

Pre-Orders Terms and Conditions

1- Definitions

This **General Terms and Conditions** agreement states the obligations between the **seller**:

Frédéric Meslin Audiogeräte

HerwarthStr, 20
53115 Bonn / Deutschland

also referred to as **Fred's Lab**

and the **Customer**:

defined as anyone having purchased a pre-order item on the **Fred's Lab webstore**, also referred to as **the Boutique** (<https://fredslab.net>) under the present Pre-Orders Terms and Conditions agreement.

The following specific conditions only applies to pre-order items. The other items available from the boutique, fall under the boutique **General Terms And Conditions of Sales** agreement.

2- Pre-order item

A pre-order item is a physical product made available for purchase **before its official release** and availability in the market. The **Customer** have the opportunity to place orders and secure their purchase in advance, **before the product is ready** for immediate delivery.

A pre-order item is different from a regular boutique item mainly in its **deferred shipping date**.

3- Pre-order payment

A pre-order item is considered purchased once the **total purchase amount has been paid in full**, using one of the two payment methods offered by the boutique: PayPal transaction or Wire bank transfer.

When a pre-order item is purchased, it is guaranteed to the Customer reserved, assembled and then shipped specifically for them.

4- Delivery terms

All orders are handled by either **Deutsche Post (Germany)** or **DHL (for International Shipments)**.

The estimated shipping date for pre-order items serves as **an approximation**, with a **tolerance window** of up to **4 weeks**. Once the items are dispatched to our logistic partner, for the furthest destinations, up to **3 additional weeks** may be required by the transporter and its logistic partners to reach the customer address.

Estimated delivery times, are available directly on DHL website: <http://www.dhl.de>

Fred's Lab cannot be held responsible for **transport delays** due to national holidays, strikes, extreme weather events, or any case of force majeure, impacting the postal services.

All items shipped are **tracked and insured**. The tracking number of their parcel is communicated to the Customer at shipping. It is demanded that the **Customer** regularly checks their parcel status to avoid returned parcels. Re-shipping because of non-collection will be invoiced to the **Customer**.

The **Customer** must refuse an item which package **has been damaged** during transport, so the transporter insurance can cover the loss. It is highly appreciated if the **Customer** can take several pictures of the damaged parcel to document the case.

5- Taxes and Import duties

For pre-order items purchased **outside the EEA** (European Economic Area), **local import duties and taxes** will apply. The **Customer** is responsible to inform themselves, assist the local authorities in the process and **pay the requested taxes and duties**, to clear and receive their parcel.

Fred's Lab will provide all shipping declarations needed and customs requested documentation to facilitate the import procedure but **will not handle the communication** with the local authorities.

6- Privacy policy

Aside from the **Customer** name, shipping address, e-mail address, phone number (optional) and VAT number needed for the accounting and shipping necessities, **Fred's Lab do not collect, store, share or sell customer data**.

Only **DHL**, their logistics partners, **Neffgen Steuerberater Bonn** (our accounting partners), will receive some of the requested **Customer** information, to process their purchase.

7- Right of withdrawal

The **Customer** can withdraw its pre-order purchase **within 14 days and without justification** after placing the order.

AND

The **Customer** can withdraw its pre-order purchase **within 14 days and without justification** after having physically received the pre-order item.

To exercise their right of withdrawal after item reception, the **Customer** must send back the pre-order item, clean, un-damaged, with all its accessories, in the original packaging and at their cost.

Customer purchase will be fully refunded after reception and inspection of the returned pre-order item, within a period of **10 business days**.

8- Warranty and support

Pre-order items sold on the boutique benefit from the same **Fred's Lab 3-year warranty and support / repair services** as regular items. The terms included in the boutique **General Terms And Conditions of Sales** agreement fully apply on pre-order items.

9- Limitation of liability

In the event of any issues or disputes linked with the purchase, **Fred's Lab** liability is restricted to the **total amount of the purchase**.

10- Governing laws

The present general terms and conditions are subject to the **German Commercial Law**.

The tribunal **Amtsgericht Bonn, Germany** is the competent court in case of dispute.

11- Severability

In the event any clause of this agreement is determined to be void or unenforceable, this determination does not affect the remainder of this agreement.

Written in Bonn, the 31/01/2024.
