

BANG & OLUFSEN LEGAL SECTION

Terms of Sale

Version: v1.0 Published: July 2022

The Bang & Olufsen website is operated by the Bang & Olufsen Group. But fulfilment of any orders placed on the Bang & Olufsen website is operated by Design Collection Denmark Pty Ltd ("we", "us", "DCD"), the authorized distributor for Bang & Olufsen in Australia.

Design Collection Denmark Pty Ltd

DCD is a company registered in Victoria, Australia. Our company registration number is 17628491467 and our registered address is 620 Church Street, Cremorne, VIC, 3121.

These Terms of Sale (together with the documents referred to in it and the following policies [Online Return Policy](#) and [Online Shipping Policy](#)) tells you the terms in which we supply any of the Bang & Olufsen products listed on the Bang & Olufsen website to you. Please read these terms of sale carefully before ordering any products. You should understand that by ordering any Bang & Olufsen products, you agree to be bound by these terms of sale. Please choose carefully as once an order has been processed, we are unable to cancel an order.

You should print a copy of these terms of sale for future reference. To order any products from the Bang & Olufsen website, you must be over 18 years old and you need to accept these terms of sale at the end of the checkout page.

If you have any questions regarding these terms of sale or status of your online order, please contact Bang & Olufsen Customer Support at anzenquiries@designcollection.dk.

Terms used in this agreement

In this agreement we use the following terms:

- "DCD", "we" or "us" means Design Collection Denmark Pty Ltd, its employees, subcontractors and/or other companies which are appointed by DCD to provide services in relation to fulfilment of goods purchased from the Bang & Olufsen website;
- "Goods" means physical products such as (but not limited to), Speakers, Headphones and Accessories sold on the Bang & Olufsen website;
- "Product" is any Bang & Olufsen product which may be purchased from the Bang & Olufsen website

ACCESS AND USE OF THE SITE

By purchasing Goods from the Bang & Olufsen website, you warrant that:

- all information supplied by you on the website is accurate and complete;
- you are legally capable of entering into binding contracts and will not copy or distribute any part of the website in any medium without DCD's or Bang & Olufsen prior written authorization;

- you are at least 18 years old or at the legal age of majority in your state or province or residence in order to access and/or use the site;
- you are a resident of and ordering Goods from within Australia;
- you may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws);
- you may not transmit or upload any malware of a destructive nature;
- you shall be solely responsible for your access to and/ or use of the site and its materials herein. Where you create a user account and password, you must treat such information as confidential, and you must not disclose it to any third party.
- a breach or violation of any of the Terms will result in an immediate termination of your Services.

ORDER & FORMATION OF CONTRACT

The contract with us (the "Contract") will be concluded with Design Collection Denmark Pty Ltd, an authorized distributor of Bang & Olufsen products in Australia.

When making an order, you must follow the instructions on the site as to how to make your order and for making changes to your order before you submit it. You must pay for the order in full at the time of ordering by one of the payment methods we accept on the site. You must be fully entitled to use the payment method used for purchases.

When you place an order, you will receive from us an order confirmation by email. This email will only be an acknowledgement that we have received your order and will not constitute acceptance of your order. A contract between us for the purchase of the goods ("Contract") will not be formed until you receive a shipment confirmation email from us. We are not obliged to supply the product to you until we have accepted your order. We may in our discretion refuse to accept an order from you for any reason, including but not limited to:

- (a) unavailability of stock (in which case we may ask you to re-submit your order or offer you an alternative product or size);
- (b) we suspect that you might on-sell our products to other consumers;
- (c) if we suspect your order is fraudulent, or suspect credit card or payment-related fraud;
- (d) if there has been an error in the imagery, price or product description on the site; or
- (e) if there has been an error by way of the wrongful inclusion of an item in a particular sale or promotion.

Until the time when we accept your order, we reserve the right to refuse to process your order and you have the right to cancel your order. Please choose carefully as once an order has been processed, we are unable to cancel an order.

AVAILABILITY AND PRODUCT DELIVERY

- We have made every effort to display as accurately as possible the colours and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any colour will be accurate.
- Although we endeavour to ensure the availability of the products shown on the Bang & Olufsen website, we cannot guarantee that all of the products will be in stock when you place your order. If we are unable to process or execute your order, we shall contact you: to offer you an equivalent product(s) in terms of quality and price which you may decide to accept or reject; or to notify you that we are unable to fulfil the order.
- If you reject our offer of an alternative product or we are unable to fulfil the order we shall have no further liability to you unless we have already taken payment for the product(s), in which case we shall refund payments already taken from you for the relevant product(s).
- Your order will be fulfilled without undue delay within 3 to 5 business days from the date of the Order Confirmation.
- Products sold in the B&O website are delivered to you by appointed third-party courier companies if you have ordered Goods (for example Accessories, Speaker or Headphones).
- Unless otherwise specified by you, all risk in the product shall pass to you upon delivery. If delivery is delayed, risk shall pass at the date delivery occurs. From the time when risk passes to you, we will not be liable for loss or destruction of the product.

CONSUMER RIGHTS & GUARANTEES

As a consumer you are entitled to the benefit of statutory consumer guarantees in respect of products purchased from us. If you believe a product is faulty, not of acceptable quality, does not match the description provided or is not fit for purpose, you may be entitled to a remedy under the Australian Consumer Law. However these consumer guarantees do not apply where the item was damaged due to abnormal use or misuse.

PRICE & PAYMENT

- The price of any products will be as quoted in the B&O website from time to time, except in cases of obvious error.
- Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.
- These prices include GST but exclude delivery costs, which will be added to the total amount at the check-out page.
- Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you an Order Confirmation.
- The Bang & Olufsen website contains a large number of products and it is always possible that, despite our best efforts, some of the products listed in the Bang & Olufsen website may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so

that, where a product's correct price is less than our stated price, we will charge the lower amount when dispatching the product to you. If a product's correct price is higher than the price stated on the B&O website, we will normally, at our discretion, either contact you for instructions before dispatching the product, or reject your order and notify you of such rejection.

- We are under no obligation to provide the product to you at the incorrect (lower) price, even after we have sent you an Order Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognized as a mispricing.
- Payment for all products must be made prior to order processing. We are under no obligation to deliver the products until we have received payment from you.
- We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

PERSONAL DATA

Personal details provided to Design Collection Pty Ltd through this website will only be used in accordance with our Privacy Policy. By using the Bang & Olufsen website and/or our Service, you consent to such processing of your personal data and you warrant that all data provided by you is accurate. We may collect, use and disclose personal data that you provide to us to supply the product to you, process your payment for the product, to send you newsletters if you have registered for our mailing list, and other specified purposes.

OUR LIABILITY

We are under a legal duty to provide products which comply with the terms of the Contract. In accordance with your statutory rights we warrant to you that any product purchased from the B&O website is of satisfactory quality and reasonably fit for all the purposes for which products of the kind are commonly supplied.

The product specifications and system requirements required to operate products are described in more detail in the product specs which can be found at the Bang & Olufsen website. We cannot ascertain whether your computer fulfils the system requirements and we therefore assume no responsibility or liability for the functionality of your computer system after a product has been installed.

We will only be liable for losses which are foreseeable to both you and to us as a consequence of us breaching these terms of sale and caused by our own negligence. We will not be responsible for any commercial or business losses (including without limit loss of goodwill, profits, contracts, anticipated savings, data, or wasted expenditure) or any other indirect or consequential loss that was not reasonably foreseeable to both you and us at the time our contract was formed, or at the time you began using the Bang & Olufsen website.

This does not include or limit in any way our liability:

- life or wear of any product or that it will be suitable for any particular purpose or use under any specific conditions, notwithstanding that such purpose or conditions may be known or made known to us;

- for death or personal injury caused by our negligence;
- any warranties provided under these T&Cs if the total price for the product has not been paid in cleared funds by the due date for payment.
- for fraud or fraudulent misrepresentation; or
- for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

Nothing in these terms of sale shall affect your statutory rights. If you have any doubts as to your statutory rights, then you should contact your local citizens advice bureau.

INTELLECTUAL PROPERTY

Products offered on the Bang & Olufsen website are the intellectual property of Bang & Olufsen. You may not copy, reproduce, modify, republish, upload, post, transmit, adapt, download, distribute or howsoever deal with any content or material from the site in any form or by any means without B&O's prior written permission, and you are solely responsible for obtaining such permission before dealing with any content or material that is available on the website.

WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When ordering products on the Bang & Olufsen website, you accept that communication with us will be electronic. We will contact you by e-mail or provide you with information by posting notices on the Bang & Olufsen website.

For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

NOTICES AND CONTACT INFORMATION

All notices given by you to us must be given to Design Collection Denmark Pty Ltd at the contact details in the top of this page or to Bang & Olufsen Customer Support.

We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in the clause "Written Communications" above. Notice will be deemed received and properly served immediately when posted on the Bang & Olufsen website, 24 hours after an e-mail is sent, or five days after the date of posting of any letter.

In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and (in the case of an e-mail) that such e-mail was sent to the specified e-mail address of the addressee.

TRANSFER OF RIGHTS AND OBLIGATIONS

The Contract between you and us is binding on you and us and on our respective successors and assigns.

We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

EVENTS OUTSIDE OUR CONTROL

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (a "Force Majeure Event").

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- strikes, lock-outs or other industrial action
- civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war
- fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster
- impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport
- impossibility of the use of public or private telecommunications networks.
- the acts, decrees, legislation, regulations or restrictions of any government

Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

WAIVER

If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms of sale, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these terms of sale shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause "Notices & Contact Information" above.

SEVERABILITY

If any of these terms of sale or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or

provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

ENTIRE AGREEMENT

These terms of sale and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms of sale.

Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms of sale. Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

OUR RIGHT TO VARY THE TERMS OF SALE

You can review the most current version of the Terms of Service at any time at this page. Any Contract will be subject to the policies and terms of sale in force at the time that you order products from us, unless any change to those policies or these terms of sale is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you). We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

LAW AND JURISDICTION

Contracts for the purchase of products placed through the Bang & Olufsen website (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to those Contracts or their formation) will be governed by and construed in accordance with Australian laws. Any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the courts of Australia.

DISPUTE RESOLUTION

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Australian Competition & Consumer Commission ("ACCC") in accordance with the regulations of the Australian Competition & Consumer Commission ("ACCC Regulations") for the time being in force, which rules are deemed to be incorporated by reference in this clause.