

# Bang & Olufsen spare parts - Registration and ordering form

Available for products manufactured and first-time sold or used in NY from 1<sup>st</sup> July, 2023.

For service and support for other Bang & Olufsen products, please contact an authorised partner: <https://stores.bang-olufsen.com/en/search>

## REGISTRATION:

- Product owner/user
- Professional repairer

(Company) Name:	
CVR/VAT no:	
Address:	
Contact person:	
Phone:	
Email:	
Delivery address:	

## PRODUCT INFORMATION:

Product name:	
Serial number:	
Error description*:	
Software version*:	

\*optional

## REQUESTED MATERIAL:

Description:	Part number:	Qty:

## TERMS & CONDITIONS:

Please refer to BANG & OLUFSEN GENERAL TERMS AND CONDITIONS FOR ORDERING OF SPARE PARTS found on the following pages.

Terms & Conditions accepted

\_\_\_\_\_  
Signature, date

Please fill out, sign and send to:

▶ [Service@AdamsElectronics.com](mailto:Service@AdamsElectronics.com)

This service is handled by:  
[www.AdamsElectronics.com](http://www.AdamsElectronics.com)

**BANG & OLUFSEN**  
**GENERAL TERMS AND CONDITIONS FOR ORDERING OF SPARE PARTS**

JUNE 2023

**PREAMBLE**

1. Bang & Olufsen (“**B&O**”) is engaged in the development, design, manufacture, marketing and sale of a highly distinctive and exclusive range of televisions, sound systems, loudspeakers and other existing or future audio and video equipment and services (the “**Products**”).
2. Products may be covered by a warranty provided by B&O applicable at the time of purchase by the first consumer purchaser (the “**Limited Warranty**”). The applicable Limited Warranty is available on [www.bang-olufsen.com](http://www.bang-olufsen.com).

**APPLICABILITY**

3. These general terms and conditions for ordering of spare parts (the “**T&Cs**”) apply in connection with independent repair providers (the “**Professional Repairers**”) and owners of B&O’s Products (the “**End Users**”) based in the State of the New York in the United States of America (the “**Territory**”) who wish to order and purchase specific and original documentation, spare parts and/or tools manufactured by B&O for the Products (the “**Spare Parts**”) as well as embedded software for Products (the “**Software**”), to enable the Professional Repairers and End Users to repair Products themselves.
4. The T&Cs apply solely to Professional Repairers’ and, End Users’ request and ordering of the Spare Parts and/or Software from B&O. Any purchase of Spare Parts from independent service partners (appointed by B&O) may be subject to additional terms and conditions.

**ORDERING OF SPARE PARTS**

5. Professional Repairers and End Users may request, and order specific Spare Parts from B&O for Products manufactured and sold in the Territory after 1 July 2023.
6. Professional Repairers and End Users may request to purchase Spare Parts via B&O’s website, by filling out the registration and ordering form available [here](#). The Professional Repairers and End Users is required to specify for which Product(s) and which Spare Part(s) the Professional Repairers and/or End Users would like to purchase.
7. After the Professional Repairers and End Users have submitted the registration and ordering form, the Professional Repairers and End Users will be redirected to a website operated by an authorised service partner of B&O who will process the order and provide a fee quote for the requested Spare Part(s).
8. The Spare Parts are covered by a six (6) months’ warranty, commencing on the date of purchase by the first Professional Repairer or End User. The warranty covers [material defects provided the Spare Parts have been properly used and handled throughout the warranty period. The Professional Repairer or End User is not compensated for shipment of the Spare Parts nor labour costs].

#### **ACCESS TO SOFTWARE**

9. Professional Repairers and End Users may access Software via [www.bang-olufsen.com](http://www.bang-olufsen.com) or a service partner authorised by B&O.

#### **REPAIRS ARE CARRIED OUT AT OWN RISK**

10. Any and all repairs of Products made using the Spare Parts and/or Software and carried out by the Professional Repairer(s) and the End User(s) are at the Professional Repairers', respectively, the End Users' own risk.
11. B&O shall only be liable to the Professional Repairer and End Users for damages howsoever arising, including but not limited to bodily injury caused by a Spare Part, if the damage results from an error committed by B&O. However, B&O shall not be liable to the Professional Repairers and End Users for any indirect, incidental, special, consequential, punitive, or exemplary damages arising out of or related to Professional Repairers' and/or End Users' ordering of Spare Parts under these T&Cs under any legal theory, including but not limited to, operation losses, profit losses, consequential losses and other indirect losses, and in no event shall B&O's liability for damage on property exceed the amount of USD fifteen thousand (15,000).
12. By accepting these T&Cs, the Professional Repairers and the End Users accept that the Limited Warranty does not cover defects which have been caused by incorrect repairs and/or modifications, or maladjustment of the Product.

#### **INTELLECTUAL PROPERTY RIGHTS**

13. B&O retains any and all intellectual property rights (the "IPR"), including inventions, patents, trademarks, designs, copyrighted works and databases, in and to the Products, the Spare Parts, the Software and the B&O's names and trademarks.
14. It is strictly prohibited for the Professional Repairers and End Users to use or exploit B&O's IPR, including its name and trademarks. The Professional Repairers and End Users must in no event refer to itself as a B&O representative, an authorised service partner of B&O or the like.

#### **SALE OF SPARE PARTS OUTSIDE THE TERRITORY**

15. Any sale and/or distribution of Spare Parts or Software ordered under these T&Cs by a Professional Repairer or an End Users to a third party based outside of the Territory is strictly prohibited.

#### **APPLICABLE LAW AND DISPUTES**

16. These T&Cs are governed by the laws of the State of Delaware, without reference to its conflict of law principles. Any dispute which cannot be settled amicably is to be brought before the courts of Delaware.

#### **ACCEPTANCE**

17. By accepting these T&Cs you as a Professional Repairer or End User understands that you are entering into a legally binding agreement with [Bang & Olufsen America Inc., company registration number 36-2688126, 1209 Orange Street Wilmington, Delaware, the United States of America]. In addition, you agree to and accepts to have read through the T&Cs.