

## **GENERAL TERMS AND CONDITIONS:**

Terms of sale and delivery of Smart Audio Design / Class Dmodule.com

### **DELIVERY:**

#### **1. Applicability**

1.1 These General Conditions apply to all offers of Smart Audio Design / Class Dmodule.com and all agreements entered into with Smart Audio Design / Class Dmodule.com.

1.2 In addition to these General Terms and Conditions as explicitly stated, Additional Terms may apply to certain services and / or products.

1.3 The provisions in these Terms and Conditions may be waived if explicitly agreed in writing, in which case only the other provisions of these terms and conditions shall remain in force.

1.4 If the Buyer refers to its terms and conditions, those conditions do not apply unless this has been agreed by Smart Audio Design / Class Dmodule.com in writing.

1.5 The website of Smart Audio Design / Class Dmodule.com focuses on the European market.

1.6 "Buyer" means any visitor of the website or any natural or legal person with whom Smart Audio Design / Class Dmodule.com is or will be in a contractual relationship of any kind.

1.7 Smart Audio Design / Class Dmodule.com reserves the right to change these terms and conditions to apply to the legal Dutch norms.

1.8 By using the website of Smart Audio Design / Class Dmodule.com and / or placing an order the Buyer accepts these Terms and any other rights and obligations as stated on the website.

#### **2. Offers and agreements**

2.1 Offers are valid while stocks last. For offers published on the internet site stock status is announced via telephone or e-mail.

2.2 A quote is valid for 2 weeks, unless a different period is stated in the offer.

2.3 A contract is concluded when an order confirmation is handed over to the Buyer. Order confirmations are sent via e-mail or to the postal address specified by the Buyer.

2.6 The Buyer and Smart Audio Design / Class Dmodule.com explicitly agree that the use of electronic communication is a valid agreement as soon as the conditions in Article 2.1 and 2.3 are met. The lack of a signature in particular does not affect the binding force of the offer and its acceptance. The electronic files of Smart Audio Design / Class Dmodule.com will apply as an assumption of evidence, to the full extent of the law.

2.7 Information, images, verbal communications provided by telephone or via e-mail and statements of applicability with respect to all items and the main characteristics of the products are communicated as accurately as possible. However, Smart Audio Design / Class Dmodule.com does not guarantee that all offers and products are fully compatible with the given information or applicability. Deviations cannot lead to compensation and / or dissolution.

### **3. Prices**

3.1 All prices are expressed in Euros, in accordance with legal regulations, and include VAT.

3.2 Special offers are only valid for the period as indicated in the offer. This indication is mentioned on the website relating to this special offer. These periods are always identical.

3.3 The Buyer shall pay the price Smart Audio Design / Class Dmodule.com has communicated or confirmed in accordance with Article 2 of these conditions.

3.4 Delivery costs are not included in the price.

### **4. Payment**

4.1 Orders via the internet site can be paid in the following ways: in advance, cash on delivery (within the Netherlands), cash, PayPal, credit card or Ideal. Smart Audio Design / Class Dmodule.com can expand the payment options in the future. Other payment options will be made available via the website or by written communication.

4.2 In the event Smart Audio Design / Class Dmodule.com agree on a deviant payment term, the Buyer is at fault as soon as this term has ended. Payment terms are only valid when made in writing.

4.3 In case of none or late payment, the extra costs are always borne by the Buyer.

4.4 All the (extra) judicial costs of any nature whatsoever made by Smart Audio Design / Class Dmodule.com as a result of mal-payment will be added to the invoice of the Buyer.

4.5 In the event of a late payment Smart Audio Design / Class Dmodule.com is authorized to terminate or suspend the supply agreement immediately until such time as the Buyer has fulfilled the due payment in full including interest and costs.

### **5. Delivery and delivery time**

5.1 Orders will be delivered as soon as possible. Smart Audio Design / Class Dmodule.com strives to send orders within 2 working days. This time space is an indication and never a deadline. Smart Audio Design / Class Dmodule.com will place more information regarding delivery times on the website or otherwise in writing. Such information is only indicative. Due to appendance on the supplier, Smart Audio Design / Class Dmodule.com is not kept to a maximum delivery time.

5.2 If a product is temporarily out of stock it will be re-ordered. The Buyer will be notified when the product is available again. Delays will be communicated by phone or e-mail.

5.3 Deliveries are made to the address specified by the Buyer at the conclusion of the agreement.

5.4 The risk of loss or damage to the product which is subject of the contract shall pass to the customer at the moment they are legally and / or actually delivered to the customer or the customer appointed third party.

5.5 For deliveries abroad, other conditions may apply.

### **6. Returning**

6.1 The Buyer is obliged to inspect the products immediately after delivery.

The Buyer has the right, without penalty and without giving any reason to exercise his right to return the goods within seven (7) days after delivery of the product in question. This right of withdrawal does not cover:

- products that are built in accordance with specifications of the Buyer;
- products that are clearly personal in nature;
- products that were ordered especially for the customer;
- products that by their very nature cannot be returned;
- products that rapidly decay or become obsolete;
- Audio and video recordings and computer software if the Buyer has broken the seal.

6.2 If the Buyer exercises his right to return the goods as mentioned in 6.1. Smart Audio Design / Class Dmodule.com will make a full refund within 30 days.

6.3 If the Buyer refuses a shipment that was ordered by COD the shipping and COD fees will be charged.

## **7. Retention**

7.1 Upon full payment, the product is owned by the customer.

## **8. Guarantee and liability**

8.1 Smart Audio Design / Class Dmodule.com guarantees that the delivered goods meet the usual requirements and standards and are free from any defects.

8.2 The purchase receipt is evidence regarding the warranty.

8.3 Smart Audio Design / Class Dmodule.com is never obliged to pay any compensation to the Buyer or others, unless there is intent or gross negligence on the part of Smart Audio Design / Class Dmodule.com.

8.4 Smart Audio Design / Class Dmodule.com is never liable for consequential damages, indirect damages and loss of business.

8.5 If Smart Audio Design / Class Dmodule.com, for whatever reason, is obliged to compensate any damages, the compensation shall not exceed an amount equal to the invoice value of the product or service provided to which the damage was caused .

8.6 Notwithstanding the provisions of this article, the Buyer cannot claim the guarantee warranty if wear is considered or in any of the cases below:

- If unauthorized changes are made to the product, including repairs not authorized or carried out by Smart Audio Design / Class Dmodule.com or the manufacturer ;
- If defects resulting from non-compliance with the written instructions or improper use occur;
- If damage is caused by intent, gross negligence or negligence.

8.8 The Buyer is obliged to defend Smart Audio Design / Class Dmodule.com from any claim made by a third party in respect to the Contract between the Buyer and Smart Audio Design / Class Dmodule.com insofar as the law does not preclude the damages and costs borne by the Buyer. The Buyer is obliged to return the goods for a proper assessment of warranty. If the warranty claim is valid, Smart Audio Design / Class Dmodule.com will supply the same or equivalent product unless otherwise agreed.

8.9 In addition to this warranty, additional warranty provisions remain in force. Any warranty scheme offered by Smart Audio Design/Class-Dmodule.com does not affect the rights the Buyer can assert on the basis of the law. Return shipments must be prepaid by the customer and contain the original invoice and packaging.

## **9. Force Majeure**

9.1 In case of force majeure Smart Audio Design / Class Dmodule.com cannot be kept to its obligations to the seller. The obligations are suspended for the duration of the force majeure.

9.2 Force majeure shall cover any circumstance beyond its control, where fulfilling of its obligations towards the Buyer is prevented. These circumstances include strikes, fires, business disturbances, power failures, none or late delivery by suppliers or other third parties. Force majeure also includes failures in (telecommunications) networks or connections or communications and / or the unavailability of the website.

## **10. Intellectual property**

10.1 The Buyer explicitly acknowledges that all rights of intellectual property of information, communications or other expressions concerning the products and / or related to the website, are owned by Smart Audio Design / Class Dmodule.com, its suppliers or other claimants.

## **11. Authority**

11.1 Smart Audio Design / Class Dmodule.com will process all Buyers' private information strictly in accordance with its privacy policy. Smart Audio Design / Class Dmodule.com's legal counsellor will observe the applicable privacy regulations and legislation.

## **12. Applicable law and competent court**

12.1 All offers and agreements are subject to Dutch law.

## **13. Links**

13.1 The Smart Audio Design / Class Dmodule.com website may contain third party advertisements or links to other sites. Smart Audio Design / Class Dmodule.com has no influence over the privacy policies of these third party sites and is therefore not liable.

## **14. Your Rights**

14.1 If requested, Smart Audio Design / Class Dmodule.com will disclose its use of your information. Requests for disclosure can be sent to the contact information stated on the Smart Audio Design / Class Dmodule.com website. Petitions for possible improvements, additions or other corrections to the Smart Audio Design / Class Dmodule.com received via e-mail or the contact sheet will be processed as soon as possible.