

My name is hannah and I am "The Oboe Fairy" 😇

The information in this document is beneficial to the understanding of my trial process and business model. That said, if you have questions or would like any clarifications, please let me know – we're only a call or email away. I will address all of your questions objectively with 56 years of music experience in my background.

#### My business is mission based, dedicated to the promotion of music and its legacy through education.

I work hard to make sure you are absolutely thrilled throughout your *hannahsoboes* experience, and I am confident that my instruments will exceed your expectations. With the largest oboe/EH inventory in the country, a sense of quality that I proudly stand by, and a trial process designed to be easy and convenient for you, it is my goal to provide you an exceptionally positive experience.

The links below offer objective information for persons in the process of purchasing an oboe/EH, as well as providing general oboe/EH knowledge from renowned individuals. They are wonderful resources for an oboe/EH player.

Description	Link
<b>Buying and maintaining an Oboe or English Horn</b> Martin SCHURING, Professor of oboe at ASU	http://www.public.asu.edu/~schuring/Oboe/instruments.html
Why would anybody want to play the oboe? A wonderful introduction to oboe with Hugh Downs as the narrator	https://youtu.be/QSAllHtkaa0
Presented by: The United States Army Field Band	https://youtu.be/jNaS_jy3_eI
Learn about the Oboe with John Ferrillo Presented by: John Ferrillo, Principal Oboe, Boston Symphony Orchestra	https://youtu.be/ZueUUk4OjeY



## Availability and Pricing of Instruments

- Instruments are subject to prior sale, first come first serve basis
   If you have received an inventory listing you may see an asterisk \* marked next to an
   instrument, this denotes that the instrument is currently "On Trial" and may be available for you
   to evaluate upon its return. If you are interested in an instrument that is "On Trial" let us know,
   we'll check to see if we can hold the instrument for you
- Regular Prices listed are for Payment by Credit Card/PayPal
- Discount Prices noted are for payment by check/cash/financed through First Mutual
- No deposit is necessary to try instruments for a week
- All sales are final

### **Payment Options**

- Credit Card / PayPal
- Check
- Financing

Available with an approved credit application -please secure before requesting instruments. Please refer to my website for more information - <u>http://www.hannahsoboes.com/financing/</u> To access the application specific to 'hannahsoboes', please enter dealer code #514

### Trial and Shipping Information

The trial is **7** days from receipt of instruments. I will make the trial easy and comfortable for you! I ship up to four Oboes or three English Horns in one sampling. For trials that include the Fox 330 I limit the quantity to 2x oboes of this specific make and model; a total of 4 oboes may still be shipped. Shipping is paid for by customer (both ways) whether or not an instrument is purchased at the end of the trial. I take a credit card to formalize the trial prior to shipping. **I ship only by Federal Express. I will provide you a return label.** 

It is my pleasure to pay for shipping insurance privately both ways. I keep the shipping expenses as low as possible. I pass on Fed Ex discounted shipping to my clients.

Prior to shipment, <u>all</u> instruments undergo complete servicing and regulating by an oboe specific repairman to ensure they are at their very best before they go out on trial.

If you feel an extension of your instrument-trial is needed contact Hannah prior to your trial's end date to see if such an accommodation can be made. If a trial extension is granted the terms of the extension will be outlined shortly after your request.

### Warranty- General Information

#### **Used Instruments**

Used instruments: hannahsoboes is pleased to announce a one-year from date of purchase - minor crack (no joint replacement on used) and mechanical default maintenance warranty- offered on all used instruments purchased.

#### **New Instruments**

New instruments also have a hannahsoboes one-year crack and mechanical default warranty. Please check with hannahsoboes for specifics on individual factory warranties. If the oboe/EH requires servicing at the designated factory, there are additional associated fees paid for by the owner (shipping, customs).

#### New and Used Instruments

I will cover all parts and labor. Buyer pays for round trip shipping to servicing to my technician Jason Onks, Smyrna, TN. Damage from key tarnish, mishandling (bent/broken keys), misuse, rust, accident, theft, loss, negligence (leaving the instrument in a hot vehicle, near a source of cold air etc.) are not covered by the warranty. Please contact me for questions.

After purchase modifications/servicing at a shop not authorized by hannahsoboes during the warranty coverage **voids** the warranty.



# \*The agreement below will be included with your trial

### Instrument Trial Agreement & Agreement to Purchase

This Agreement states the terms upon which hannahsoboes. LLC, dba "The Oboe Fairy", will ship the instrument(s) described in the attached Trial Inventory to **(Your Name)** [hereafter "you"] at **(Your Address)** on a Trial Basis and also states the terms upon which you may make purchases. You will be deemed to have accepted these Trial Basis and purchase terms when you receive and accept the package from us containing the item(s) sent to you for Trial. Receiving that package by direct mail or delivery, or through a courier, agent or other third person on your behalf, constitutes acceptance of the terms of this Agreement.

1. All instrument(s) have received a complete servicing and the condition of each instrument is stated in the Trial Inventory which is attached.

2. Enclosed in the shipping carton with the instrument(s) you will find a goodie bag, accessory bag and charts, which are complimentary with purchase.

3. You are responsible for all shipping costs unless specified otherwise. (Shipping Cost)

4. Your Trial period is seven (7) days from your receipt of the shipping carton. You agree to pack any instrument(s), equipment or supplies which you are not purchasing into the shipping carton and deliver the carton to a FedEx Office for shipping back to us within the seven days. Please use the enclosed FedEx label to ship the carton back to us. You may drop the carton off at a FedEx Office Print Center or other FedEx location with FedEx employees. (Please do NOT drop the carton off at a Walgreens or other location that does not have FedEx staff.)

5. If you make a purchase, your payment is due within ten (10) calendar days from the end of the Trial period. If you pay by check, the check should be for the full amount of the items you are purchasing (as stated in the Trial Inventory), plus the roundtrip shipping cost specified above. Please make your check payable to THE OBOE FAIRY and place it in the shipping carton which you are returning to us. If you wish to pay by credit card, please call us.

6. Upon receipt of payment, we will send you a Bill of Sale, which will include the purchase price for each item purchased.

7. If you decide not to make a purchase, the only payment due is for the roundtrip shipping.

> 8. If any of the items in the Trial Inventory are not returned to us in the manner stated above, we may, at our option, consider those items to have been purchased by you. We may then take appropriate steps to obtain payment for those items.

9. This Agreement contains the entire Agreement between the parties and supercedes all other Agreements, emails, discussions or other communications between the parties. This Agreement may only be modified by an Agreement in writing signed by both parties.

10. A facsimile signature or other reliable electronic copy of this signed Agreement will be valid for all purposes. In lieu of a physical signature, this Agreement may be accepted by either party through email confirmation. If either party accepts this Agreement by email, that email will represent only the party's acceptance of this Agreement and the substance and terms of that email will not be part of this Agreement.

11. Each party has read and understood the terms of this Agreement and neither party has entered into this Agreement as a result of coercion or undue pressure.

12. In the event a dispute arises concerning this Agreement, either party may request that a resolution be attempted through voluntary mediation. If mediation is unsuccessful, or if either party refuses to mediate, then either party may request arbitration or file litigation. The exclusive jurisdiction for the resolution of all disputes under this Agreement is Arizona. The exclusive venue for all disputes under this Agreement is Maricopa County, Arizona. The Arbitrator or Court may award attorney's fees and costs in a reasonable amount to the prevailing party. Any Arbitration Award or Judgment may be entered in the Courts of the appropriate jurisdiction for enforcement.

13. By entering into this Agreement each party submits to the jurisdiction of the Superior Court of Maricopa County, Arizona.

14. This Agreement will be construed and interpreted under the laws of Arizona.