

## TERMS AND CONDITIONS OF SALE

Last Update: 25 July 2022 ([archived versions](#))

### 1. Company information

These terms and conditions of sale (the “Terms of Sale”) are of Sonos Europe B.V., with registered office address at Groest 106, 1211 EE Hilversum, The Netherlands (hereinafter “Sonos”, “us”, “we” or “our”).

### 2. General

These Terms of Sale apply to any purchase of Sonos products (Sonos branded products, including Sonos co-branded products, like architectural speakers, together “Sonos Products”) and/or third party products (“Third Party Products” and collectively with Sonos Products referred to herein as “Products”) made by a customer (“you”) on [www.sonos.com](http://www.sonos.com) (the “Website”) from us. In addition, the purchase and use of Sonos Products are also subject to Sonos, Inc.’s [Terms of Use, Licence and Warranty Agreement](#). Sonos, Inc. is a Delaware corporation headquartered in Santa Barbara, USA. By placing an order with us, you agree to be bound by these Terms of Sale and by the Terms of Use, Licence and Warranty Agreement. The use of any Third Party Products may be subject to any applicable terms of these Third Party Products. We encourage you to read these third parties’ terms carefully before you purchase, use, or enable them on our Sonos Products and/or use them in connection with Sonos Products.

Sonos reserves the right to change the Terms of Sale at any time, the new Terms of Sales being applicable to any offer or order after the effectiveness of such change.

### 3. Ordering process

You can order Products via the Website. By clicking ‘Buy Now’ you submit a binding offer to purchase the Products displayed on the checkout page.

We will send you a confirmation email within a few minutes of receiving your order. With the confirmation email we indicate that we have received your order which, however, does not yet constitute our acceptance of your purchase offer. Once we have processed and set up your order for delivery, we will send you an email confirming that we have accepted your order. Our acceptance of your order will take place when we email you an invoice or with confirmation of our having dispatched your order, at which point a contract will come into existence between you and us. In this email you will also find further information about the delivery. Such email will, at the same time, constitute our acceptance on behalf of Sonos, Inc. of your agreement to be bound by the [Terms of Use, Licence and Warranty Agreement](#).

We will be free to accept or decline your order at our sole discretion. We want to ensure that the Products you ordered are available. That is why we only accept the order when the Product

is ready for delivery. For Products that are in stock, this usually takes no longer than 24 hours. If a Product is out of stock, you will receive the order acceptance email as soon as the Product is available and ready for delivery. If we are unable to accept your order, we will inform you of this and will not charge you for the product(s).

#### **4. Prices**

- a.** The prices of the Products will be as quoted on our Website. We take all reasonable care to ensure that the prices of the Products are correct at the time of publication.
- b.** The prices mentioned on the Website, for Products, are quoted in applicable currency and are subject to change from time to time.
- c.** Our Website contains a large number of Products. It is always possible that, despite our reasonable efforts, some of the Products on our Website may be incorrectly priced. If we discover an error in the price of the Products, we will inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing.

#### **5. Payment options**

We offer various ways to pay for your order, such as credit card (e.g. Visa, MasterCard, American Express), PayPal, and others. All acceptable payment methods may also be displayed on the payment page of the Website. You can learn more about all payment methods we accept [here](#).

#### **6. Promotional vouchers, discount codes, and their redemption**

- a.** Promotional vouchers and/or discount codes are vouchers and codes that cannot be purchased, but are issued by us as a discount offer for the purchase of Products on the Website.
- b.** Promotional vouchers and/or discount codes may be subject to applicable terms and conditions. Please check the terms and conditions of any promotional voucher and/or discount code before using it.
- c.** Unless otherwise agreed in the applicable terms and conditions, the following applies:
  - i.** it can be redeemed once only in connection with an order; and
  - ii.** only within the specified period; and

- iii. it is not possible to combine multiple promotional vouchers and/or discount codes; and
  - iv. certain Products may be excluded from the promotion and a minimum order value may apply.
- d. The value of promotional vouchers or discount codes will not be paid out in cash, nor will it accrue interest. Promotional vouchers and/or discount codes will not be returned to you if all or some of the items you ordered are returned.
- e. In case of suspected fraud with your promotional voucher or discount code, we reserve the right to reject and/or cancel the order.

## **7. Taxes**

- a. Value added tax (“VAT”) is charged in accordance with local legislation in each country. Your final price as shown on the checkout page will reflect the correct VAT rate for the destination country of your order.
- b. If you are a professional customer, you represent that your VAT registration number and all other information provided by you is true, accurate, and up-to-date. We reserve the right to charge you any applicable unbilled VAT if you provide a VAT registration number that is invalid, not in accordance with your business details, or that the tax authorities determine not to be related to the account holder.

## **8. Delivery**

- a. We (Sonos Europe B.V.) only sell through the Website for delivery to the following countries: Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland and the United Kingdom, including The Channel Islands (the “Delivery Territories”). Sales made through the Website for delivery to other countries (e.g. Australia, Canada, New Zealand and the United States) are made by either Sonos, Inc. or one of its other affiliates and are subject to different terms of sale.
- b. Subject to acceptance, any order placed before 2:00 pm on a working day, will be dispatched the same day. An order placed after 2:00 pm or on a Saturday, Sunday or public holiday in the Netherlands and the UK, will be dispatched the next working day. We will send you a dispatch confirmation and tracking code as soon as we have handed your order to the delivery company.
- c. You will normally receive your order within one to five working days of dispatch (as indicated on the checkout page). Such dispatch is free of charge if your

order is delivered within the Delivery Territories. Our dispatch partner may send you an email offering more detailed delivery services, like the possibility to opt for a particular delivery slot. This is a service offered by the dispatch partner and is not provided by us.

- d. If you need a speedier delivery, you may be able to opt for express delivery when placing your order. If that option is available, it will be displayed on the checkout page. The additional cost for such express delivery will also be indicated on the checkout page.
- e. We do not deliver to freight forwarders, hotels, PO Boxes or military postal addresses (e.g. BFPO addresses).

## 9. Our 100-day return policy

- a. We are confident that you will love your new Sonos product; however, if you are unsatisfied for any reason, simply [let us know within 100 days](#). Subject to the conditions below, we will allow you to return the product at our cost, from the original delivery address (in the Delivery Territories), and will refund the full purchase price.
- b. Please note that our 100-day return policy is separate from and in no way limits any rights that you may have by law; in particular, your rights in the event of a defect and your right as a consumer to withdraw from the contract with us within 14 days (as set out in detail in section 13 below).
- c. In order to return your Product under the 100-day return policy, you must (i) have purchased the Product directly from us via the Website, (ii) contact us within 100 days from the original dispatch date (as confirmed to you at the time), and (iii) strictly follow the following return instructions:
  - i. **Contact Sonos Support to get an RMA number**  
You must first contact [Sonos Customer Care](#) to obtain a Return Merchandise Authorisation (RMA) number. Just call us at the free phone number or use any of the other contact methods listed [here](#).
  - ii. **Use the Sonos postage label and save a copy**  
You will receive an email confirming the RMA number. If you wish to return the product from within the Delivery Territories, this email will include a prepaid return postage label. Use the postage label you have received and follow the instructions set out on the label to send the products back to us. We are unable to process returned products sent using an alternate carrier or postage label. Please ensure that all previous postage labels or other markings have been removed or covered completely prior to affixing the provided return postage label. Retain a

copy of the postage label , with the applicable tracking number, signed by an agent of the carrier. If you wish to return a product from outside of the Delivery Territories, please contact [Sonos Customer Care](#) to see whether its collection can be arranged, and at what cost. It may be that you need to arrange for your own delivery.

iii. **Return the product within 14 days of the RMA issue**

We must receive the returned item within 14 calendar days after an RMA number has been issued, and the unit returned must match the serial number specified in the RMA. Make sure you pack the product in a safe packaging. All contents (brochures and wires) need to be included. When returning a product, the product must be returned, to the extent possible, in its original Sonos packaging.

- d. Once you have returned the product and provided that your return meets the above conditions, you may expect to see a credit to your account within 10 to 15 working days. Credit will be issued in the same manner as your original purchase payment.

## 10. Warranty and defects

- a. Sonos offers a two-year commercial warranty on all Sonos products. The details and conditions of this warranty are set out in the Terms of Use, Licence and Warranty Agreement.
- b. The commercial warranty offered by Sonos is irrespective of where you have bought the Sonos Product. It gives you specific legal rights against Sonos that are in addition to the other rights you may have by law. In particular, please note that you are entitled by law to certain remedies from us, free of charge, in the event of a lack of conformity of any product you have purchased from us, and those remedies are not affected by the commercial warranty offered by Sonos.
- c. If you are returning a defective product under the commercial warranty, we offer advanced replacement. Your replacement product(s) will be dispatched within 1-2 working days from the RMA request. If your product(s) do(does) not qualify for advanced replacement, your product(s) will be dispatched upon receipt and inspection of your original product(s). We may require a valid credit card number to dispatch replacement product(s). If we do not receive the original product(s) within 14 days, or if we determine that the problem with your product(s) is not covered by the Sonos warranty, we reserve the right to charge the then-current standard price for the applicable product(s) to your credit card or the original form of payment used at the time you placed your original order.

## 11. Applicable law and dispute resolution

These Terms of Sale are governed by Dutch law with the exception of the United Nations Convention on Contracts for the International Sale of Goods (CISG), provided that if you are a consumer, this choice of law shall not deprive you of the protection afforded to you by provisions that cannot be derogated from by agreement by virtue of the law of the country in which you have your habitual residence.

We are required by law to inform you that the European Commission operates a platform for online dispute resolution which can be accessed via the following link: <http://ec.europa.eu/consumers/odr>. However, please note that we are neither obliged nor willing to take part in dispute resolution procedures via the aforementioned platform or before any consumer conciliation body.

## **12. Data Protection**

Personal data obtained by us from you shall be held and processed in accordance with applicable laws and consistently with the Sonos Privacy Statement ([available here](#)). Please take time to read this, as it includes important information which applies to you.

## **13. Instructions on right of withdrawal**

If you are a consumer in the EU/EEA/UK, by law, you have a right to withdraw the order you have placed on our Website and cancel the purchase agreement with us, within 14 days of the delivery of the Products. In view of this right, we provide you with the information and process set out below. Please note that this right is in addition to your right to return any Sonos Product you have purchased with us through the Website.

## Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise the right of withdrawal, you must inform us (Sonos Europe B.V., Groest 106, 1211 EE Hilversum, The Netherlands, Telephone: + 31 (0)35 - 62 60 520, [sales-eu@sonos.com](mailto:sales-eu@sonos.com)) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax, or email). You may use the attached model withdrawal form, but it is not obligatory. You can also electronically fill in and submit the model withdrawal form or any other unequivocal statement on our Website [sales-eu@sonos.com](mailto:sales-eu@sonos.com). If you use this option, we will communicate to you an acknowledgement of receipt of such a withdrawal on a durable medium (e.g. by email) without delay.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

## Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such 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 such reimbursement. 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.

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 withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. We will bear the cost of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

## Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

– To Sonos Europe B.V., Groest 106, 1211 EE Hilversum, The Netherlands, Telephone: + 31 (0)35 - 62 60 520, [sales-eu@sonos.com](mailto:sales-eu@sonos.com):

– I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods,

- Ordered on (\*)/received on (\*),
- Name of consumer(s),
- Address of consumer(s),
- Signature of consumer(s) (only if this form is notified on paper),
- Date

(\*) Delete as appropriate

#### **14. Company details**

We are Sonos Europe B.V., a company established under Dutch law.

Our registered office is at:

Groest 106  
1211 EE Hilversum  
The Netherlands

You can contact us at:

+ 31 (0)35 - 62 60 520

Our registration numbers are:

Chamber of Commerce: 32107881

VAT: NL814254330B01