



Terms and Conditions

1. General information

Libratone.shop is owned and operated by Little Bird ApS.

Company details:
Little Bird ApS
Ørestad blvd. 73
2300 Copenhagen S
Denmark
CVR: DK 41320893

Contact:
Submit a customer support request [here](#).
General email inquiries: info@libratone.com

2. Important notice

Please read these Terms and Conditions carefully before ordering from Libratone.shop.

When ordering from our web shop, you automatically accept our Terms and Conditions. The Terms and Conditions may be updated from time to time and we therefore ask you to accept the Terms and Conditions every time you purchase from us.

If you have any questions regarding our Terms and Conditions, please contact us directly by submitting a customer support request [here](#).

3. Formation of contract

When clicking on "Pay now" in the check-out process you are placing a binding order for all products in your shopping basket at the moment of check out. Once you have submitted your order, we will send you an order confirmation via email. A binding contract is formed when you receive the shipping confirmation from us.

4. Prices and currencies

The prices shown on the product pages in our web shop at the date on which the order is placed shall apply. The stated prices are final prices (totals) and include the country specific value added tax at the applicable statutory rate. The product remains Little Birds' property until full payment of the retail price is received.

Purchases can be done in the following currencies: Euro (EUR).

5. Payment terms

- 5.1 The total cost of your order will be the purchase price for the products, it includes any card processing charges and country specific VAT.
- 5.2 Please note that, unless Little Bird notifies you otherwise prior to our acceptance of your order, Little Bird will only accept payment in the currency of the territory in which your delivery address is located.
- 5.3 When ordering you confirm that the credit/debit card that is being used is yours. All credit/debit cardholders are subject to validation checks and authorization by the card issuer. If the issuer of your



card refuses to authorize payment, Little Bird will not accept your order, be liable for any delay or non-delivery or be obliged to inform you of the reason for the refusal. Little Bird is not responsible for your card issuer or bank charging you as a result of Little Bird's processing of your credit/debit card payment in accordance with your order.

6. Invoicing

Where Little Bird elects, or is required by applicable law, to issue or make an invoice available, Little Bird reserves the right to issue or make available electronic invoices and you agree to such form of invoicing. If electronic invoicing is used, Little Bird will send you an email invoice as soon as your order is shipped.

7. Shipping terms

When placing an order, you agree to the following shipping terms:

Libratone.shop offers free shipping for all purchases with value above 50 EUR.
For orders below EUR 50, shipping fee will be applied.

We currently ship to the following countries:

Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden.

Our online orders are shipped via our courier partners (GLS, UPS, PostNord). Orders are normally delivered in 3-5 business days.

Note: During sale periods and promotions, such as Black Friday, Christmas etc. please expect the delivery time to be longer than normal.

Libratone.shop currently only ships products to countries listed above. If your country is not listed, we refer to selected retail partners for purchase of one of our products.

8. Substitute products

8.1 Little Bird's policy is one of ongoing product update and revision and Little Bird may therefore revise or discontinue products from time to time. If, for any reason, Little Bird is unable to provide you with the product you have ordered, Little Bird will do its best to offer you a substitute of the same or better quality at the same price. If you are not happy with a replacement product, you can return it in accordance with Little Bird's 30-day returns guarantee.

8.2 Please note that if you elect to return substitute goods in accordance with Little Bird's 30-day returns guarantee, Little Bird will meet the reasonable costs of returning the substitute goods. Read more about free return shipment in our return policy "10. Cancellation and return policy".

9. Customs

When ordering from Little Bird, you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the Products or Services. No customs fees are charged within the EU.



10. Delivery and risks

Orders will be sent to the delivery address that you have provided during the purchase process. Little Bird cannot be held responsible if that delivery address is incorrect. In the purchase process the customer's address will be verified. If the address is validated correctly but is not the customer's address or if the customer chooses another address than the validated one, Little Bird cannot be held responsible.

NOTE: Please note that Little Bird cannot deliver to PO boxes or BFPO addresses.

- 10.1 Little Bird currently only delivers products to the countries listed at the checkout. Please also note that Little Bird is unable to deliver products to any country other than that listed unless otherwise stated. Your choice of shipping location and your billing address must therefore appear on this list. Billing and shipping address both need to be within the European Union but do not need to be the same.
- 10.2 While Little Bird will try to meet any dispatch estimates that it gives you, please note that they are just that: They are not guarantees and should not be treated as such. Accordingly, you agree that products may not necessarily reach you within 30 days of the date of your order.
- 10.3 Once a product has been received by you, all risk of damage to, or loss of, the product shall pass to you.

11. Cancellation and return policy

11.1 Cancellation of an order

Please note, that due to logistical reasons cancellations or changes in your order cannot be made after completing the purchase process. In case of an incorrect order, please return the product according to our return guidelines.

If you have questions regarding your order, please submit a support inquiry [here](#) and state your order number.

11.2 Return of products

Little Bird wants you to be totally satisfied with all products that you purchase from Libratone.shop. Therefore, you are allowed to open the packaging and test our products. If for any reason you are unhappy with a Little Bird product, you can return it to Little Bird within 30 days of the date the product was dispatched to you, provided that the product is returned in its complete and original condition – meaning clean, without traces of usage and with all accessories included. If these conditions are met, Little Bird will issue a full refund of the price paid for the product in question. Return process:

- a) Any items returned must be in the same condition in which you received them (clean, no traces of usage). All accessories inside the product packaging such as chargers, cables, spare earbuds etc. that were shipped with the purchased order need to be returned as well.
- b) Request a free return label:
Shipment for returns are free of charge. Please click [here](#) and submit a support inquiry, selecting the category "30 days return". Within 1-2 working days you will receive an email with further instructions for the free return label.
- c) Please place the product in its original packaging in a cardboard box (we recommend that you use the original shipping cartons for packing the product) and stick the printed return label on the



outside of the parcel. If you ship a product, Little Bird is not liable for damages to the product caused during shipment.

- d) You are responsible for the shipping of returned items back to Little Bird. Items lost in transportation will not be compensated for. Please use the free return label.
- e) When we receive your package, we will inspect the condition of the items before proceeding to reimburse the returned items.
- f) Packages must be shipped directly to our warehouse using the free return label. It is not possible for Little Bird to pick up packages sent to postal shops.
- g) The handling time on return orders can be up to 5-10 business days from the day we receive it. Payment refunds can vary depending on your payment type.
- h) Refunds are made in the original payment method.
- i) Products purchased on Libratone.shop cannot be returned in our stores or any other retail.

12. Exchange of products

Libratone.shop does not offer an exchange of products. Please return the order according to our [return policy](#) and re-order.

13. Age and requirements

If you order a product to which a minimum age applies, by ordering that product you confirm that you are of the required age. If Little Bird reasonably believes that you are not legally entitled to order a product, we reserve the right to cancel your order.

14. Warranty

All defects in material and workmanship are covered by our warranty.

This Warranty covers the functionality of the product for its normal, intended use in an environment as specified in the Product Manual only and does not cover malfunctions that result from improper or unreasonable use or maintenance, e.g. accident, excess moisture, improper packing, lightning, power surges, or unauthorized tampering, alteration or modification not authorised by Little Bird. This Warranty is limited to the repair or replacement of the product at Little Bird's decision, and neither costs for transportation, removal, nor installation of a product is covered by this Warranty.

Little Bird's warranty applies for products made by Little Bird. Little Bird warrants that the product is free of defects in materials and workmanship at the time of its original purchase by the end-user. Warranty claims need to be addressed towards the retail channel the product was purchased from.

14.1 Warranty period

This Warranty extends to TWO (2) YEARS from the customer's original purchase of the product (invoice as proof of purchase from Libratone.shop).

14.2 Warranty handling

If Little Bird receives, during the applicable warranty period, a valid notice of a defect in any product purchased from Libratone.shop which is covered by Little Bird's warranty, Little Bird will, at Little Bird's option, within a reasonable time after being notified of the defect:

- (a) repair the defect at no charge, using new or refurbished replacement parts,
- (b) replace the product or
- (c) refund the purchase price of the product.



Response time may vary from country to country and is among other things subject to availability of parts and transport. The response time for returns is normally within 5-10 working days.

All replaced faulty parts and components will become the property of Little Bird.

Little Bird shall have no obligation to repair, replace or refund until the customer returns the defective product to Libratone.shop. Any replacement product may be either new or like-new, provided that it has functionalities at least equal to that of the product being replaced. Repairs outside the Warranty period or of damages not covered by this guarantee will take place only with customers prior approval.

14.3 Submit a warranty claim

Warranty claims through our web store can only be done for products that were purchased directly from Libratone.shop.

In the event of a product defect, the customer should take the following actions:

- (1) Refer to the [Product Manual](#) on our Support Platform in order to identify and possibly correct the problem.
- (2) If the problem cannot be resolved by reference to the [Product Manual](#), please submit a customer support request [here](#).
- (3) If necessary, Little Bird will arrange for repair or replacement of the product provided that the customer presents the original sales invoice (from Libratone.shop) to document the date of purchase.
- (4) If you ship the product, Little Bird is not liable for damages to the product caused during shipment. Thus, we recommend that you use the original shipping cartons for packing the product. If these cartons are not available, we suggest that you use a strong cardboard box and sufficient packaging (for example Styrofoam, bubble wrap or similar) to provide at least 10 cm of packaging to fully surround products weighing 5 kg or more.
- (5) Request a free return label:
The shipment of your defect product is free of charge. A free return label will be provided by our customer support team. Please submit a customer support request [here](#).

14.4 DOA (Dead on Arrival)

A product is considered DOA if it is defective within 14 days of end customer purchase date. Customer must contact Little Bird and will receive a new identical product. Please submit a customer support request [here](#).

14.5 Other rights

This Warranty does not affect your mandatory rights. This Warranty provides you with specific rights subject to specified conditions. You may also have other mandatory legal rights depending on in which country the product was originally purchased. This Limited Warranty does not affect such legal rights and does not preclude any legal remedy you may have under the law.

14.6 Limitations of warranty and liability

The maximum liability of Little Bird shall not exceed the purchase price originally paid by you for the product. Little Bird shall be liable for no more than the direct damages for bodily injury, and/or real or personal property arising from the gross negligence of Little Bird. Further, Little Bird shall not be liable for special, incidental, consequential, or indirect damages. This Warranty is void if the label bearing the serial number has been removed or defaced.

15. Limitations of liability

- 15.1 Nothing in these Terms limits or excludes Little Bird's liability for (i) death or personal injury caused by negligence, (ii) fraudulent misrepresentation, or (iii) any other liability which cannot be limited or excluded by applicable law.



15.2 You acknowledge that Little Bird shall not be liable to you for any misrepresentation, misstatement or breach of any term, condition or warranty given by Little Bird in connection with any products or services.

15.3 This Section 14 does not affect your statutory rights as a consumer, nor does it affect your cancellation rights.

16. **Electronic communications**

When you purchase from Libratone.shop or send e-mails to Little Bird, you are communicating with Little Bird electronically. For contractual purposes, you consent to receive communications from Little Bird electronically and you agree that all agreements, notices, disclosures and other communication that Little Bird provides to you electronically satisfy any legal requirement like such communications in writing. This term does not affect your statutory rights as a consumer.

17. **Assignment, sub-contracting etc.**

Little Bird reserves the right to transfer, assign, novate or sub-contract all or any of Little Bird's rights and obligations under these Terms. You may not assign, sub-contract or otherwise transfer any of your rights or obligations under these Terms without Little Bird's consent in writing.

18. **Events beyond the sellers' reasonable control**

Little Bird will not be held responsible for any delay or failure to perform or comply with our obligations under these Terms if the delay or failure arises from any cause which is beyond Little Bird's reasonable control.

19. **Severances**

Each provision of these Terms shall be construed separately and independently of each other. If any provision is deemed invalid, void or otherwise unenforceable, that provision shall be deemed severable form and not affect the enforceability of any of the other provisions of these Terms.

20. **Governing law and jurisdiction**

These Terms and all transactions relating to this Web Store are governed by Danish law and you, and Little Bird, hereby submit to the non-exclusive jurisdiction of the Danish courts. However, this will not affect your statutory rights if you are a consumer and applicable consumer law requires application of another law (such as the law of your country of residence).

21. **Order limitations**

Orders are only possible in normal household quantities. We reserve the right to limit orders. For larger orders contact us by submitting a customer support request [here](#).

22. **Amendments to these terms**

Little Bird reserves the right to make changes to these Terms at any time. You, and any contract of sale between you and Little Bird, will be subject to the version of these Terms in force at the time you order the products from Libratone.shop.