

FORMA ELYSEEN

Crafted for Paradise

TERMS AND CONDITIONS

Version 6

Forma Elyseen · Effective May 18 2026

Incorporating the Pre-Order Product and Delivery Timeframe Policy and the Refund and Warranty Policy

www.formaelyseen.com · South Australia, Australia

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1. About Forma Elyseen and These Terms

Forma Elyseen (ABN to be inserted) is an Australian business based in South Australia. We design and produce premium in-ear monitor products individually handcrafted to order. Our product range currently comprises the FEA01 Academy 1s, the FEP03 Pro, and the FEL01 Live.

These Terms and Conditions govern all purchases, pre-orders, and membership payment arrangements made through Forma Elyseen, including via our website at www.formaelyseen.com and any other authorised sales channels.

By placing a pre-order or making a purchase with Forma Elyseen, you agree to be bound by these Terms and Conditions in full. If you do not agree to these terms, you must not place an order.

These terms apply to all customers.

Whether you purchase outright or through a Forma Elyseen Membership Payment Plan, these Terms and Conditions apply. Please read them carefully before ordering. For questions, contact us at support@formaelyseen.com.

Nothing in these Terms creates a debtor-creditor relationship between Forma Elyseen and any customer or member.

2. Definitions

In these Terms and Conditions, the following terms have the meanings set out below.

Forma Elyseen, we, us, our: refers to the business operating under the Forma Elyseen brand, based in South Australia, Australia.

Customer, you, your: refers to the individual or entity placing a pre-order or purchase with Forma Elyseen.

Pre-Order: an order placed during an open pre-order window, securing a position in the production queue before manufacturing commences.

Pre-Order Window: the defined period during which customers may place pre-orders. The window closes at a date determined by Forma Elyseen.

Membership Payment Plan: a contracted membership arrangement offered by Forma Elyseen under which the member pays a Membership Start Fee at the time of joining followed by fixed monthly membership fees for a contracted term of 12, 24, or 36 months, at the end of which ownership of the product transfers to the member at no further cost. This is not a credit contract, consumer lease, hire-purchase, loan, or other financing arrangement.

Membership Start Fee: the upfront fee paid at the time of joining a Membership Payment Plan to commence the membership and secure a position in the production queue. The Membership Start Fee is set at 40% of the relevant retail price. The Membership Start Fee is a one-time membership access fee. It is not applied toward the retail price, does not reduce any balance, and does not create or satisfy any debt.

Monthly Membership Fee: the fixed monthly fee payable by a member under a Membership Payment Plan, as set out in the Membership Monthly Plan Agreement entered into by that member.

Membership Monthly Plan Agreement: the agreement entered into between Forma Elyseen and a member at the time of joining a Membership Payment Plan. The Membership Monthly Plan Agreement sets out the specific plan chosen by the member, the contracted term, the Membership Start Fee paid, the monthly membership fee amount, the total commitment, and any other terms specific to that member's plan.

Membership Pricing Schedule: the document published by Forma Elyseen at www.formaelyseen.com that sets out the current monthly membership fees and contracted term options available for each Forma Elyseen product. The Membership Pricing Schedule is updated from time to time. Pricing in effect at the time a member joins is fixed for that member for the duration of the contracted term.

Membership Pricing T&C: the device-specific terms and conditions supplied with each Forma Elyseen product on delivery. The Membership Pricing T&C sets out terms applicable to the specific model purchased or licensed under a Membership Payment Plan, including any product-specific conditions and the pricing applicable to that member's contracted term.

Contracted Term: the fixed duration of a Membership Payment Plan, being 12, 24, or 36 months, commencing from the date of dispatch of the product.

Ownership Benefit: the complimentary transfer of ownership provided at the end of a membership term. The Ownership Benefit is not consideration for payments and is not contingent on repayment of any amount.

Retail Price: the standard advertised price for each product as published on www.formaelyseen.com.

Ear Impressions: professional audiological impressions of a customer's ear canal required for the production of custom mould in-ear monitors (FEP03 and FEL01 only).

Third Party Payment Service: an external payment service provider such as Afterpay, PayPal, or Klarna, offered as an optional payment method. These services operate independently of Forma Elyseen under their own terms and agreements.

ACL: the Australian Consumer Law as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

NCCP: the National Consumer Credit Protection Act 2009 (Cth) and associated regulations.

3. Pre-Orders and Order Placement

3.1 How Pre-Orders Work

All Forma Elyseen products are sold on a pre-order basis. Products are manufactured individually to order and are not held as shelf stock. Placing a pre-order secures your position in the production queue. Manufacturing does not commence until the pre-order window closes and total production quantities are confirmed.

3.2 Placing a Pre-Order

- Pre-orders may be placed through www.formaelyseen.com during an active pre-order window.
- A pre-order is confirmed upon receipt of your Membership Start Fee or full payment, whichever applies to your chosen payment method.
- You will receive an order confirmation email upon successful placement of your pre-order.
- Forma Elyseen reserves the right to decline or cancel any pre-order at its discretion, including where payment cannot be verified or where demand exceeds available production capacity.

Pre-orders do not involve deferred payment for goods. The Membership Start Fee secures membership access and production allocation, not ownership or part-payment of the product.

3.3 Ear Impressions (FEP03 and FEL01 Only)

- The FEP03 Pro and FEL01 Live are custom mould products that require professionally prepared ear impressions before manufacturing can begin.
- Ear impressions must be taken by a qualified audiologist or hearing professional and submitted to Forma Elyseen before the close of the pre-order window.
- Forma Elyseen is not responsible for fit issues arising from ear impressions that are inaccurate, incorrectly prepared, or not taken by a qualified professional.
- Failure to submit ear impressions before the pre-order window closes may result in your order being excluded from the current production run and moved to the next available batch.

3.4 Production and Delivery

Details regarding manufacturing timeframes, production schedules, delivery estimates, and related conditions are set out in the Pre-Order Product and Delivery Timeframe Policy at Section 8 of these Terms.

4. Membership Payment Plans

Important Notice Regarding the Nature of Membership Payment Plans

The Forma Elyseen Membership Payment Plan is a contracted membership arrangement under which a member joins for a fixed term of 12, 24, or 36 months in return for the use of a Forma Elyseen product. It is not a loan, credit contract, lay-by, instalment sale, consumer lease, hire-purchase agreement, or any other form of financing or repayment arrangement. The Membership Payment Plan is not regulated under the National Consumer Credit Protection Act 2009 (Cth). No interest, finance charges, or repayments are involved. Membership fees are fixed and disclosed in full at the time of joining. Forma Elyseen does not hold an Australian Credit Licence and does not provide credit services.

For clarity, the Membership Payment Plan does not involve deferred payment for goods. The Membership Start Fee and Monthly Membership Fees are not payments toward ownership, and ownership is not conditional on repayment of any amount. Ownership transfers only as a membership benefit, not as satisfaction of a debt or instalment obligation.

4.1 What is a Membership Payment Plan

A Forma Elyseen Membership Payment Plan is a contracted membership arrangement, similar in nature to a gym or club membership. The member pays a Membership Start Fee at the time of joining, followed by fixed monthly membership fees for the duration of the contracted term, being 12, 24, or 36 months. In return, the member receives a Forma Elyseen product to use and enjoy for the duration of the membership and beyond, subject to the terms set out in these Terms and Conditions.

The Membership Payment Plan is not a loan or financing arrangement. The monthly membership fee is not a repayment of any borrowed amount. There is no balance owing, no finance charge, and no interest at any point. The monthly fee is consideration for the membership and the use of the product, as is standard for any membership-style arrangement.

On successful completion of the contracted term, ownership of the product transfers to the member at no further cost. There is no balloon payment, residual payment, transfer fee, or final settlement payable at the end of the term.

Ownership transfer at the end of the contracted term is a complimentary membership benefit and is not consideration for the Monthly Membership Fees. Monthly fees are solely for access to membership services and continued use of the product.

4.2 Plan Options

Membership Payment Plan options are available for the FEP03 Pro and FEL01 Live with contracted terms of 12, 24, or 36 months. The FEA01 Academy 1s is available on a pay in full basis only and is not eligible for a Membership Payment Plan.

For full details of the available plan options, including monthly membership fee amounts, savings against the retail price, and any product-specific conditions, please refer to the Membership Monthly Plan Agreement applicable to your chosen product.

4.3 Membership Pricing and Plan Documents

Three documents work together to set out the pricing and terms that apply to a Membership Payment Plan.

- The Membership Pricing Schedule is the current pricing list published at www.formaelyseen.com. It sets out the current monthly membership fees and contracted term options available across the Forma Elyseen range. The Membership Pricing Schedule may be updated from time to time.
- The Membership Pricing T&C is the device-specific document supplied with each Forma Elyseen product on delivery. It sets out terms applicable to the specific model received, including any product-specific conditions and the pricing locked in for that member.
- The Membership Monthly Plan Agreement is the agreement entered into between Forma Elyseen and the member at the time of joining. It records the specific plan chosen, the contracted term, the Membership Start Fee paid, the monthly membership fee amount, and the total commitment under that membership.

The pricing applicable to your membership is the pricing in effect at the time you join, as recorded in your Membership Monthly Plan Agreement. That pricing is fixed for the full duration of your contracted term. Subsequent changes to the Membership Pricing Schedule do not affect existing members.

Refer to your plan documents for the figures applicable to you.

For current pricing across the range, refer to the Membership Pricing Schedule at www.formaelyseen.com. For terms specific to the device you have received, refer to the Membership Pricing T&C supplied with your device. For the specific figures and commitments under your individual plan, refer to your Membership Monthly Plan Agreement.

4.4 Membership Start Fee

- A Membership Start Fee of 40% of the applicable retail price is required at the time of joining to commence a Membership Payment Plan.
- The Membership Start Fee is non-refundable once ear impressions have been submitted and accepted (FEP03 and FEL01) or once the pre-order window closes (FEA01 and all models).

- If a cancellation is requested before the pre-order window closes and before ear impressions are submitted, the Membership Start Fee will be refunded in full within 14 business days.
- The Membership Start Fee is not a deposit, loan principal, down payment, or part-payment toward the retail price of the product. It is a one-time fee paid to commence the membership.

4.5 Monthly Membership Fees

- Monthly membership fees are fixed amounts set out in the Membership Monthly Plan Agreement entered into at the time of joining.
- Membership fees are charged to the payment method on file on the same date each month following the dispatch of the product.
- All membership fee amounts are disclosed in full at the time of joining. No interest or finance charges are applied by Forma Elyseen. The only additional charge that may apply is the missed payment administration fee described in clause 4.9.
- Membership fees are consideration for ongoing membership and continued use of the product. They are not a repayment of credit or a financing instalment. Monthly Membership Fees do not reduce any balance, do not accumulate toward a purchase price, and do not represent repayment of any amount owed.

4.6 End of Term and Ownership

On successful completion of the full contracted term of your Membership Payment Plan, ownership of the product transfers to you at no further cost. No final payment, balloon payment, or transfer fee is required. You will receive written confirmation from Forma Elyseen that the membership term has been completed and that ownership has transferred.

Until ownership has transferred at the end of the contracted term, the product remains the property of Forma Elyseen and the member has the right to use the product in accordance with these Terms and Conditions.

Ownership transfer is not contingent on repayment of any amount and is not consideration for any past or future payments. It is a goodwill benefit provided upon successful completion of the membership term.

4.7 Cancellation and Early Exit

A member may cancel a Membership Payment Plan at any time by giving written notice to Forma Elyseen at support@formaelyseen.com. The cancellation fee payable depends on the stage of the contracted term at which cancellation occurs.

Plan	Reduced cancellation fee window	Reduced cancellation fee	Cancellation outside the reduced fee window
12 Month Plan	Not available	N/A	Remaining membership fees that would have been payable for continued access to membership services
24 Month Plan	Last 12 months of term	50% of the remaining membership fees that would have been payable for continued access to membership services	Remaining membership fees that would have been payable for continued access to membership services
36 Month Plan	Last 12 months of term	50% of the remaining membership fees that would have been payable for continued access to membership services	Remaining membership fees that would have been payable for continued access to membership services

- The remaining membership fees that would have been payable for continued access to membership services are calculated as the sum of all remaining monthly membership fees that would have fallen due between the cancellation date and the scheduled end of the contracted term.
- On payment of the applicable cancellation fee, the membership is closed and ownership of the product transfers to the member at no further cost. The product does not need to be returned to Forma Elyseen.
- The Membership Start Fee is not refunded on cancellation under this clause and does not form part of the remaining membership fees that would have been payable for continued access to membership services calculation.
- Cancellation requests must be submitted in writing to support@formaelyseen.com and include the member's full name and membership reference number.
- The cancellation fee is not a payout of a balance, repayment of credit, or settlement of a financial obligation. It is a fee for early termination of a fixed-term membership.

This is not an early loan payout.

The cancellation fee is the consideration payable to close the membership early and take ownership of the product. It is not a repayment of a loan, settlement of a credit balance, or payout of a financing arrangement, and it is not regulated under the National Consumer Credit Protection Act 2009 (Cth).

4.8 Upgrade Option

Members who are within the upgrade window of their contracted term may opt in to a new Forma Elyseen custom in-ear monitor (CIEM) membership by forfeiting the Membership Start Fee on the new device. The upgrade window varies by plan as set out below.

Plan	Upgrade window	What you receive	Cost of upgrade
12 Month Plan	Last 3 months of term	A new CIEM membership on the same or another eligible Forma Elyseen model	Forfeit of the Membership Start Fee on the new device (40% of retail of the new device)
24 Month Plan	Last 12 months of term	A new CIEM membership on the same or another eligible Forma Elyseen model	Forfeit of the Membership Start Fee on the new device (40% of retail of the new device)
36 Month Plan	Last 12 months of term	A new CIEM membership on the same or another eligible Forma Elyseen model	Forfeit of the Membership Start Fee on the new device (40% of retail of the new device)

- When a member opts in to the Upgrade Option, the member keeps their existing Forma Elyseen product. There is no requirement to return the existing pair to Forma Elyseen.
- Ownership of the existing product transfers to the member at the time the new membership commences. No further membership fees are payable on the existing product.
- The new membership commences from the date the member opts in to the Upgrade Option. The Membership Start Fee for the new device is forfeited at the standard rate of 40% of the retail price of the new device, and a new contracted term of 12, 24, or 36 months applies to the new device.
- For custom mould models (FEP03 Pro and FEL01 Live), a fresh set of ear impressions may be required for the new device. Forma Elyseen will advise of any ear impression requirements at the time the upgrade is requested.
- The Upgrade Option is a member benefit and is not a contractual entitlement. Forma Elyseen reserves the right to confirm eligibility and product availability before the upgrade is processed.

Upgrade vs. cancellation.

The Upgrade Option is distinct from cancellation under clause 4.7. An upgrade is the commencement of a new membership; a cancellation closes the existing membership without a new one being started. A member may not exercise both the cancellation fee and the Upgrade Option simultaneously on the same membership.

The Upgrade Option does not involve refinancing, rollover of payments, or continuation of any financial obligation. Each membership is a standalone arrangement.

4.9 Missed Payments

- If a monthly membership fee payment fails, Forma Elyseen will notify the member and allow a reasonable period of at least 14 days to update the payment method or rectify the failed payment.

The missed payment administration fee is not a default charge, penalty, or interest. It is a fixed administrative cost unrelated to any credit activity.

- A missed payment administration fee of \$15 (AUD) is payable for each failed or missed monthly membership fee payment. This fee is a genuine pre-estimate of the administrative cost to Forma Elyseen of processing a failed payment and following up with the member, and is not a penalty.
- The \$15 missed payment administration fee is charged once per failed monthly membership fee payment. If a payment remains unpaid across subsequent billing cycles, each new missed monthly payment incurs its own \$15 fee.
- Repeated failure to maintain monthly membership fee payments may, at Forma Elyseen's discretion, result in suspension of the member's right to use the product pending resolution.
- Where a membership is suspended for non-payment, the member retains the option to cancel the membership in accordance with clause 4.7 or to bring the membership back into good standing by settling the outstanding membership fees and any accrued missed payment administration fees.
- Forma Elyseen does not charge interest, finance charges, default interest, or any other fee for missed payments beyond the \$15 missed payment administration fee described in this clause.

4.10 NCCP 2009 Compliance Statement

This arrangement does not constitute credit under the NCCP 2009.

The Membership Payment Plan does not involve the provision of credit, deferred payment for goods, or any obligation to repay a debt. No amount payable under this arrangement constitutes a repayment, instalment, or reduction of a balance. The arrangement is not a consumer lease, hire-purchase, instalment sale, or credit contract under the National Credit Code. Forma Elyseen does not hold an Australian Credit Licence and does not provide credit services. No interest is charged. Monthly membership fees are fixed and disclosed in full at the time of joining in compliance with the Australian Consumer Law. The missed payment administration fee described in clause 4.9 is an administrative recovery fee and not a finance charge or interest. Customers seeking credit arrangements are directed to third party payment services described in Section 5.

5. Third Party Payment Services

Forma Elyseen may offer access to third party payment services including but not limited to Afterpay, PayPal Pay Later, and Klarna. These services are provided by independent third party providers and are entirely separate from the Forma Elyseen Membership Payment Plan.

- Third party payment services are regulated financial products and may constitute credit arrangements under applicable Australian law, including the NCCP 2009.
- By choosing a third party payment service, you enter into a separate agreement directly with that provider. Forma Elyseen is not a party to that agreement and has no responsibility for its terms, conditions, fees, interest charges, or enforcement.
- All terms, conditions, eligibility criteria, fees, and repayment obligations applicable to third party payment services are governed solely by the relevant provider. Customers must refer to the terms and conditions of the chosen provider before selecting that payment method.
- Forma Elyseen is not liable for any loss, damage, fees, or adverse outcomes arising from a customer's use of a third party payment service.

For the avoidance of doubt: third party payment services such as Afterpay, PayPal Pay Later, and Klarna are not Forma Elyseen products and are not subject to these Terms and Conditions. The terms of those services are available directly from each provider.

Forma Elyseen does not offer credit, and no payment made to Forma Elyseen constitutes repayment of credit.

6. Pricing, Currency and GST

- All prices displayed on www.formaelyseen.com and in Forma Elyseen communications are in Australian Dollars (AUD) unless otherwise stated.

- Prices are inclusive of Goods and Services Tax (GST) at the applicable rate of 10% where GST applies.
- Forma Elyseen reserves the right to change pricing at any time. Any pricing change will not affect pre-orders already confirmed and paid by Membership Start Fee.
- Shipping costs, where applicable, are displayed separately at the time of checkout and are in addition to the product price.
- Free shipping applies to all orders with a product total of \$300 or more, shipped within Australia. Orders below this threshold may incur a shipping fee as displayed at checkout.

7. Product Information and Specifications

- Forma Elyseen makes every effort to ensure product descriptions, specifications, and images are accurate and up to date.
- Product specifications including driver configurations, materials, and components may be subject to minor changes as part of ongoing product development. Any material change affecting purchased or pre-ordered products will be communicated to customers in writing.
- Colour representations of product finishes on screen may vary due to monitor calibration and display settings. Forma Elyseen does not guarantee exact colour matching between screen display and physical product.
- For custom mould products, the final fit and acoustic performance of the product is dependent on the accuracy of the ear impressions submitted by the customer.

8. Pre-Order Product and Delivery Timeframe Policy

Individually handcrafted. Built for you. Shipped to your door.

8.1 About Your Pre-Order

Every Forma Elyseen product is individually handcrafted to order. We do not hold shelf stock. When you place a pre-order, your product does not yet exist. It is built from the ground up, specifically for you, with the care and precision that defines everything we make.

This section outlines the full journey from pre-order placement to your door, including what happens at each stage, what we need from you, and what you can expect in terms of timeframes. The 6 to 8 week manufacturing period begins from the close of the pre-order window, not from the date of your individual order. Please read this section carefully before placing your order.

This is a pre-order. Your product is made to order.

Placing a pre-order secures your position in the production queue. Your product will be manufactured, quality checked, and shipped within the timeframes outlined in this section. Because every unit is handmade, these timeframes are estimates and not guarantees.

8.2 Manufacture Timeframes by Model

Timeframes below represent the estimated period from the close of the pre-order window to the product being ready for dispatch. Once the pre-order window closes, total production numbers are confirmed and all required parts and materials are ordered before manufacturing begins. Delivery time is additional and outlined in Section 8.4.

FEA01 Academy 1s Universal Fit · Dual Driver Manufacture: 6 to 8 Weeks From pre-order window close, once production is confirmed	FEP03 Pro Custom Mould · Triple Driver Hybrid Manufacture: 6 to 8 Weeks From pre-order window close, once ear impressions are on file	FEL01 Live Custom Mould · Seven Driver Hybrid Manufacture: 6 to 8 Weeks From pre-order window close, once ear impressions are on file
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For the FEP03 Pro and FEL01 Live, ear impressions must be submitted and approved before the pre-order window closes. The manufacturing window does not begin until the pre-order window has closed and all production quantities are confirmed for parts and material ordering.

Timeframe estimates are based on a pre-order volume of 250 units.

The 6 to 8 week manufacturing estimate begins from the close of the pre-order window, once all production numbers are confirmed and parts and materials are ordered. This estimate is based on a pre-order volume of 250 units. If total pre-orders exceed 250 units, manufacturing timeframes will be extended proportionally to accommodate the additional volume. All customers will be notified of their estimated timeframe once the pre-order window closes and production quantities are confirmed.

8.3 Your Order Journey

From the moment you place your pre-order to the moment your product arrives, here is exactly what happens and when you will hear from us.

01 Pre-Order Confirmed

Your pre-order is placed and your Membership Start Fee or full payment is received. You will receive an order confirmation email immediately. Your position in the production queue is secured from this moment.

02 Ear Impressions Required (FEP03 and FEL01 only)

For the Pro and Live models, we will reach out within 2 business days of your order confirmation to guide you through the ear impression submission process. Your ear impressions must be taken by a qualified audiologist or hearing professional and submitted to Forma Elyseen before the pre-order window closes. Ear impressions must be on file before production quantities can be finalised and manufacturing can begin.

03 Pre-Order Window Closes and Production Confirmed

Once the pre-order window closes, Forma Elyseen confirms total production quantities across all models. All required parts, components, and materials are ordered at this stage based on confirmed numbers. You will receive a notification confirming the close of the pre-order window, your estimated production start date, and your projected dispatch date.

04 Quality Control

Every Forma Elyseen product undergoes a thorough quality control inspection before dispatch. This process verifies acoustic performance, structural integrity, and finish quality. If any issue is

identified at this stage, your product is reworked before leaving our facility. This may add additional time to your order.

05 Ready to Ship

Once your product passes quality control, you will receive a notification advising that your order is ready to dispatch. For customers who have ordered multiple products, all items will be held and dispatched together in a single shipment.

06 Dispatched and Delivered

Your order is dispatched via tracked courier within Australia. You will receive a tracking number at the time of dispatch. Estimated delivery is 2 to 5 business days from dispatch depending on your location within Australia.

8.4 Shipping

All Forma Elyseen orders are shipped within Australia via tracked courier. You will receive a tracking number at the time of dispatch so you can monitor your delivery in real time.

Shipping Cost Free on orders over \$300 A shipping fee applies to orders under \$300.	Estimated Delivery 2 to 5 Business Days From dispatch, depending on your location within Australia.
Tracking All orders are fully tracked. Your tracking number will be provided via email at the time of dispatch.	Multiple Items If you have ordered more than one product, all items will be held and dispatched together in a single shipment once all products are ready.

Shipping is free on all orders over \$300.

The FEA01 Academy 1s at its standard retail price of \$299 falls just below the free shipping threshold. Customers purchasing the FEPO3 Pro, FEL01 Live, or any combination of products totalling \$300 or more will receive complimentary tracked shipping.

8.5 Order Notifications

We believe in keeping you informed throughout the entire journey. You will receive email notifications from Forma Elyseen at each of the following stages.

Order Confirmed	Sent immediately upon receipt of your pre-order and payment.
Ear Impressions Received	Sent when your ear impressions are received and approved. FEP03 and FEL01 only.
Production Commenced	Sent when the pre-order window closes and production quantities are confirmed. Includes your estimated production start date and projected dispatch date.
Quality Control Passed	Sent when your product passes quality inspection and is cleared for dispatch.
Dispatched	Sent when your order leaves our facility, including your tracking number.
Timeframe Update	Sent if your projected dispatch date changes for any reason. See Section 8.6.

8.6 Projected Timeframe Modifications

Because every Forma Elyseen product is individually handmade, production timeframes are estimates based on current conditions at the time of your order. In certain circumstances, Forma Elyseen may need to modify the projected dispatch date for your order.

Where this occurs, Forma Elyseen will issue a written notification to the email address provided at the time of ordering, advising of the revised projected timeframe and the reason for the change.

Circumstances That May Result in a Timeframe Update

<p>Manufacturing Delays</p> <p>Complexity in the build process, quality rework requirements, or production queue backlog may extend manufacturing time beyond the standard estimate.</p>	<p>Component or Supply Delays</p> <p>Delays in the supply of specialist components including balanced armature drivers, beryllium diaphragms, or cable materials from our manufacturing partners.</p>
<p>Peak Demand Periods</p> <p>Higher than anticipated order volumes during launch periods or promotional events may extend queue times beyond standard estimates.</p>	<p>Public Holidays</p> <p>Australian and international public holidays observed by our manufacturing partners may pause production and extend timeframes by the equivalent number of business days.</p>
<p>Quality Control Issues</p>	<p>Force Majeure</p>

<p>If a product does not pass our quality inspection on the first assessment, it will be reworked until it meets our standards. This process takes additional time.</p>	<p>Circumstances beyond our reasonable control including natural disasters, extreme weather events, industrial action, pandemics, or disruption to logistics networks.</p>
<p>Pre-Order Volume Exceeded</p> <p>Our standard 6 to 8 week estimate is based on a pre-order volume of 250 units. If total pre-orders exceed 250 units, manufacturing timeframes will be extended to accommodate the additional volume. Customers beyond the 250 unit threshold will be advised of their revised timeframe at the time of ordering.</p>	<p>How We Handle It</p> <p>Orders are fulfilled in the sequence they are received. If your order falls beyond the initial 250 unit allocation, Forma Elyseen will contact you in writing with a revised estimated dispatch date before your order is processed.</p>

We will always let you know.

If your projected dispatch date changes for any reason, you will receive written notification from Forma Elyseen at support@formaelyseen.com before the original estimated date passes. We will provide a revised estimate and a clear explanation of the cause. Your order will not be cancelled as a result of a delay.

8.7 Ear Impressions (FEP03 Pro and FEL01 Live)

The FEP03 Pro and FEL01 Live are custom mould in-ear monitors built to the precise shape of your ears. Before manufacturing can begin, we require a set of professionally prepared ear impressions.

- Ear impressions must be taken by a qualified audiologist or hearing professional. We do not accept self-made impressions.
- Forma Elyseen will contact you within 2 business days of your order confirmation with instructions on how to submit your ear impressions.
- The 6 to 8 week manufacturing window begins from the close of the pre-order window, not from the date of your order or the date your ear impressions are received. However, your impressions must be on file before the pre-order window closes for your order to be included in the confirmed production run.
- If your ear impressions are assessed as unsuitable for production, we will contact you promptly to arrange a new set. This will affect your production timeline.
- Forma Elyseen retains your ear impression data on file for the purposes of warranty repairs and replacements. Your data is held securely and is not shared with any third party.

Ear impressions must be submitted before the pre-order window closes.

We recommend booking your audiologist appointment as soon as your order is confirmed. If ear impressions are not received before the pre-order window closes, your order may not be included in the confirmed production run and will be moved to the next available production batch.

9. Refund and Warranty Policy

Effective from the date of purchase

9.1 Overview

At Forma Elyseen we take significant pride in the quality of every product we produce. Each in-ear monitor is precision-engineered, individually assembled, and, in the case of our custom mould models, built specifically for the individual customer. Because of this, we operate a limited refund policy focused on manufacturing defects and product faults rather than change of mind returns.

This policy applies to all Forma Elyseen products: the FEA01 Academy 1s, the FEP03 Pro, and the FEL01 Live. It is to be read in conjunction with your rights under the Australian Consumer Law.

We do not offer change of mind refunds.

Refunds, replacements, and store credits are available only where a product is found to be faulty or defective. We encourage all customers to review product specifications carefully before purchasing, and to reach out to us at support@formaelyseen.com with any questions prior to placing an order.

9.2 First Week Special Consideration Window

We understand that receiving a new pair of in-ear monitors, particularly custom mould models built to your ear impression, can take some adjustment. To ensure every customer is genuinely satisfied with their product, we offer a special consideration window during the first seven days following delivery.

Any Defect or Concern

Within the first 7 days of delivery, any defect, fault, or concern with your product can be raised with us without question. We will assess the issue and determine the appropriate resolution.

Fit and Comfort Adjustment

Minor fit or comfort issues raised within the first 7 days will be assessed for adjustment. For custom mould models, we will work with you to determine whether a refit or adjustment is required.

To make use of the first week consideration window, contact us at support@formaelyseen.com within 7 days of confirmed delivery with a description of the issue and supporting photographs or video where applicable. Forma Elyseen will assess the claim and respond within 3 business days.

9.3 24-Month Manufacturing Defect Warranty

All Forma Elyseen products are covered by a 24-month manufacturing defect warranty from the date of delivery. This warranty applies to the headphone unit and its internal components only.

What the Warranty Covers

- Manufacturing defects in the driver units, crossover components, or internal wiring.
- Structural defects in the shell or housing that are attributable to manufacturing.
- Failure of any internal component under normal use conditions.
- Acoustic performance issues that deviate materially from stated specifications due to a manufacturing fault.

What the Warranty Does Not Cover

- Cables, ear tips, carry cases, and any accessory items supplied with the product.
- Damage caused by misuse, accidental drops, liquid exposure, or physical impact.
- Damage caused by unauthorised modification or attempted repair.
- Normal wear and tear including cable wear, tip degradation, and surface finish marks.
- Issues arising from incorrectly submitted ear impressions for custom mould models.
- Any product that has been resold or transferred from the original purchaser.

Warranty applies to headphone units and components only.

Cables, ear tips, cases, and accessories are not covered under the 24-month warranty. If you experience issues with accessory items, please contact us at support@formaelyseen.com and we will assess your situation on a case by case basis.

9.4 Available Remedies

Where a product is confirmed to be faulty or defective, Forma Elyseen will offer one of the following remedies at our discretion, taking into account the nature of the fault, the age of the product, and the preferences of the customer.

Replacement A direct replacement of the faulty product. For custom mould models, a remake will be produced using your original ear impression data.	Store Credit A credit applied to your Forma Elyseen account equal to the value paid for the product. Store credit can be used toward any future Forma Elyseen purchase.	Refund Less Membership Start Fee In limited circumstances, a cash refund may be issued. Where a Membership Start Fee was paid, the refund amount will be the total paid to date less the original
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		Membership Start Fee amount.
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The remedy offered will be determined by Forma Elyseen following assessment of the claim. We will always endeavour to reach a fair and reasonable resolution. Customers may express a preference for a particular remedy and this will be taken into consideration.

9.5 How to Make a Claim

All defect and warranty claims must be initiated by contacting Forma Elyseen directly. We assess each claim individually and will communicate the required next steps based on the nature of the issue.

Step 1 Contact Us

Email support@formaelyseen.com with your order number, a description of the fault, and supporting photographs or video. Please include your name and the date of delivery.

Step 2 Assessment

Forma Elyseen will review your claim within 5 business days and determine whether the issue falls within our policy. We may request additional information, photographs, or a video demonstration of the fault.

Step 3 Return (if required)

If a physical return is required, Forma Elyseen will provide return instructions. Where the claim is accepted, Forma Elyseen will cover the cost of return shipping. Where the claim is not accepted, the customer is responsible for all shipping costs.

Step 4 Resolution

Once the claim is assessed and any returned product is received, Forma Elyseen will action the agreed remedy, being a replacement, store credit, or refund, within 14 business days.

9.6 Custom Mould Orders (FEP03 Pro and FEL01 Live)

The FEP03 Pro and FEL01 Live are custom mould in-ear monitors built specifically to the contour of your ears. Because production begins upon receipt of your ear impressions, these products carry specific conditions that differ from off-the-shelf purchases.

Membership Start Fee status once production begins	Non-refundable
Ear impression submission	Triggers commencement of production
Claim for incorrect fit due to customer ear impression error	Not covered under refund policy

- The Membership Start Fee paid to secure your custom mould order is non-refundable once ear impressions have been received and production has commenced.
- If a cancellation is requested before ear impressions are submitted, your Membership Start Fee will be refunded in full within 14 business days.
- Forma Elyseen is not responsible for fit issues arising from inaccurate or incorrectly prepared ear impressions. It is the responsibility of the customer to ensure impressions are taken by a qualified audiologist or hearing professional.
- Where a genuine manufacturing defect is identified in a custom mould product, a full remake will be produced at no cost to the customer using the original impression data on file.

9.7 Membership Plan Members

Members on a 12, 24, or 36 month Membership Payment Plan should note the following regarding their monthly membership fees in the event of a warranty or defect claim.

Monthly membership fees continue regardless of a warranty claim.

Where a product is accepted for warranty repair or replacement, the member's monthly membership fees remain payable for the duration of the contracted term. A replacement product will be organised as promptly as possible. The membership is not paused, reduced, or cancelled as a result of a warranty claim unless Forma Elyseen determines that a full refund is the appropriate remedy.

- Monthly membership fees continue in full during the assessment and resolution period of any warranty or defect claim.
- Where a replacement product is being produced, Forma Elyseen will provide an estimated timeline and keep the member informed throughout the process.
- In the event that a refund is determined to be the appropriate remedy, the membership will be closed from the date the refund is confirmed, no further monthly membership fees will fall due, and any monthly membership fees paid in excess of the refund amount will be returned to the member.

9.8 What is Not Covered

The following situations are explicitly excluded from our refund, replacement, and warranty policy.

Misuse and Physical Damage Damage caused by drops, impacts, liquid exposure, excessive force, or any use outside normal listening conditions.	Unauthorised Modifications Any product that has been opened, modified, or repaired by a party other than Forma Elyseen or an authorised service provider.
Ear Impression Errors Fit or comfort issues resulting from ear impressions that were inaccurate, incorrectly prepared, or submitted by someone other than a qualified professional.	Normal Wear and Tear Cable wear, tip degradation, surface finish marks, and general cosmetic deterioration resulting from regular use over time.
Accessories and Consumables Cables, ear tips, carry cases, and any accessory items supplied with the product. These are not covered under the 24-month warranty.	Change of Mind Forma Elyseen does not accept returns or provide refunds for change of mind. We encourage customers to contact us before purchasing with any questions.

9.9 Australian Consumer Law

Your rights under Australian Consumer Law.

Our products come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Nothing in this policy is intended to limit, exclude, or modify any consumer guarantee or right under the Australian Consumer Law that cannot be excluded. Where there is any inconsistency between this policy and the Australian Consumer Law, the Australian Consumer Law will prevail.

10. Cancellations

10.1 Customer Cancellations

- A pre-order may be cancelled by the customer at any time before the pre-order window closes, provided that ear impressions have not yet been submitted for custom mould products.
- Cancellations requested before the pre-order window closes and before ear impression submission will be refunded in full within 14 business days.
- Once the pre-order window closes or ear impressions are submitted, cancellations are not accepted and the Membership Start Fee is non-refundable.
- Cancellation requests must be submitted in writing to support@formaelyseen.com, including the customer's full name and order reference number.

10.2 Forma Elyseen Cancellations

- Forma Elyseen reserves the right to cancel any pre-order where payment cannot be verified, where the customer fails to submit required ear impressions before the pre-order window closes, or where circumstances beyond our control prevent fulfilment.
- In the event Forma Elyseen cancels a pre-order, any Membership Start Fee or payment received will be refunded in full within 14 business days.

11. Intellectual Property

- All content on www.formaelyseen.com, including but not limited to text, images, logos, product designs, brand names, and the Forma Elyseen monogram, is the intellectual property of Forma Elyseen and is protected under applicable Australian and international intellectual property law.
- Customers may not reproduce, distribute, modify, or use any Forma Elyseen intellectual property without prior written consent.
- The name Forma Elyseen, the FE monogram, and the product names Academy 1s, Pro, and Live are proprietary to Forma Elyseen.
- Partners and affiliates may only use Forma Elyseen branding and product images in accordance with the Forma Elyseen Partners Program Agreement and any brand guidelines provided.

12. Privacy and Data

- Forma Elyseen collects personal information from customers for the purpose of processing orders, managing payment plans, communicating order updates, and fulfilling legal obligations.
- Personal information collected includes but is not limited to: full name, delivery address, email address, phone number, and payment details. For custom mould products, ear impression data is also collected and retained.
- Forma Elyseen handles personal information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles.
- Customer data is not sold, shared, or disclosed to third parties except where required for order fulfilment (including shipping providers and manufacturing partners), payment processing, or as required by law.
- Ear impression data is retained securely for the purpose of warranty repairs, replacements, and future orders. This data is not shared with any third party outside of Forma Elyseen's authorised manufacturing partners.
- Customers may request access to, or correction of, their personal information by contacting support@formaelyseen.com.

13. Limitation of Liability

- To the maximum extent permitted by law, Forma Elyseen's liability to any customer is limited to the total amount paid by that customer for the relevant product or service.
- Forma Elyseen is not liable for any indirect, consequential, special, or incidental loss or damage, including but not limited to loss of income, loss of business opportunity, or damage to property, arising from the purchase or use of Forma Elyseen products.
- Nothing in these Terms and Conditions limits or excludes any right or guarantee that cannot be excluded under the Australian Consumer Law, including statutory guarantees relating to acceptable quality and fitness for purpose.
- Forma Elyseen is not liable for delays, loss, or damage caused by third party shipping providers, third party payment services, or events outside our reasonable control.

14. Dispute Resolution

In the event of a dispute arising from a purchase or these Terms and Conditions, Forma Elyseen encourages customers to contact us directly in the first instance at support@formaelyseen.com. We will endeavour to resolve all disputes promptly and fairly.

- Customers who are not satisfied with Forma Elyseen's resolution may seek assistance from Consumer and Business Services South Australia or the Australian Competition and Consumer Commission (ACCC).

- Where a dispute cannot be resolved through direct communication, the parties agree to attempt mediation before commencing formal legal proceedings.
- Nothing in this section limits a customer's right to pursue remedies available under the Australian Consumer Law.

15. Governing Law

These Terms and Conditions are governed by the laws of the State of South Australia, Australia. Both parties submit to the exclusive jurisdiction of the courts of South Australia. If any provision of these Terms is found to be unenforceable, the remaining provisions continue in full force and effect.

16. Amendments to These Terms

Forma Elyseen reserves the right to update or amend these Terms and Conditions at any time. Any amendment will be effective from the date of publication on www.formaelyseen.com. Customers are encouraged to review these terms periodically. Amendments will not affect pre-orders already confirmed and paid by Membership Start Fee prior to the amendment date.

17. Contact

For all enquiries, order support, warranty claims, or questions regarding these Terms and Conditions, please contact Forma Elyseen at:

Email support@formaelyseen.com	Website www.formaelyseen.com
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We aim to respond to all enquiries within 3 business days.

FORMA ELYSEEN

Crafted for Paradise · Effective 2026 · Version 6

www.formaelyseen.com

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