

# SOUNDBOKS

B2B Terms and Conditions

**TERMS & CONDITIONS FOR SALES TO PROFESSIONAL BUYERS**

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Last Modified Date: May 1, 2023

**1. SCOPE OF APPLICATION**

The following terms and conditions ("**Terms**") govern the purchase of products (the "**Products**") by you in our webshop, located at <https://www.soundboks.com> and its subdomains ("**Webshop**"), as well as purchase orders that are placed directly with us via e-mail or telephone. In such case the order will be confirmed by us by e-mail. The provisions of these Terms that are solely related to purchases through our Webshop are in such case not applicable.

Together with your order and our acceptance and our confirmation of the purchase, these documents will constitute a Purchase Contract. However, if we agree to a specific purchase contract with you, the terms of that specific contract that deviate from these Terms, will prevail over these Terms.

These Terms are only applicable to professional purchasers, companies and private persons who purchase our Products predominantly for business use. However, these Terms are not applicable to the purchase of Products that are rented out by the purchaser. In case of a rental activity, our specific terms and conditions for rental activity apply.

These B2B Terms and Conditions are available in English only.

The owner and operator of the Webshop is:

Europe:  
SOUNDBOKS ApS  
Esromgade 15  
2200 Copenhagen  
Denmark  
Phone: +45 42656340  
E-Mail: [info@SOUNDBOKS.com](mailto:info@SOUNDBOKS.com)  
CVR nr. 36457597

North America :  
SOUNDBOKS INC  
1968 S. Coast Hwy #2510  
Laguna Beach, CA 92651  
USA  
Phone: +1 (310) 774-0480  
E-Mail: [info@SOUNDBOKS.com](mailto:info@SOUNDBOKS.com)

SOUNDBOKS ("hereafter "SOUNDBOKS" or "We") is the seller of the Products offered at the Webshop or ordered through other distant communications. The legal entity acting as the seller in transactions with customers outside of Europe and North America is specified in the order confirmation.

By placing an order in the Webshop and checking the tick box that confirms your acceptance of these Terms, or by placing a purchase order by e-mail or by telephone, you and the organisation that you represent agree that these Terms apply, together with our Privacy Policy and our Website Use Terms, and you agree that you fully understand these Terms and all other contractual information in the English language. In case of a conflict between these Terms and the Website Use Terms, these Terms shall prevail. We advise you to download these Terms or to make a print of these.

## 2. NOTIFICATIONS AND CHANGES TO THE TERMS

### 2.1 Notifications

Your acceptance of these Terms constitutes your consent to SOUNDBOKS providing notifications, whether such notifications are required by law or are for other purposes, to you via e-mail notice, written or hard copy notice, or through posting of such notice on our website, as determined by us in our sole discretion. SOUNDBOKS reserves the right to determine the form and means of notifications, provided that you may opt out of certain means of notification. SOUNDBOKS is not responsible for any automatic filtering you or your network provider may apply to e-mail notifications that we send to the e-mail address that you provide us.

### 2.2 Changes to the Terms

SOUNDBOKS may, in its sole discretion, modify or update these Terms from time to time, and so you should review this page periodically. When we change the Terms in a material manner, we will update the 'last modified' date at the top of this page. Your continued use of the Webshop after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these Terms or any future Terms, do not use or access (or continue to access) the Webshop.

SOUNDBOKS shall have the right to restrict or modify the access to the Webshop.

## 3. ORDERS AND FORMATION OF CONTRACT

Our line of Products is presented on the pages of our Webshop. These can be selected for purchasing and will then be added to your shopping basket. You can continue shopping after putting a Product in your shopping basket, and you can correct the intended purchases in your shopping basket before you place a final order. You can order the Products in your shopping basket by clicking the order

button. A final list of the ordered Products, the means of delivery, the related costs and accepted means of payment will be presented to you before you finally click to order. You need to accept the Terms that are applicable at the time of your order by ticking the tick box that asks for this confirmation before clicking the order button.

The presentation of our line of Products in the Webshop does not represent a binding contractual offer by SOUNDBOKS. By placing an order, you make a binding contractual offer to buy the Products listed in your shopping cart.

Your order is only valid :

- If you are at least 18 (eighteen) years old;
- If you order Products with a maximum of 9 (nine) units. Orders exceeding this quantity can only be purchased through a direct contact with SOUNDBOKS at the e-mail address [sales@soundboks.com](mailto:sales@soundboks.com).

When you have placed an order, we will send you an e-mail with your order number and a listing of the items that you have ordered. This e-mail is a confirmation of receipt of your order. However, after receipt of your order, SOUNDBOKS is not obliged to accept your order. A binding contract is only concluded when we send you a shipment confirmation, which confirms that your order has been accepted. For the avoidance of doubt, you agree that your order is an offer to buy, under these Terms, all Products or services listed in your order. All orders must be accepted by SOUNDBOKS or we will not be obligated to sell the Products or services to you. SOUNDBOKS may choose not to accept your order at its sole discretion, even after we send you an order confirmation email.

You may cancel your order at any time before you have received our shipment confirmation e-mail by contacting our Customer Service at [info@soundboks.com](mailto:info@soundboks.com).

We cannot guarantee the availability in due time of all Products presented in our Webshop, although we try to our best efforts to ensure the availability.

The data that are registered on our servers will provide proof of the transactions that take place between us and you, unless proven otherwise.

#### **4. CANCELLATION**

After our shipment confirmation e-mail, you have no legal right to cancel the purchase nor to return Products, unless in case of non-conformity or defects as further described. However, you may contact our Customer Service (for Europe: SOUNDBOKS ApS, Esromgade 15, 2200 Copenhagen, Denmark, Phone: +45 42656340; or for North America: SOUNDBOKS Inc., , 1968 S. Coast Hwy #2510, Laguna Beach, CA 92651, USA, Phone +1 (310) 774-0480; E-Mail: [info@SOUNDBOKS.com](mailto:info@SOUNDBOKS.com)) and if we come to an arrangement you may return the Products at your own costs and we will make a deal in accordance with the financial conditions of our arrangement. In such case, and unless otherwise agreed, you shall return the Products to us immediately and in any event no later than 5 (five) calendar days after the day on which we reach an agreement concerning cancellation of the Purchase Contract. Unless the Products are returned to us for reason of defect or non-conformity as stated in section 9, you shall bear the direct costs of returning the Products. You must take good care of the Products while they are in your possession, and you may only handle and use them as is required to assess the nature, characteristics, and the functioning of the Products. You shall be liable for any loss

in value of the Products if such loss in value is due to a handling of the Products that is not necessary for an assessment of their nature, characteristics, and functioning.

## 5. TERMS OF PAYMENT, PRICES, DELIVERY COSTS, TAXES AND DUTIES

### 5.1 Prices

Prices for our Products derive from the prices stated in the Webshop on the respective day of ordering, and are subject to change without notice. All prices are given in US Dollars, Canadian Dollars, Euros, Danish Krone, Swedish Krone, Norwegian Krone or any other currency stated on the web-shop.

Although we try to avoid pricing errors to our best efforts, we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

### 5.2 Delivery costs

In addition to the purchase price, the delivery costs stated in our Webshop on the day of ordering are also due. The delivery costs will be based on the place and method of the delivery of the Products and will be added to the price in your basket before you place your order. You may contact us in order to ask for a different delivery method. In such case we may agree to a different method and if applicable an additional cost.

### 5.3 Taxes and VAT

Depending on your country of residence, value-added taxes, sales taxes and/or other federal, state, and local statutorily required taxes may be payable. You acknowledge that payment of value-added taxes, sales taxes and/or other federal, state, and local statutorily required taxes may be required for releasing the ordered Products from your customs, postal service or authorities on arrival. Our [country page](#) explains for each country whether we during check out will determine the above mentioned taxes and whether these will be included in our price or will be payable by you. We recommend you to verify which taxes are applicable to your country of residence.

European businesses must provide a valid VAT number when placing their order. By doing so, you warrant that the VAT number provided by you is correct and belongs to you/your organisation. You are solely responsible for this information and the consequences thereof, such as VAT exemption. If VAT exemption is incorrectly applied to your order based on information provided by you, you will be liable towards the relevant authorities.

US and Canadian businesses must provide a valid tax exempt certificate when placing their order to purchase without sales tax. By doing so, you warrant that the information provided is correct and belong to you/your organisation. You are solely responsible for this information and the consequences thereof, such as sales tax exemption. If sales tax exemption is incorrectly applied to your order based on information provided by you, you will be liable towards the relevant authorities.

### 5.4 Duties

Depending on your country of residence, additional duties, import fees, taxes and other charges may be payable. You acknowledge that payment of such duties, fees, taxes or charges may be required for releasing the ordered Products from customs on arrival. Our [country page](#) explains for each country whether we will determine the above mentioned duties, fees, taxes or charges and whether these will be included in our price or will be payable by you. We recommend you to verify which duties are applicable to your country of residence.

## 5.5 Payment

We accept credit and debit cards that are approved by us as well as other means of payment offered to you during the ordering process. Your payment card will be charged when your order has been confirmed by us in our shipment confirmation e-mail. We will ship your ordered Products when your card issuer has authorized the use of your payment card for these purchases.

You represent and warrant that (i) the credit card information you supply to us is true, correct, and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honoured by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including shipping and handling charges and all applicable taxes and duties, if any, regardless of the amount quoted on the Webshop at the time of your order.

We may involve third party service providers to process your payment. In such case you may be directed to their services. The processing of your personal data by such service provider shall be governed by the privacy policy of such service provider. WE MAKE NO WARRANTY OR REPRESENTATION REGARDING ANY TRANSACTIONS, PRODUCTS, OR SERVICES EXECUTED THROUGH A THIRD-PARTY, OR BY A THIRD-PARTY IN CONNECTION WITH A SOUNDBOKS PRODUCT OR SERVICE, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK.

All refunds done by us in relation to a Purchase Contract, will be done using the same means of payment as you used for the original transaction unless expressly agreed otherwise with you. In no event will you be charged for a refund.

## 6. GIFT CARDS

We do not offer gift cards to professional purchasers.

## 7. DELIVERY AND PASSING OF RISK

Orders are shipped on INCOTERMS DAP (Delivered At Place) unless otherwise stated.

Delivery of Products is only possible in regions that are individually listed in the Webshop and can be selected during the order process process.

Shipping time for Products in stock is approximately 2 to 6 (two to six) working days from SOUNDBOKS' receipt of payment. For Products not in stock or in case there are unusual order peaks, longer waiting times may occur, and we reserve the right to extend the shipment time to 3 (three)

calendar weeks, or longer, from receipt of payment. In such case you will receive a confirmation dispatch via e-mail. If it is not possible to ship any Products within 30 (thirty) calendar days after receipt of payment, or any additional period if that is explicitly agreed with you, we will cancel the order for the Product and we will refund the paid price for the Product within 30 (thirty) calendar days.

We reserve the right to make partial deliveries when reasonable. Higher costs resulting from partial deliveries will be borne by us.

Shipping and delivery dates are only estimates and cannot be guaranteed. We are not liable for any delays in shipments. We cannot be held responsible for a delay or any other failure caused by circumstances beyond our reasonable control (“Force majeure”), including without limitation civil unrest, war, embargo, terrorist attack, natural disasters such as fire, flood, explosion, earthquake, storm, epidemic disease, unavailability of transport or telecommunication networks, general strike, acts of public authorities, and any errors in the data that you provide.

The risk of loss or damage to the Products will pass to you from the moment that you (or anyone nominated by you) receives the Products.

## **8. RETENTION OF TITLE**

We retain title of delivered Products until payment of the purchase price and the delivery costs has been received in full for the respective Products.

As long as Products are not fully paid, you are only entitled to resell the Products under normal trading conditions and the conditions stated in this paragraph. You assign to us as of now all debts to the sum of the final invoice amount (including value-added tax) of the claim for remuneration which arise for you from the resale. After this assignment, you remain authorized to collect the debt. Our power to collect the debt ourselves remains unaltered by this. However, we undertake to refrain from collecting the debt as long as you meet the payment obligations from the collected revenues, do not delay payment and have not filed an application to open insolvency proceedings, or payments have ceased. If, however, this is the case, we may demand that you declare assigned debts and their debtors, give all information required for collection, submit all associated documents, and notify the third parties of the assignment.

While the retention of title exists, the Products may not be pledged or transferred by way of security. You are then obliged to inform us of every pledge, damage or other loss of the Products immediately.

## **9. WARRANTY**

SOUNDBOKS warrants that its Products are during a warranty period of 1 (one) year free from defects in material and in workmanship under normal and proper use. Products that are rented out are covered by the warranty provisions of our specific terms for rental activity. You must make sure that the installation of a purchased Product is done correctly and that all required updates of software, if any, are done regularly.

You should examine the quality and the quantity of the delivered packages within 5 (five) calendar days after the delivery. If the Product(s) delivered to you are damaged during transportation, are otherwise defective or are not the items that you ordered (“non-conform”), or if the delivery is

incomplete, please contact our Customer Service by e-mail at [info@soundboks.com](mailto:info@soundboks.com). A claim which is based on a visible defect or non-conformity must be notified to us within a period of 10 (ten) calendar days after the delivery. Any defects or non-conformity which is not visible at the time of delivery must be notified to us within a period of 15 (fifteen) calendar days after the discovery of the defect or non-conformity.

Our Customer Service will arrange for the repair or replacement, free of charge, of defective or non-conform Products within the warranty period if you. In such case, you will return the defective or non-conform Product to the return address that we indicate, according to the instructions of our Customer Service, in the condition of the Product that was delivered, with any labels that are required by Customer Service.

The cost of the return shipment will be borne by us if you are located in Europe or North America, while if you are located elsewhere the cost of return shipment will be borne by you. You have the right to request either repair or replacement of such Products, and SOUNDBOKS will remedy according to your choice within a reasonable time, unless the chosen remedy would impose disproportionate costs, taking into consideration the significance of the lack of conformity and other relevant circumstances. If you demand repair or replacement that is impossible or can only be done with disproportionate costs, SOUNDBOKS will be entitled to propose the other remedy (either repair or replacement) or, if the cost thereof would still be disproportionate, a proportionate price reduction or termination of the Purchase Contract.

Repairs will be done in our maintenance site after you return the Product. If we replace a returned original Product, an identical model of the Product will be shipped to the delivery address that was indicated for the original delivery. If we don't have the requested Product in stock and are unable to deliver it within a reasonable timeframe, we will terminate the Purchase Contract and refund the amount paid for the Product. If the entire original shipment is refunded, we will also refund the original shipment cost.

If we cannot replace or repair a defective Product within reasonable time, you may (1) request a proportionate price reduction or you may (2) terminate the Purchase Contract with a refund of the price and the shipment cost paid by you. The right to terminate the Purchase Contract is excluded if the delivered Product deviates only insignificantly from the agreed quality or if the contractual or normal use of the Product is only insignificantly impaired. In case of replacement or termination of the Purchase Contract, the returned Products will be property of SOUNDBOKS.

The warranty does not cover damage or failures that are a result of:

- Damage caused by accident, unreasonable use or neglect;
- Damage resulting from failure to follow instructions contained in the owner's manual;
- Damage resulting from the performance of repairs by someone other than as authorized by SOUNDBOKS
- Deterioration of component parts, the nature of which is to become worn or depleted with use such as batteries and headphone ear pads

This Warranty covers only actual defects within the SOUNDBOKS Product itself and does not cover the installation or removal of any Product from a fixed installation, set up, or adjustments,



performance variations resulting from the end-users' circumstances, such as source quality or product modifications.

EXCEPT FOR THE WARRANTIES SET FORTH BY SOUNDBOKS, WE MAKE NO CONDITION OR WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS OR SERVICES PURCHASED THROUGH THE WEBSHOP, OR BY-EMAIL OR BY TELEPHONE CALL, INCLUDING ANY (I) CONDITION OR WARRANTY OF MERCHANTABILITY; (II) CONDITION OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (III) CONDITION OR WARRANTY OF TITLE; OR (IV) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

The warranty cannot be assigned or transferred to any subsequent purchaser or user.

**How to obtain warranty service or make a warranty claim:**

For Europe: Contact SOUNDBOKS ApS, Esromgade 15, 2200 Copenhagen N, Denmark, CVR nr. 36457597, Phone: +4542656340; E-Mail: [info@SOUNDBOKS.com](mailto:info@SOUNDBOKS.com).

For US and Canada: Contact SOUNDBOKS INC, 1968 S. Coast Hwy #2510, Laguna Beach, CA 92651, USA, Phone: +1 (310) 774-0480; E-Mail: [info@SOUNDBOKS.com](mailto:info@SOUNDBOKS.com).

For other markets please contact the legal entity indicated on your invoice.

Follow the procedures specified by the service provider.

## 10. SOUNDBOKS LIMITED COMMERCIAL WARRANTY

The SOUNDBOKS Limited Commercial Warranty ("SOUNDBOKS warranty") is an additional limited commercial warranty provided by SOUNDBOKS free of charge for a period of 1 (one) year after the expiry of the warranty period stated in section 9. The SOUNDBOKS limited commercial warranty is only applicable to Products purchased for the purchaser's own, internal use, and thus where the purchaser is not a retailer, distributor, rental company or other business that uses the Product for other purposes than internal use. The SOUNDBOKS limited commercial warranty is only applicable to the "SOUNDBOKS (Gen. 3)" and "SOUNDBOKS GO" line of Products purchased directly from SOUNDBOKS, and it has a different scope than the warranty in section 9.

You must complete the necessary steps to register your Product in the SOUNDBOKS APP before the end of the warranty period to be eligible for the SOUNDBOKS Limited Warranty. After completing the registration, 1 (one) year of extra limited warranty is automatically added to the registered Product. The extra year of limited warranty starts when the warranty of the Product expires and lasts for 1 (one) year. The additional warranty is only valid if the owner remains a registered member. The SOUNDBOKS Limited Warranty cannot be assigned or transferred.

SOUNDBOKS provides this additional warranty for any defects which can be proven to have been caused by a material deficiency or a manufacturing error and it does not cover defects or damages caused by your improper use. The SOUNDBOKS Limited Warranty does not interfere or replace any legal regulations of the legal guarantee. Customers have no legal rights to claim warranty extensions for services (such as repairs) carried out by the SOUNDBOKS Limited Warranty.

Product defects which are recognised by SOUNDBOKS as being subject to the warranty obligation shall be remedied as follows, at our discretion: You shall either be provided with a Do-it-Yourself (DIY) repair kit or the defective Product shall be repaired free of charge or replaced with a fully functional Product (a subsequent model if necessary). Products and components which have been replaced shall become the property of SOUNDBOKS.

**The SOUNDBOKS Limited Warranty DOES include:**

- Replacement or repair of defective components of the registered Product.
- Handles, ball corners, UI panel, Pro Panel that break off or become unusable.

**The SOUNDBOKS Limited Warranty DOES NOT Include:**

- Cost of shipping of the replacement parts to the customer OR shipping cost of the speaker to be repaired.
- Repair and/or replacement of any SOUNDBOKS accessories purchased with or separately from the registered Product including, but not limited to: BATTERYBOKS, CHARGER, BACKPACK.
- Damage of the cabinet of the registered Product.
- Damage to the grill of the registered Product.
- Repair of any damages if you use the Product in a manner incompatible with that intended design including damage by any liquid.
- Product defects caused as a result of failure to follow the instructions for use or of inappropriate use, exceptional environmental conditions, extraneous operating conditions, excessive strain or a lack of maintenance or care.
- Product defects caused by the use of accessories or supplementary or replacement parts which are not original components or are made by third-parties.
- Products which have been modified or supplemented, or when the serial number of a product has been removed.
- Slight deviations from the intended state which do not significantly affect the Product's value or its suitability for use.
- "Cosmetic Damage" which is defined as scratches, dents, dings, scuffs, stains, color changes, normal wear and tear, technological obsolescence, or other non-functional changes in the appearance of the Product that occur during normal handling and use of the SOUNDBOKS.
- Replacement of any non-defective pieces in the speaker (for example, if only one component is defective, then we will only replace the defective component).

Claims other than the right to remedy defects referred to in these sections concerning the limited warranty are not covered by this warranty.

Warranty claims must be asserted within the additional limited warranty period. In order to do so, please contact us via e-mail ([info@soundboks.com](mailto:info@soundboks.com)). The Product in question must then be returned to SOUNDBOKS with a copy of the original invoice.

EXCEPT FOR THE LEGAL GUARANTEE AND WARRANTIES SET FORTH EXPLICITLY BY SOUNDBOKS, WE MAKE NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS OR SERVICES PURCHASED THROUGH THE WEBSHOP, INCLUDING ANY (I) WARRANTY OF MERCHANTABILITY; (II) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (III) WARRANTY OF TITLE; OR (IV) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

## 11. REGISTRATION AND PERSONAL DATA

You can order Products from our Webshop without registration. Registration is necessary if you want to make use of the SOUNDKLUB Limited Warranty.

Personal data provided by you during your registration or when placing your order will only be processed in accordance with our [Privacy Policy](#), and in providing this data you consent to such processing. You confirm that all data provided by you is accurate and complete.

## 12. LIMITATION OF LIABILITY

All information presented at the Webshop is offered 'as is'. Although we aim at our best efforts to provide accurate information, you must always carefully read and respect the specific product information, specifications, compatibility requirements and instructions that are provided with the Products.

To the extent permitted by applicable law, SOUNDBOKS offers no warranties unless explicitly provided in these Terms and SOUNDBOKS accepts no liability in respect of commercial utility or suitability of the Products for your particular purpose, nor provides any warranties concerning the operation of the Webshop.

SOUNDBOKS shall be liable to you for the breach of essential contractual obligations - these are obligations the breach of which endangers the achievement of the purpose of the contract or the fulfilment or which makes the proper execution of the contract possible in the first place, and on the observance of which the customer may regularly rely - (so-called "Cardinal Obligations"). Insofar as the breach of the Cardinal Obligations did not lead to an injury to your life, body or health, the liability shall be limited in amount to the total amount of funds received by SOUNDBOKS from you in connection with your purchase under which such claim arises.

Subject to this section 12, SOUNDBOKS shall be liable to you (i) in accordance with the applicable legislation on product liability (ii) in cases of intentional fault and gross negligence, (iii) for injury to life, body or health, (iv) if SOUNDBOKS assumes an explicit warranty and (v) in all other cases of mandatory statutory liability, in each case in accordance with the applicable statutory provisions.

Other claims for damages against SOUNDBOKS - for whatever cause, in particular due to the breach of duties arising from the contractual obligations of SOUNDBOKS, its legal representatives, employees, subcontractors or agents or from unlawful acts (tort) - are excluded. In particular, but without limitation, SOUNDBOKS shall not be liable for any indirect, moral or consequential damage, such as any loss from inability to use the Product or the cost of using a substitute product, or claims of third parties.

Insofar as the liability of SOUNDBOKS is limited or excluded according to the above provisions, this shall also apply to the personal liability of the legal representatives, employees, subcontractors and agents of SOUNDBOKS.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SOUNDBOKS BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR LIQUIDATED DAMAGES ARISING UNDER THIS AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SOUNDBOKS' AGGREGATE LIABILITY TO YOU ARISING OUT OF THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF FUNDS RECEIVED BY SOUNDBOKS FROM YOU IN CONNECTION WITH YOUR PURCHASE UNDER WHICH SUCH CLAIM ARISES.

### 13. INTELLECTUAL PROPERTY

SOUNDBOKS remains the sole and exclusive owner of all intellectual property rights in and to each Product and service made available on the Webshop or via purchase by e-mail or telephone call, and any related marks, logos, specifications, instructions, documentation, or other materials, including, but not limited to, all related copyrights, patents, trademarks, and other intellectual property rights. You do not and will not have or acquire any ownership of these intellectual property rights in or to the Products or services made available through the Webshop or otherwise, or of any intellectual property rights relating to those Products or services. It is not allowed to use the SOUNDBOKS logo or product images in any online or offline marketing materials, unless specified in previous written communication.

### 14. ENTIRE AGREEMENTS/SEVERABILITY

These Terms, together with any amendments, any documents referred to in these Terms and any additional agreements you may enter into with SOUNDBOKS in connection with the Webshop shall constitute the entire agreement between you and SOUNDBOKS concerning the use of the Webshop and the purchase of our Products through the use of the Webshop, or by e-mail or by telephone.

If any provision of these Terms is deemed invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. Any invalid or unenforceable provision shall be automatically modified and enforced to the largest extent permitted by applicable law, as close as possible to the intention of the invalid or unenforceable provision.

### 15. NO DISTRIBUTION

Our Purchase Contract does not create a distributor- nor agency relationship. Any distribution contract with us shall be drafted as a clear framework contract that includes typical arrangements for a distribution relationship.

**16. NO WAIVER**

No waiver of any provision of these Terms shall be deemed a further or continuing waiver of such provision or any other provision, and SOUNDBOKS's failure to assert any right or provision under these Terms or under the Purchase Contract shall not constitute a waiver of such right or provision.

**17. ASSIGNMENT**

Claims to which you are entitled against us may only be assigned by you with our express written permission.

**18. APPLICABLE LAW AND DISPUTE RESOLUTION**

For customers in Europe: These Terms are governed and construed in accordance with Danish law. The Vienna Convention on Contracts for the international sale of goods (CISG) is not applicable. The courts of Copenhagen, Denmark shall have exclusive jurisdiction for all disputes arising out of or in connection with these Terms and any Purchase Contract made in Europe.

For customers in North-America: These Terms are governed and construed in accordance with the laws of the state of California. The Vienna Convention on Contracts for the international sale of goods (CISG) is not applicable. The courts of Los Angeles, California shall have exclusive jurisdiction for all disputes arising out of or in connection with these Terms and any Purchase Contract made in North-America, including Canada.

For customers outside Europe and North America: These Terms are governed and construed in accordance with Danish law. The Vienna Convention on Contracts for the international sale of goods (CISG) is not applicable. The courts of Copenhagen, Denmark shall have exclusive jurisdiction for all disputes arising out of or in connection with these Terms and any Purchase Contract made in Europe.