

PINKNOISE SYSTEMS EUROPE LTD

Welcome to the Pinknoise Systems Europe Ltd website terms and conditions for use. These terms and conditions apply to the use of this website at www.pinknoise-systems.eu. By accessing this website and/or placing an order, you agree to be bound by these terms and conditions. Using this website indicates that you accept these terms regardless of whether or not you choose to register with us, or order from us. If you do not accept these terms, please do not use this website.

The www.pinknoise-systems.eu web site is operated by Pinknoise Systems Europe Ltd, a company registered in Ireland, whose registered office is at Pinknoise Systems Europe Ltd, Audio House, 1A, Red Cow Centre, Robinhood Road, Dublin 22, D22 H2P4, Ireland. Our company registration number is 644832. Our VAT registration number is IE3606947WH. Our contact details are as follows:

Trading address:

Pinknoise Systems Europe Ltd,
Audio House
1A, Red Cow Centre
Robinhood Road,
Dublin 22
D22 H2P4
Ireland

Email: sales@pinknoise-systems.eu

Telephone: +353 (1) 4123476

1. INTRODUCTION

1.1 You will be able to access most areas of this Website without registering your details with us. Certain areas of this Website are only open to you if you register.

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 Certain provisions of these terms and conditions may be superseded by expressly designated legal notices or terms located on particular pages of this website.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. We will send you a despatch confirmation by email. When we despatch the order the purchase contract will be made with you, 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:

- (a) where goods are not available;
- (b) where we cannot obtain authorisation for your payment;
- (c) if there has been a pricing or product description error; or
- (d) if you do not meet any eligibility criteria set out in our terms and conditions.

2.4 Some products may not be available in your country. These include but are not restricted to:

- (a)Tentacle Track-E in USA
- (b)Cinela products in France

3. PRICING

3.1All prices will be shown as both excluding and including VAT at the current rates.

3.2Where 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.

3.3Prices may vary at points due to sales/promotions.

3.4At the point of the end of the promotion or sale, Pinknoise are not obliged to sell the advertised at the sale price and reserve the right to advertise the product at the original price.

4. CANCELLATION & RETURNS POLICY

4.1If you wish to cancel your order:

- (a)you can notify us by email to sales@pinknoise-systems.eu before we have dispatched the goods to you; or
- (b)where goods have already been dispatched to you, by returning goods to us in accordance with clause 4.2 below.

4.2You can return goods you have ordered from us for any reason at any time within 14 working days of receipt for a full refund or exchange for a different product.

Please see our returns policy for more information.

5. LICENCE

5.1You are permitted to print and download extracts from this Website for your own use on the following basis:

- (a)no documents or related graphics on this Website are modified in any way;
- (b)no graphics on this Website are used separately from accompanying text; and
- (c)any of our copyright and trade mark notices and this permission notice appear in all copies.

5.2Unless 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.

5.3Subject 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.

5.4Any rights not expressly granted in these terms are reserved.

6. SERVICE ACCESS

6.1While 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.

6.2Access 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. VISITOR MATERIAL & CONDUCT

7.1 Other than personally identifiable information, which is covered under the privacy policy, any material you transmit or post to this Website will be considered non-confidential and non-proprietary. We will have no obligations with respect to such material. We and our nominees will be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

7.2 You are prohibited from posting or transmitting to or from this Website any material:

- (a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience
- (b) for which you have not obtained all necessary licences and/or approvals;
- (c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the UK or any other country in the world; or
- (d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

7.3 You may not misuse the Website (including, without limitation, by hacking). 7.4 We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of clauses 7.2 or 7.3.

8. LINKS TO AND FROM OTHER WEBSITES

8.1 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.

8.2 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:

- (a) you do not remove, distort or otherwise alter the size or appearance of the Pinknoise Systems Europe Ltd logo
- (b) you do not create a frame or any other browser or border environment around this Website;
- (c) you do not in any way imply that we are endorsing any products or services other than our own;
- (d) you do not misrepresent your relationship with us nor present any other false information about us;
- (e) you do not otherwise use any Pinknoise Systems Europe Ltd trade marks displayed on this Website without our express written permission;
- (f) you do not link from a website that is not owned by you; and
- (g) 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.

We expressly reserve the right to revoke the right granted in this clause 8.2 for breach of these terms and to take any action we deem appropriate.

8.3 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 8.2.

9. REGISTRATION

9.1 To register with www.pinknoise-systems.eu you must be over eighteen years of age.

9.2 Each registration is for a single user only. We do not permit you to share your user name and password with any other person nor with multiple users on a network.

9.3 Responsibility for the security of any passwords issued rests with you and if you know or suspect that someone else knows your password, you should contact us immediately.

9.4 We may suspend or cancel your registration immediately at our reasonable discretion or if you breach any of your obligations under these terms and conditions.

10. DISCLAIMER

10.1 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.

10.2 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.

10.3 These terms and conditions do not contravene your consumer rights.

11. LIABILITY

11.1 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.

11.2 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 Directive (93/13/EEC)); (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law.

11.3 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.

11.4 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.

12. GOVERNING LAW & JURISDICTION

12.1 These terms and conditions shall be governed by and construed in accordance with Irish and European law. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the Irish courts and any other court that Pinknoise Systems deem suitable.

12.2 We do not warrant that materials/items for sale on the Website are appropriate or available for use outside the European Union. 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 European Union, you do so at your own risk and you are responsible for compliance with local laws.

13. MISCELLANEOUS

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

13.2 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.

13.3 Unless otherwise stated, voucher codes and promotional offers are not valid on used items and only apply to new products. We reserve the right to assign voucher codes to particular categories of products, or individual products or users of our online store.

Non-EU and Non-UK

Delivery Times, Costs and Surcharges

All shipments outside of Europe will be sent by DHL Express. Standard delivery time outside of Europe is 3-5 days, however, we cannot guarantee that there won't be delays due to customs. DHL are our preferred partner, and we believe they are the most efficient courier service for shipments outside of Europe.

Delivery costs outside of Europe can vary. The standard rate for an average size parcel is £42 but rates may vary depending on delivery location.

There will be extra charges for boom poles and batteries under 100w. Please enquire with one of our team for a final delivery fee. For more information, please visit the Pinknoise Delivery Information page.

Duties and VAT

It is the responsibility of the buyer to pay any duties and/or tax that is billed to the buyer upon delivery of shipments from Pinknoise Systems. All Pinknoise shipments to the rest of the world will be shipped by DHL. The receiver will receive an invoice from DHL, which may require payment prior to the release of the goods.

Insurance

If you would like your products insured, please contact sales@pinknoise-systems.co.uk

Payment Before Shipping

100% of the payment must be made and cleared before shipping.

Warranty

At Pinknoise, we sell dozens of different brands, all of which have different warranty periods. For specific warranty information, please contact customerservice@pinknoise-systems.co.uk.

Restricted Items

There are certain items and brands that Pinknoise may not sell outside the UK and or Europe in certain circumstances.

Batteries

We are unable to ship batteries over 100w outside of the UK and Ireland. Customers can arrange for the collection of batteries over 100w if they have suitable certification. Batteries under 100w may incur a shipping surcharge, please check at time of ordering.

Tentacle

We are unable to sell Tentacle TRACK E's to North America, due to patents.

Sound Devices

We are restricted from selling into certain territories outside of Europe – please enquire.

Wisycom

We are restricted from selling into certain territories outside of Europe – please enquire.

Lectrosonics

We are restricted from selling into certain territories outside of Europe – please enquire.

Zaxcom

We are unable to sell Zaxcom into the USA.

ROW Returns

Pinknoise do not offer a free returns service outside of Europe. In the event of a product needing to be returned to Pinknoise, the buyer will be responsible for organizing and paying for shipping. If the product is damaged or lost in transit, the responsibility will fall on the buyer. If the product is damaged out of the box, Pinknoise will contribute £15 to the cost of the collection, and we will also pay for its return back to the buyer. For more information regarding returns, please visit Pinknoise's returns policy.

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