



## Terms and Conditions

Please note:

As per national regulations earplugs are intended to assist in the prevention of hearing damage only and are not intended to be a total prevention solution. Earplugs are intended to be part of a total protection solution and are not intended to be a standalone prevention solution.

Earplugs must be used strictly in accordance with the instructions provided. Failure to use them in accordance with these directions, the directions of your hearing professional or any other involved professional or national or local regulations, may result in permanent hearing damage and all liability is waived in this respect.

### **1. General Terms and Conditions**

Prices on the website or on a price list can change without notice. All prices are in local currency unless otherwise stated.

Products ordered must be paid in full in advance unless indicated otherwise by Pacific Ears.

Approved companies will be invoiced for their orders and are allowed to pay afterwards. All invoices need to be paid within 2 weeks of the invoice date unless indicated otherwise by Pacific Ears;

All goods remain property of Pacific Ears until fully paid for by the customer.

Pacific Ears reserves the right to charge interest of 2.5% per month and to charge a late payment penalty of 10% on any overdue accounts.

Invoices unpaid after 30 days after the due date, may be referred to our debt recovery agency. This will incur extra costs. They may charge you a fee equal of 25% of the unpaid portion of the invoice amount and any other legal and collections costs not covered by the fee.

Photos published on our website are indicative only. Colours, shapes and engravings may differ.

Items on sale are only available while stock lasts unless indicated otherwise by Pacific Ears. The price and stock levels mentioned on the website can be outdated and are therefore indicative only. If stock has run out, the sale for the item has ended. Pacific Ears will let you know as soon as possible when the applicable item(s) are out of stock. At Pacific Ears' sole discretion, a backorder may be placed for the item(s) at the sale price.

All ordered goods will be sent by Australia Post with track and trace, which number will be supplied on request only. At the request of the customer, courier or post services can be changed. This may incur extra costs.

Goods are sent "ex-works", they are under the responsibility of the recipient, once they leave our premises.

Shipping costs may differ for rural, remote, commercial and residential destinations. And a surcharge may be applicable for these destinations. The courier service used decides whether the destination is rural, remote, commercial or residential.

All products repaired, altered or replaced under warranty are shipped/couriered at Pacific Ears expense.

Different (freight) pricing structures and times are in place for overseas orders.

Written quotes remain valid for 30 days unless otherwise stated.

## **2. Custom-made products**

The cost price of custom-made products is made up out of several components (not limited to):

- Appointment for an ear examination and ear impressions
- Shipping of the specific ear impressions
- Materials to manufacture the custom moulds
- Labour
- Acoustical filters, accessories and packaging
- Shipping of the final product

### **2a. Refund and Alterations**

Custom-made products from Pacific Ears cannot be returned for a refund for any reason unless indicated otherwise in written form by Pacific Ears or under these Terms and Conditions.

Pacific Ears will rectify, remake or re-work any custom-made product in cases of poor fit or seal if and when the products are returned within 30 days of the original delivery of the ordered product. Within the indicated time frame and only the first alteration is free of charge unless indicated otherwise by Pacific Ears in written form or under the Terms and Conditions.

## **2b. Warranty on Custom-Made Pacific Ears products:**

Customer direct sales:

Pacific Ears warrants all custom-made Pacific Ears branded products for defective manufacturing, defective material and component failure for **four** (4) years from the date of purchase.

Other sales:

Pacific Ears warrants all custom-made Pacific Ears branded products for defective manufacturing, defective material and component failure for **one** (1) year from the date of purchase.

Not covered under warranty (not limited to) are:

- Damage due to abuse or misuse of the product in any way;
- Malice;
- Any cable damage;
- Blockage due to wax, debris in the earpiece or moisture build-up;
- Attempts to modify or rectify by unauthorised people or organisations (eg. Anyone other than Pacific Ears or appointed by Pacific Ears).

Removal pins on Etymotic ER Musicians Ear Plugs come without any warranty for breaking off.

## **2c. Ear Impressions, Fit and Seal for custom-made products:**

When impressions are supplied to Pacific Ears by or on behalf of the customer (including as part of the product purchase at Pacific Ears directly) the fit and sound seal can only be guaranteed if the impressions meet certain minimum quality standards:

- Made from silicone material;
- Past the second bend of the ear canal;
- Has complete skin contact;
- Has no air inclusions;
- Has an overfilled concha (ear shell) including helix; and
- Are no older than 12 months at the time of the product order.

If the impressions do not comply with the above, Pacific Ears can request the customer and impression taker to make new ear impressions.

If the customer opts not to have the ear impressions re-taken, Pacific Ears will still make the ordered product to the best of its ability but cannot warrant a proper fit or sound seal.

When the above minimum quality standards have been met, Pacific Ears will rectify, remake or re-work any custom-made product in cases of poor fit or seal if and when the products are returned within 30 days of the initial delivery of the ordered product. Within the indicated time frame and only the first alteration is free of charge unless indicated otherwise by Pacific Ears under the Terms and Conditions or otherwise in written form.

When a fitting point can't make impressions that meet our quality requirements because of the customer's personal circumstances, Pacific Ears will refund the amount paid for the product minus the costs for the impressions (outsourced), postage and payment charges (eg. PayPal, Credit Card, ZIP charges etc).

Fittings appointments for custom made products need to be arranged within 12 months from purchase. After this period the order will be cancelled, a refund is not applicable.

Ordered attenuation filters, as part of moulds or not, can be changed once for another set of filters, within 30 days of purchase as long as the returned filters are in new condition).

Ears (concha and canals) have different shapes and sizes. Some are too small or narrow for our filters, vents or for a particular shape or cut-out (eg. Custom sleeves). In certain cases, this can only be assessed after taking ear impressions. When it is not possible to make a satisfying product, we will return any payments made less the costs for making the ear impressions.

Custom-made products are manufactured on a first-in, first-out basis and are usually shipped within 5-15 working days after receiving the impressions.

### **3. Warranty on PACS Universal Products**

Universal products can be returned to Pacific Ears within two weeks from the date of delivery. The products will only be fully refunded or credited if they are unused, in new condition and the packaging is not damaged or opened.

Our universal earplugs, earpieces and earphones are an ear tip solution and due to reasons of health and hygiene, we cannot accept the return for refund of any opened or worn product other than under a warranty claim.

In case of warranty claims, please contact us first before sending the product return. This might incur (additional) shipping costs.

We do not take any responsibility for damage or loss of any products, earphones, hearing aids etc., that are sent to us.

Products repaired/replaced under warranty are shipped/couriered at Pacific Ears expense.

#### 4. Warranty on Etymotic Universal Products

##### 4a. **Electronics**

Pacific Ears warrants all universal electronic Etymotic products sold and supplied (only) against defects in material or workmanship for a period of one or two years (depending on the product) from the date of original purchase from Pacific Ears.

Pacific Ears will replace the defective product if returned within the warranty period.

Products that have been damaged or modified by the user are not covered, regardless of the date of purchase.

##### **One-Year Warranty:**

- **Earphones:** MK5, HD5 Safety, ETYoKids5
- **Headsets (wired):** HD3 Safety, ETYoKids3, ETYCOM
- **Electronic Earplugs:** GunSportPRO, GunSport Elite, MusicPRO MP9-15, MusicPro Elite
- **Personal Sound Amplifiers:** The BEAN
- **Headsets (Bluetooth):** etyBLU2, EtyMotion Wireless Bluetooth Cable, ER2XR, ER3XR, ER4XR w/ EtyMotion

##### **Two-Year Warranty:**

- **Earphones:** EVO, ER2SE/XR Earphones, ER3SE/XR Earphones, ER•4 Series Earphones, hf5, mc5, ER4 SR/XR Standard Replacement Cable, ER4 SR/XR Balanced 2.5mm Replacement Cable, ER3 SE/XR Standard Replacement Cable, ER2 SE/XR Standard Replacement Cable
- **Headsets (wired):** hf2, hf3, mc2, mc3

##### 4b. **Hearing Protection**

Pacific Ears warrants all universal Etymotic hearing protectors (earplugs) sold and supplied (only) against defects in material or workmanship for a period of 30 days from the date of original purchase from Pacific Ears. This paragraph (4b) only sees to all versions of the ER20 and ER20XS.

Pacific Ears will replace the defective product if returned within the warranty period.

Products that have been damaged or modified by the user are not covered, regardless of the date of purchase.

##### 4c. **Other Etymotic Products**

Products not mentioned in paragraph 4a or 4b do not come with any warranty unless the national regulation requires it and only to the extent of the national regulation.

## **5. Warranty on Westone Audio Custom Products**

### **5a. Warranty**

Pacific Ears and Westone Audio warrants the external shell of the custom Westone Audio product, and the internal components to be free of defects in material or workmanship for a period of **two (2) years** from the date of original retail purchase.

The cable, carrying case, cleaning tool, any adapters and other included accessories are covered for **ninety (90) days**.

This warranty is available only to the original purchaser, and only if purchased from Pacific Ears.

If your product is found to be defective during the warranty period, Pacific Ears and/or Westone Audio will, at their sole discretion, either repair or replace the defective components.

This limited warranty does not apply to loss, theft, or any defects attributable to damage beyond the reasonable control of Pacific Ears or Westone Audio including damage caused by abuse, misuse, misapplication or modifications performed by anyone other than Pacific Ears or Westone Audio.

### **5b. Warranty on Fit**

The warranty period for fit of custom monitors is **ninety (90) days** from the date of original purchase. Westone Audio will adjust or remake the monitors to resolve fit issues during the warranty period.

This Limited Warranty shall apply to any repair, replacement part or replacement product for the remainder of the original warranty period or for ninety (90) days, whichever period of time is greater.

### **5c. Replacement Parts and Warranty Repairs**

Any parts or product replaced under warranty will become the property of Pacific Ears and/or Westone Audio. Replacement cables, carrying case, cleaning tool, any adapters and other included accessories are covered for **ninety (90) days**.

### **5d. Requesting a Warranty Repair**

If your product is not functioning properly, first ensure that the sound bore is not blocked by earwax and that the unit is completely dry. Performing these simple troubleshooting steps could solve the problem and eliminate the need for factory service.

## **5e. Limitation of Liability**

Pacific Ears and Westone Audio disclaim any and all implied warranties, warranties of merchantability and fitness for a particular purpose to the maximum extent permissible by law. Pacific Ears and Westone Audio shall not be liable for any special, incidental or consequential damages caused by the use, misuse, or inability to use this product. If purchased under a government contract, those contract terms supersede terms stated herein. In some locations, implied warranties cannot be limited. Under certain conditions, these limitations or exclusions may therefore not apply to you. This warranty replaces all other warranties for this product.

## **6. Warranty on Westone Audio Universal Products**

### **6a. Warranty**

Pacific Ears and Westone Audio warrant the external shell of the universal Westone Audio product, and the internal components to be free of defects in material or workmanship for a period of **two (2) years** from the date of original retail purchase.

The carrying case, cleaning tool, any adapters and other included accessories are covered for **ninety (90) days**.

Ear tips are not covered by the warranty.

This warranty is available only to the original purchaser, and only if purchased from Pacific Ears.

If your product is found to be defective during the warranty period, Pacific Ears and/or Westone Audio will, at their sole discretion, either repair the product or replace the product with a new or factory reconditioned or substantially equivalent model.

This limited warranty does not apply to loss, theft, or any defects attributable to damage beyond the reasonable control of Westone Audio including damage caused by abuse, misuse, misapplication or modifications performed by anyone other than Westone Audio.

### **6b. Repair/Replacement Warranty**

This Limited Warranty shall apply to any repair, replacement part or replacement product for the remainder of the original warranty period or for **ninety (90) days**, whichever period of time is greater.

### **6c. Replacement Parts and Warranty Repairs**

Any parts or product replaced under warranty will become the property of Pacific Ears and/or Westone Audio. Replacement cables, carrying case, cleaning tool, any adapters and other included accessories are covered for **ninety (90) days**.

Requesting Warranty Support

**6d. Requesting a Warranty Repair**

If your product is not functioning properly, first ensure that the sound bore is not blocked by earwax and that the unit is completely dry. Performing these simple troubleshooting steps could solve the problem and eliminate the need for factory service.

**6e. Limitation of Liability**

Pacific Ears and Westone Audio disclaim any and all implied warranties, warranties of merchantability and fitness for a particular purpose to the maximum extent permissible by law. Pacific Ears and Westone Audio shall not be liable for any special, incidental or consequential damages caused by the use, misuse, or inability to use this product. If purchased under a government contract, those contract terms supersede terms stated herein. In some locations, implied warranties cannot be limited. Under certain conditions, these limitations or exclusions may therefore not apply to you. This warranty replaces all other warranties for this product.