

# Terms and Conditions

## Vision.com B.V. | Playground

*Purchase and Sale of New, Used, and Demo (Ultra) High-End Audio Equipment*

### Article 1 – Company Identity

Name: Vision.com B.V.

Brand: Playground

Chamber of Commerce (KVK) number: 34048375

VAT number: NL003201168B01

Registered address: Amsterdam

Email: ray@welcometoplayground.com

Website: www.welcometoplayground.com

Phone number: +31 6 218 70717

### Article 2 – Applicability

2.1 These terms and conditions apply to every offer, agreement, and delivery between Vision.com B.V. and any buyer or seller, unless explicitly agreed otherwise in writing.

2.2 These terms apply to both consumers and business customers, unless expressly stated otherwise.

2.3 In case of a conflict between these terms and specific written agreements, the latter shall prevail.

2.4 The applicability of any other general terms and conditions is explicitly excluded, unless agreed otherwise in writing.

### Article 3 – The Offer

3.1 All offers are non-binding unless expressly stated otherwise.

3.2 The condition of used or demo products is clearly described.

3.3 All offered items are in our possession and immediately available for purchase, test demonstration, or shipment.

3.4 Apparent errors or mistakes in the offer are not binding on Vision.com B.V.

3.5 Products that are specially ordered or procured for the customer cannot be cancelled or returned; the buyer is obligated to accept and pay for them.

### Article 4 – The Agreement

4.1 The agreement is concluded upon acceptance of the offer by the buyer or seller, followed by written confirmation by Vision.com B.V.

4.2 If there are doubts about the information provided or payment security, Vision.com B.V. may refuse the agreement or request additional information.

## Article 5 – Right of Withdrawal (Consumers Only)

- 5.1 Due to the nature of the products, Vision.com B.V. excludes the statutory right of withdrawal for distance contracts, as permitted by law for custom-made or second-hand goods (Article 6:230p of the Dutch Civil Code).
- 5.2 Used or demo products are always excluded from the right of withdrawal.
- 5.3 Return shipping costs are entirely borne by the buyer, unless agreed otherwise.

## Article 6 – Prices and Payment

- 6.1 All prices are stated in euros. Prices are excluding VAT for business customers (inside and outside the EU), and including VAT for consumers, unless stated otherwise.
- 6.2 The VAT margin scheme applies to used goods (no VAT deduction is possible for buyers).
- 6.3 Shipping, on-site delivery, and installation are not included in the price unless explicitly stated on the invoice or agreed in writing.
- 6.4 Payment must always be made in advance, unless agreed otherwise in writing.
- 6.5 The buyer must immediately report any inaccuracies in payment details.
- 6.6 In case of late payment, statutory interest is due. Any collection costs incurred will be charged to the buyer.

## Article 7 – Delivery

- 7.1 Delivery takes place at the agreed address or through pickup.
- 7.2 Delivery times are indicative; delays do not entitle the buyer to cancel the order or claim compensation.
- 7.3 Risk transfers to the buyer upon handover or the start of insured transport.
- 7.4 Insured transport is arranged upon request and at the buyer's expense.
- 7.5 The risk of damage or loss during transport lies with the buyer.
- 7.6 Vision.com B.V. is not liable for any transport damage or loss, even if Vision.com B.V. arranges the carrier on behalf of the buyer.
- 7.7 The buyer must immediately report any inaccuracies in transport details.

## Article 8 – Retention of Title

- 8.1 All delivered products remain the property of Vision.com B.V. until full payment has been received.
- 8.2 Until full payment is made, the product may not be sold, pledged, or used as collateral.

## Article 9 – Warranty

9.1 New products come with a manufacturer's warranty, where applicable.

9.2 No warranty is provided on used products, unless explicitly agreed otherwise in writing.

9.3 Demo products come with a limited warranty, depending on the remaining manufacturer coverage.

9.4 Vision.com B.V. guarantees that the products meet reasonable expectations regarding soundness and usability, unless stated otherwise.

9.5 Warranty is void in cases of damage due to improper use, drops, moisture, or third-party modifications.

## Article 10 – Purchase of Used Equipment

10.1 Only products legally owned by the seller will be purchased.

10.2 Products will be checked for functionality and condition; hidden defects may lead to adjustment of the purchase price or termination of the agreement.

10.3 Vision.com B.V. reserves the right to reject any purchase request without stating reasons.

## Article 11 – Consignment Sales (On Behalf of Customers)

11.1 Vision.com B.V. may offer and sell products on behalf of customers.

11.2 The commission fee will be agreed in writing and is a minimum of €250 excluding VAT per unit.

11.3 The customer guarantees that the product is fully functional and delivered in the agreed condition.

11.4 If the products are found to be defective or deviate from the agreement, Vision.com B.V. may amend or terminate the agreement.

11.5 Cancellation by the customer is only possible upon payment of a cancellation fee, unless agreed otherwise.

11.6 The standard cancellation fee is €250 excluding VAT or 10% of the agreed sales price.

11.7 A 10-business-day return or pickup period applies.

11.8 Payment to the customer will be made by bank transfer no later than 7 days after the sale.

## Article 12 – Liability

12.1 Vision.com B.V. is only liable for direct damage caused by intent or gross negligence.

12.2 Liability is limited to the invoiced amount of the relevant product.

12.3 Vision.com B.V. is not liable for indirect damage, consequential damage, or loss of data.

12.4 Liability is excluded unless the damage is demonstrably the result of intent or gross negligence.

### Article 13 – Force Majeure

- 13.1 In cases of force majeure, Vision.com B.V. may suspend or dissolve the agreement.
- 13.2 Force majeure includes, but is not limited to: natural disasters, war, pandemics, government actions, transport disruptions, and communication failures.

### Article 14 – Complaints Procedure

- 14.1 Complaints must be reported in writing within 2 days after receipt of the product.
- 14.2 Vision.com B.V. aims to resolve complaints within 10 days. In case of delay, the customer will be informed of the new expected timeframe.

### Article 15 – Governing Law and Disputes

- 15.1 All agreements are governed exclusively by Dutch law.
- 15.2 Disputes will be submitted exclusively to the competent court in the district of Amsterdam.
- 15.3 The subdistrict court in Amsterdam has sole jurisdiction, unless mandatory law provides otherwise.