

## A. Preamble

Thank you for your purchase. You are helping to save older Vestax Japan products.

## I. Scope

1. These Terms and Conditions Vestax Japan Megastore of spare parts (in the text below referred to shortcut "TCA") govern the relationship between buyer and seller. Seller is Vestax Japan Megastore LLC, 15/F, Tower 1, Grand Central Plaza, 138 Shatin Committee Road, Hong Kong, S.A.R., [www.vestax.net](http://www.vestax.net) below as "Seller" or "Company" and client - customer, below as "Customer" or "Buyer".
2. These terms and conditions apply to all deliveries, services and offers of Company through its online eshop Vestax. Company does not acknowledge conflicting conditions on the part of customers, unless Company has acknowledged the application of such conditions explicitly in writing

## II. Communications

1. When you use any our Company websites or send e-mails, text messages, and other communications from your desktop or mobile device to us, you are communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages on this site or through the other Company, such as our Message Center, and you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.
2. All content included in or made available through any our Company, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software is the property of Vestax or its content suppliers and protected by International Copyright Laws. The compilation of all content included in or made available through any Vestax Japan Megastore LLC is the exclusive property of Vestax Corporation Japan and protected by international copyright laws.
3. In the online eshop you can order product for personal use in standard commercial quantities. Orders for commercial purposes are not permitted. In this case, please contact your local distributor.
4. The use of this website for direct communication with our Company is prescribed by law Terms of use Website (DMCA).

## III. Contract Conclusion

1. By placing the products in our online eshop, we provide a binding offer for contract completion regarding these products. The contract is not concluded by clicking the "Order" button at the last step of the ordering process. Before conclusion of the order transaction you will have access to a confirmation window showing the details of your order. With this window you can review and correct your entries. Immediately after submitting your order you will receive an email confirmation of its receipt (order confirmation). By sending order, the customer confirms that he agrees with these Terms and Conditions. Without this consent, the order cannot be sent!

2. Last step of the ordering process clicking on the icon PAYMENT online with SSL Security Protocol GeoTrust Inc™. you will be quickly redirected to the security payment gateway for make a online payment. After successful payment you receive on email confirmation of your payment. The contract is now concluded.
3. On your email address, which you entered during making orders, you will receive further confirmation of receipt of the order and her actually condition. Status order can be verified at any time online - at the SSL security link, that was sent in the confirmation email.
4. Exclusion clause TCA: If the customer's behavior damages the good reputation of our business (own contributions on social networks or own statements in the media), we reserve the right to refuse such a customer without compensation and cancel his order. This also applies to copyright infringement (unauthorized use of our company's intellectual property).

## **IV. Delivery**

1. Delivery will take place at the delivery address you have provided. When possible you will receive your order in a single shipment. If separate shipments are necessary due to technical or logistical reasons, e.g. because the items you have ordered must be packed separately or shipped differently, this will not give rise to any additional costs on your part in principle. In the case of prepayment the delivery times provided are based upon payment of the money into our bank account.
2. Before shipping ordered goods we send notified via e-mail (logistic data on the consignment). Ordered goods you deliver selected carrier (International PostService or DHL Parcel Logistic). Carrier will contact you in advance, before delivery of the shipment. For shipments outside Europe the shipping provided by FedEx.

## **V. Payment**

1. You can pay using the choice of payment options stated in our offer. By selecting prepayment as the method of payment we will send you immediately after your order a confirmation of order and a further e-mail with payment information and banking details. We will ship your goods only after receipt of payment. The invoice amount is due to be paid to our account within 10 days after receiving the e-mail "Payment confirmation". In case of a foreign bank transfer you have to bear any charges of your bank.
2. All online payments our eshop protected with SSL Security Protocol GeoTrust Inc™. Particular example online payment method described in chapter Smart Shopping Guide which are listed in detail all the options of Payment.

## **VI. Shipping costs**

1. At the time an order is placed the prices listed apply. These export prices are given in EUR exclude the VAT applicable at that time. Whether and which shipping costs are applicable to your order you may find within our shipping conditions.
2. Shipping costs are dependant on the destination of the order. If your location in the EU, your carrier and the applicable shipping costs by PostService Priority (par avion) approximately 25-30 EUR . Complete overview of shipping prices listed in Smart Shopping Guide. In other cases, for shipments outside Europe (worldwide) the shipping cost individually by FedEx Parcel or DHL Parcel Company.

## **VII. Warranty**

1. In the case of defects in delivered products Vestax statutory rights apply. Please access and review the online help resources described below before seeking warranty service. If the Vestax Product is still not functioning properly after making use of these resources, please contact an Vestax representative or, if applicable, an Vestax owned retail store or Services, using the information

provided below. An Vestax representative or Services will help determine whether your Vestax Product requires service and, if it does, will inform you how Vestax will provide it. When contacting Vestax via phone, other charges may apply depending on your location.

2. This Warranty does not apply to any non-Vestax branded hardware products or any software, even if packaged or sold with Vestax hardware. Manufacturers, suppliers, or publishers, other than Vestax, may provide their own warranties to you – please contact them for further information. Software distributed by Vestax with or without the Vestax brand (including, but not limited to system software) is not covered by this Warranty. Please refer to the licensing agreement accompanying the software for details of your rights with respect to its use. Vestax does not warrant that the operation of the Vestax Product will be uninterrupted or error-free. Vestax is not responsible for damage arising from failure to follow instructions relating to the Vestax Product's use
3. This Warranty does not apply to consumable parts, such as batteries or protective coatings that are designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship; cosmetic damage, including but not limited to scratches, dents and broken plastic on ports unless failure has occurred due to a defect in materials or workmanship; to damage caused by use with a third party component or product that does not meet the Vestax Product's specifications.
4. Exclusion from warranty for Vestax spare parts (replacement parts) that are sold separately; the standard warranty twelve month applies to these items. Exceptions are cases, when the replacement part is fitted inexpertly (and as a result has been damaged or significantly shortened lifespan). Furthermore, in cases of normal wear and tear during operating with Vestax product (arising from use of the product) like consumable parts. For example, this applies to all moving replacement parts like crossfaders, input faders, rotary faders, switches or various mechanical buttons.
5. This Warranty does not apply to damage caused by accident, abuse, misuse, fire, liquid contact, earthquake or other external cause; to damage caused by operating the Vestax Product outside Vestax's published guidelines; to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Vestax or an Vestax Authorized Service Provider.
6. This Warranty does not apply an Vestax Product that has been modified to alter functionality or capability without the written permission of Vestax; to defects caused by normal wear and tear or otherwise due to the normal aging of the Vestax Product; if any serial number has been removed or defaced from the Vestax Product; or if Vestax receives information from relevant public authorities that the product has been stolen or if you are unable to deactivate passcode-enabled or other security measures designed to prevent unauthorized access to the Vestax product and you cannot prove in any way that you are the authorized user of the product (eg. by presenting proof of purchase).

## **VIII. Return policy and complaint**

1. The customer can return the goods within seven days from the date of delivery of the shipment. This agreement does not apply to spare parts. Spare parts cannot be returned. Other returned goods must be unused in original packaging. The customer will be refunded the amount paid from which will be deducted cancellation fee in the amount of max. 20% of the total price of the returned goods, depending on the condition of the returned goods. The money will be refunded to the customer's bank account or PayPal account. Customer is obliged to use the prescribed "Protocol Cession from the contract TCA" from Reglament Cession from the contract. This document is an integral part of Terms & Conditions (on websites).
2. If the customer withdraws from the contract (order cancellation) and it is for product, which is already on way to the delivery address of customer (the shipment has been sent in the meantime) or in case the customer changes original order, that has already been shipping; detained on the way and returned to our warehouse to change the contents of the shipment due to a change in the order by the customer, required to pay a 30% cancellation fee. This storno fee will be deducted from the amount paid during the refund process.

3. If the customer cancels order, but the shipment has been sent in the meantime (and next shipment returned to our depot as a customer non-accepted shipment), is required to pay a 30% cancellation fee. This storno fee will be deducted from the amount paid during the refund process.
4. Special conditions for custom manufacturing: If the customer withdraws from the contract (cancels order) and it is for product, which is made to custom-built (goods marked "*bespoke*" or "*custom made*" shortcut as "*CM*") is required to pay a 65% cancellation fee. This provision applies to products, that are strictly hand made to order, currently no longer manufactured serially in factory, but it is assembled in the engineering laboratory. This rule also applies to all orders of Vestax spare parts and some marked final products (which are currently also made to custom-built only based on the accepted order and that are available on e-shop). Listed storno fee will be deducted automatically (from the amount paid) during the refund process.
5. If the order is canceled by the supplier or customer before delivery of the ordered goods, the customer will be refunded the amount paid with cancellation fee: 25 EUR/28 USD is this amount, will be deducted from the return value. This is without prejudice to the provisions in articles 1-3 paragraphs VIII. Return policy and complaint. The arrangement does not apply, where the supplier and the customer agree in the meantime to change orders and this order will be placed.
6. Spare parts listed here are subject to the exception, set out in Terms & Conditions, paragraphs VIII., articles 4 (Return policy and complaint). These are the following parts: all kinds of Vestax input faders (Vestax IF), rotary faders (Vestax DF), crossfaders (Vestax CF), switches (Vestax SW), pitch faders (Vestax PF), power supply units (Vestax AC, Vestax DC). Valid also for individual parts or assembled KITS. This spare parts cannot be claimed / returned.
7. Special conditions for our premium refurbishing service (for spare parts it is marked with the last letters "RE" – e.g. "Vestax PF-2000 RE"): if - after ordering this service - the customer does not send the relevant spare part to our service department for the refurbishing process (this is a condition of the service), we cannot provide this service. During the entire period of validity of such an order, the customer has a guaranteed reserved capacity of our service department. If the customer chooses to cancel such order, he will be refunded the amount paid, reduced by a 20% fee for reserving our capacity of the refurbishing service. If the customer does not send the part for refurbishing within 1 month from the order date, we can cancel such order. In such a case the customer is obliged to pay a 10% fee for reserved capacity of this refurbishing service.
8. If the seller later finds compelling reasons for which the ordered goods can not be delivered is entitled to cancel the order without compensation. If payment has already taken place orders, money will be returned no later than two weeks after confirmation of payment of the order.
9. The returned product / shipment must be sent exclusively to the address of Acceptance Service Dpt. (ASD). The address is listed in the e-mail in which you will receive a confirmation of the complaint process. Shipping costs for the return of product are paid by the customer. This applies even if it is a replacement of the product. If it is a claim for goods under warranty, in accordance with Article VII Terms & Conditions, new (or repaired) product will be sent free of charge.

## **IX. Privacy Policy**

1. Our Company collects IP address/domain name combination of users to the website, the electronic email addresses of users who communicate with Company via electronic email, forms and aggregate information on pages users access or visit, user-specific information on pages users access or visit and information volunteered by users.
2. The information Company collects is used for internal review and may be used to improve the content of the website, eshop, to customize the content and/or layout of the website for each individual user, or to notify user about updates to the website.
3. Any communications or materials sent to the website by any user via electronic email or otherwise, including any comments, data, questions, suggestions or the like, will be treated as non-confidential and non-proprietary. Any use of such material does not violate any user's rights including moral rights, privacy rights, proprietary or other property rights, publicity rights, rights to credit for material or ideas, or any other right, including the right to approve the way Company uses such material. Any material submitted to this website may be adapted, broadcast, changed, copied,

disclosed, licensed, performed, posted, published, sold and transmitted by Company anywhere in the world, in any medium.

4. Our Company is free to use, without compensation to user, any concepts, ideas, know-how or techniques contained in any communication you send to the website for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products using such information. To prevent unauthorized access, maintain data accuracy and ensure the correct use of information, Company has put in place appropriate physical, electronic and managerial procedures to safeguard and secure the information Company collects online. Internet transmissions are never completely private or secure. Company cannot ensure or warrant the security of any information user transmits to Company. User understands that any message or information sent to the website may be read or intercepted by others.
5. By submitting information to our Company, user consents to the use of it as described above. If user does not want to be contacted by our Company in the future, user should not submit any data to our Company. To keep user in control of user's information and the communications directed to user, Vestax Japan Megastore LLC allows user to opt-out of receiving communications from our Company. If user objects to any use of user's information by Company, user may send a request via electronic communication form to our Privacy Policy Administration Department. Important note: they must use the prescribed protocol via websites Admin Form or by modifying user's information on the form containing such information submitted by user online.
6. Our Company reserves the right to modify or amend this Policy at any time and for any reason; complete registry Privacy Statement is an integral part of the Terms and Conditions. Any changes to this Policy posted on the website apply as soon as they are posted. By continuing to use the website after any changes are posted, user acknowledges acceptance of those changes.

## **X. Use of Cookies**

1. Our Company use certain tools to collect information about you while browsing our website. These tools use cookies which are small text files that are stored on your hard drive. The cookies are used, among other things, to improve website performance, to provide you with customized viewing options, to compile statistical reports on website activity, or for security purposes. We also use cookies to recognize you as a merchant or a previous visitor of our website, or to pre-populate website forms. Such information may be disclosed to third parties to provide any of the activities mentioned above on behalf of us.
2. To find out more about cookies, including browser-specific instructions on how to restrict or block cookies, go please to special websites [www.allaboutcookies.org](http://www.allaboutcookies.org). Remember, though, without cookies, you may not be able to take full advantage of all of our website features.

## **XI. Final Statement**

1. These Terms and Conditions Vestax Japan Megastore (TCA) are valid and effective from 1st May 2020. An integral part of TCA documents Reclamation, Warranty Terms and Conditions, Privacy Policy and Data Regulations.

## II. Privacy Statement

1. If you provide us with your personal information, this information will not be published, shared, sold or disclosed to any third party unless we have informed you and received your consent or required by us in accordance with applicable law.
2. Personal information that we may collect includes, for example, your name, address of permanent residence. You may also provide us with personal information such as your telephone number and e-mail address, your age, information about your hobbies or favorite products, or other information provided by you during registration or through our marketing surveys. If you use any of our marketing offers, we may also process the data necessary to meet the conditions set out in this marketing offer's rules, which you will be fully aware of in advance. We can also collect activity-related information on our website. This data will not be provided to third parties.
3. To make a business transaction (purchase at our e-shop), we need to provide you with the following personal data: name (or company name, company ID, VAT ID and contact person), address (billing and delivery), telephone and e-mail contact. We also record your business transactions with our company. In the event of an order that has been paid in advance by means of a payment gate or bank transfer, when collecting a claim or when paying a credit note, we will require you to produce an identification document (OP or CP) in order to prevent damage and avoid the legalization of proceeds from crime. Without submitting any of these documents, we may refuse to give you money or to pay / remit money. We obtain the above personal data for the purpose of implementing a business transaction between us and you.
4. Website, online services, interactive applications, e-mail messages, and Company ads can use cookies and other technologies. These technologies help us better understand the behavior of users, tell us which parts of our website users have visited, and allow us to measure the effectiveness of advertising and search the Internet. We consider data collected through cookies and other technologies impersonal, but to the extent that IP addresses and similar identifiers are considered personal data, we treat these identifiers as your personal data.
5. Company is committed to protecting your personal data and proceeds in accordance with EU Regulation 2016/679 (GDPR), Act No. 127/2005 Coll., Electronic Communications, Act No. 101/2000 Coll., On the Protection of Personal Data and on Amendments to Certain Acts and Other Related Legislation and AB-375 / California Consumer Privacy Act (CCPA). Our Company is kept in the registry of personal data controllers at the Office for Personal Data Protection under the registration number 00045386 pursuant to Act No. 101/2000 Coll.
6. We may use your personal information for purposes related to the provision of services to your person, such as processing your orders, issuing purchase documents, managing and managing your customer account, registering the serial numbers of your purchased products with respect to the warranty terms, the provision of services and products, that you request or respond to your complaints or queries about the products and services we provide.
7. If you choose to disclose your personal information, it will be used for the purpose we have given you at the time the data was collected and under the conditions specified.
8. You have the right to contact us at any time to request access to your personal data that we manage. As an Administrator (par. 12 article 6 EU 2016/679 GDPR), we may, at your request, request the additional information necessary to confirm your identity. If it is an electronic form, we require your validated electronic signature as the applicant. If this is a form of a written request, we require a notarized signature at your request. Your request will be processed within a statutory period of one month. In the event of an extension of the deadline, you will be informed, together with the reasoning, as the applicant.
9. You have the right to contact us at any time to remove your personal information in order to update your personal information, or to tell us how you wish to receive information about our products and services, or for what purpose we may use your personal information. In case you want to cancel your registration and personal information at our company completely, just send an request for the deletion of personal data directly to websites webform.
10. Your personal data will be stored by us in accordance with our usual strict security standards. Our Company provides administrative and technical measures to protect your personal information

from loss, theft and misuse, and also from unauthorized access, disclosure, alteration, and damages. At the same time, we declare that our company does not manage or manage any of your personal data of the character of sensitive personal data in the sense of n. EU 2016/679 (GDPR) and in the sense of n. AB-375 / California Consumer Privacy Act (CCPA) 2018, updated 12/2019.

11. When handling your personal information, we comply with the applicable laws, recommendations of the Personal Data Protection Authority and the WP29 Data Protection Authorities, an advisory body of the European Commission and your data is protected in accordance with EU 2016/679 (GDPR) and AB-375 / California Consumer Privacy Act (CCPA).
12. By submitting your personal data, you agree to the Declaration.

### III. Terms of use Websites (DMCA)

1. Use of Cookies. Our Company use certain tools to collect information about you while browsing our website. These tools use cookies which are small text files that are stored on your hard drive. The cookies are used, among other things, to improve website performance, to provide you with customized viewing options, to compile statistical reports on website activity, or for security purposes. We also use cookies to recognize you as a merchant or a previous visitor of our website, or to pre-populate website forms. Such information may be disclosed to third parties to provide any of the activities mentioned above on behalf of us.
2. To find out more about cookies, including browser-specific instructions on how to restrict or block cookies, go please to special websites [www.allaboutcookies.org](http://www.allaboutcookies.org). Remember, though, without cookies, you may not be able to take full advantage of all of our website features.
3. Vestax website is free to use, without compensation to user, any concepts, ideas, know-how or techniques contained in any communication you send to the website for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products using such information.
4. To prevent unauthorized access, maintain data accuracy and ensure the correct use of information, Vestax has put in place appropriate physical, electronic and managerial procedures to safeguard and secure the information Vestax collects online. Internet transmissions are never completely private or secure. Vestax cannot ensure or warrant the security of any information user transmits to Vestax. User understands that any message or information sent to the website may be read or intercepted by others.
5. All editorial content and graphics on this website are proprietary to Vestax. These materials are protected by copyrights and may not be copied, used, reproduced, or transmitted in whole or in part without the express written consent of Vestax which reserves all rights.
6. Re-use of any of Vestax editorial content and graphics online for any purpose is strictly prohibited. Any unauthorized use of the text, images, audio and video may violate copyright, trademark, privacy and publicity laws and civil and criminal statutes. Links to this Web site should not be made without the permission of Vestax. Please direct your request to [marketing@vestax.net](mailto:marketing@vestax.net)
7. The "Vestax" name and logo are trademarks or servicemarks of Vestax. All other trademarks or servicemarks used or referred to on this website are the property of their respective owners.
8. Nothing contained on this website should be construed as granting, by implication, estoppel, or otherwise, any license or right of use of any trademark or servicemark displayed on the website without the written permission of Vestax or such third party owners.
9. All information included in, or linked to, this website was, to the best of Vestax knowledge, timely and accurate when included in, or linked to, this website. The passage of time, however, renders all things stale, and Vestax is not responsible for any misimpressions which may result from the reading of outdated material. You should carefully check the dates of issuance and/or posting of any press releases, articles, reports and other information included in, or linked to, this website.
10. The information on this site is provided solely for general illustrative and instructional purposes only, and does not create a business or professional services relationship.
11. Business practice, business challenges, technology, laws and regulations vary by country and change from time to time, and compliance with such standards depends on the particular circumstances.
12. Any reliance on the information in this site is solely at the user's own risk. This site contains links to servers maintained by other organizations. Vestax cannot and does not provide any warranty about the accuracy or source of information found on any of these servers or the content of any file that you might choose to download from a third party site.
13. Vestax assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, user's computer or other property on account of user's access to, use of, or browsing in the Web site or user's downloading of any materials, data, text, images, video, or audio from the website.
14. Any communications or materials sent to the website by any user via electronic mail or otherwise, including any comments, data, questions, suggestions or the like, will be treated as non-confidential



and non-proprietary. Any use of such material does not violate any user's rights including moral rights, privacy rights, proprietary or other property rights, publicity rights, rights to credit for material or ideas, or any other right, including the right to approve the way Vestax uses such material. Any material submitted to this website may be adapted, broadcast, changed, copied, disclosed, licensed, performed, posted, published, sold and transmitted by Vestax CZ anywhere in the world, in any medium.

15. Vestax reserves the right to modify or amend this Disclaimer at any time and for any reason. Any changes to this Disclaimer posted on the website apply as soon as they are posted. By continuing to use the website after any changes are posted, user acknowledges acceptance of those changes. These Terms of Use of the website are valid and effective from the date of their publication on October 1<sup>st</sup>, 2012, as updated on September 1<sup>st</sup>, 2015.

1st May 2021

**Vestax Japan Megastore, LLC**