#### **Sonos Terms of Sale**

These terms and conditions of sale ("Terms of Sale") apply to any purchase made by an end user customer on www.sonos.com (the "Website") or over the phone with the Sonos sales team. In addition, the purchase and use of Sonos products are also subject to our <u>Terms of Use, License and Warranty Agreement</u> and our <u>Privacy Policy</u>. By placing an order you agree to be bound by these Terms of Sale, the Terms of Use, License and Warranty Agreement, and our Privacy Policy.

#### 1. Prices and conditions

All prices mentioned in the web shop include goods and services tax ("GST") and we will ship your product to you for free within the <u>Sonos Service Region</u>. See the section on <u>Payment options and taxes</u> for more detailed info on applicable taxes.

If you want a product shipped outside the Sonos Service Region or if you want it delivered per express shipping, additional shipping fees and/or custom duties will apply. See our <u>delivery</u> and shipping terms for more information.

## 2. Requirements to purchase a product on Sonos.com

In order to place a valid order for Sonos products on the Website or by phone, you must meet the following requirements:

- 1. You are 18 years of age or older and if you are ordering on behalf of a company you are authorised to conclude contracts on behalf of this company;
- 2. You are an end user and do not intend to resell the product(s); and
- 3. You guarantee that the information you provide to Sonos in the order is accurate and complete.

#### 3. How to order your SONOS products

You can order your Sonos by going to 'shop' on the Website and add the product/s of choice to your shopping basket. Once you have added everything you need to your shopping basket and clicked 'checkout now' fill in the requested information or just log in to your account if you are a returning customer. Before finalising the order you will be asked to enter any discount code you may have and select a payment and shipping method.

Once you click on 'place your order' or 'continue to PayPal' your order is final. This means you will have to pay the purchase price.

If you are ordering over the phone, the Sonos sales team will talk you through the process and will summarise your order. Once you've confirmed your order the sales team will charge your payment method of choice and the order is final.

If any of the scenarios for non-acceptance apply, Sonos may reject or cancel your order in which case we will refund any payment you have made.

Once you have placed your order, you will receive an order confirmation by email.

We will process your order as soon as we have received confirmation of your payment. See <u>shipping and delivery</u> for more information on when you may expect to receive your Sonos products.

# 4. Non acceptance of your order

If any of the following scenarios should arise, Sonos may choose to cancel your order and refund your payment:

- 1. You are not meeting the requirements to purchase;
- 2. Sonos is unable to obtain authorisation of your payment;
- You are requesting shipment to a country that is not within the <u>Sonos Service Region</u>;
- 4. Products shown on the Website contain a manifest error, such as being incorrectly priced or otherwise incorrectly described;
- 5. Other special circumstances that justify cancellation of the order, including but not limited to the misuse of a discount code and/or suspicion of fraud.

# 5. Payment options and taxes

We offer various ways for you to pay for your order: Visa, MasterCard and PayPal.

All prices displayed on the Sonos website are inclusive of GST. Sonos purchases will include GST based upon the ship-to-location and the GST rate in effect at the time of shipping.

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

- **a.** Promotional vouchers, discounts 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, discounts 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 codes 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, discounts 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, discount or discount code, we reserve the right to reject and/or cancel the order.

# 7. Delivery and (free) shipping

If you place your order before 12:00 PM Australian Eastern Standard Time, and your payment is confirmed, we will ship your order the same business day. We will send you a shipping confirmation and tracking code as soon as we have handed your order to the shipping company.

Title to the products in your order will transfer to you when the products are picked up by the shipping company at our warehouse. Risk of loss will transfer to you when the products are delivered to you, or a person designated by you.

Our standard express shipping is free of charge if your order is shipped within the <u>Sonos</u> <u>Service Region</u> and you will be provided with an estimated delivery timeframe during the checkout process. Our shipping 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 shipping partner and is not provided by Sonos.

If you need a speedier delivery please contact <u>Sonos Customer Care</u>, and additional costs may apply.

If you require shipping to a country that is not part of the Sonos Service Region, please contact Sonos Customer Care.

#### Note that:

- It is not possible to deliver to freight forwarders, hotels or Australian Defence Force services.
- We don't ship on either weekends or public holidays and we don't deliver on public holidays.
- For countries outside of Australia additional import duties and/or taxes may apply. Moreover, customs clearance may add additional transit time.
- From time to time Sonos may offer products for pre-orders or backorders. In such case we will not be able to ship to you within the delivery terms as set out above and will inform you of the expected shipping date when known.
- If your order is subject to review due to a suspicion of fraud, delivery may be delayed and/or cancelled.

## 8. Our 30-day return policy / Your right to withdraw the purchase

We're confident that you'll love your new Sonos product, however, if you're unsatisfied for any reason, simply let us know within 30 days. We will refund the full purchase price and we will even cover the shipping cost back to us.

In order to return your Product under the return policy, please check that:

- 1. You have purchased the product directly from Sonos (via phone or via the Website);
- 2. You contact Sonos and begin the return process within 30 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;
- 3. the product is returned in the original Sonos packaging, with all materials included, and in new or as-new condition; and
- 4. You strictly follow the Sonos return instructions as set out below.

## 9. A defective Sonos product? This is our Sonos Warranty.

We stand for the quality of our Sonos products. We offer a one (1) year full warranty on all products sold. The details of this warranty are set out in our <u>Terms of Use, License and Warranty Agreement</u>. A summary of the conditions of the Sonos Warranty is set out below. In the event that there is any conflict between this summary and the Terms of Use, License and Warranty Agreement, the Terms of Use, License and Warranty Agreement will control.

Your local consumer protection laws may provide additional rules on warranty. The Sonos Warranty does not in any way restrict the rights that you may have under such rules.

The Sonos Warranty covers defects in materials and workmanship in every Sonos product for one (1) year from the date of shipment from Sonos or the date of the original retail purchase from an Authorised Sonos Dealer. The Sonos warranty does not guarantee that Sonos products will at all times operate without interruption or will be error-free, or that all errors may be corrected.

If you have a valid claim under the Sonos Warranty and have returned the product in accordance with the procedure set out below, we will repair or replace the defective product free of cost.

If we determine that the problem is not covered under the Sonos Warranty, we will notify you and inform you of service or replacement alternatives that are available to you for an additional fee.

The warranty period is not extended if we repair or replace your product.

Your Sonos Warranty is transferable with ownership, so if you give or sell the Sonos product to someone during the guarantee period, it's still covered.

There are some exclusions to the Sonos Warranty, including but not limited to:

- Problems that result from external causes such as accident, abuse or misuse;
- Use that is not in accordance with Sonos' product instructions;
- Products with missing or altered serial numbers;
- Products which have had their housings opened or are otherwise tampered with; or
- Problems caused by using third party accessories, parts, or components.

#### <u>Declaration of conformity</u>

# 10. What you need to do if you want to return a product

To return a product from within the <u>Sonos Service Region</u>, please follow the instructions set out below.

If you want to return a product from a location outside the Sonos Service Region, please contact <u>Sonos Customer Care</u>. There may be restrictions as to our ability to handle your claim and/or there will be shipping costs involved in returning the product. The Sonos Customer Care team will be able to provide more information.

## 1. Contact Sonos Support to get a RMA number

To return a product from within the <u>Sonos Service Region</u> you can obtain a Return Merchandise Authorization (RMA) number by contacting Sonos Customer Care. Just call us at the free phone number or use any of the other contact methods listed.

## 2. Use the Sonos shipping label and save a copy

You will receive an email confirming the RMA number. This email will include a prepaid returns shipping label. Use the Sonos shipping label you have received and follow the shipping instructions set out on the label to send the products back to Sonos. We are unable to process returned products sent using an alternate carrier or shipping label. Please ensure that all previous shipping labels or other markings have been removed or covered completely prior to applying the provided return shipping label. Retain a copy of the shipping label with the applicable tracking number signed by an agent of the carrier.

# 3. Return the product within 14 days of the RMA issue

Sonos 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 components of the product need to be included. When returning a product under the 100 day return policy, the product must be returned in its original Sonos packaging.

# 4. Receive your refund or a repaired or replacement product

If you have returned the product under the 100 day return policy, provided your return meets the above conditions, you may expect to see a credit to your account within 10 – 15 working days. Credit will be issued in the same manner as your original purchase payment.

If you are returning a defective product under the Warranty, we offer advanced replacement. Your replacement product(s) will ship within 1-2 working days from the RMA request. If your product(s) does not qualify for advanced replacement, your product(s) will ship upon receipt and inspection of your original product(s). We may require a valid credit card number to ship replacement product(s).

If we provide you with an advanced replacement product(s) and 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 or any local consumer protection laws, 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. Limited Editions

From time to time we may offer limited edition products. Our terms of sale are applicable to our limited edition products, in addition to the below terms and conditions:

- 5. Discounts and promotion codes are not eligible on limited edition products
- 6. Each limited edition is unique and may look and perform differently than standard Sonos products.

7. Returns and replacements will be accepted for limited edition products, subject to our Terms of Use, License and Warranty Agreement. A limited edition replacement is subject to availability and your replacement may be another Sonos product of like kind and quality. Please go to https://support.sonos.com for more details or to process a return.

## 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 (<u>available here</u>). Please take time to read this, as it includes important information which applies to you.

## 13. General Legal Terms

Sonos may change these Terms of Sale at any time by posting revised terms on this Website. However, such changes will not affect the terms applicable to sales that were concluded prior to the date the revised Terms of Sale were posted. If any part of these Terms of Sale are for any reason unenforceable, that shall not affect the validity and enforceability of any of the remaining provisions of the Terms of Sale.

These Terms of Sale are subject to the law of the country/state where you live.

## 14. How to reach us for questions or comments

## **Questions or Comments?**

If you have any questions or comments feel free to <u>contact us</u> or go straight to the top and email our CEO at ceo@sonos.com.

If you contact us, it is helpful if you give a clear description of your question or comment. This will make it easier to sort it out for you. Also include your email or telephone number, so we know where to reach you. We will do our best to respond to your communication within one working day. If it will take longer to resolve your issue, we will let you know.

#### Company details

We are Sonos Australia Pty Ltd in Melbourne, Australia

#### Our office:

Ground Floor, 378 Burwood Highway Burwood East VIC 3151 Telephone: 1800 4 SONOS (76667) (Customer Care) 0398 740 800 (Corporate Office) We have several offices in other countries.

# 14. Goods supplied in Australia

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.