

Evervue Products Terms and Conditions

Posted Date: January 01, 2023

Welcome! Thank you for your interest in our products.

We, Evervue PTY Ltd. and/or its affiliates (“we”, “our” or “Evervue”), provide a variety of products that you can enjoy with our mirror, mirror TVs, and other products, listed [here](#) (“Products”), and these Terms and Conditions (“Terms”) will cover your use of our Products.

ALL OUR TRANSACTIONS ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS. BY USING OUR WEBSITE, YOU AUTOMATICALLY AGREE WITH OUR TERMS AND CONDITIONS.

Condition of sale:

All sales are considered final. Once a purchase has been made, no refunds or exchanges will be offered.

By completing a purchase, the customer agrees to these terms and acknowledges that all transactions are non-refundable and non-exchangeable.

Section 1 : Warranty

1.0 For customers based inside AUSTRALIA

All purchases include a 12-month warranty covering manufacturing defects and 90 days of complimentary technical support. If you encounter any manufacturing defects in the product, please create a support ticket at www.evervue.com/support for technical assistance. Ensure your request includes your invoice number along with clear photos or videos illustrating the issue.

If a product requires return for repair, the customer must ship the product to the address provided by Evervue. *For customers based inside AUSTRALIA all shipping costs for sending the product to our Service Facility in AUSTRALIA and shipping it back to the customer's preferred delivery address will be the responsibility of the customer.* Evervue will return the repaired or replaced product to one address within AUSTRALIA. To ensure the safe return of items under warranty, **customers are required to ship the product in its original packaging.** This packaging is specifically designed to protect the product during transit.

If the original packaging is no longer available, **the customer must provide clear photos of the intended alternative packaging for prior approval by Evervue.** Failure to obtain approval may result in the return being rejected.

Please note that the **customer assumes full responsibility for any damage incurred during transportation** due to inadequate or unapproved packaging. If the returned item is received in a damaged condition caused by insufficient packaging, **Evervue reserves the right to discard the item and no refund, replacement, or further warranty action will be provided.** Evervue reserves the right to repair or replace the product with new or refurbished components.

**Accessories are NOT covered by any warranty.*

1.1 For customers based outside AUSTRALIA:

All purchases include a 12-month warranty covering manufacturing defects and 90 days of complimentary technical support. If you encounter any manufacturing defects in the product, please create a support ticket at <https://www.evervue.com/support/> for technical assistance. Ensure your request includes your invoice number along with clear photos or videos illustrating the issue.

If a product requires return for repair, the customer must ship the product to the address provided by Evervue. *For customers based outside AUSTRALIA, all shipping costs, including import duties/taxes and any related fees for shipping to our Service Facility in AUSTRALIA and shipping back to the preferred delivery address, will be the responsibility of the customer.* Evervue will return the repaired or replaced product to one address within AUSTRALIA. To ensure the safe return of items under warranty, **customers are required to ship the product in its original packaging.** This packaging is specifically designed to protect the product during transit.

If the original packaging is no longer available, **the customer must provide clear photos of the intended alternative packaging for prior approval by Evervue.** Failure to obtain approval may result in the return being rejected.

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and no refund, replacement, or further warranty action will be provided. Evervue reserves the right to repair or replace the product with new or refurbished components.

**Accessories are NOT covered by any warranty.*

Section 2 : Technical Support

Every purchase includes complimentary technical support provided on a “Fair Use” basis and exclusively available to the bill-to and ship-to customer who purchased the product from Evervue PTY Ltd. Eligibility for technical support and determination of excessive use of the free technical support shall be at the sole discretion of Evervue Middle East (FZC) and EVERVUE GULF – FZCO.

Section 3 : Refund & Return Policy

At Evervue, we take pride in offering premium-quality products that meet the highest standards of performance and design. To ensure transparency and fairness in all transactions, we have established the following refund and return policy:

3.0 No Refunds & No Returns for B2C and B2B Purchases

All sales to individual consumers (B2C) and business-to-business (B2B) are final. Evervue does not accept returns or offer refunds on any products purchased directly by consumers. This policy applies to all Evervue products (Standard and Customise Product), including but not limited to:

- Custom-Made Products: Any product that is manufactured, assembled, or modified according to the customer’s specifications.
- Standard Products: Any product purchased as part of our regular inventory, including but not limited to mirror TVs, lighted mirrors, smart mirrors, bathroom TVs, outdoor and marine TVs, Cabinet Tvs and other Evervue products.

3.1 Order Confirmation & Responsibility

By placing an order with Evervue, customers acknowledge and agree to the following:

- All product specifications, dimensions, and features are clearly stated on our website and must be reviewed before purchase.
- Customers are responsible for ensuring that the selected product meets their requirements before completing the order.

- Any changes in preference or purchasing decisions after production completion nor after shipping will not be grounds for return or refund.

3.2 Exceptions

This policy does not cover:

- Orders received damaged due to shipping. In such cases, customers must report damages within 24 hours of receipt with supporting photos and documentation for assessment. For full details, please refer to Section 4: Transport Damage.
- Orders received with missing accessories or parts.
- Orders with manufacturing defects. In such cases, Evervue will review the issue and provide a resolution in line with our Warranty Policy.

3.3 Warranty & Technical Support

While refunds and returns are not permitted, Evervue stands behind the quality of its products.

Customers may refer to our Warranty Policy for coverage related to manufacturing defects. If any issues arise, our technical support team is available to assist in troubleshooting and resolving concerns within the warranty terms.

Section 4 : Transport Damage

As part of our unique Damage Free Delivery Guarantee, it is important that you inspect your product immediately upon delivery for any transportation damages. Examine the item for any visible damages and review the contents of the package within 24 hours of receipt. If you find any damages or if any parts are missing, please refer to the guidelines in the [attached PDF](#). To report any delivery damage, please use the following link: <https://www.evervue.com/report/>.

Please note that damages to the corners of mirrors and damages occurring after the product has been removed from its packaging are NOT covered by this policy. Bench test the product's features and functionalities prior to installation.

**Accessories are not covered under the Damage-Free Delivery Guarantee.*

Section 5 : Bench Testing requirement:

As part of our commitment to ensuring the quality and functionality of our products, Evervue PTY Ltd. requires that all customers conduct bench testing before installing any Evervue products. This policy is designed to identify any potential defects or issues that may have occurred during transportation and to ensure the product is fully functional before final installation.

a) Definition of Bench Testing

- Bench testing involves setting up the product in a temporary, accessible location and verifying its operation before proceeding with permanent installation.
- For Evervue products, this includes connecting the unit to a power source, turning it on, and thoroughly inspecting all functions and features.

b) Bench Testing Requirements

- Customers are required to conduct a bench test immediately upon receiving the product and before proceeding with permanent installation.
- The product should be connected to power and activated as per the user manual to check for:
 - a) Power and display functionality
 - b) Proper connection of all inputs and outputs (e.g., HDMI, power cables)
 - c) Clear visuals and sound (if applicable)
 - d) Any other product-specific features as outlined in the user manual
 - e) Any visible defects, missing components, or malfunctions must be reported to Evervue PTY Ltd within 24 hours of receipt.

c) Reporting Issues

- If any issues are detected during bench testing, customers must:
- Contact Evervue's Technical Support Team at support@evervue.com or use the online support portal at <https://www.evervue.com/support/>.
- Provide details of the issue, along with photos or videos for verification, and the invoice number.

d) Liability Disclaimer

- Evervue PTY Ltd. will not be held liable for any damages, defects, or malfunctions discovered after installation if bench testing was not performed as required.
- Failure to conduct bench testing before installation will void any claims for damages related to transport and may affect warranty coverage.

e) Installation Authorisation

- After successful completion of the bench test and confirmation of full functionality, customers may proceed with the permanent installation of the product.
- If the bench test reveals any issues, installation should not proceed until Evervue has authorised repair, replacement, or further instructions.

Section 6 : Missing Accessories

Customers are required to inspect all deliveries upon receipt to ensure that no items are missing. If any part of the order is incomplete, it is essential that the customer reports this within 24 hours of delivery. To report missing accessories, please visit <https://www.evervue.com/report/> and provide the order number along with a description of the missing items.

Section 7 : Sub-Pixel Policy

It is possible for one or more sub-pixels to remain in a fixed, unchanged state, appearing as either bright or dark sub-pixels. These occurrences can arise as part of the production process and are not classified as defects. The presence of 1-3 inactive sub-pixels is deemed acceptable and aligns with industry standards. This policy is not exclusive to Evervue but is consistent with industry norms for all LED panels.

Section 8 : Minor Imperfections Policy

Minor imperfections, including small scratches or minute irregularities that may be difficult to detect on larger surfaces, are not commonly encountered and are not considered defects. These minor imperfections are within acceptable standards and do not impact the overall quality or functionality of the product.

Section 9 : Exclusions

- This policy applies to all Evervue products, including but not limited to lighted mirrors, mirror TVs, outdoor and marine TVs, bathroom TVs, kitchen cabinet TVs, and smart display TVs.
- Custom-made products are subject to this policy as well, with additional terms as noted in the official invoice.

Section 10 : Delivery Time Terms

Estimated delivery times are provided as a guideline and may be subject to change due to customs clearance procedures, the availability of shipping options, or unforeseen events. These delivery timeframes, whether communicated verbally or in writing, are intended solely as estimations and do not constitute binding commitments.

If Evervue PTY Ltd. is unable to fulfil a shipment within the estimated schedule or as requested by the customer, such delays shall not be grounds for order cancellation, shall not be considered a breach of contract, and shall not entitle the customer to seek damages or any form of remedy.

Evervue holds no liability for storage fees incurred due to unavailability to receive or refusal of delivery. Evervue is not responsible for any delays caused by customs at the port of arrival. While we will prepare customs documents in advance, any delays due to additional requirements from the port of arrival will not hold Evervue liable, including any storage fees or related expenses.

By agreeing to these terms, customers acknowledge the potential variability in delivery timelines and accept the conditions set forth regarding delivery expectations.

Section 11 : Customised Product Order Terms

All customized orders are non-refundable and non-exchangeable.

Cancellation Before Production Starts: If an order is cancelled prior to the commencement of production, a refund will be issued minus a 20% administrative and processing fee to cover internal handling and preparation costs.

Cancellation During Production: If an order is cancelled while it is still in production, a 60% cancellation fee will apply to cover incurred costs.

Cancellation After Production Completion: If an order is cancelled after production has been completed, 80% cancellation fee will apply to account for the costs of the completed production work.

As these products are specially crafted, estimated delivery times are provided to each customer. However, due to the delicate nature and specialised production of the products, unexpected delays may occur, potentially extending the delivery timeline. The same refund and production policies apply to all non-delivered or delayed orders.

Please note that due to computer display variances, the materials used in creating our customised products may appear slightly different in colour on our website compared to their actual appearance in person. For a nominal fee, we offer samples of all materials used in the production process. Order cancellations or returns based on slight colour variations will not be accepted.

By placing a customised order, the customer acknowledges and agrees to these terms and conditions.

11.1 Customised Orders Warranty

All customised orders come with a one-year warranty against manufacturer's defects. To make a warranty claim, the customer must ship the item, freight prepaid, to our facility. Evervue will repair or replace the item in accordance with the warranty and ship it back to the original order shipping address at no additional expense to the customer.

It is important for customers to understand the expected display characteristics of a Mirror TV. As a product that interacts with its environment, the displayed image on a Mirror TV will not exactly replicate that of a standard TV. Room lighting, including natural light from windows (which may need shading during daytime use), can be adjusted for optimal viewing conditions. The mirror glass, being a reflective surface, may also reflect certain items in the room, including in areas where the TV screen is visible. It is typical for users to experience an adjustment period as they become accustomed to the unique display properties of a Mirror TV. This period should be considered normal for a product that differs in calibre and function from standard televisions.

All measurements of customised products include a tolerance of $\pm 2\text{mm}$ (79/1000").

By purchasing a customised order, the customer agrees to these warranty terms and acknowledges the specific characteristics and expected performance of the product.

Section 12: Conditions for Outdoor and Marine TVs

12.0 General Usage and Limitations

Evervue Outdoor and Marine TVs are designed for residential and commercial entertainment purposes. They are engineered to deliver high-quality performance in outdoor and marine environments; however, users must adhere to the following guidelines to ensure optimal performance and longevity of the product.

12.1 Brightness and Display Expectations

Evervue Outdoor and Marine TVs are equipped with high-brightness displays, optimised for various lighting conditions. However, brightness levels may vary depending on direct sunlight exposure, surrounding reflections, and ambient light conditions. The performance of the display may be affected by extreme environmental factors such as:

- Direct exposure to intense sunlight for prolonged periods
- Placement in industrial zones with high levels of dust, smoke, or emissions
- Reflection from nearby surfaces that may reduce perceived brightness

For best results, the TV should be installed in a shaded or semi-covered area to maintain consistent visibility and performance.

12.2 Brightness and Display Expectations

Evervue Outdoor and Marine TVs are not designed or intended for use as digital signage or advertisement displays in open industrial areas or high-ambient-light environments. The following limitations apply:

- These TVs are not commercial-grade digital signage displays.
- They are not suitable for continuous operation in areas with direct sunlight exposure for extended hours.
- The brightness levels are optimised for entertainment purposes, not for high-contrast or high-visibility signage applications.

- Performance degradation due to prolonged exposure in extreme industrial environments will not be covered under warranty.

12.3 Proper Installation and Placement

To ensure maximum durability and performance, installation should follow these guidelines:

- Avoid direct installation in open areas with excessive sunlight or harsh weather conditions without appropriate shading.
- Use only Evervue-approved mounting brackets and protective covers.
- Ensure proper ventilation around the TV unit to prevent overheating.
- Regularly clean the display surface and housing to remove dust and debris.

12.4 Sound Output Disclaimer

The Evervue Cosmos Outdoor and Marine TV is designed and engineered to deliver a reliable and enjoyable viewing experience in outdoor environments. Please note that the built-in sound system is configured for standard television use and is not intended to perform at the level of high-grade external soundbars or professional-grade audio systems typically integrated with commercial LED display panels.

While the built-in speakers offer satisfactory performance for general outdoor entertainment purposes, users seeking enhanced sound performance in large or noisy outdoor settings are advised to connect the TV to external audio systems or compatible outdoor-rated soundbars, which can be integrated through the TV's audio output options.

Evervue shall not be held liable for expectations related to sound output exceeding the designed specifications of the built-in audio system. The volume and clarity may vary depending on the surrounding environmental noise and installation setup.

12.5 Warranty Limitations

Evervue provides a standard warranty for Outdoor and Marine TVs under normal usage conditions. The warranty does not cover:

- Damage caused by improper installation or exposure to industrial environments beyond recommended conditions.
- Deterioration of brightness due to prolonged direct sunlight exposure.
- Misuse of the product as a signage or advertisement display.

- Damage resulting from environmental factors not covered under standard outdoor usage.

By purchasing and installing Evervue Outdoor and Marine TVs, the user acknowledges and agrees to these terms and conditions.

Section 13: Accessories (Non-Refundable and Non-Returnable)

13.0 Non-Refundable and Non-Returnable Policy

All accessory purchases are considered final. Accessories are non-refundable and non-returnable once the order has been confirmed and processed.

13.1 Exclusions to Refund or Return

This policy applies to all accessories, including but not limited to following below:

Aluminum Swivel Bracket BR-100	Guy Lines Clamp	Self Standing Floor Mount	Swivel Standing Floor Mount
Aluminum Swivel Bracket BR-120	Hardwired Dimmable Power Supply (SPS-300)	Side Wall Mount	Swivel Wall Mount
Aluminum Swivel Bracket BR-140	Hardwired Non-Dimmable Power Supply (SPS-200)	Sound Wave Speaker (SW-50)	Touch Control
Aluminum Swivel Bracket BR-160	Hardwired TRIAC Dimmable Power Supply (SPS-400)	Sound Wave Speaker (SW-80)	Touch Control 400
Android Operating System (Android Box)	Hot Tub Mount	SoundWave Concert	
Aqua Waterproof Remote	Invisible Power Cable	SoundWave Cylinder	Touch Control 430
Bulb	Lift TV System	SoundWave Theater	Touch Control 450

Ceiling Mount	Neoprene Protective Cover	Stainless Steel Desk Stand	Touch Control WIFI
Countertop Mount	OCEA Pro External Speakers	Stainless Steel Wall Bracket	Touch Control WIFI
Desk Mount	Permanent Floor Mount	Stainless Steel Wall Mount	Wheeled Floor Mount
Drill-Free Wall Mount System (Adhesive)	Recessed External Speakers	Standard Power Supply (SPS-100)	
Extension Power Cord	Replacement Power Supply	Standard Remote	Zepp Remote
Extension Cable Black	RM100	Stone Base Mount	
Extension Cable White	RS-232	SW-50	
		SW-80	

13.2 Custom and Made-to-Order Accessories

Accessories that are custom-made or specifically ordered based on customer requirements are strictly non-refundable and non-returnable.

By completing a purchase, the customer agrees to these terms and acknowledges that all transactions are non-refundable and non-returnable.

BY USING OUR PRODUCT, YOU CONFIRM THAT YOU ACCEPT THESE TERMS AND CONDITIONS.

You also confirm that:

- 1.1. You have reached the age of 18.
- 1.2. You are the owner or the end-user of the Products, and you represent that you have reviewed these Terms or with your contractor/subcontractor before using the Products and that you and your contractor or subcontractor understand and consent to these Terms. If you are the owner or end-user who is using the Products, you accept and agree to: (i) supervise the use of the Products; (ii) assume all risks associated with the use of the Products; (iii) assume any liability resulting from the use of the Products; (iv) ensure the accuracy and truthfulness of all information submitted by you or the contractor/subcontractor; and (v) assume responsibility and are bound by these Terms for the owner

and end-user's access and use of the Products. Sometimes we may need to change these Terms. We'll let you know about any changes by posting the updated Terms on our [website](#). By continuing to use our Products after the updated Terms become effective, you confirm that you understand and accept the updated Terms.

USER GUIDELINES:

We work hard to protect the security and safety of all users of our Products. We also strive to make our Products available without interruptions. To help us meet these goals, you agree that:

- i. You won't reverse engineer, decompile, disassemble, or make any attempts to repair or open our Products without our technical support consent.
- ii. You won't modify or disable any features of our Products.
- iii. You won't create any derivative works based on our Products.
- iv. You won't use our Products in any way that violates these Terms or any laws, rules, regulations, codes of practises, guidelines or any other requirements of regulatory authorities, as amended from time to time, within the jurisdiction in which you are a resident or from which you are using the Products ("Applicable Law").
- v. You won't use our Products in any way that could damage, disable, overburden, impair, or compromise the systems or security, or interfere with other users of our Products.

INTERNET | Our Products may necessitate Internet access to offer specific features to you. You acknowledge that Internet access may incur charges contingent upon your payment plan, and that we disclaim any responsibility for such charges, as well as for the availability or speed of the Internet.

By using the Internet feature, the customer acknowledges the potential for connectivity limitations based on the operating environment and accepts these terms.

WI-FI CONNECTION | Certain products are equipped with Wi-Fi connectivity features. Evervue shall not be held responsible for any issues related to Wi-Fi connection failures due to distance or other environmental factors impacting connectivity. It is the customer's responsibility to ensure that the product is positioned within an adequate range of their Wi-Fi network for optimal performance.

By using the Wi-Fi feature, the customer acknowledges the potential for connectivity limitations based on the operating environment and accepts these terms.

BLUETOOTH | Certain selected products are equipped with Bluetooth functionality, enabling connection with other compatible devices. It is important to note that Evervue will not be held liable for any connectivity issues or failures related to Bluetooth connections that occur due to distance or any other environmental factors beyond our control.

By using the Bluetooth feature, the customer acknowledges the potential for connectivity limitations based on the operating environment and accepts these terms.

OPERATING SYSTEM (OS) | Selected products are provided with the most updated version of the operating system at the time of purchase. If a product contains an older version of the operating system, it is likely that the purchase was made prior to the release of the latest version. Some products may not be compatible with newer versions of the operating system, and Evervue will not be held liable for any incompatibility or issues arising from the use of updated operating systems.

By purchasing and using our products, the customer acknowledges these terms and accepts that any future operating system updates or changes may not be fully supported by certain products.

THIRD-PARTY APPLICATION | Evervue acknowledges that the use of third-party applications, software, or services in conjunction with our products or services is solely at the discretion and risk of the customer. Evervue shall not be responsible or liable for any issues, disruptions, damages, or losses that may arise from the use of such third-party applications. The customer agrees that any disputes or claims related to third-party applications shall be directed exclusively to the respective third-party providers, and Evervue shall not be considered a party to such disputes or claims.

By using third-party applications with Evervue products, the customer accepts these terms and assumes all associated risks.

THIRD PARTY SERVICES | We collaborate with a global network of partners to provide valuable content within our Services. This may include Bluetooth, Android OS, or other content supplied by third parties ("Third-Party Services"). The supplier shall not be responsible for the performance, reliability, or any issues arising from the use of such third-party services that may be integrated or used in conjunction with our products or services. Any reliance on third-party services is at the sole discretion and risk of the user. The supplier disclaims all liability for any consequences or damages that may result from the use or failure of such third-party services.

By using our products or services in conjunction with third-party services, the user acknowledges and accepts these terms.

UPDATES | We are committed to continuously improving our Services and enhancing your experience. To share these improvements and new features, we may provide updates or upgrades to our Products. These updates and upgrades are intended to improve, enhance, and further develop our Products and may include patches, enhanced features, plug-ins, and new versions of the operating system (OS).

By using our Products, you acknowledge and agree that such updates or upgrades may be provided as part of our commitment to improving the performance and functionality of our Products. Acceptance of these updates and upgrades may be necessary to continue using certain features or Services.

PRODUCT GUIDELINES | Our Products are offered with standard features as well as options for customisation. Each product is meticulously crafted to meet the highest standards of quality and excellence.

By purchasing and using our Products, customers acknowledge the commitment to superior craftsmanship and accept that all customisations will be made in adherence to the same stringent quality standards.

WARRANTY MODIFICATIONS AND TERMINATION

Modifications to Warranty Coverage

Evervue reserves the right, at its sole discretion, to:

- i. Modify, extend, limit, suspend, or revoke the warranty coverage applicable to your product.
- ii. Suspend or terminate your entitlement to warranty benefits, including access to technical support.

Termination of Warranty

Evervue retains the right to suspend, terminate, or modify your product warranty, or to discontinue any or all warranty services, under the following circumstances:

- i. Breach of Terms: If there are reasonable grounds to believe that you have violated these warranty terms or any guidelines provided in relation to the product.
- ii. Non-Compliance: If you have expressly indicated, whether through actions, statements, or other means, an intention not to comply with these terms.
- iii. Defamatory Actions: If you publish or distribute false, misleading, or defamatory statements about Evervue or its products, including but not limited to public online reviews, Evervue reserves the right to

terminate the warranty, with or without cause, by providing written notice to the warranty holder. Upon termination, all warranty rights and benefits shall immediately cease.

iv. Legal or Regulatory Requirement: If Evervue is required to suspend or terminate warranty services due to changes in applicable laws, court rulings, or regulatory requirements.

Notice of Suspension or Termination

In the event of warranty suspension or termination, Evervue will notify the warranty holder via the email address associated with their account or at the next attempted warranty claim, as circumstances dictate. Upon termination, all rights and obligations under this warranty shall immediately cease, except for any accrued rights, obligations, or liabilities incurred by either party prior to termination.