



AVI HIFI LTD AND SPEAKER TECHNIQUES – TERMS OF USE

1. INTRODUCTION

- 1.1 You will be able to access most areas of this Website without registering your details with us.
- 1.2 We may revise these terms and conditions at any time by updating this posting. You should check this Website from time to time to review the then current terms and conditions, because they are binding on you. Certain provisions of these terms and conditions may be superseded by expressly designated legal notices or terms located on particular pages of this Website. If you do not wish to accept any new terms and conditions after we have given notice, you should not continue to use this Website.

2. ORDERING FROM US

- 2.1 You are deemed to place an order with us by ordering via our online checkout process. As part of our checkout process you will be given the opportunity to check your order and to correct any errors. We will send you an order acknowledgement, detailing the products you have ordered.
- 2.2 Our acceptance of an order takes place when we despatch the order. When we despatch the order the purchase contract will be made even if your payment has been processed immediately, unless we have notified you that we do not accept your order or you have cancelled your order.
- 2.3 We may refuse to accept an order: where goods are not available;
 - 2.3.1 where we cannot obtain authorisation for your payment;
 - 2.3.2 if there has been a pricing or product description error; or
 - 2.3.3 if you do not meet any eligibility criteria set out in our terms and conditions.

3. PRICING

- 3.1 All prices include UK VAT (where applicable) at the current rates. We reserve the right to express the price exclusive of VAT, but we shall show VAT separately and include it in the total price.
- 3.2 Where we charge separately for packing, carriage and insurance and other relevant charges, the appropriate rates are set out in our specified pricing structure shown elsewhere on this Website.
- 3.3 Our prices are reviewed periodically.
- 3.4 N.B., The customer is liable for any local import duties or other tax liabilities, we advise customers to make themselves aware of any potential liability before purchase.

4. CANCELLING AN ORDER

- 4.1 Transactions made within the EU are subject to the Distance Selling Regulations that set out the rights and responsibilities of both parties. Speaker Techniques Ltd. is dedicated to providing the highest standards of customer service and extends many of the customer rights defined in the Distance Selling Regulations to customers outside the EU.
 - 4.1.1 EU Customers:-
 - 4.1.2 Goods not despatched: If you wish to cancel your order you can notify us by email to sales@avihifi.com. (DSR 3.26)
 - (a) If we have not despatched the goods to you we will cancel the order and refund the amount you paid within 7 days (DSR 3.35)
 - 4.1.3 Goods delivered: You have the right to cancel your order within 7 days from the delivery date. (DSR 3.23)
 - (a) During the 7 days you have the right to open the packaging and examine the goods.
 - (b) If you wish to cancel your order you can notify us by email to sales@avihifi.com. (DSR 3.26)
 - (c) Goods must be returned in original packaging or there is a danger of damage occurring in transit, please contact us in advance if there is any reason why the original packaging cannot be used.
 - (d) Please ensure loose items such as AC line cords are packed securely.
 - (e) You have a duty of care while the goods are in your possession (DSR 3.60). provided the goods are returned complete, with all accessories and undamaged we will refund the amount you paid within 7 days. Compensation will be claimed for items returned incomplete or damaged. (DSR 3.44)
 - (f) Goods should be returned at the customers expense (DSR 3.55), we recommend using an insured carrier service.
 - 4.1.4 Outside EU Customers:-
 - 4.1.5 Goods not despatched: If you wish to cancel your order you can notify us by email to sales@avihifi.com.
 - (a) If we have not despatched the goods to you we will cancel the order and refund the amount you paid within 7 days
 - 4.1.6 Goods delivered: You have the right to cancel your order within 7 days from the delivery date.
 - (a) During the 7 days you have the right to open the packaging and examine the goods.



- (b) If you wish to cancel your order you can notify us by email to sales@avihifi.com.
- (c) Goods must be returned in original packaging or there is a danger of damage occurring in transit, please contact us in advance if there is any reason why the original packaging cannot be used.
- (d) Please ensure loose items such as AC line cords are packed securely.
- (e) You have a duty of care while the goods are in your possession, provided the goods are returned complete, with all accessories and undamaged we will refund the amount you paid within 7 days less our shipping costs. Compensation will be claimed for items returned incomplete or damaged.
- (f) Goods should be returned at the customers expense, we recommend using an insured carrier service.

5. LICENCE

- 5.1 You are permitted to print and download extracts from this Website for your own use on the following basis:
- 5.1.1 no documents or related graphics on this Website are modified in any way;
 - 5.1.2 no graphics on this Website are used separately from accompanying text; and
 - 5.1.3 any of our copyright and trade mark notices and this permission notice appear in all copies.
- 5.2 Unless otherwise stated, the copyright and other intellectual property rights in all material on this Website (including without limitation photographs and graphical images) are owned by us or our licensors. For the purposes of these terms and conditions, any use of extracts from this Website other than in accordance with clause 5.1 above for any purpose is prohibited. If you breach any of the terms in these terms and conditions, your permission to use this Website automatically terminates and you must immediately destroy any downloaded or printed extracts from this Website.
- 5.3 Subject to clause 5.1, no part of this Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.
- 5.4 Any rights not expressly granted in these terms are reserved.

6. SERVICE ACCESS

- 6.1 While we endeavour to ensure that this Website is normally available 24 hours a day, we will not be liable if for any reason this Website is unavailable at any time or for any period.
- 6.2 Access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

7. LINKS TO AND FROM OTHER WEBSITES

- 7.1 Links to third party websites on this Website are provided solely for your convenience. If you use these links, you leave this Website. We have not reviewed all of these third party websites and do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk.
- 7.2 If you would like to link to this Website, you may only do so on the basis that you link to, but do not replicate, the home page of this Website, and subject to the following conditions:
- 7.2.1 you do not remove, distort or otherwise alter the size or appearance of the Speaker Techniques Ltd logo;
 - 7.2.2 you do not create a frame or any other browser or border environment around this Website;
 - 7.2.3 you do not in any way imply that we are endorsing any products or services other than our own;
 - 7.2.4 you do not misrepresent your relationship with us nor present any other false information about us;
 - 7.2.5 you do not otherwise use any Speaker Techniques Ltd trade marks displayed on this Website without our express written permission;
 - 7.2.6 you do not link from a website that is not owned by you; and
 - 7.2.7 your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.
- 7.3 We expressly reserve the right to revoke the right granted in this clause 7.2 for breach of these terms and to take any action we deem appropriate.
- 7.4 You shall fully indemnify us for any loss or damage we or any of our group companies may suffer or incur as a result of your breach of clause 7.2.

8. DISCLAIMER

- 8.1 While we endeavour to ensure that the information on this Website is correct, we do not warrant the accuracy and completeness of the material on this Website. We may make changes to the material on this Website, or to the products and prices described in it, at any time without notice. The material on this Website may be out of date, and we make no commitment to update such material.



8.2 The material on this Website is provided "as is" without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with this Website on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for these terms and conditions might have effect in relation to this Website.

9. LIABILITY

9.1 We, any other party (whether or not involved in creating, producing, maintaining or delivering this Website), and any of our group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this Website in any way or in connection with the use, inability to use or the results of use of this Website, any websites linked to this Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this Website or your downloading of any material from this Website or any websites linked to this Website.

9.2 Nothing in these terms and conditions shall exclude or limit our liability for (i) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law.

9.3 If your use of material on this Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

9.4 You agree to indemnify us fully, defend and hold us, and our officers, directors, employees and agents, harmless from and against all claims, liability, damages, losses, costs (including reasonable legal fees) arising out of any breach of the terms and conditions by you, or your use of this Website, or the use by any other person using your registration details.

10. GOVERNING LAW AND JURISDICTION

10.1 These terms and conditions shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts.

10.2 We do not warrant that materials/items for sale on the Website are appropriate or available for use outside the United Kingdom. It is prohibited to access the Website from territories where its contents are illegal or unlawful. If you access this Website from locations outside the United Kingdom, you do so at your own risk and you are responsible for compliance with local laws.

11. MISCELLANEOUS

11.1 You may not assign, sub-license or otherwise transfer any of your rights under these terms and conditions

11.2 If any provision of these terms and conditions is found by any court of competent jurisdiction to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions which shall continue to have full force and effect.

11.3 Only the parties to these terms and conditions may seek to enforce them under the Contracts (Rights of Third Parties) Act 1999.