

***SOUNDBOKS***

# SOUNDBOKS

B2C Terms and Conditions

**TERMS & CONDITIONS FOR SALES TO CONSUMERS**

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Last Modified Date: November 11, 2022

**1. SCOPE OF APPLICATION**

The following terms and conditions ("**Terms**") govern the purchase of products (the "**Products**") by you in our webshop, located at <https://www.soundboks.com> and its sub-domains ("**Webshop**"). Together with your order and our acceptance and our confirmation of the order, these documents will constitute a Purchase Contract.

These Terms also apply to orders placed directly with Soundboks through other channels, such as e-mail or telephone. In such case the order will be confirmed by us by e-mail. The provisions of these Terms that are solely related to purchases through our Webshop are in such case not applicable.

These Terms are only applicable to consumers (physical persons), who purchase our Products predominantly for private, non-business use. In case of commercial use, our B2B terms apply. In case the purchased Product is used for rental activity, either by a consumer or by a commercial business, our specific terms and conditions for rental activity apply.

These terms are available in English and in the other languages indicated in our [help center](#). Please contact our Customer Service if you need a translation into other languages.

The owner and operator of the Webshop is:

Europe:

SOUNDBOKS ApS

Esromgade 15, 1

2200 Copenhagen

Denmark

Phone: +45 42656340

E-mail: [info@soundboks.com](mailto:info@soundboks.com)

North America:

SOUNDBOKS INC

1725 Berkeley Street

Santa Monica, CA 90404

USA

Phone: +1 (310) 774-0480

E-mail: [info@soundboks.com](mailto:info@soundboks.com)

SOUNDBOKS (“hereafter “SOUNDBOKS” or “We”) is the seller of the Products. The legal entity acting as the seller in transactions with consumers outside of Europe and North America is specified in the order confirmation.

By placing an order in the Webshop and checking the tick box that confirms your acceptance of these Terms, or by placing an order by e-mail or by telephone, you agree that these Terms apply, together with our Privacy Policy and our Website Use Terms, and you agree that you fully understand these Terms and all other contractual information in the English language. In case of a conflict between these Terms and the Website Use Terms, these Terms shall prevail. We advise you to download these Terms or to make a print of these.

## 2. NOTIFICATIONS AND CHANGES TO THE TERMS

### 2.1 Notifications

Your acceptance of these Terms constitutes your consent to SOUNDBOKS providing notifications, whether such notifications are required by law or are for other purposes, to you via e-mail notice, written or hard copy notice, or through posting of such notice on our website, as determined by us in our sole discretion. SOUNDBOKS reserves the right to determine the form and means of notifications, provided that you may opt out of certain means of notification. SOUNDBOKS is not responsible for any automatic filtering you or your network provider may apply to e-mail notifications that we send to the e-mail address that you provide us.

### 2.2 Changes to the Terms

SOUNDBOKS may, in its sole discretion, modify or update these Terms from time to time, and so you should review this page periodically. When we change the Terms in a material manner, we will update the ‘last modified’ date at the top of this page and notify you that material changes have been made

to the Terms. Your continued use of the Webshop after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these Terms or any future Terms, do not use or access (or continue to access) the Webshop.

SOUNDBOKS shall have the right to restrict or modify the access to the Webshop.

### **3. ORDERS AND FORMATION OF CONTRACT**

Our line of Products is presented on the pages of our Webshop. These can be selected for purchasing and will then be added to your shopping basket. You can continue shopping after putting a Product in your shopping basket, and you can correct the intended purchases in your shopping basket before you place a final order. You can order the Products in your shopping basket by clicking the order button. A final list of the ordered Products, the means of delivery, the related costs and accepted means of payment will be presented to you before you finally click to order. You need to accept the Terms that are applicable at the time of your order by ticking the tick box that asks for this confirmation before clicking the order button.

The presentation of our line of Products in the Webshop does not represent a binding contractual offer by SOUNDBOKS. By placing an order, you make a binding contractual offer to buy the Products listed in your shopping cart.

Your order is only valid:

- If you are at least 18 (eighteen) years old;
- If you order Products in quantities that are normal for households, with a maximum of 9 (nine) units. Orders exceeding this quantity can only be purchased through a direct contact with SOUNDBOKS at the e-mail address [sales@soundboks.com](mailto:sales@soundboks.com).

When you have placed an order, we will send you an e-mail with your order number and an overview listing of the items that you have ordered. This e-mail is a confirmation of receipt of your order. However, after receipt of your order, SOUNDBOKS is not obliged to accept your order. A binding contract is only concluded when we send you a shipment confirmation, which confirms that your order has been accepted. For the avoidance of doubt, you agree that your order is an offer to buy, under these Terms, all Products or services listed in your order. All orders must be accepted by SOUNDBOKS or we will not be obligated to sell the Products or services to you. SOUNDBOKS may choose not to accept your order at its sole discretion, even after we send you an order confirmation email.

You may cancel your order at any time before you have received our shipment confirmation e-mail by contacting our Customer Service. After receiving the shipment confirmation e-mail, you may still withdraw from the Purchase Contract and return any Product in accordance with section 4 of these Terms.

We cannot guarantee the availability in due time of all Products presented in our Webshop, although we try to our best efforts to ensure the availability.

The data that are registered on our servers will provide proof of the transactions that take place between us and you, unless proven otherwise.

## 4. CANCELLATION RIGHT

### 4.1. CANCELLATION RIGHT FOR EU, EEA, SWITZERLAND AND UNITED KINGDOM

If you are a consumer residing in the EU, an EEA member state, Switzerland or the United Kingdom, you will have a right to withdraw from the Purchase Contract in accordance with the applicable legal provisions, as further explained in this Section 4.1.

#### 4.1.1. Exercise of the cancellation right

You have the right to withdraw from a Purchase Contract and to return the dispatched Products within 30 (thirty) calendar days without giving any justification and without incurring any shipment or restocking cost. However, if you reside in Switzerland shipment costs will be paid by you.

The cancellation period shall be 30 (thirty) calendar days from the day on which you, or a third party named by you (who is not the carrier of the shipment), have taken possession of the Products, or, if the delivered Products have different delivery dates, have taken possession of the last Products of the respective order.

In order to exercise your cancellation right, you must inform our Customer Service (Address: Esromgade 15, 2200 Copenhagen, Denmark, Phone: +4542656340; E-Mail: info@SOUNDBOKS.com) on your decision to cancel the Purchase Contract and to return the Products by means of a clear statement (e.g. an e-mail), mentioning your name, the Products that you want to return, the order number and the date. You can use the model cancellation form downloadable [here](#), which is, however, not mandatory. To comply with the cancellation period, it is sufficient that you send the notification of the exercise of the right to cancel before the expiry of the cancellation period.

#### 4.1.2 Consequences of the cancellation

If you cancel the Purchase Contract, we will refund to you all payments we have received from you, including the standard delivery charges (other than additional charges arising from your choice of a different method of delivery than the cheapest standard delivery offered by us), promptly and no later than 14 (fourteen) calendar days from the date on which we received notice of your cancellation of the Purchase Contract. However, we may refuse a refund until we have received the Products back, or until you have provided proof that you have returned the Products, whichever is earlier.

You shall return the Products to us immediately and in any event no later than 14 (fourteen) calendar days after the day on which you notify us of the cancellation of the Purchase Contract. This period shall be deemed to have been observed if you dispatch the Products before the expiry of the period of 30 (thirty) calendar days.

In order for a full refund to be granted, all items and bundles must be returned in their entirety (e.g. SOUNDBOKS, BATTERYBOKS, charger, promotional items, and any bundled items when relevant).

You must take good care of the Products while they are in your possession, and you may only handle and use them as is required to assess the nature, characteristics and the functioning of the Products.

We cannot accept returns of Products that have been modified in any way (including adding stickers, or customising the grill) or that are damaged beyond normal wear and tear (light cosmetic markings). SOUNDBOKS Accessories must be returned in pristine condition.

You shall be liable for any missing items and any loss in value of the Products if such loss in value is due to a handling of the Products that is not necessary for an assessment of their nature, characteristics and functioning. Some detailed examples of deductions are indicated on our website (<https://www.soundboks.com/return-n-warranty/>).

All SOUNDBOKS Products must be returned in original packaging. SOUNDBOKS does not cover product damages due to transportation if the Product is not returned in original SOUNDBOKS packaging.

If you have any questions about the eligibility of your return, please contact [info@soundboks.com](mailto:info@soundboks.com) with a photo of your items.

If and to the extent SOUNDBOKS offers extended return policies in the Webshop, such return policies are offered in addition to the right to withdraw explained above and shall not in any way restrict such right to withdraw.

## 4.2. CANCELLATION RIGHT – UNITED STATES AND CANADA

If you are a consumer residing in the United States or Canada, you will have a right to withdraw from the Purchase Contract in accordance with the applicable legal provisions, as further explained in this Section 4.2.

### 4.2.1. Exercise of the cancellation right

You have the right to withdraw from a Purchase Contract and to return the dispatched Products without giving any justification, as following:

- SOUNDBOKS (Gen. 2) within 30 (thirty) calendar days, at your shipment cost;
- SOUNDBOKS (Gen. 3) within 45 (forty-five) calendar days without shipment cost.
- Separate SOUNDBOKS Accessories within 30 (thirty) calendar days, at your shipment cost.

The cancellation period shall be calculated from the day on which you, or a third party named by you (who is not the carrier of the shipment), have taken possession of the Products, or, if the delivered Products have different delivery dates, have taken possession of the last Products of the respective order.

In order to exercise your cancellation right, you must inform our Customer Service (Address: 1725 Berkeley Street, Santa Monica, CA 90404, United States, Phone: +1 (310) 774-0480; E-Mail: [info@SOUNDBOKS.com](mailto:info@SOUNDBOKS.com)) on your decision to cancel the Purchase Contract and to return the Products by means of a clear statement (e.g. e-mail), mentioning your name, the Products that you want to return, the order number and the date. You can use the model cancellation form downloadable [here](#), which is, however, not mandatory. To comply with the cancellation period, it is sufficient that you send the notification of the exercise of the right to cancel before the expiry of the cancellation period.

### 4.2.2. Consequences of the cancellation

If you cancel the Purchase Contract, we will refund to you all payments we have received from you, including the standard delivery charges (other than additional charges arising from your choice of a different method of delivery than the cheapest standard delivery offered by us), promptly and no later than 14 (fourteen) calendar days from the date on which we received notice of your cancellation

of the Purchase Contract. However, we may refuse a refund until we have received the Products back, or until you have provided proof that you have returned the Products, whichever is earlier.

You shall return the Products to us immediately and in any event no later than 14 (fourteen) calendar days after the day on which you notify us of the cancellation of the Purchase Contract. This period shall be deemed to have been observed if you dispatch the Products before the expiry of the cancellation period.

In order for a full refund to be granted, all items and bundles must be returned in their entirety (e.g. SOUNDBOKS, BATTERYBOKS, charger, promotional items, and any bundled items when relevant).

You must take good care of the Products while they are in your possession, and you may only handle and use them as is required to assess the nature, characteristics and the functioning of the Products.

We cannot accept returns of Products that have been modified in any way (including adding stickers, or customising the grill) or that are damaged beyond normal wear and tear (light cosmetic markings). SOUNDBOKS Accessories must be returned in pristine condition.

You shall be liable for any missing items and any loss in value of the Products if such loss in value is due to a handling of the Products that is not necessary for an assessment of their nature, characteristics and functioning. Some detailed examples of deductions are indicated on our website (<https://www.soundboks.com/return-n-warranty/>).

All SOUNDBOKS Products must be returned in original packaging. SOUNDBOKS does not cover product damages due to transportation if the Product is not returned in original SOUNDBOKS packaging.

If you have any questions about the eligibility of your return, please contact [info@soundboks.com](mailto:info@soundboks.com) with a photo of your items.

If and to the extent SOUNDBOKS offers extended return policies in the Webshop, such return policies are offered in addition to the right to withdraw explained above and shall not in any way restrict such right to withdraw.

#### **4.3. OTHER MARKETS**

If you are a consumer not residing in any of the markets specified in section 4.1 and 4.2 then the legal provisions of Section 4.1 will apply to your purchase. However, all costs related to the return including but not limited to shipment costs will be paid by you.

## **5. TERMS OF PAYMENT, PRICES, DELIVERY COSTS, TAXES AND DUTIES**

### **5.1 Prices**

Prices for our Products derive from the prices stated in the Webshop on the respective day of ordering, and are subject to change without notice. All prices are given in US Dollars, Canadian Dollars, Euros, Danish Krone, Swedish Krone, Norwegian Krone or any other currency stated on the web-shop.

Although we try to avoid pricing errors to our best efforts, we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

## 5.2 Delivery costs

In addition to the purchase price, the delivery costs stated in our Webshop on the day of ordering are also due. The delivery costs will be based on the place and method of the delivery of the Products and will be added to the price in your basket before you place your order.

## 5.3 Taxes and VAT

Depending on your country of residence, value-added taxes, sales taxes and/or other federal, state, and local statutorily required taxes may be payable. You acknowledge that payment of value-added taxes, sales taxes and/or other federal, state, and local statutorily required taxes may be required for releasing the ordered Products from your customs, postal service or authorities on arrival. Our [country page](#) explains for each country whether we during check out will determine the above mentioned taxes and whether these will be included in our price or will be payable by you. We recommend you to verify which taxes are applicable to your country of residence.

## 5.4 Duties

Depending on your country of residence, additional duties, import fees, taxes and other charges may be payable. You acknowledge that payment of such duties, fees, taxes or charges may be required for releasing the ordered Products from customs on arrival. Our [country page](#) explains for each country whether we will determine the above mentioned duties, fees, taxes or charges and whether these will be included in our price or will be payable by you. We recommend you to verify which duties are applicable to your country of residence.

## 5.5 Payment

We accept credit and debit cards that are approved by us, as well as gift cards issued by us, as well as other means of payment offered to you during the ordering process. Your payment card will be charged when your order has been confirmed by us in our shipment confirmation e-mail. We will ship your ordered Products when your card issuer has authorized the use of your payment card for these purchases.

You represent and warrant that (i) the credit card information you supply to us is true, correct, and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honoured by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including shipping and handling charges and all applicable taxes and duties, if any, regardless of the amount quoted on the Webshop at the time of your order.

We may involve third party service providers to process your payment. In such case you may be directed to their services. The processing of your personal data by such service provider shall be governed by the privacy policy of such service provider. WE MAKE NO WARRANTY OR REPRESENTATION REGARDING ANY TRANSACTIONS, PRODUCTS, OR SERVICES EXECUTED THROUGH A THIRD-PARTY, OR BY A THIRD-PARTY IN CONNECTION WITH A SOUNDBOKS PRODUCT OR SERVICE,

AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK.

All refunds done by us in relation to a Purchase Contract, will be done using the same means of payment as you used for the original transaction unless expressly agreed otherwise with you. In no event will you be charged for a refund.

## **6. GIFT CARDS**

In case you purchase a gift card in the Webshop the following provisions shall apply.

No shipping costs apply to gift cards, as they will be e-mailed to the e-mail address that you provided during the ordering process. Gift cards will be e-mailed to the desired recipient after you have placed the order and paid the amount due, which is the value of the gift card. It is your sole responsibility to provide for the correct e-mail address of the intended recipient, which can be you or a third party. SOUNDBOKS is not responsible for sending a gift card to a non-existent or wrong e-mail address that was provided by you.

Gift cards can only be redeemed in the SOUNDBOKS Webshop. They are redeemed by entering the individual code of the respective gift card in the designated field during the ordering process. If the holder of the gift card does not use the full value of a gift card for one order, the remaining value can be used by the same holder for further orders. In case the total amount due under an order exceeds the value of the gift card, the remaining part of the amount due must be paid via one of the available payment methods in the Webshop.

SOUNDBOKS may, but is not obliged to, indicate a reasonable expiration date on the gift card, which will be minimum 2 (two) years from the date of purchase of the gift card. After the expiration date, the purchaser of the gift card is entitled to a refund of the value minus a cost of 10% (ten percent), unless the right to request a refund is time-barred in accordance with applicable law. If you have a permanent residence in the United States, the expiration date will be minimum 5 (five) years from the date of purchase of the gift card. In certain States, such as but not limited to California, and for certain Canadian residents, stricter local law may apply.

Gift cards that do not contain an expiration date remain valid until the underlying claim for requesting the value of the respective gift card for paying orders placed in the Webshop of the gift cards becomes time-barred in accordance with applicable law.

SOUNDBOKS is not responsible for gift cards that are stolen, resold, destroyed, lost or used for purchases in the Webshop without your permission. Gift cards cannot be returned or redeemed for cash, except where required by law. They cannot be reloaded.

The right to withdraw as stated above under section 4 is applicable to gift cards that have not been entirely or partially used.

## **7. DELIVERY AND PASSING OF RISK**

Delivery of Products is only possible in regions that are individually listed in the Webshop.

Shipping time for Products in stock is approximately 2 to 6 (two to six) working days from

SOUNDBOKS' receipt of payment. For Products not in stock or in case there are unusual order peaks, longer waiting times may occur and we reserve the right to extend the shipment time to 3 (three) calendar weeks, or longer, from receipt of payment. In such case you will receive a confirmation dispatch via e-mail. If it is not possible to deliver any Products within 30 (thirty) calendar days after receipt of payment, or any additional period if that is explicitly agreed with you, we will cancel the order for the Product and we will refund the paid price for the Product within 30 (thirty) calendar days.

We reserve the right to make partial deliveries when reasonable. Higher costs resulting from partial deliveries will be borne by us.

Shipping and delivery dates are only estimates and cannot be guaranteed. We are not liable for any delays in shipments. We cannot be held responsible for a delay or any other failure caused by circumstances beyond our reasonable control ("Force majeure"), including without limitation civil unrest, war, embargo, terrorist attack, natural disasters such as fire, flood, explosion, earthquake, storm, epidemic disease, unavailability of transport or telecommunication networks, general strike, acts of public authorities, and any errors in the data that you provide.

The risk of loss or damage to the Products will pass to you from the moment that you (or anyone nominated by you) receives the Products.

## **8. RETENTION OF TITLE**

We retain title of delivered Products until payment of the purchase price and the delivery costs has been received in full for the respective Products.

As long as Products are not fully paid, you are only entitled to resell the Products under normal trading conditions and the conditions stated in this paragraph. You assign to us as of now all debts to the sum of the final invoice amount (including value-added tax) of the claim for remuneration which arise for you from the resale. After this assignment, you remain authorized to collect the debt. Our power to collect the debt ourselves remains unaltered by this. However, we undertake to refrain from collecting the debt as long as you meet the payment obligations from the collected revenues, do not delay payment and have not filed an application to open insolvency proceedings, or payments have ceased. If, however, this is the case, we may demand that you declare assigned debts and their debtors, give all information required for collection, submit all associated documents, and notify the third parties of the assignment.

While the retention of title exists, the Products may not be pledged or transferred by way of security. You are then obliged to inform us of every pledge, damage or other loss of the Products immediately.

## **9. LEGAL GUARANTEE, WARRANTIES AND DISCLAIMERS**

### **9.1 FOR CONSUMERS IN AN EU OR EEA MEMBER STATE, UNITED KINGDOM AND SWITZERLAND:**

As a consumer with permanent residence in an EU or EEA member state, the United Kingdom or Switzerland, you are entitled to the legal guarantee rights, unless otherwise stated below. The legal guarantee is valid for a period of 2 (two) years after the purchase of the relevant Product. If the national law of your place of residence grants you a longer legal guarantee period, the law of your locality shall apply. This guarantee applies only insofar the Product is purchased directly from

## ***SOUNDBOKS***

SOUNDBOKS and used by you as a consumer, for your own use, and excluding any professional or commercial exploitation or use on behalf of third parties, such as when you rent out the Product.

SOUNDBOKS warrants that its Products are during the guarantee period free from defects in material and in workmanship under normal and proper use. You must make sure that the installation of a purchased Product is done correctly and that all required updates of software, if any, are done regularly.

You should examine the quality and the quantity of the delivered packages within 5 calendar days after the delivery. If the Product(s) delivered to you are damaged during transportation, are otherwise defective or are not the items that you ordered (“non-conform”), or if the delivery is incomplete, please contact our Customer Service by e-mail at [info@soundboks.com](mailto:info@soundboks.com). A claim which is based on a visible defect or non-conformity must be notified to us within a period of 10 calendar days after the delivery. Any defects or non-conformity which is not visible at the time of delivery must be notified to us within a period of 15 days after the discovery of the defect or non-conformity.

Our Customer Service will arrange for the repair or replacement, free of charge, of defective or non-conform Products within the two-year guarantee period. In such case, you will return the defective or non-conform Product to the return address that we indicate, according to the instructions of our Customer Service, in the condition of the Product that was delivered, with any labels that are required by Customer Service. The cost of the return shipment will be borne by us. You have the right to request either repair or replacement of such Products, and SOUNDBOKS will remedy according to your choice within a reasonable time, unless the chosen remedy would impose disproportionate costs, taking into consideration the significance of the lack of conformity and other relevant circumstances. If you demand repair or replacement that is impossible or can only be done with disproportionate costs, SOUNDBOKS will be entitled to propose the other remedy (either repair or replacement) or, if the cost thereof would still be disproportionate, a proportionate price reduction or termination of the Purchase Contract.

Repairs will be done in our maintenance site after you return the Product. If we replace a returned original Product, an identical model of the Product will be shipped to the delivery address that was indicated for the original delivery. If we don't have the requested Product in stock and are unable to deliver it within a reasonable timeframe, we will terminate the Purchase Contract and refund the amount paid for the Product. If the entire original shipment is refunded, we will also refund the original shipment cost.

If we cannot replace or repair a defective Product within reasonable time, you may (1) request a proportionate price reduction or you may (2) terminate the Purchase Contract with a refund of the price and the shipment cost paid by you. The right to terminate the Purchase Contract is excluded if the delivered Product deviates only insignificantly from the agreed quality or if the contractual or normal use of the Product is only insignificantly impaired. In case of replacement or termination of the Purchase Contract, the returned Products will be property of SOUNDBOKS.

The legal guarantee does not cover damage or failures that are a result of:

- Damage caused by accident, unreasonable use or neglect
- Damage resulting from failure to follow instructions contained in the owner's manual.

- Damage resulting from the performance of repairs by someone other than as authorized by SOUNDBOKS
- Deterioration of component parts, the nature of which is to become worn or depleted with use such as batteries and headphone ear pads

The legal guarantee cannot be assigned or transferred to any subsequent purchaser or user.

### **How to obtain warranty service or make a warranty claim:**

Contact SOUNDBOKS ApS, Esromgade 15, 2200 Copenhagen N, Denmark, CVR nr. 36457597, Phone: +4542656340; E-Mail: [info@SOUNDBOKS.com](mailto:info@SOUNDBOKS.com).

Follow the procedures specified by the service provider.

### **9.2 FOR CONSUMERS IN THE UNITED STATES AND CANADA:**

This Limited Warranty is issued to the original Customer who buys a SOUNDBOKS product directly from SOUNDBOKS. This Limited Warranty cannot be assigned or transferred to any subsequent purchaser or user. Any attempt to transfer this warranty shall immediately render this Limited Warranty void.

This warranty is only applicable if you use the purchased Product as a consumer, for your own use, excluding any commercial exploitation or use on behalf of third parties, such as when you rent out a Product.

The Limited Warranty is limited to the repair or replacement of the SOUNDBOKS product at SOUNDBOKS' discretion, and neither costs for transportation, shipping, removal, nor installation of a SOUNDBOKS product is covered by this Limited Warranty.

This limited warranty does not cover damage or failures that are a result of:

- Damage caused by accident, unreasonable use or neglect (including the lack of reasonable and necessary maintenance)
- Damage to, or deterioration of, any accessory or decorative surface
- Damage resulting from failure to follow instructions contained in the owner's manual.
- Damage resulting from the performance of repairs by someone other than as authorized by SOUNDBOKS
- Deterioration of component parts, the nature of which is to become worn or depleted with use such as batteries and headphone ear pads

SOUNDBOKS WARRANTS ("LIMITED WARRANTY") THAT THE SOUNDBOKS PRODUCT IS FREE OF DEFECTS IN MATERIALS AND WORKMANSHIP AT THE TIME OF THE ORIGINAL PURCHASE FROM SOUNDBOKS BY THE END-USER AND FOR A PERIOD ENDING TWO (2) YEARS THEREAFTER (THE "CUSTOMER" OR "YOU"). THIS LIMITED WARRANTY COVERS THE FUNCTIONALITY OF THE SOUNDBOKS PRODUCT FOR ITS NORMAL, INTENDED USE IN AN ENVIRONMENT AS SPECIFIED ONLY AND DOES NOT COVER MALFUNCTIONS THAT RESULT FROM IMPROPER OR UNREASONABLE USE OR MAINTENANCE, AS WELL AS ANY UNAUTHORIZED REPAIR, NORMAL WEAR AND TEAR, OR EXTERNAL CAUSES SUCH AS ACCIDENTS, ABUSE, OR OTHER ACTIONS OR EVENTS BEYOND OUR REASONABLE CONTROL. EXCEPT TO THE EXTENT EXPRESSLY PROHIBITED IN YOUR JURISDICTION BY APPLICABLE

LAW, FOR THE WARRANTIES SET FORTH HEREIN, SOUNDBOKS MAKES NO OTHER WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS OR SERVICES YOU PURCHASED FROM SOUNDBOKS, INCLUDING, BUT NOT LIMITED TO, ANY (I) WARRANTY OF MERCHANTABILITY; (II) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (III) WARRANTY OF TITLE; OR (IV) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

This Limited Warranty covers only actual defects within the SOUNDBOKS product itself and does not cover the installation or removal of any product from a fixed installation, set up, or adjustments, performance variations resulting from the end-users' circumstances, such as source quality or product modifications.

If SOUNDBOKS receives, during the applicable warranty period, a valid notice of a defect of any SOUNDBOKS Product covered by SOUNDBOKS' warranty. SOUNDBOKS will, at SOUNDBOKS' option, within reasonable time after being notified of the defect:

- a) repair the defect at no charge, using new or refurbished replacement parts, or
- b) replace the Product.

Response time may vary from country to country and is, among other things, subject to availability of parts, labour and transport.

EXCEPT FOR THE WARRANTIES SET FORTH BY SOUNDBOKS, WE MAKE NO CONDITION OR WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS OR SERVICES PURCHASED THROUGH THE WEBSHOP, INCLUDING ANY (I) CONDITION OR WARRANTY OF MERCHANTABILITY; (II) CONDITION OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (III) CONDITION OR WARRANTY OF TITLE; OR (IV) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OF IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

#### **How to obtain warranty service or make a warranty claim:**

Contact SOUNDBOKS INC, 1968 S. Coast Hwy #2510, Laguna Beach, CA 92651, USA, , Phone: +1 (310) 774-0480; E-Mail: [info@SOUNDBOKS.com](mailto:info@SOUNDBOKS.com).

Follow the procedures specified by the service provider.

### 9.3. OTHER MARKETS

If you are a consumer not residing in any of the markets specified in section 9.1 and 9.2, then the legal provisions of Section 9.1 will apply to your purchase in addition to your rights under the consumer protection law or regulations of your country of residence. However, all costs related to the return including but not limited to shipment costs will be paid by you.

## 10. SOUNDBOKS LIMITED COMMERCIAL WARRANTY

The SOUNDBOKS Limited Commercial Warranty ("SOUNDBOKS warranty") is an additional limited commercial warranty provided by SOUNDBOKS free of charge for a period of 1 (one) year after the

expiry of the applicable legal guarantee/limited warranty in section 9 The SOUNDBOKS limited commercial warranty is only applicable to the “SOUNDBOKS (Gen. 3)” and “SOUNDBOKS GO” line of Products purchased directly from SOUNDBOKS, and it has a different scope than the legal guarantee/limited warranty in section 9.

You must complete the necessary steps to register your Product in the SOUNDBOKS APP before the end of the legal guarantee/limited warranty period to be eligible for the SOUNDBOKS Limited Warranty. After completing the registration, 1 (one) year of extra limited warranty is automatically added to the registered Product. The extra year of limited warranty starts when the legal guarantee/limited warranty of the Product expires and lasts for 1 (one) year. The additional warranty is only valid if the owner remains a registered member. The SOUNDBOKS Limited Warranty cannot be assigned or transferred.

SOUNDBOKS provides this additional warranty for any defects which can be proven to have been caused by a material deficiency or a manufacturing error and it does not cover defects or damages caused by your improper use. The SOUNDBOKS Limited Warranty does not interfere or replace any legal regulations of the legal guarantee. Customers have no legal rights to claim warranty extensions for services (such as repairs) carried out by the SOUNDBOKS Limited Warranty.

Product defects which are recognised by SOUNDBOKS as being subject to the warranty obligation shall be remedied as follows, at our discretion: You shall either be provided with a Do-it-Yourself (DIY) repair kit or the defective Product shall be repaired free of charge or replaced with a fully functional Product (a subsequent model if necessary). Products and components which have been replaced shall become the property of SOUNDBOKS.

**The SOUNDBOKS Limited Warranty DOES include:**

- Replacement or repair of defective components of the registered Product.
- Handles, ball corners, UI panel, Pro Panel that break off or become unusable.

**The SOUNDBOKS Limited Warranty DOES NOT Include:**

- Cost of shipping of the replacement parts to the customer OR shipping cost of the speaker to be repaired.
- Repair and/or replacement of any SOUNDBOKS accessories purchased with or separately from the registered Product including, but not limited to: BATTERYBOKS, CHARGER, BACKPACK.
- Damage of the cabinet of the registered Product.
- Damage to the grill of the registered Product.
- Repair of any damages if you use the Product in a manner incompatible with that intended design including damage by any liquid.
- Product defects caused as a result of failure to follow the instructions for use or of inappropriate use, exceptional environmental conditions, extraneous operating conditions, excessive strain or a lack of maintenance or care.
- Product defects caused by the use of accessories or supplementary or replacement parts which are not original components or are made by third-parties.

- Products which have been modified or supplemented, or when the serial number of a product has been removed.
- Slight deviations from the intended state which do not significantly affect the Product's value or its suitability for use.
- "Cosmetic Damage" which is defined as scratches, dents, dings, scuffs, stains, color changes, normal wear and tear, technological obsolescence, or other non-functional changes in the appearance of the Product that occur during normal handling and use of the SOUNDBOKS.
- Replacement of any non-defective pieces in the speaker (for example, if only one component is defective, then we will only replace the defective component).

Claims other than the right to remedy defects referred to in these sections concerning the limited warranty are not covered by this warranty.

Warranty claims must be asserted within the additional limited warranty period. In order to do so, please contact us via e-mail ([info@soundboks.com](mailto:info@soundboks.com)). The Product in question must then be returned to SOUNDBOKS with a copy of the original invoice.

EXCEPT FOR THE LEGAL GUARANTEE AND WARRANTIES SET FORTH EXPLICITLY BY SOUNDBOKS, WE MAKE NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS OR SERVICES PURCHASED THROUGH THE WEBSHOP, INCLUDING ANY (I) WARRANTY OF MERCHANTABILITY; (II) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (III) WARRANTY OF TITLE; OR (IV) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

## 11. REGISTRATION AND PERSONAL DATA

You can order Products from our Webshop without registration. Registration is necessary if you want to make use of the SOUNDBOKS Limited Commercial Warranty.

Personal data provided by you during your registration or when placing your order will only be processed in accordance with our [Privacy Policy](#), and in providing this data you consent to such processing. You confirm that all data provided by you is accurate and complete.

## 12. LIMITATION OF LIABILITY

All information presented at the Webshop is offered 'as is'. Although we aim at our best efforts to provide accurate information, you must always carefully read and respect the specific product information, specifications, compatibility requirements and instructions that are provided with the Products.

To the extent permitted by applicable law, SOUNDBOKS offers no warranties unless explicitly provided in these Terms and SOUNDBOKS accepts no liability in respect of commercial utility or suitability of the Products for your particular purpose, nor provides any warranties concerning the operation of the Webshop.

SOUNDBOKS shall be liable to you for the breach of essential contractual obligations - these are obligations the breach of which endangers the achievement of the purpose of the contract or the

fulfilment or which makes the proper execution of the contract possible in the first place, and on the observance of which the customer may regularly rely - (so-called "Cardinal Obligations"). Insofar as the breach of the Cardinal Obligations did not lead to an injury to your life, body or health, the liability shall be limited in amount to the total amount of funds received by SOUNDBOKS from you in connection with your purchase under which such claim arises.

Subject to this Section 12, SOUNDBOKS shall be liable to you (i) in accordance with the applicable legislation on product liability (ii) in cases of intentional fault and gross negligence, (iii) for injury to life, body or health, (iv) if SOUNDBOKS assumes an explicit warranty and (v) in all other cases of mandatory statutory liability, in each case in accordance with the applicable statutory provisions.

Other claims for damages against SOUNDBOKS - for whatever cause, in particular due to the breach of duties arising from the contractual obligations of SOUNDBOKS, its legal representatives, employees, subcontractors or agents or from unlawful acts (tort) - are excluded. In particular, but without limitation, SOUNDBOKS shall not be liable for any indirect, moral or consequential damage, such as any loss from inability to use the Product or the cost of using a substitute product.

Insofar as the liability of SOUNDBOKS is limited or excluded according to the above provisions, this shall also apply to the personal liability of the legal representatives, employees, subcontractors and agents of SOUNDBOKS.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SOUNDBOKS BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR LIQUIDATED DAMAGES ARISING UNDER THIS AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SOUNDBOKS' AGGREGATE LIABILITY TO YOU ARISING OUT OF THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF FUNDS RECEIVED BY SOUNDBOKS FROM YOU IN CONNECTION WITH YOUR PURCHASE UNDER WHICH SUCH CLAIM ARISES.

## **13. INTELLECTUAL PROPERTY**

SOUNDBOKS remains the sole and exclusive owner of all intellectual property rights in and to each Product and service made available on the Webshop or via purchase by e-mail or telephone, and any related marks, logos, specifications, instructions, documentation, or other materials, including, but not limited to, all related copyrights, patents, trademarks, and other intellectual property rights. You do not and will not have or acquire any ownership of these intellectual property rights in or to the Products or services made available through the Webshop or otherwise, or of any intellectual property rights relating to those Products or services.

## **14. ENTIRE AGREEMENTS/SEVERABILITY**

These Terms, together with any amendments, any documents referred to in these Terms and any additional agreements you may enter into with SOUNDBOKS in connection with the Webshop shall constitute the entire agreement between you and SOUNDBOKS concerning the use of the Webshop and the purchase of our Products through the use of the Webshop or by e-mail or by telephone.

If any provision of these Terms is deemed invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such provision shall not affect the validity of the

remaining provisions of these Terms, which shall remain in full force and effect. Any invalid or unenforceable provision shall be automatically modified and enforced to the largest extent permitted by applicable law, as close as possible to the intention of the invalid or unenforceable provision.

## 15. NO WAIVER

No waiver of any provision of these Terms shall be deemed a further or continuing waiver of such provision or any other provision, and SOUNDBOKS's failure to assert any right or provision under these Terms or under the Purchase Contract shall not constitute a waiver of such right or provision.

## 16. ASSIGNMENT

Claims to which you are entitled against us may only be assigned by you with our express written permission.

## 17. APPLICABLE LAW AND DISPUTE RESOLUTION

### 17.1 Applicable law and jurisdiction for European customers

This section 17.1 applies to consumers residing permanently in a country in Europe (not limited to the EU).

These Terms are governed and construed in accordance with Danish law. The courts of Copenhagen, Denmark shall have exclusive jurisdiction for all disputes arising out of or in connection with these Terms and any Purchase Contract.

However, if you are a consumer with permanent residence in a different country of the EU, and our Webshop is directed to customers of that country, the mandatory legal provisions of the country of residence remain unaffected by these Terms, and the legal provisions of that country will determine the place of jurisdiction. The mere accessibility of the Webshop is, however, not sufficient to conclude that the Webshop is directed to a specific country or subject to the jurisdiction of that specific country.

Furthermore, in case of a dispute between a consumer with permanent residence in an EU member state, there is an option for online dispute resolution – see the website for online dispute resolution at <http://ec.europa.eu/odr>.

If you wish to complain about a product or service purchased from us, you may apply for dispute resolution with:

Center for Klageløsning (Centre for Complaint Resolution) at the Danish Appeals Boards Authority, Toldboden 2, 8800 Viborg, Denmark

You can file a complaint via [www.forbrug.dk](http://www.forbrug.dk)

### 17.2. Applicable law and jurisdiction for North-American customers

This section 17.2 applies to consumers residing permanently in the North-American continent.

These Terms are governed and construed in accordance with the laws of California, United States. The courts of Los Angeles, California, shall have exclusive jurisdiction for all disputes arising out of or in connection with these Terms and any Purchase Contract.

### 17.3. Applicable law and jurisdiction for customers outside Europe and North-America

This section 17.3 applies to consumers residing permanently outside Europe and the North-American continent, unless prohibited by applicable law.

These Terms are governed and construed in accordance with Danish law. The courts of Copenhagen, Denmark shall have exclusive jurisdiction for all disputes arising out of or in connection with these Terms and any Purchase Contract.