal or otherwise relating to any export or import of the Instrument and has notified Maple Violins in writing of any failure by third parties to comply with such requirements in the past; (c) the Seller has notified Maple Violins in writing of any material alterations to the Instrument of which the Seller is aware and of any concerns expressed by third parties in relation to the ownership, condition or attribution of the Instrument. (d) that no statements (including omissions) about the Instrument are known by or ought reasonably to be known by the Seller to be inaccurate or misleading, including undisclosed major repairs known to the Seller, the forgery of supporting documentation, deliberate mis-attribution, supplying a different instrument to the one pictured & described or any other such act or omission.

13. The Seller will indemnify Maple Violins and/or the Buyer in full on demand against all claims, costs or expenses incurred by us or the Buyer as a result of any breach of the warranties set out in clause 12, whether arising in relation to the Instrument or the proceeds of sale.

14. Maple Violins may suggest alterations to the description of the Instrument at any time prior to sale. While these are not mandatory, Maple Violins will have complete discretion to refuse any Instrument it believes to be misrepresented in any way.

15. Maple Violins will pay the Seller the net sale proceeds (after deducting commission, VAT and any other agreed costs) within 5 days after the Completion Date. Payment will be made in sterling unless the Seller instructs otherwise in writing. If the Seller requires payment other than in sterling, Maple Violins shall charge the Seller for any currency conversion costs and bank transfer fees incurred. Sale proceeds will be calculated at the rate of exchange quoted to us by HSBC, prevailing on the day of the payment. Our certificate as to such rate will be conclusive.

16. In the event of a return during the Trial Window, the Seller is entitled to the return of the whole of the Instrument in the condition it was sent without any costs.

Photographs and Illustrations

17. Maple Violins shall have the right (on a non-exclusive basis) to photographs, video or otherwise produce an image of the Instrument. All rights in such images will belong to Maple Violins, and we shall have the right to use it in whatever way we see fit.

VAT

18. The Seller will give all relevant information about his VAT status and that of the Instrument to ensure that the correct information is made known to Buyers. If Maple Violins incurs any unforeseen cost or expense as a result of the information being incorrect, the Seller will reimburse to us on demand the full amount incurred.

Conditions Applicable to both Buyers and Sellers

Copyright

1. The copyright in all images, illustrations and written material relating to an Instrument is and shall remain at all times the property of Maple Violins and shall not be used by the Buyer nor anyone else without our prior written consent. Where the Seller provides the text, photographs and illustrations for publication the Seller warrants that use is authorised by the copyright owner and indemnifies Maple Violins against claims and costs arising from wrongful use.

Notices

2. Any notice given under these Conditions is to be in writing and, if given by post, will be taken to have been received by the addressee on the second working day after posting or, if the addressee is overseas, on the fifth working day after posting. Notice may also be given by email and shall be deemed to have been received on the next working day after transmission.

Severability

3. If any part of these Conditions of Business is found by any court to be invalid, illegal or unenforceable, that part may be discounted and the rest of the conditions shall continue to be valid and enforceable to the fullest extent permitted by law.

Law and Jurisdiction

4. These Conditions of Business are subject to English law, which shall apply to their construction as well as to their effect. The Seller and the Buyer submit to the exclusive jurisdiction of the English courts.

Data Protection

5. In connection with the management and operation of our business and the marketing and supply of services, or as required by law, we may ask clients to provide personal information about themselves or obtain information about clients from third parties (e.g., credit information). If clients provide Maple Violins with information that is defined by law as “sensitive”, they agree that we may use it for the above purposes. Maple Violins will not use or process sensitive information for any other purpose without the client’s express consent. If you would like further information, would like to make corrections to your information or would prefer not to receive details of future events, please contact us: +44 (0)2086764123/info@mapleviolins.com. In order to fulfil the services clients have requested, Maple Violins may disclose information to third parties (e.g., shippers). Some countries do not offer equivalent legal protection of personal information to that offered within the UK. It is our policy to require that any such third parties respect the privacy and confidentiality of our clients’ information and provide the same level of protection for clients’ information as provided within the UK, whether or not they are located in a country that offers equivalent legal protection of personal information. By agreeing to these Conditions of Business, clients agree to such disclosure.

Privacy Policy

6. Maple Violins are committed to protecting and respecting your privacy.

7. This policy (together with our terms of use and any other documents referred to on it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

8. For the purpose of the Data Protection Act 1998 (the Act), the data controller is Thomas Frederick Palmer of 7 Gannet Court Croxted Road West Dulwich SE218RJ.

Information we may collect from you

9. We may collect and process the following data about you:

(a) Information that you provide by filling in forms on our site www.mapleviolins.com (our site). This includes information provided at the time of registering to use our site, subscribing to our service, posting material or requesting further services. We may also ask you for information when you report a problem with our site. (b) If you contact us, we may keep a record of that correspondence. We may also ask you to complete surveys that we use for research purposes, although you do not have to respond to them. (c) Details of your visits to our site and the resources that you access.

IP addresses and cookies

10. We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.

11. For the same reason, we may obtain information about your general internet usage by using a cookie file which is stored on the hard drive of your computer. Cookies contain information that is transferred to your computer's hard drive. They help us to improve our site and to deliver a better and more personalised service. They enable us: (a) To estimate our audience size and usage pattern. (b) To store information about your preferences and so allow us to customise our site according to your individual interests; (c) To speed up your searches; and (d) To recognise you when you return to our site.

12. You may refuse to accept cookies by activating the setting on your browser which allows you to refuse the setting of cookies. However, if you select this setting you may be unable to access certain parts of our site. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you log on to our site.

13. Please note that our advertisers may also use cookies, over which we have no control.

Where we store your personal data.

14. The data that we collect from you may be transferred to, and stored at, a destination outside the UK. It may also be processed by staff operating outside the UK who work for us or for one of our suppliers. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

15. All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted using appropriate technology. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

16. Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

17. We may ask for additional personal data from you for the specific purposes of verifying your identity. If this data is requested we will ensure all additional data is deleted after a period of 35 days.

Uses made of the information

18. We use information held about you in the following ways: (a) To ensure that content from our site is presented in the most effective manner for you and for your computer; (b) To provide you with information, products or services that you request from us or which we consider may interest you, where you have consented to be contacted for such purposes; (c) To carry out our obligations arising from any contracts entered into between you and us; (d) To allow you to participate in interactive features of our service when you choose to do so; and (e) To notify you about changes to our service.

19. We may also use your data, to use your data, to provide you with information about goods and services which may be of interest to you and we or they may contact you about these by post email or telephone.

20. If you are an existing customer, we will only contact you by electronic means (email WhatsApp or SMS) with information about goods and services similar to those which were the subject of a previous enquiry by you.

21. If you are a new customer, and where we permit selected third parties to use your data, we (or they) will contact you by electronic means only if you have consented to this.

22. If you do not want us to use your data in this way, or to pass your details on to third parties for marketing purposes, please tick the relevant box situated on the form on which we collect your data.

Disclosure of your information

23. We may disclose your personal information to third parties: (a) In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets; (b) If Maple Violins is acquired by a third party, in which personal data held by it about its clients will be one of the transferred assets; and (c) If Maple Violins are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use and other agreements; or to protect the rights, property or safety of Maple Violins or its clients or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

Your rights

24. You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data. You can also exercise the right at any time by contacting us at info@mapleviolins.com.

25. Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies.

Please check these policies before you submit any personal data to these websites.

Access to information

26. The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request is free of charge in accordance with GDPR regulations.

Changes to our privacy policy

27. Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by email.

Contact

28. Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to info@mapleviolins.com