



# General Terms and Conditions of Vanguard Audio Labs, LLC

## 1. General

Any and all agreements, offers and contracts concluded between Vanguard Audio Labs, LLC (hereinafter: Seller or we/us) and the Customer/Purchaser (hereinafter: the Customer or You/Your) shall be governed exclusively by these General Terms and Conditions (hereinafter: T&Cs).

By placing an order or taking receipt of the delivery/service, You are deemed to have accepted our T&Cs. We shall not be bound by Customer/Purchaser terms that deviate from these T&Cs and which we have not expressly acknowledged, in writing. This shall apply even in the event that the applicability of such T&Cs is not expressly excluded and services are provided, without reservation, to Customers whose T&Cs differ from our own.

## 2. Contract Formation

**2.1** You can place an order for the products shown on our website by e-mail, telephone, fax or letter. The product images shown on our website do not constitute an offer for sale in the legal sense, but are instead an invitation to the website user to submit an offer for the purchase of the goods shown. The order submitted to us then constitutes an offer to enter into a contract.

**2.2** A contractual relationship is formed when we accept Your offer to enter into a contract. As a rule, this takes place as follows: once You have correctly provided all requisite information - personal details, delivery address, payment method and order preferences - we will send the goods ordered to the delivery address stated.

There is no need for us to issue any express acceptance of Your order, since the dispatch of the goods in response to a corresponding order is deemed to constitute acceptance of the offer. In all other cases, we have four weeks within which to accept offers for the conclusion of a contract.

**2.3** The text of the contract will be stored and can be made available on request. On receipt of Your order, we will send an order confirmation to the e-mail address provided.

**2.4** Your contracting partner is:

Vanguard Audio Labs, LLC, represented by its CEO, Derek Bargaehr, 555 N Benson Ave - STE Q, Upland CA 91786.



### 3. Delivery and Passage of Risk

**3.1** Your order will be delivered using what we, at our reasonable discretion, deem to be the most cost-effective means of transportation.

**3.2** Delivery/shipping charges are to be borne by the Seller. Seller shall be responsible for and shall pay for reasonable delivery expenses with respect to the delivery to, and Return from, the goods from you. In the event of return, You will be required to return the goods to a courier dropoff location. If pickup of the goods by a courier is required, the Seller will charge the your form of payment for the cost of pickup of the goods by a courier at Your location. If you do not keep the original packaging material provided by us, you must purchase adequate packaging material to protect the goods during transit back to us, in accordance with the courier's requirements.

**3.3** Any agreed delivery date is deemed to have been met if, on expiry of that date, the item concerned has left the warehouse or has been declared ready for dispatch. In the event of any unforeseeable impediment to production or delivery beyond the supplier's reasonable control, the delivery time shall be extended by a reasonable amount. You will be notified of this immediately. In the event of any delay to delivery or, as the case may be, on expiry of a reasonable period of time, you are authorized - to the exclusion of all forms of compensation - to cancel the contract. This exclusion of compensation does not apply if the delay is attributable to willful intent or grossly negligent acts on the part of the supplier. If delivery is delayed on account of circumstances within your control, the risk of the accidental loss of the goods is transferred to you from the date the goods are notified as ready for dispatch.

### 4. Prices and Payment Terms

**4.1** Our prices are ex-works prices and may include any applicable state, county, city, or federal sales taxes, use taxes, value-added taxes, or other relevant taxes, fees, or costs incurred beyond the agreed-upon price of the goods and delivery. Orders for which fixed prices are not expressly agreed shall be charged at the list prices applicable on the date of delivery.

**4.2** Unless otherwise agreed, all invoices for deliveries are payable within 14 days of receipt of the goods by you. Repairs are also payable immediately, without deductions, by you, in the event that repairs to the goods are required as a result of negligence by you during handling, inspection, or use of the goods.

**4.3** Upon the date at which 14 days have passed since the date of delivery, we shall attempt to contact you via the information you provided to us in order to determine whether you will either keep the goods, or return the goods. We shall make all reasonable attempts to contact you via the telephone number and email address you provided. If 7 days pass in which we are unable to contact you via the information you provided, then the form of payment which you provided to us shall be charged in full for the agreed-upon amount as stated in 4.1.



## 5. Retention of Title

**5.1** Vanguard Audio Labs, LLC, retains all right, title and ownership of the goods, until such time as the purchase price has been paid in full. This also applies if our claims are included in an open invoice and the balance has been acknowledged. The breach of material contractual duties, including, but not limited to default of payment, shall entitle us to take back the goods, or charge the Purchaser's form of payment, after issuing a warning to this effect. If we take back the goods, you are required to surrender the goods. The taking back and/or seizure of goods can be construed to constitute cancellation of the contract only if we expressly confirm, in writing, that this is the case. We may, at any time and at our sole discretion, contact you to inspect the Equipment if requested. You may not sell, transfer, assign, pledge or in any way encumber or convey the goods, or any portion or component thereof, unless goods are purchased by you in full. You understand and agree that certain information relating to the goods is confidential and will not disclose any information regarding the goods to any third party without Vanguard Audio Labs, LLC's prior written consent.

**5.2** Until the purchase price has been paid in full, the Purchaser is required to treat the purchased item with due care. They are required in particular to insure it at reinstatement value against the risk of fire, water damage, theft and vandalism at their own cost. If maintenance and inspection work becomes necessary, this must be carried out in due time and at their own cost, and only by Vanguard Audio Labs, LLC personnel, or contractors expressly permitted in writing by us to service the goods.

**5.3** The Purchaser must notify us immediately in the event of the seizure of goods or other actions by third parties, to enable us to take legal action. If the third party is not able to reimburse to us the court fees and extrajudicial costs of legal action, the Purchaser shall be liable for any loss incurred by us, including, but not limited to, all costs incurred by legal action.

**5.4** In the event of the seizure of goods or other actions by third parties, the Purchaser must notify us immediately, in writing and including both a report on assets seized and an affidavit, stating which item has been seized. If the Purchaser resells the goods in the course of their ordinary business, they shall be required to assign all claims, including all ancillary claims and security rights, to us. The Purchaser is still entitled to collect the claim following such assignment. Irrespective of this, we are authorized to collect the claim ourselves, but undertake not to do so, provided the Purchaser duly fulfills all payment obligations

**5.5** The Purchaser is required to provide notice of the assigned claims and the identity of the liable party in each case and to provide all information and documentation required for the collection of that claim.



## 6. Use or Usage

**6.1** You shall use the goods only for the purposes of product evaluation, demonstrations and publication usages, agreed upon and constant of Vanguard.

**6.2** You shall not inspect or analyze any interior parts of the goods beyond reason, such as a vacuum tube change or other internal change expressed & permitted in our documentation. You shall at no time allow any other third party to inspect, borrow, or analyze any internal operating components of the Equipment, such as circuitry, electronic components, transducers, or vacuum tubes. Any discovery by us of this allowance related to 3.3 will result in legal action by Vanguard against you.

**6.3** By agreeing to the T&Cs, you hereby disclose that you are not an owner, investor, employee, subcontractor, relation, or any other relationship to a competing pro audio manufacturer (hereby referred to as "Dirty Cloner"). If any discovery is made by us that you are a Dirty Cloner, we may take legal action against you, including, but not limited to, punitive damages.

## 7. Warranty Period / Exclusions

**7.1** Warranty claims and any claims to compensation shall become time barred five (5) years from receipt of the goods by the Purchaser or provision of the service. During this period, all defects/errors shall be rectified at our place of business free of charge - excluding expenses related to delivery.

**7.2** Warranty coverage is excluded if the defect is attributable to hardware changes carried out by the Purchaser or any third party, and in the event of errors for which the Purchaser or any third party is responsible. If it transpires following the acceptance of a warranty claim that there was not, in fact, any defect, we are entitled to charge the Purchaser a reasonable lump-sum fee to cover expenses/processing for the unnecessary error analysis. In this case, it is up to the Purchaser to furnish evidence that the expenses incurred were lower than those charged.

## 8. Liability

**8.1** By agreeing to the T&Cs, you hereby agree to defend, indemnify and hold Vanguard Audio Labs, LLC and all related parties harmless from any claims or suits against Vanguard Audio Labs, LLC arising from your use of the goods, including use by its employees, agents, or subcontractors. You will pay all costs; damages, losses and expenses (including reasonable attorneys' fees) incurred during this agreement. We will not be liable for any direct, indirect, special, incidental or consequential damages, whether based on contract, tort, or any other legal theory, arising out of these T&Cs, delivery of the goods, or your use of the goods.



## **9. Special conditions applicable to the trial order of demonstration goods**

**9.1** You can order demo goods on our website to test at your location. Select the option “free demo goods for 14-day trial” and the goods will be sent to the specified delivery address. We will pay the delivery costs.

**9.2** When you select this option, the goods provided for trial purposes remain our property and possession; only direct physical control is temporarily transferred.

**9.3** You can test and review the appliance ordered for trial purposes for a period of 14 days from receipt. The 14-day trial begins upon receipt of the goods. The date upon which the goods is provided to a transport company/forwarding agent for return is decisive when determining compliance with the 14-day return period. Vanguard will pay reasonable costs of the return.

**9.4** If the goods are not returned within the 14-day trial period, this shall be deemed to constitute approval of the demo goods provided for test purposes; we will then issue an invoice and conclude a binding purchase contract for the goods ordered on approval and not returned.

**9.5** In this instance, You can return the appliance provided for trial purposes after the 14-day trial period only in the context of Your 14-day cancellation right under Section 4 of these T&Cs.

**9.6** When inspecting the goods ordered on approval, You must handle the goods with due care and take all necessary and reasonable steps to protect it against loss and damage. You will be required to provide compensation for any deterioration in the goods only if such deterioration is attributable to Your handling of the goods, where such handling goes beyond an inspection of the characteristics and functioning of the item concerned. ‘Inspection of the characteristics and functioning’, means testing and trying out the goods in each case, as consumers are customarily able to do in-store. We may charge you for any deterioration of cosmetic or operating condition of any part or whole of the goods, including, but not limited to: packaging materials; documentation; cables or cords; power supplies; or storage boxes.

**9.7** During the 14-day trial period, you will maintain all goods in good operating order and cosmetic condition at your cost and expense unless otherwise agreed to in writing by us. All maintenance costs and expenses due to your negligence or maltreatment of the goods will be borne by you. You will be responsible for providing Vanguard personnel ready and safe access to the goods for such maintenance and support if required.

**9.8** Upon the event return of the goods to us by you, you will bear all risk of loss with respect to the goods from receipt until such goods are returned to our location by courier or in person. All goods returned to us must include the same components as received by you. Charges may be imposed by us if you fail to return the part of the goods. Any courier damage caused by inadequate packaging or protection of the Equipment by you will be held as the your responsibility, and we will charge your payment method for the damage.



## 10. Final Provisions

**10.1** Neither these T&Cs nor any right, privilege, license or obligations set forth herein may be assigned, transferred or shared by you without our prior written consent, and any such attempted assignment or transfer is void. Any merger, consolidation, reorganization, transfer of substantially all your assets or other change in control or ownership of your company (if applicable) will be considered an assignment for the purposes of these T&Cs.

**10.2** These T&Cs and the attached Exhibits, if any, comprise the entire understanding between the parties with respect to its subject matter and supersede any previous communications, representations, or agreements, whether oral or written. No modification of these T&Cs will be binding on either party unless in writing and signed by an authorized representative of each party. If there is a conflict between the terms of these T&Cs, or any other agreement between the parties, then the terms of these T&Cs shall supersede and take priority over the conflicting terms of any other such agreements.

**10.3** These T&Cs shall be deemed to be executed and delivered in the State of California, and the rights and obligations of the parties shall be construed and enforced in accordance with the laws of the State of California. The parties agree that jurisdiction for the purpose of all issues of law, fact or equity arising out of and/or in any way related to these T&Cs, any related purchase order, or any additions, amendments, or supplements thereto, shall be in the state or federal courts located in the State of California, only and the venue for the purpose of such proceeding shall be in the County of San Bernardino, only.

**10.4** Each party agrees that these T&Cs may be executed in counterparts, and the executed counterparts shall collectively constitute one fully executed original. Facsimile and electronic signatures shall be equivalent to original signatures for all purposes.

**10.5** The failure of either party to enforce its rights under these T&Cs at any time for any period shall not be construed as a waiver of such rights.

**10.6** If any provision or part of any provision in these T&Cs is void for any reason, it shall be severed without affecting the validity of the balance of the T&Cs. If any part, term or provision of these T&Cs is held to be illegal or unenforceable neither the validity, enforceability of the remainder of these T&Cs shall not be affected.

**10.7** These T&Cs may be amended only by a written agreement executed by the parties hereto. No provision of these T&Cs may be waived except by a written document executed by the party entitled to the benefits of the provision. No waiver of a provision will be deemed to be or will constitute a waiver of any other provision of these T&Cs. A waiver will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver.



**10.8** The titles of the sections of these T&Cs are for convenience of reference only and are not to be considered in construing these T&Cs. Unless the context of these T&Cs clearly requires otherwise: (a) references to the plural include the singular, the singular the plural, and the part the whole, (b) references to one gender include all genders, (c) "or" has the inclusive meaning frequently identified with the phrase "and/or," (d) "including" has the inclusive meaning frequently identified with the phrase "including but not limited to" or "including without limitation," and (e) references to "hereunder," "herein" or "hereof" relate to these T&Cs as a whole. Any reference in these T&Cs to any statute, rule, regulation or agreement, including these T&Cs, shall be deemed to include such statute, rule, regulation or agreement as it may be modified, varied, amended or supplemented from time to time.



## Consumer's Right of Revocation

### Right of Revocation

You have the right to revoke this contract within a fourteen-day cooling-off period. The cooling-off period is fourteen days from the day upon which You, or a third party appointed by You, who is not the forwarding agent, takes receipt of the goods.

To exercise Your revocation right, please send (by letter or e-mail) unequivocal notice of Your intention to revoke the agreement to:

Vanguard Audio Labs, LLC  
555 N Benson Ave - STE Q  
Upland, CA 91786

Telephone: 909 920 5600  
Email: [bonjour@vanguardaudiolabs.com](mailto:bonjour@vanguardaudiolabs.com)

Revocation is deemed to have been timely provided we receive notice of Your intention to exercise Your revocation right before the cooling-off period expires.

### Consequences of Revocation

If You revoke this agreement, we will reimburse all payments received from You, including delivery costs (excluding additional costs of delivery; e.g. by means other than the least-expensive standard delivery offered by us, loss of packaging, etc.), without delay and no later than within fourteen days from the date on which notice of revocation is received.

Unless expressly agreed otherwise, reimbursements will be made using the same method of payment as the original transaction; You will not be charged for such reimbursement. We are entitled to refuse to reimburse payments until the goods have been returned to us, or until You supply evidence that the goods have been dispatched for return, depending on which is earlier.

You must return the goods to

Vanguard Audio Labs, LLC, 555 N Benson Ave - STE Q, Upland, CA 91786

by post or in person without delay and no later than within fourteen days from the date on which You notify us of Your revocation. The goods shall be deemed to have been returned within the deadline provided they are dispatched before the end of the fourteen-day cooling-off period. You must pay the direct costs of returning the goods.





Vanguard Audio Labs, LLC

Audio Labs

You are responsible for any reduction in value of the goods, only if this is attributable to unnecessary handling of the goods during Your inspection of their condition, characteristics and function.