



## TERMS AND CONDITIONS

**LENGTH OF CONTRACT:** This contract begins and ends on the dates noted on the front of this contract. The Limited Warranty issued by the manufacturer and/or seller of the instrument you purchased covers any repairs of your product during the period in which it is in effect.

**WHAT IS COVERED:** If your acoustic piano fails during the term of this contract, we will repair it, or at our option, replace it with the same or substantially equivalent model. This agreement covers the parts and labor necessary to restore your product to normal operating condition unless the failure is expressly not covered below.

**HOW TO OBTAIN SERVICE:** To obtain service on your instrument, write, phone, fax or otherwise contact KeyArts Piano of Houston, 14703 Sugar Plum Ln, Houston, TX 77062. 281-488-2055; Email: KeyArts@att.net or current email address or Fax number on the website: www.KeyArtsPianoHouston.com.

### WHAT IS NOT COVERED:

1. This contract does not cover:
  - A. damage that is not a direct result of defective workmanship or materials;
  - B. damage caused by abuse, misuse, negligence or accident, exposure to environmental conditions such as extremes in temperature or humidity, and act of God, or the use of inappropriate parts or modifications to the instrument;
  - C. normal maintenance work such as tuning, voicing, regulation, and results of normal wear.
2. This contract does not cover any repairs if your instrument has been used commercially or institutionally, or if the serial number of your instrument has been altered, modified, removed or destroyed, or if service has been performed on the instrument by a KeyArts Houston unauthorized technician.
3. KeyArts Houston shall not be responsible for any loss or damage resulting from delay in rendering service under this contract. IN NO EVENT SHALL KEYARTS HOUSTON BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

**TRANSFERABILITY:** This contract may not be transferred by you.

### CANCELLATION:

1. You may cancel this contract at any time for any reason. Your notice of cancellation must be received in writing. Mail notice of cancellations to the address indicated in the "How to Obtain Service" section of this contract, and if no claims have been made under the contract, we will refund to you the full price paid (less a cancellation fee of 10 percent of the contract price, or \$25.00, whichever is less).

Under all other circumstances, if your written notice of cancellation is received prior to the expiration date and no claims have been made under the contract, we will refund to you the contract price for the remaining months of coverage on a monthly prorated basis (less a cancellation fee of 10 percent of the contract price, or \$25.00, which ever is less). If your written notice of cancellation is received prior to the expiration date and claims have been made under this contract, we will refund to you the contract price for the remaining months of coverage on a monthly prorated basis (less a cancellation fee of 10 percent of the contract price, or \$25.00, whichever is less) less the retail value of any services performed or parts furnished under this contract.

2. Keyarts Houston shall have the right to terminate this contract without liability if your instrument has been used commercially or institutionally, or if the serial number of your instrument has been altered or removed without KeyArts written consent or if the instrument has been adjusted, serviced, or repaired by any person other than an authorized technician. Otherwise, Keyarts Houston shall not terminate this contract except for nonpayment.

**RENEWAL:** This contract is not automatically renewable. If a renewal contract is offered by KeyArts Houston, the contract price will reflect the age of the instrument and the current service costs at the time of renewal.

**ENTIRE AGREEMENT:** This contract sets forth the entire agreement between you and KeyArts Houston and cannot be modified in any way except by an agreement in writing between you and KeyArts Houston.