

Conditions of Sales

These terms and conditions manage the sale of products by Visound Acustica SA (from now on designated Vicoustic) and the client.

Governing laws for private persons are The Distance Selling Act (see below concerning right of withdrawal) and the Consumer Sales of Goods Act which have got strict provisions, meaning that these are ruling over whatever a private person may have agreed upon. Governing law for companies, including sole proprietorship, is the Sales of Goods Act, which is dispositive, meaning that agreements between enterprises apply primarily over the law.

Vicoustic follows the Privacy Protection Law. When you, being a private person, have registered and made your order, you also accept the fact that we store and use the information within our business so that we can fulfill our commitments to you. We will protect your personal data according to the Privacy Protection Law and you may obtain information about these data and have them deleted, whenever you wish.

If any or one of the provisions contained in these purchasing conditions should be declared invalid under the EU law, the validity of the remaining provisions contained herein shall not in any way be affected, but the invalid provision be replaced by equivalent legal text.

1 - Ordering

When using our website and / or placing orders through it, the customer undertakes to:

- 1.1. Use this website only to make legally valid inquiries or orders.
- 1.2. Do not place any false or fraudulent orders. If, rationally, we can consider that an order of this nature was made, we will have authorization to cancel it and inform the competent authorities.
- 1.3. Provide us with your email address, postal address and / or other contact details, in a true and accurate manner. You also consent to the use of the information provided to contact the customer (if necessary, consult our Privacy Policy).

When placing an order through this website, you declare that you are over 18 and have the legal capacity to enter into contracts.

2 - Availability

As we process your order, we will inform you by email as soon as possible if any product you order is not available, in that case, the value of that product will be refunded.

3 - Payment and delivery

Once you have placed items in the shopping cart and go to checkout, the applicable payment method will be shown as well as whether or not VAT is included, and the VAT-rate applying. You will be informed of the delivery date by email, after you receive the order confirmation.

In addition to the price there might be freight charges. If so, they will be specified in the web shop's checkout.

Products in our web-shop may be marked with delivery indications. Please note that unless otherwise stated on the website, delivery estimates are just that. They are not guaranteed delivery times and should not be relied upon as such. We shall have the right to delete non-deliverable products from your order and to reduce the price accordingly. If you wish to place an order for an equivalent product, it will be treated as a new order.

The applicable delivery method will be seen in the check-out when you place the order. It is your responsibility to make sure that the address which you specified at the time of order is correct.

4 - Unclaimed package

It is your responsibility to bail out the package at the delivery point within the time stated on the notice. If you are not able to receive the package on delivery or do not pick up your package at the delivery point, it will be sent back to us, and we may then charge you a reasonable fee for shipping and administrative costs. If this fee is not paid, it will be sent to debt collection.

5 - Customs

You may be subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional charges for customs clearance must be borne by you; Vicoustic has no control over these charges. Additionally, please note that when ordering from Vicoustic, you are considered the importer and must comply with all laws and regulations of the country in which you are receiving the products.

6 - Right of withdrawal

Private persons have a 14 day right of withdrawal according to the Distance Selling Act. There is no right of withdrawal if the total price to be paid is below 35€. There is no right of withdrawal if you have ordered a product to be manufactured according to your instructions or the product has otherwise been clearly personalized. Note that by law you must pay for the return shipping costs and also for a product's decrease in value if the cause is that you have handled the product to a greater extent than is necessary for determining its properties or function.

The withdrawal period starts the day you received the product. If you ordered multiple products, or the product you ordered will be delivered in parts, the withdrawal period starts when you have received the last product or the last part of the product. When using right of withdrawal, the product must be returned unused, undamaged and with unbroken box/seal/technical sealing.

If you wish to use the right of withdrawal, you must inform us by email (sales@vicoustic.com) of your decision and submit your purchase receipt. You will receive a confirmation that we have received your message, and after that we will determine whether or not you meet the conditions required for using the right of withdrawal. You will then receive a reply by email from us, in the given case with information on how to return the goods. Upon receipt of the returned goods, the purchase price will be refunded to you within 14 days from the day we received the notice of withdrawal.

7 - Complaints and redemption

If you, being a private person, have received a damaged product or if we sent the wrong item, you must file a complaint about the goods promptly and at the latest within two months from the date you discovered or ought to have discovered the fault. Private persons have 2 years at most to make a complaint depending on the nature of the product and existence of a warranty. If you, who run a company, have received a damaged or wrongly delivered product, you must complain immediately after you received the goods.

The following applies to both private persons and businesses: a damaged or wrongly sent product must be returned in the same packaging and with the same transportation company as when it was received, along with a detailed description of the fault.

Complaints should then be done by email (quality@vicoustic.com) with the original receipt, photos of Vicoustic label in the box, photos documenting all non-compliant products and a detailed picture of the non-conformity identified in each product.

If we are not able to send a new product to you within reasonable time, you will get a reimbursement of the return freight charge together with the amount you have paid for the damaged or wrongly delivered product.

Compatibility problems often occur between different products, and we therefore recommend that you find out as much as possible before you place an order, to avoid unnecessary costs.

8 - Amendments to the Conditions of Sale

We reserve the right to make changes to our website, policies, and terms and conditions, including these Conditions of Sale at any time. You will be subject to the terms and conditions,

policies and Conditions of Sale in force at the time that you order products from Vicoustic, unless any change to those terms and conditions, policies or these Conditions of Sale is required to be made by law or government authority (in which case it may apply to orders previously placed by you).

9 - Warranty

Please consult VicBooth Ultra Warranty Certificate.

10 - Misprints

We shall not be responsible for misprints or errors in information or specifications of goods and services which occur in our range of products.

11 - Force Majeure

Both parties shall be relieved from satisfying this agreement, if its fulfilment is precluded, or essentially disabled by circumstances beyond their control or circumstances which could not reasonably be foreseen. The following and similar circumstances shall constitute reasons for relief, provided they hinder or aggravate fulfilment of the agreement: fire disaster, war, mobilization, requisition, confiscation, currency restrictions, common scarceness of goods, deficit in means of transportation, strike, lock-out, power outages, deficits in driving means, and errors or delays caused by sub-contractor because of circumstance, mentioned in this paragraph, or other circumstance, which the parties could not possibly control, which either prevents or aggravates the parties' fulfilment in such a manner that it could not be done other than to an unreasonably high cost.

12 - Dispute

Portugese law is the chosen jurisdiction of these terms and conditions. Dispute between companies will be settled in the district court of Lisbon, Portugal.

The National Board for Consumer Complaints (ARN) provides free proceedings for private persons in case of dispute. It is our policy to follow the recommendations given by ARN.