

# **Terms and Conditions**

Project	Picspeak	
Date	27.06.2025	
Author	Marijan Cimerman	
Document purpose		
Publicly available Terms and Conditions document		



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### 1. Welcome to Picspeak

Thank you for visiting Picspeak!

We deeply value our customers and customer rights, and therefore we want to make it clear and easy to understand what our Terms and Conditions are. We want you to be well informed and make the right decision.

These Terms & Conditions govern your use of our website and apply to all purchases made through it.

By using our website, you agree to these Terms & Conditions. Please read them carefully. If you do not agree, you must not use our website.

### 2. About Us

Picspeak is a trading and brand name of SiriusLab, based in the UK.

#### Contact details:

• Email: info@siriuslab.co.uk

• Address: 5 Farndale Road, BS228QA, Weston-super-Mare, UK

Our mission is to provide you with high-quality, unique audio equipment which is made bespoke to Your order.

We believe our creations will provide unique listening experiences and enjoyment of music and other audio content.

And above all, we design our products to be long lasting and sustainable, providing you with years or decades of audio-visual pleasure.



### 3. Custom Artwork Agreement

Picspeak offers the option to personalise speakers with custom artwork. By submitting custom artwork or selecting bespoke designs, you agree to the following:

- **Customer Responsibility:** You confirm that you own the rights to, or have permission to use, any images, designs, or content you provide. You indemnify us against any third-party claims related to intellectual property infringement.
- Artwork Approval: We will provide a final proof or visual mock-up for your approval before production begins. Once approved, production will start, and changes cannot be made. The customer needs to approve the final design in a timely manner or the order will be cancelled after 15 days.
- Cancellation: Custom and made-to-order products cannot be cancelled or returned unless the product is faulty or damaged upon arrival.
- **Usage Rights:** By supplying artwork, you grant us the right to use the final product's images for our portfolio, website, and social media unless you specifically request otherwise in writing.
- **Quality:** We will make reasonable efforts to ensure your artwork is faithfully reproduced but cannot guarantee perfect colour matching due to material and printing process variations.

### 4. Limited Rights to Technical Data

As part of the Picspeak purchase or customer support process, we may share technical data, setup guides, or supporting files related to the use, installation, or performance of Picspeak products.

By accepting these Terms, you agree to the following restrictions:

• **Strictly Personal Use:** Any technical documents, diagrams, schematics, Bill of Materials, specifications, firmware, or software provided with Picspeak are for personal use only and remain the intellectual property of SiriusLab.



- **No Copying or Distribution:** You must not copy, reproduce, share, distribute, or make publicly available any technical data provided.
- **No Commercial Use:** You may not use, modify, reverse-engineer, or profit from any technical information or proprietary knowledge shared with you.
- **Limited Licence:** We provide a limited, non-transferable, non-exclusive licence to use technical materials solely for the purpose of operating and enjoying your Picspeak product.

Any breach of these terms may result in legal action, including but not limited to, the pursuit of damages or injunctive relief.

## 5. Right To Repair

We are especially proud of our Right to Repair policies.

These policies are intended to be relevant after the Warranty has expired and give the owner the tools and freedom to maintain, repair, modify and extend the life of their product.

They are designed to support sustainable products and reduce electrical and technical waste.

They grant the user to:

- Limited Technical Documentation and Service Manuals
- Firmware, Software and tools
- Replacement parts (subject to fees and depending on availability)
- User Support and Advice

Even though our products are made to be of highest quality, some parts may eventually fail. Because of our commitment to make long-lasting products, our designs are made to be as repairable as possible and do not include or support any planned obsolescence.

For any assistance, documentation and spare parts, contact us on info@siriuslab.co.uk.



### 6. Website Use

You agree to use this website only for lawful purposes and in a way that does not infringe the rights of, restrict, or inhibit anyone else's use and enjoyment of the website.

We reserve the right to:

- Suspend or terminate your access if you breach these Terms.
- Update or remove content without notice.

We collect only necessary data, and our practices are in accordance with GDPR. Our website may use essential cookies for functionality and performance.

You can find out more by reading our **Privacy Policy** document accessible on our website <a href="https://www.picspeak.co.uk/privacy-policy">www.picspeak.co.uk/privacy-policy</a>.

## 7. Product Descriptions

We aim to ensure all product descriptions, images, and prices are accurate. However:

- **Small variations may occur.** Colours, finishes, and natural materials may have minor differences.
- We reserve the right to correct errors. If a mistake affects your order, we will contact you to confirm whether you wish to proceed.

## 8. Pricing & Payment

All prices are in GBP (£) and include VAT.

We may update prices at any time but confirmed orders will not be affected.

We accept payment through secure third-party providers. Payment must be made in full at the time of order.



### 9. Ordering Process

### 9.1. Ordering process for custom designs:

- 1. You place an order via our website.
- 2. We confirm receipt of your order by email.
- 3. We prepare the visual designs for your final approval.
- 4. You approve the designs.
- 5. We manufacture your customised picspeak.
- 6. We notify you when the picspeak has been manufactured and is ready for dispatch.
- 7. We notify you when the product has been dispatched and provide you with a tracking number.

#### 9.2. Ordering process for standard designs:

- 1. You place an order via our website.
- 2. We confirm receipt of your order by email.
- 3. We notify you when the product has been dispatched and provide you with a tracking number.

We reserve the right to refuse an order, for example:

- If we are unable to fulfil the order.
- If there is a pricing error.
- If fraud or misuse is suspected.

The manufacturing of custom designs usually starts in 2-3 working days after the payment has been made.

The manufacturing usually lasts 2-4 weeks.



### 10. Delivery

We aim to dispatch all orders promptly. Delivery times are estimates and delays may occur due to external factors.

The shipping usually takes between 2-5 days for UK customers.

Ownership and responsibility for the product passes to the customer once delivered.

The customer is responsible for providing accurate delivery information. We are not liable for delays or losses due to incorrect addresses.

### 11. Cancellations & Returns

#### 11.1. Consumer Right to Cancel

If you are a UK consumer, you have a **14-day cooling-off period** starting the day after you receive your goods. You can cancel your order for any reason within this time.

• To cancel, contact us at <a href="mailto:info@siriuslab.co.uk">info@siriuslab.co.uk</a> with your order details.

You must return the goods in their original condition within 14 days of cancellation. You are responsible for return shipping costs.

We will refund the purchase price (excluding any non-standard delivery charges) within 14 days of receiving the returned goods.

#### 11.2. Custom Products

If you purchase a **customised or made-to-order product** (e.g., a Picspeak speaker with bespoke artwork), your right to cancel does not apply once production has started unless the product is faulty.

This start of production usually takes around 2-3 working days.



#### 11.3. Faulty or Damaged Goods

If your order arrives faulty or damaged:

- Contact us within **14 days of delivery** with supporting photos and a problem description.
- We will offer a repair, replacement, or refund in line with your statutory rights.

### 12. Intellectual Property

All content on the website - including images, text, designs, logos, and audio - is the property of SiriusLab and is protected by copyright, trademark, and other intellectual property laws.

You may not:

- Copy, distribute, or use any content without our permission.
- Use our branding, logo, or product names without consent.

## 13. Limitation of Liability

- We are not liable for any indirect, incidental, or consequential losses.
- Our total liability is limited to the price you paid for the product.
- Nothing in these Terms limits or excludes our liability for death, personal injury, fraud, or any other liability that cannot be excluded by law.



### 14. Picspeak Limited Warranty

### 14.1. Warranty Coverage

At SiriusLab, we take pride in crafting unique, high-quality audio systems. We warrant that our products will be free from defects in materials and workmanship under normal use for a period of **12 months from the date of delivery**.

This warranty applies to the original purchaser only and is non-transferable.

#### 14.2. What Is Covered

- Defects in materials or workmanship.
- Faulty assembly or faulty components.
- Failure under normal, intended use.

#### 14.3. What Is Not Covered

- Cosmetic imperfections, especially natural variations in materials such as wood, aluminium anodization process, or printing.
- Damage caused by misuse, accidents, drops, or unauthorised modifications.
- Damage from improper installation, incorrect use, or failure to follow the user manual.
- Damage caused by power surges, environmental conditions, or neglect.
- Normal wear and tear.

Custom artwork is excluded from warranty coverage for visual appearance but remains covered for product functionality.



#### 14.4. Remedies

If a product is found to be defective within the warranty period, we will, at our discretion:

- Repair the product.
- Replace the product.
- Offer a refund if a repair or replacement is not possible.

#### 14.5. How to Make a Warranty Claim

- 1. Contact us at <u>info@siriuslab.co.uk</u> with proof of purchase, a description of the issue, and supporting photos if applicable.
- 2. We may request you to return the product for inspection.
- 3. If the product is confirmed to be faulty, we will repair or replace it at no charge. Return shipping instructions will be provided.

#### 14.6. Limitations

- Our liability is strictly limited to the purchase price of the product.
- We are not responsible for incidental or consequential damages, including but not limited to loss of use or personal property damage.

This warranty does not affect your statutory rights as a consumer under UK law.

### 15. User Accounts

If you create an account:

- You must provide accurate information and keep your login details secure.
- You are responsible for any activity under your account.

We may suspend or terminate accounts that violate these Terms.



## 16. Third-Party Links

Our website may contain links to external websites. We are not responsible for their content, accuracy, or privacy practices.

### 17. Force Majeure

We are not responsible for delays or failure to perform due to events outside our reasonable control, including natural disasters, strikes, transport disruption, or supplier failure.

## 18. Governing Law

These Terms are governed by the laws of **England and Wales**.

If any disputes arise, they will be subject to the exclusive jurisdiction of the courts of England and Wales.

### 19. Changes to These Terms

We may update these Terms from time to time. The current version will always be available on our website, and material changes will be communicated if relevant.

### 20. Contact Us

If you have any questions or concerns about these Terms & Conditions, or any other matter, please contact us at:

• **Email:** info@siriuslab.co.uk

Last Updated: 28.06.2025, v1.0