

GUIDE AND CONDITIONS

for Direct Purchase and Delivery of WAY Cables Products to Individual Consumers in the Philippines

Effective Date: September 1, 2025

WAY Cables welcomes private buyers from the Philippines, where we currently have no official representatives, allowing them to purchase our products directly from us. This direct buying option guarantees full access to product support, service coverage, and delivery options, as described in these Conditions.

We encourage you to review the following Conditions carefully to understand the scope of our offering and mutual obligations in the purchase process. Our team is available for any questions, feedback, or requests via our official contact channels.

*At WAY Cables, we are united with our users by a shared love for music and uncompromising sound quality. Our mission is simple and heartfelt: **Music 'n' Joy.***

Guide for Direct Purchase of WAY Cables Products by Individual Consumers from the Philippines

1. How to Order

Here's how to place your order from Philippines in a few simple steps:

-  Send your inquiry to info@waycables.com, and include: cable name, type, length, quantity, and your location.
-  You'll receive a non-binding offer with product availability, pricing, estimated delivery time, shipping options, and costs.
-  To confirm your order, reply with your billing and delivery information.

2. Payment

-  You'll receive an invoice with a secure online payment link and/or wire transfer instructions (in Euros unless otherwise agreed).
-  Payment is required in advance, within five business days of invoice issuance.
-  Once received, we'll confirm your payment and begin preparing your shipment.

3. Delivery

Don't worry if you're unfamiliar with shipping terms — we've explained everything below in plain language:

-  We ship directly to your address using express couriers. You receive the shipment **without any extra fees or customs procedures** (DDP – Delivered Duty Paid).
-  If DDP isn't available, we ship **at our expense** to your city. You'll handle customs clearance and any local duties, but we'll provide all necessary documentation and adjust the total amount to **cover your local costs** (DAP – Delivery At Place).
-  Once shipped, you'll receive a tracking number to monitor your shipment status.

4. Warranty & Returns

-  A 24-month warranty covers all WAY Cables products.
-  You may return products within 15 days at your own cost.
-  If we made an error, we'll cover return shipping, offer an exchange, and include a gift.
-  Please follow the instructions we provide for all returns and exchanges.

5. Services

-  Our **Repair and Refresh** service restores your cables to like-new condition.
-  **Trade-In and Upgrade** options are available for discontinued and current models, evaluated individually.
-  Personalized assessments are available upon request.

6. Legal

This guide is for informational purposes only.

- All purchases are subject to the **Direct Purchase and Delivery Conditions for WAY Cables Products to Individual Consumers in the Philippines**, as detailed below. We encourage you to review them carefully, as they clearly and transparently outline the rights and responsibilities of both parties. By placing an order, you confirm acceptance of those Conditions.
- We respond to all inquiries with clarity and care.
-  Email: info@waycables.com
-  Website: <https://waycables.com>

Direct Purchase and Delivery Conditions for WAY Cables Products to Individual Consumers in the Philippines

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Understanding the Basics

Article 1. Definitions

WAY Cables: WAY Cables Miroslav Popovic PR, a company specializing in the manufacture of audio cables, registered in Serbia with its principal place of business in Belgrade.

Individual Consumer: Any person or company that communicates directly with WAY Cables to buy products for personal use only — not for resale or commercial distribution.

Products: One or more WAY Cables products that WAY Cables sells and delivers.

Writing: Any written communication, including physical documents, emails, and digital correspondence.

Offer: Any written proposal in which WAY Cables offers to sell and deliver a specific quantity of products under defined conditions.

Order: Any request by the Individual Consumer to purchase and receive WAY Cables products.

Agreement: Any agreement, whether existing or to be formed, between WAY Cables and the Individual Consumer, including amendments, annexes, and preparatory legal steps undertaken for the direct purchase and delivery of WAY Cables products.

Delivery: The moment WAY Cables transfers ownership or control of products to the Individual Consumer, which begins when WAY Cables hands over the products to the designated delivery service, unless otherwise agreed.

Article 2. Application of the Conditions

2.1 WAY Cables applies these conditions to all current and future offers, orders, and agreements for the purchase and delivery of WAY Cables products to the Individual Consumer.

2.2 WAY Cables expressly excludes the application of any general terms or conditions of the Individual Consumer, regardless of their form or designation.

2.3 These Conditions do not affect any mandatory consumer rights applicable under local law.

Article 3. Establishment of the Agreement

3.1 WAY Cables establishes an agreement only when it confirms the Individual Consumer's order in writing.

3.2 WAY Cables enforces additions or amendments to the Agreement, including any applicable conditions, only when both parties agree to them in writing.

Article 4. Effective Date

4.1 These Conditions enter into force on August 31, 2025, and apply to all offers, orders, and agreements concluded on or after this date.

4.2 WAY Cables reserves the right to amend these Conditions at any time, with such amendments taking effect upon publication on the WAY Cables website or upon written notification to the Individual Consumer.

Article 5. Language

20.1 WAY Cables prepares these Conditions in English for international use.

20.2 If WAY Cables provides a translation of these Conditions, the English version shall prevail in case of any discrepancy or conflict in interpretation.

Ordering & Payment

Article 6. Prices

6.1 WAY Cables quotes all product prices in Euros, including delivery costs, duties, and taxes. The Individual Consumer shall not incur any additional charges upon receipt of the shipment unless expressly stated otherwise.



6.2 WAY Cables bases its prices on various cost factors that may fluctuate beyond its control. WAY Cables reserves the right to update prices at any time without prior notice, except for confirmed orders for which it has received payment.

Article 7. Order

7.1 When the Individual Consumer from **Philippines** submits an inquiry or purchase request, WAY Cables shall assess the request and respond with a non-binding offer that includes product availability and applicable pricing, estimated delivery time, shipping options, and costs.

7.2 Should the Individual Consumer accept the offer, the order shall be deemed confirmed upon the provision of accurate billing and shipping information.

7.3 WAY Cables shall confirm the order by issuing an invoice for the advance payment and delivery terms, including bank transfer instructions and/or a secure online payment link.

7.4 If deemed necessary due to the nature, value, or complexity of the order, WAY Cables or the Individual Consumer may propose the conclusion of a separate written agreement to formalize the purchase. Such an agreement shall define specific terms and conditions applicable to the order and shall be binding upon both parties once signed.

Article 8. Payment

8.1 Unless otherwise agreed in writing, the Individual Consumer must make full advance payment—without discount or netting—within five (5) working days of receiving the WAY Cables invoice, which includes bank transfer instructions and reflects the accepted order.

8.2 Upon receiving payment, WAY Cables issues a payment confirmation and notifies the Individual Consumer via email.

8.3 If the Individual Consumer fails to make full payment within the agreed timeframe, WAY Cables reserves the right to treat the order as abandoned. In such cases, WAY Cables may temporarily or indefinitely suspend performance without prior notice.

8.4 In case of late payment, the Individual Consumer bears any negative exchange rate differences and all other price or cost variations that may arise in the interim. The invoice expiration date serves as the reference point.

8.5 The Individual Consumer must reimburse all expenses incurred by WAY Cables to enforce compliance.

Article 9. Confirmation and Acceptance

9.1 By placing an order, the Individual Consumer confirms acceptance of these Conditions, which shall prevail over any conflicting terms unless otherwise agreed in writing.

9.2 The acceptance of the order by WAY Cables, followed by the issuance of an invoice, constitutes the formation of a binding Agreement governed by these Conditions.

9.3 By placing an order directly with WAY Cables, the Individual Consumer confirms that they have read, understood, and accepted these Conditions in full.

9.4 These Conditions form an integral part of every Agreement concluded between WAY Cables and the Individual Consumer.

9.5 WAY Cables provides these Conditions to ensure clarity, transparency, and peace of mind for the Individual Consumer throughout the entire purchase process.

Delivery & Packaging

Article 10. Delivery

10.1 WAY Cables shall initiate the estimated delivery period only upon receipt of full payment. Any delay in payment may result in an extension of the delivery timeframe.

10.2 Unless explicitly agreed otherwise in writing, WAY Cables shall deliver products to the Individual Consumer in accordance with the following Incoterms:

- **Delivered Duty Paid (DDP):** Delivery via express couriers directly to the address of the Individual Consumer, with all costs, risks, duties, and import procedures borne by WAY Cables. The Individual Consumer shall receive the shipment without any additional charges or involvement in customs formalities.

- **Delivery At Place (DAP):** If DDP is unavailable, delivery via express couriers under DAP Incoterms. Delivering to the agreed-upon city of the Individual Consumer on WAY Cables risks, responsibility, and costs. From that point, the Individual Consumer is responsible for customs clearance, invoice duties, and taxes, while WAY Cables shall provide all necessary documentation to facilitate the process. In such a case, WAY Cables shall adjust the total cost of the ordered product(s) to include duties and taxes payable by the Individual Consumer in their respective country.

In both options, upon shipment, the Individual Consumer receives a tracking number to monitor the shipment status.

10.3 WAY Cables provides estimated delivery times and disclaims liability for delays unless otherwise expressly agreed in writing. The Individual Consumer shall not have the right to terminate the Agreement, claim damages, or suspend obligations due to such delays.

10.4 Should the Individual Consumer fail to fulfill its obligations—such as refusing delivery, providing inaccurate shipping details, or neglecting to complete import procedures—or if the products return to WAY Cables, the Individual Consumer shall bear all resulting costs and damages.

Article 11. Packing

11.1 WAY Cables treats packing materials as final purchases, which are not eligible for return or refund. WAY Cables reserves the sole discretion to select and use packing materials.

▣ Returns, Repairs & Upgrades

Article 12. Return and Refund Policy

12.1 WAY Cables ensures that the Individual Consumer feels satisfied with every purchase, whether as a new or returning member of the WAY Cables community. WAY Cables handcrafts each product individually, from bare wire to finished product, and controls quality throughout every stage of the production process. Before delivery, WAY Cables tests and video-documents each product. However, if the Individual Consumer is not fully satisfied with the received products, they may return them for a refund in accordance with this policy.

12.2 The Individual Consumer must initiate any return within fifteen (15) days of receiving the products. The Individual Consumer must handle the products according to the enclosed instructions and return them in mint condition, free from signs of use or damage, with all original tags and labels attached, and in the original packaging and shipping box. Customized or special-order products are final sale, and WAY Cables considers returns of such products only in exceptional cases, based on individual assessment.

12.3 To initiate a return, the Individual Consumer contacts WAY Cables via email at info@waycables.com. WAY Cables provides a courier shipping label and all necessary instructions. The Individual Consumer must securely repackage the products in the original packaging and shipping box and dispatch them using the courier service designated by WAY Cables, following all provided instructions.

12.4 WAY Cables processes the refund after receiving and inspecting the returned products. WAY Cables requires at least seven (7) days from receipt to complete the refund process. Refunds are issued via bank transfer in Euros (EUR), unless otherwise agreed.

- WAY Cables refunds the net amount received if the return results from its own error, such as defective or incorrect products.



- In all other cases, WAY Cables deducts both the initial shipping costs to the Individual Consumer and the return shipping charges from the refund (if previously paid by WAY Cables), including compensation for damage caused by improper handling and any applicable wire transfer fees.
- WAY Cables notifies the Individual Consumer by email once it completes the refund.

12.5 If the Individual Consumer receives a product that is incorrect, defective, or damaged, they may request an exchange within fifteen (15) days of receipt. As a gesture of apology, WAY Cables includes a complimentary gift with the replacement shipment.

This Return and Refund Policy complies with applicable consumer protection laws, including EU Directive 2011/83/EU.

Article 13. Warranty

13.1 WAY Cables provides a warranty period of twenty-four (24) months, starting from the date of product delivery to the Individual Consumer.

13.2 The warranty excludes damage resulting from failure to follow WAY Cables' Instructions for Use, as well as wear and tear, negligence, or accidents unrelated to the product.

13.3 The warranty becomes void if the Individual Consumer or any third party performs unauthorized repairs, modifications, or additions, unless WAY Cables has granted prior written approval.

13.4 The warranty remains valid only if the Individual Consumer fully complies with all obligations under the Agreement with WAY Cables.

Article 14. Product Repair and Refresh Services

14.1 WAY Cables offers repair and refresh services for its products, restoring functionality and appearance to a condition comparable to new. No third party may perform these services on behalf of WAY Cables without prior written consent, as WAY Cables uses proprietary materials and design solutions. WAY Cables determines pricing and service terms on a case-by-case basis, depending on the scope of work required.

Article 15. Trade-in and Upgrade

15.1 WAY Cables offers trade-in and upgrade options for all its products — including discontinued models and current lineup — allowing Individual Consumers to transition to newer or superior versions, assessed on a case-by-case basis. These opportunities are a way for WAY Cables to gesture its appreciation for customer satisfaction and loyalty. WAY Cables reserves exclusive rights to offer trade-in and upgrade options directly to Individual Consumers for discontinued models.

Responsibilities

Article 16. Limitations of Liability

16.1 WAY Cables does not accept liability for any damages incurred by the Individual Consumer or third parties, except if WAY Cables directly causes such damages through intentional misconduct or gross negligence.

16.2 To the maximum extent permitted by law, WAY Cables does not assume responsibility for any indirect damages under any circumstances, including, but not limited to, consequential damages, delay-related damages, and loss of profits or revenue.

16.3 WAY Cables designs its products exclusively for residential use, typically within living rooms or other suitably conditioned indoor environments where audio equipment operates. The Individual Consumer who uses WAY Cables products outside of their intended purpose does so at their own risk and agrees to fully indemnify WAY Cables for any damages resulting from such misuse or inappropriate actions. WAY Cables disclaims liability for any performance issues arising from such misuse.

16.4 These limitations shall not affect any mandatory consumer rights under applicable local laws, including rights related to product safety, refund, or compensation.

Article 17. Force Majeure

17.1 WAY Cables suspends its obligation to fulfill the Agreement during any period in which Force Majeure prevents reasonable execution.

17.2 Force Majeure includes any circumstance beyond WAY Cables' control, whether foreseeable at the time of agreeing or not. These circumstances include, but are not limited to: natural disasters (e.g., floods, hurricanes, earthquakes), war, terrorism, civil unrest, strikes or labor disputes, government shutdowns or legal prohibitions, epidemics or pandemics, transportation disruptions, material shortages, fires, and other serious business interruptions.

Article 18. Termination of the Agreement

18.1 WAY Cables reserves the right to terminate the Agreement immediately, in whole or in part, without prior notice or judicial intervention, by issuing a written notification, if the Individual Consumer:

- Engages in unauthorized resale of WAY Cables products, participates in unfair competition, damages the reputation of WAY Cables' brand or products, or misleads other Individual Consumers or prospective clients;
- Fails to comply in a timely and adequate manner with any legal or contractual obligations;

This termination does not affect WAY Cables' other rights under the Agreement or applicable law.

Consumer Rights & Legal Protection

Article 19. Intellectual Property

19.1 The Individual Consumer does not acquire any rights to WAY Cables' intellectual property, whether arising from the Agreement or otherwise, including but not limited to production methods, products, models, product designs, visual designs, drawings, and descriptions created or provided by WAY Cables.

19.2 The Individual Consumer may not use WAY Cables' products for any purpose beyond executing the Agreement, unless WAY Cables grants prior written authorization.

19.3 The Individual Consumer shall immediately notify WAY Cables of any third-party claims regarding infringement of intellectual property rights.

Article 20. Data Protection

20.1 WAY Cables protects the personal data of its Individual Consumers. We process all personal data collected in connection with the purchase, delivery, and support of WAY Cables products lawfully, fairly, and transparently, in accordance with applicable data protection laws, including the General Data Protection Regulation (GDPR), where relevant.

20.2 We use personal data exclusively to fulfill contractual obligations, ensure product delivery, and provide Consumer support. We do not disclose personal data to third parties without the Individual Consumer's explicit consent, unless required by law or strictly necessary to fulfill obligations under this Agreement.

20.3 Individual Consumers exercise their rights to access, rectify, erase, restrict, and object to the processing of their personal data, as well as their right to data portability, in accordance with applicable laws and regulations. Individual Consumers may send all data protection inquiries and requests via email to info@waycables.com.

20.4 WAY Cables applies appropriate technical and organizational measures to protect the confidentiality, integrity, and availability of personal data, and to prevent unauthorized access, alteration, disclosure, or destruction.

WAY CABLES**MIROSLAV POPOVIC PR**

A: 43 Ljeska St, 11030 Belgrade, Serbia

T: +381 64 1500 361

E: info@waycables.com

W: waycables.com

**Article 21. Applicable Law and Jurisdiction**

21.1 In the event of any dispute arising out of or in connection with this Agreement, WAY Cables and the Individual Consumer shall first attempt to resolve the matter amicably and in good faith within fifteen (30) days.

21.2 If such an amicable resolution fails, the parties may choose to resolve the dispute through arbitration under the Rules of the Permanent Arbitration at the Chamber of Commerce and Industry of Serbia. The seat of arbitration shall be Belgrade, and the language of the proceedings shall be English.

21.3 This clause does not prevent the Individual Consumer from exercising any mandatory rights to legal protection or court access under applicable consumer protection laws in in the Philippines.

Article 22. Severability

22.1 If any provision of these Conditions proves to be invalid, unlawful, or unenforceable, the remaining provisions shall remain fully effective and binding.

22.2 The parties shall replace any invalid provision with a legally valid alternative that reflects the original intent as closely as possible.

Article 23. Entire Agreement

23.1 These Conditions, together with any issued Invoice and/or any written agreement between WAY Cables and the Individual Consumer, constitute the entire Agreement governing the direct purchase and delivery of WAY Cables products.

23.2 WAY Cables excludes the application of any prior understandings, representations, or communications not expressly included in this Agreement.

Contact Information**WAY Cables**

info@waycables.com

<https://waycables.com>

Issued by: Miroslav Popović, owner of WAY Cables Miroslav Popovic PR

Effective date: September 1, 2025,