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 End User License and Warranty Agreement (EULA) and our Privacy Policy. By placing an order you agree to be bound by these Terms of Sale, the EULA and our Privacy Policy.

1. Prices and conditions

All prices mentioned in the web shop are inclusive of V.A.T. and within the Sonos Service Region, we will ship your product to you for free. See the section on <u>Payment options and taxes</u> for more detailed info on V.A.T.

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 delivery 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 authorized 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 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 finalizing the order you will be asked to enter any discount code you may have and select a payment and shipping method. Professional customers will be able to enter their V.A.T. number.

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 summarize 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 for sale;
- 2. Sonos is unable to obtain authorization of your payment;
- 3. You are requesting shipment to a country that is not within the Sonos Service Region;
- 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, American Express and PayPal.

Value added tax ("VAT") is charged in accordance with local legislation in each country. Your final price will reflect the correct VAT rate for the destination country of your order.

If you are a company, you represent that your VAT registration number and all other information provided by you is true, accurate and up-to-date and you will immediately update any such information held by Sonos in the event of any change. We reserve the right to charge you any applicable unbilled VAT if you provide a VAT registration number that is determined to be invalid, not in accordance with your business details, or that the tax authorities have deemed not to be related to the account holder.

A VAT invoice will be provided via the email address you provide after your order has been placed. This invoice should be used for all VAT refund and reporting purposes. The invoice will include the Sonos VAT Registration Number.

6. Delivery and (free) shipping

If you place your order before 12.00 hrs (UK, Ireland) – 13.00 hrs (Continental Europe), and your payment is confirmed, we will ship your order the same business day. We will send you a shipping conformation and tracking code as soon as we have handed your order to the shipping company.

You normally will receive your Sonos products within 2-3 working days of your order. Such shipping is free of charge if your order is shipped within the <u>Sonos Service Region</u>. 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 you can opt for express delivery when placing your order. The additional cost for express shipping are indicated. So you will know what the costs will be before selecting the option.

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

Note that:

- It is not possible to deliver to freight forwarders, hotels, PO Boxes or army BFPO
- We don't ship on either weekends or public holidays and we don't deliver on public holidays

- For countries outside the EU (for example Norway and Switzerland) additional import duties and/or taxes may apply. Moreover, customs clearance may add additional transit time
- We may from time to time 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

7. Our 100 day return policy / Your right to withdraw the purchase

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. We will pick up the product free of cost at the original delivery address (in the <u>Sonos Service Region</u>) and refund the full purchase price.

If you need to return a product from outside of the Sonos Service Region, please contact <u>Sonos Customer</u> <u>Care</u>. Shipping charges may apply.

In order to return your Product under the 100 day 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 100 days from the original shipment date;
- 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.

8. A defective Sonos product? This is our Sonos Warranty

We stand for the quality of our Sonos products. We offer a 2 year full warranty on all products sold. The details of this warranty are set out in our <u>End User License and Warranty Agreement (EULA)</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 EULA, the EULA 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 two (2) years 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.

9. 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 <u>free phone</u> number or use any of the other contact methods listed.

Alternatively, if you are returning a product under the 100 day return policy, you can print and email this <u>return form</u>.

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 contents (brochures and wires) 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 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 thencurrent 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.

10. 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 where you live. If we are unable to resolve any conflict between us, you may submit it for dispute resolution via http://ec.europa.eu/consumers/odr (EU only) or to a competent court in your country of residence.

11. How to reach us for questions or comments

Questions or Comments?

If you have any questions or comments feel free to contact us.

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 Europe B.V., we are a subsidiary of Sonos Inc. in Santa Barbara, U.S.A.

Our office:

Schuttersweg 1217 PZ Hilversum

Telephone: + 31 (0)35 - 35 62 60 520

Formal registration numbers

Chamber of Commerce: 32107881

VAT: NL814254330B01

We have several offices in other countries.

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