

## **Terms and Conditions of Sale**

Thank you for shopping at Beostore.com. As a valued customer, we would like you to be familiar with our Terms & Conditions of Sale, to ensure that your shopping experience is trouble-free. Please feel free to contact us if you have any further questions.

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### 1. About MJ Invest Pte Ltd

Your purchase of goods from [www.beostore.com](http://www.beostore.com) ("website", "Beostore") is subject to these Terms and Conditions of Sale, the Terms of Use, and Privacy Statement (collectively referred to herein as "Terms"). If you do not accept these Terms, you must refrain from using this website or making a purchase from this website.

[www.beostore.com](http://www.beostore.com) is a website operated by MJ Invest Pte Ltd ("us", "our", "we", "MJI"). We are a private limited liability company registered in Singapore and have our registered office at 2 Jurong East Street 21, #05-19/20 IMM Building, Singapore 609601.

You and MJI may enter into a sale contract for the sale and supply of goods or services described on this website, by you making an offer to MJI via the website, to purchase the goods and services at the specified price, subject to these Terms.

In these Terms:

"you", "user", "member", and "guest" means anyone who visits and/or uses this website

reference to a "third party" in these Terms includes a reference to any agent or contractor of MJ Invest Pte Ltd, or of any of its related entities, and any person engaged by any of them, in the creation, provision or maintenance of the website or in the fulfillment of Orders made through the website, and includes any of them

"Order" means an offer made by you in response to an invitation to treat made by MJI via the website.

### 2. User Agreement

By accessing and/or using the website, you accept these Terms and agree to be bound by them, and an agreement is formed between us and you.

These Terms may be amended at any time without notice and your access to this website may be terminated at any time without notice. Your continued use of the website following any amendment of these Terms will represent an agreement by you to be bound by these Terms as amended. We recommend you review the

Terms for amendments each time you use the website and before placing any Order. Whilst we are under no obligation to do so, should we choose to provide you with notice of amended Terms, you agree to receive email notification of the amendments from us or our third party.

### 3. Guests and Registered Users

You may access and/or use the website as a guest or as a registered user.

To become a registered user of the website, you must provide your name, a valid email address and nominate a password.

We only permit one registration per email address.

You must not use another member's account without permission.

You must keep your password secure as you are responsible for any activity on your account. You agree to notify us immediately if you become aware of any security breach or any unauthorised use of your password or account.

If you forget your password you may click on the relevant link located on the website and we will email you a password reset link.

We reserve the right to terminate a member's account without notice for any reason whatsoever including without limitation, if you have breached, or we suspect you have breached these Terms.

### 4. Legal Capacity

You must be eighteen (18) years of age or over to register as a member of the website or purchase goods or services from the website.

Any Order and/or purchase made by you using this website is an acknowledgement by you that:

you are over the age of eighteen (18) years

you accept these Terms

you agree that you have entered into a legal contract with MJI in relation to these Terms

these Terms, together with your Order and our order confirmation constitute the entire agreement between you and MJI for the supply of goods or services

MJ Invest Pte Ltd reserves the right to take legal action and seek compensation from the parent or guardian of a minor who causes an Order to be placed, for any loss or damage of any kind MJI may suffer as a result of a transaction entered into by a minor

### 5. Orders

We recommend you carefully preview any proposed Orders before adding them to your shopping cart and proceeding with your Order.

Once an Order has been accepted by MJI, no cancellation of that Order is valid unless you receive our written communication permitting the cancellation of that Order.

Representations of goods or services for sale made by MJI via the website do not constitute an offer to sell but an invitation to treat.

You and MJI may enter into a contract for the sale and supply of goods or services by you making an offer via the website to purchase goods at the price advertised on the website by:

Placing an electronic Order for the goods or services using the website.

You confirm the Order details in accordance with the procedure on the website.

You making payment in full (plus any applicable delivery and handling charges) on the website.

The acceptance of that offer by MJI

When entering into a sale contract via the website, you will be taken to have communicated your offer to purchase the good(s) or services only when:

any and all requirements set out in these Terms have been met.

the electronic instruction containing the offer from you enters and is recorded in our database

a record is created and stored in our database

MJI receives in its account full payment from you for the goods or services (including any applicable delivery and handling charges) and confirmation of that payment is received by our database.

## 6. Price

Prices shown are in local currency relevant to your selected region and include GST/VAT where applicable. Prices may not include delivery and handling charges. Prices are valid until amended or removed from the website and are subject to change at any time.

We may from time to time offer promotional discount codes which may apply in respect of any, or certain specified, purchases made through the Beostore. Only one promotional discount code can be applied to an order. Promotional discount codes reflected on digital coupons are debited at the time an order is placed. Digital coupons will automatically be redeemed against purchase totals, up to the total purchase amount. Digital coupons must be used prior to their noted expiration date and within a single transaction. Coupon cannot be replaced if it is lost, stolen, deleted, or if you cancel or return your purchase. In the event where the total purchase value is below the coupon value, the excess value of the

coupon will not be refunded. Coupon will not be applicable with any other promotions or discounts that may be promoted in Beostore, unless otherwise stated. The terms and conditions stated in each digital coupon shall be final and conclusive.

Unless otherwise stated, accessories shown in any image of goods are not included in the price.

We reserve the right to correct any errors published on the website at any time.

## 7. Payment

We reserve the right to withdraw any shipment and/or delivery if payment is unsuccessful including any applicable delivery or handling charges.

Payments must be made via the secure payment gateway facilities accessible via the website and will be subject to any additional terms and conditions of these providers.

To the extent permitted by law, we will not be responsible for any damages or consequential losses (whether direct or indirect) suffered by you where a credit card or account is fraudulently used or is used in an unauthorised manner.

If there is a problem with your payment (for example, if your credit card transaction is declined), we may contact you to make alternative payment arrangements. You will be liable for all debt collection costs where you fail to make payment for any order when payment is due.

## 8. Supply and Delivery

Subject to you complying with these Terms and acceptance of your Order by Beostore, we will sell and supply the goods or services to you as shown on your Order confirmation.

If the goods that you have ordered are in stock, Beostore will endeavour to dispatch orders within one (1) to three (3) working days (Monday to Friday).

Goods may not be available for immediate delivery. If your selected product(s) is/are out of stock, you can still proceed and place the order. Our customer service team will advise the expected delivery date along with the order confirmation.

When you complete your Order you will be prompted to select whether you wish to collect your Order from a Bang & Olufsen Store or to have the Order delivered to an address specified by you.

## 9. Delivery by Courier

The terms of this clause apply where you select to have your goods delivered to a specified address.

The delivery address must be an address within relevant region and cannot be a freight forwarding location. Deliveries cannot be made to PO Boxes.

On acceptance of your Order by Beostore, our designated delivery company will contact you to arrange a date and time for your delivery. Your Order will be dispatched to your specified delivery address generally within one (1) to three (3) business days, subjected to the other provisions of these Terms.

If you Order large or bulky items, Beostore or our designated courier company will contact you by telephone or email to arrange with you a suitable time for delivery.

Upon receipt of your items, the receiver will have to provide proof of identity to accept delivery.

If you wish to change the delivery date or delivery address you must contact the support team at least 24 hours prior to the dispatch of your Order.

Beostore will use its reasonable endeavours to deliver your Order within any stated timeframes for dispatch, however Beostore does not warrant that these timeframes will always be met, as many factors may affect these timeframes.

Standard delivery times are Monday to Friday between 0900-1800. For deliveries between 1800-2200 on Monday - Friday, an extra surcharge may apply. Deliveries on weekends is currently not available.

You are required to inspect your goods when you take delivery of them. You will be required to note any damage on the delivery documentation which is presented to you by the carrier for signature. In all other cases you will be required to notify us in writing of any damage on delivery or shortages within seven (7) days of delivery as long as the box is unopened, foil is intact and not torn and box is new condition. We will not be liable for any damage on delivery to any of the goods unless we are notified within the time period specified above.

#### 10. Orders for Collection at a Bang & Olufsen Store

The terms of this clause apply where you select to collect your Order from a Bang & Olufsen Store.

For Orders with collection at a Bang & Olufsen store, the location for collection is only available at:

Bang & Olufsen  
Grand Hyatt Showroom  
10 Scotts Road  
#01-05 Grand Hyatt  
Singapore 228211

If you select to collect your goods from a Bang & Olufsen Store, our customer support team will notify you when the Order is available for collection by sending an email.

Orders for collection at a Bang & Olufsen Store must be collected within fourteen (14) days of the relevant customer support team giving you notice by email that your Order is available for collection. If your Order is not collected within this time, the relevant Bang & Olufsen Store has the right to allocate those goods to another customer and reorder the goods for you.

The person who collects the goods must provide the order confirmation print out, photo identification and present the credit card used for the online transaction. If the person is unable to collect the order in-store personally, the person must contact our customer support team at [support@beostore.com](mailto:support@beostore.com) to notify us of the name of the person nominated to collect the order on your behalf.

## 11. Installation

Where required or requested, installation of our products is handled by our trained professionals and will be charged separately from the product pricing. Installation quotes will need to be worked out on a case by case basis subject to products, location etc. by contacting our customer support team on [support@beostore.com](mailto:support@beostore.com)

## 12. Exchange / Return Policy

In accordance with the Consumer Protection (Fair Trading) Act, Beostore reserves the right to prove (or, if the breach appears more than 6 months after delivery, require you to disprove) that the product was of satisfactory quality and otherwise complied with the terms of purchase at the time of delivery.

All products sold on Beostore are non-refundable.

If you want to exchange your product(s), we will allow this within seven (7) days of date of purchase as long as the box is unopened, foil is intact and not torn and box is new condition by bringing the product back to:

Bang & Olufsen  
Grand Hyatt Showroom  
10 Scotts Road  
#01-05 Grand Hyatt  
Singapore 228211

On returning the Goods, please note that free gifts, vouchers, accessories associated with the purchase must also be returned at the same time.

## 13. Product Warranty

If the product(s) received is faulty or otherwise not in good working condition you must follow the instructions below depending on the product category.

With respect to Bang & Olufsen Home products, MJ Invest Pte Ltd provides a 3-year warranty. If any issues arise with your home products, please contact our customer service team to arrange a pick up of the products.

With respect to Bang & Olufsen Play (“B&O Play”, “BeoPlay”) products, MJ Invest Pte Ltd provides a 2-year warranty. If any issues arise with your Play products, you must register your issue on [www.beoplay.com/support/warranty-return](http://www.beoplay.com/support/warranty-return) and follow instructions to run an online diagnostic tool and a return tool is available to ascertain the next steps in the warranty procedure.

Our obligations are limited to repair of the defect or replacement of the defective part or at its discretion replacement of the product itself. Cosmetic damages are not covered by the warranty and all products must be returned in their original packaging material/box(es).

14. You acknowledge that:

the transmission of your offer or the confirmation of any payment, made through an electronic instruction may not be received by Beostore for reasons beyond either parties' reasonable control including but not limited to, electronic failure, mechanical, software, computer, or telecommunications failure, or the omission or failure of third party website providers or systems.

to the fullest extent permitted by law, Beostore is not liable to you in any way for any loss or damage of any kind, however caused, arising directly or indirectly in connection with the transmission of an electronic instruction through the website, or any failure to receive an electronic instruction for whatever reason.

Beostore may act on and process all completed electronic instructions transmitted or issued through the website without further consent from or reference to you.

Beostore may treat an electronic instruction as authentic and is under no obligation to investigate the authenticity or authority of persons issuing or transmitting such electronic instructions, or to verify the accuracy and completeness of such electronic instructions.

You will receive an email from MJl as soon as practicable after you have confirmed your Order and made payment. If you have any questions regarding your Order you may contact the customer support Team. Please note this email does not constitute acceptance of your Order by us but merely confirms our receipt of your Order.

If your Order is not accepted by Beostore, we will notify you by telephone or email and payment will not be processed.

Beostore may, in its sole and absolute discretion, accept or reject any offer made by you for any reason (or no reason), including an error in the advertised price

for, or description of, goods or services on the website, or an error of any kind in or relating to your Order

Any representations made at any time about stock availability are accurate to the last known stock level and are subject to change. If Beostore cannot supply particular goods, we will notify you by telephone or email as soon as possible.

Beostore will be deemed to have accepted your Order on the first to occur: of issue to you of a tax invoice for the sale and the fulfillment of your Order.

With regard to any Order placed by you for any customised goods (including without limitation incorporating a particular design, specification, colour, configuration, pattern or fabric) MJ Invest Pte Ltd will e-mail you a notice of acceptance following confirmation of receipt of your Order at which point the customised goods shall be ordered by us from our suppliers. Upon the sending to you of the notice of acceptance, MJ Invest Pte Ltd shall be deemed to have accepted your offer, following which no cancellation of your Order by you shall be permitted and no refund shall be made by us in respect of such goods.

If you have any query about the progress of your Order please contact the customer support Team. Please have your Order number handy as shown on the email confirmation.

#### 15. Title and risk in goods

Title and risk in goods pass to you on delivery or collection after full payment has been received by MJ Invest Pte Ltd.

#### 16. Payment and credit card fraud

To the fullest extent permitted by law, MJ Invest Pte Ltd and its related entities will not be responsible for any damages or consequential losses of any kind (whether direct or indirect) suffered by a user where a credit/debit card, or other payment method is fraudulently used or is used in an unauthorised or improper manner.

#### 17. Disclaimer and Indemnity

To the fullest extent permitted by law (and without limitation to any other provision of these Terms), MJ Invest Pte Ltd, and each of its related entities, exclude all liability to you or anyone else for any and all loss or damage of any kind (however caused or arising) relating in any way to the website (or any goods or services purchased on the website) including, but not limited to, loss or damage you might suffer as a result of:

errors, mistakes or inaccuracies on the website.



you acting, or failing to act, on any information contained on or referred to on the website and/or any linked website.

personal injury or property damage of any kind resulting from your access or use of the website.

any unauthorised access to or use of the websites secure servers.

any interruption or cessation of transmission to or from the website.

any bugs, viruses, trojan horses or other harmful code or communications which may be transmitted to or through the website by any third party.

the quality or fitness for any purpose of any linked sites.

Without limitation to the foregoing, except as expressly provided in these Terms and to the fullest extent allowed by the law, MJ Invest Pte Ltd and its third parties will not be liable for any direct, indirect, special, incidental or consequential damages arising out of your access to or use of the website or any goods or services purchased on it.

Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the goods or services on the website. Any representation, condition or warranty which might be incorporated into these Terms by statute, common law, the law of equity or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that any goods or services are suitable for your purposes

You will at all times indemnify, and keep indemnified, MJ Invest Pte Ltd, and each of its related entities, including their directors, officers, employees and agents from and against any loss (including reasonable legal costs and expenses on a full indemnity basis) or liability incurred or suffered by you or by any of them arising from any claim, demand, suit, action or proceeding by any person against you or them where such loss or liability arose out of, in connection with or in respect of your conduct or any breach of these Terms

## 18. Order Enquiries

If you have any query about the progress of your Order please contact the web administrator Team. Please have your Order number handy as shown on the email confirmation of your Order.

## 19. Complaints

Should you wish to make a complaint, please contact our customer service Team or write to us at:

Customer Support Team

MJ Invest Pte Ltd

2 Jurong East Street 21  
#05-19/20 IMM Building  
Singapore 609601

#### 20. Force Majeure

MJ Invest Pte Ltd will not be liable for any delay in performing any of their obligations if such delay is caused by circumstances beyond their reasonable control, including but not limited to failure of or interruption in the provision of essential services such as electricity supply, bank payment systems or postal deliveries

#### 21. Governing Law

The courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our website or any Order placed on the website, although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These Terms are governed by Singapore law.

#### 22. Severability

If any part of these terms is found to be void, invalid, unlawful or unenforceable then that provision or part will be deemed to be severed from these terms and the remaining terms and provisions of these terms will remain in force and constitute the agreement between you and MJ Invest Pte Ltd.

#### 23. Transfer and Assignment

If MJ Invest Pte Ltd merges, sells or otherwise changes control of its business or this website to a third-party, we reserve the right, without giving notice or seeking consent, to transfer or assign the personal information, content and rights that MJ Invest Pte Ltd has collected from you and any agreements it has made with you.

#### 24. Waiver

The failure by Beostore to exercise or enforce any right or provision under these terms will not constitute a waiver of such right or provision. Any waiver of any provision under these terms will only be effective if it is in writing and signed by MJ Invest Pte Ltd.