

## **BANG & OLUFSEN LEGAL SECTION**

### **Terms of Sale**

The terms in which we supply any of the products listed on our website.

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The Bang & Olufsen Website is operated by the Bang & Olufsen Group. But fulfilment of any orders placed on the Bang & Olufsen Website is however operated by Design Collection Pte Ltd ("we", "us", "DCD")

### **Design Collection Pte Ltd**

DCD is a company registered in Singapore. Our company registration number is 200611441N and our registered office is at 215 Henderson Road, Unit 01, Singapore 159554.

We have been appointed by Bang & Olufsen Group as an authorized distributor of Bang & Olufsen Products in APAC. These Terms of Sale (together with the documents referred to in it) 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.

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 (including any technical questions) please contact Bang & Olufsen Customer Support.

### **Terms used in this agreement**

In this agreement we use the following terms:

- "DCD", "we" or "us" means Design Collection Pte 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

### **Availability**

Countries from where we accept orders on the Bang & Olufsen Website:

- Singapore

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 18 years old or older in order to access and/or use the Site;
- you are resident in and ordering Goods from Singapore

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.

### **Using the Bang & Olufsen Website**

Please go to the Bang & Olufsen Website and find a Product of interest. To order simply click the BUY icon to add the Product to your Shopping Basket.

Once you have finished placing Products in the Shopping Basket, please click on the Shopping Basket Icon in the top right-hand corner of the screen. Please click on the button marked CHECKOUT and follow the instructions on screen to complete your order.

### **How the contract is formed between you and us**

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

After placing an order, you will receive an order submission confirmation from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to buy a Product from us and placing an order carries with it the obligation to make payment. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending either (a) a confirmation that the goods have been dispatched (Order Confirmation), or (b) the physical product to you. Only when the confirmation is sent by us, is the sale concluded.

The Contract will relate only to those Products whose dispatch we have confirmed in the Order Confirmation. We will not be obliged to supply any other Products which may have been part of your order until the dispatch of such Products has been confirmed in a separate Order Confirmation.

### **Availability and Product delivery**

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 and by the delivery date set out in the Order Confirmation or, if no delivery date is specified, within 30 days of the date of the Order Confirmation. If it is not possible to deliver the Product within the delivery period indicated, we shall refund you the paid purchase price on request.

Products sold in the B&O shop are delivered to you by appointed third-party courier companies if you have ordered Goods (for example Accessories, Speaker or Headphones).

## **Consumer Rights**

Under the Consumer Protection (Fair Trading) (Cancellation of Contracts) Regulations 2009 (the "Regulations") give you the right to cancel your direct sales contract with us within 5 days provided that no Service request has taken place or no Goods has been sent out. If a Service request has taken place, no refund will be provided upon cancellation.

The cancellation period will expire as follows:

- To exercise the right to cancel, you must inform us of your decision to cancel the Contract by filling in the return form or a clear statement (for example, a letter sent by e-mail). For these purposes, see our contact details in the top of this page. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- If you exercise your above rights of cancellation but have received Goods in connection with the Contract, you shall send back the Goods or hand them over to us, without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation of the Contract to us. The deadline is met if you send back the Goods before the period of 14 days has expired.
- You should take reasonable care of the Goods whilst they are in your possession. You are only liable for any diminished value of the Goods resulting from the handling of the Goods other than as required to establish the nature, characteristics and functioning of the Goods.

## **Risk and title**

The Goods will be at your risk from the day you (or anyone nominated by you) receive(s) the Goods.

## **Price and payment**

- The price of any Products will be as quoted in the B&O shop from time to time, except in cases of obvious error.
- 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 shop 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 in the B&O shop, 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 by you 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.

## **Our refunds policy**

If you cancel the Contract in accordance with the cancellation rights set out in the section above, we will reimburse to you all payments received from you, including the costs of delivery to you. The cost of returning of the Goods to us will be borne by you. We will make the reimbursement without undue delay, and not later than (a) 30 days after the day we receive back from you the Goods supplied, or (b) (if earlier) 30 days after the day you provide evidence that you have returned the Goods, 14 days after the day on which we are informed about your decision to cancel the Contract. We may withhold reimbursement until we have received the Goods back or you have supplied evidence of having sent back the Goods, whichever is the earliest.

If you wish to return Products to us for any other reason (for instance, because have notified us in accordance with your Right to Vary), that you do not agree to any change in these terms of sale or in any of our policies or because you claim that the Product is

defective), you must inform us in writing by using this Contact Form provided by Bang & Olufsen Customer Support.

You are required to return any Goods to us, at your own cost, to the return address we stipulate and in accordance with any instructions we give you. We will examine the returned Product or investigate your complaint and will notify you of your refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund for the defective Product. Payments returned by you because of a defect will be refunded in full, including a refund of the delivery charges for sending the item to you. The cost of returning the item will be incurred by you.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

We may make a deduction from the reimbursement for loss in value of any Goods supplied, if the loss is the result of unnecessary handling by you.

We do not offer GST refunds for orders placed online on the Bang & Olufsen Website. The price applicable is the price set out next to the product in question on the website on the date of ordering.

## **Personal data**

Personal details provided to Design Collection Pte 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 shop 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 & Contact Information**

All notices given by you to us must be given to Design Collection Pte 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.

### **Our right to vary the terms of Sale**

We have the right to revise and amend these terms of sale from time to time.

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), or if we notify you of the change to those policies or these terms of sale before we send you the Order Confirmation (in which case we have the right to assume that you have accepted the change to the terms of sale, unless you notify us to the contrary within seven working days of receipt by you of the Products).

### **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 Singapore laws. Any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the courts of Singapore.

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 Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of 1 arbitrator. The language of the arbitration shall be in English.