UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15 (d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): May 14, 2013

VOXX INTERNATIONAL CORPORATION
(Exact name of registrant as specified in its charter)

Delaware	**0-28839**
(State or other jurisdiction of incorporation or organization)	(Commission File Number)

13-1964841
(IRS Employer Identification No.)

180 Marcus Blvd., Hauppauge, New York	**11788**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code (631) 231-7750

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of file following provisions:
[ ] Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
[ ] Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
[ ] Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
[ ] Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(e))

Item 1.01 Entry into a Material Definitive Agreement.

VOXX International Corporation (the “Company”) entered into the Second Amendment to Amended and Restated Credit Agreement and Waiver dated as of May 14, 2013 (the “Second Amendment and Waiver”) by and among the Company, the Domestic Borrowers, the Foreign Borrower, the Guarantors, the Lenders party thereto and Wells Fargo Bank, National Association as administrative agent on behalf of the Lenders under the Credit Agreement dated as of March 14, 2012 (the “Credit Agreement”).

The Second Amendment and Waiver waived certain events of default under Section 7.1(c)(i) and 7.1(c)(ii), amended and restated certain definitions, Sections 5.14(f)(iv), 6.1(k), 6.2, 6.4, 6.5, 8.10(a)(i)(B) and the Exhibit 8.10 of the Credit Agreement.

The above description of the Second Amendment and Waiver does not purport to be a complete statement of the parties' rights and obligations under the Second Amendment and Waiver and is qualified in its entirety by reference to the Second Amendment and Waiver which is filed herewith as Exhibit 10.1.

Item 2.02 Results of Operations and Financial Condition.

On May 14, 2013, Voxx International Corporation (the “Company”) issued a press release announcing its earnings for the quarter and year ended February 28, 2013. A copy of the release is furnished herewith as Exhibit 99.1.

Item 8.01 Other Events.

On May 15, 2013, the Company held a conference call to discuss its financial results for the quarter and year ended February 28, 2013. The Company has prepared a transcript of that conference call, a copy of which is annexed hereto as Exhibit 99.2.

The information furnished under Items 2.02 and 8.01, including Exhibits 99.1 and 99.2, shall not be deemed to be filed for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and will not be incorporated by reference into any registration statement filed under the Securities Act of 1933, as amended, unless specifically identified therein as being incorporated therein by reference.

EXHIBIT INDEX

Exhibit No.	Description
10.1	Second Amendment to the Amended and Restated Credit Agreement and Waiver dated as of May 14, 2013 (filed herewith).
99.1	Press Release, dated May 14, 2013, relating to VOXX International Corporation's earnings release for the quarter and year ended February 28, 2013 (filed herewith).
99.2	Transcript of conference call held on May 15, 2013 at 10:00 am (filed herewith).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

VOXX International Corporation (Registrant)

Date: May 16, 2013

BY: /s/ Charles M. Stoehr
Charles M. Stoehr
Senior Vice President and
Chief Financial Officer

SECOND AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT AND WAIVER

THIS SECOND AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT AND WAIVER (this "Amendment"), dated as of May 14, 2013, is by and among **VOXX INTERNATIONAL CORPORATION**, a Delaware corporation (the "Company"), **VOXX ACCESSORIES CORP.**, a Delaware corporation ("VAC"), **AUDIOVOX ELECTRONICS CORPORATION**, a Delaware corporation ("AEC"), **AUDIOVOX CONSUMER ELECTRONICS, INC.**, a Delaware corporation ("ACEI"), **AMERICAN RADIO CORP.**, a Georgia corporation ("ARC"), **CODE SYSTEMS, INC.**, a Delaware corporation ("CSI"), **INVISION AUTOMOTIVE SYSTEMS INC.**, a Delaware corporation ("IAS"), **KLIPSCH GROUP, INC.**, an Indiana corporation ("Klipsch", and together with the Company, VAC, AEC, ACEI, ARC, CSI and IAS, each, a "Domestic Borrower" and collectively, the "Domestic Borrowers"), **VOXX INTERNATIONAL (GERMANY) GMBH**, a Gesellschaft mit beschränkter Haftung under the laws of the Federal Republic of Germany (the "Foreign Borrower", and together with the Domestic Borrowers, each a "Borrower" and collectively the "Borrowers"), the Subsidiaries of the Company party hereto (collectively, the "Guarantors"), the Lenders (as hereinafter defined) party hereto and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as administrative agent on behalf of the Lenders under the Credit Agreement (as hereinafter defined) (in such capacity, the "Administrative Agent"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement.

W I T N E S S E T H

WHEREAS, the Borrowers, the Guarantors, certain banks and financial institutions from time to time party thereto (the "Lenders") and the Administrative Agent are parties to that certain Amended and Restated Credit Agreement dated as of March 14, 2012 (as amended by that certain First Amendment to Amended and Restated Credit Agreement dated as of November 29, 2012, and as the same may be further amended, modified, extended, restated, replaced, or supplemented from time to time, the "Credit Agreement");

WHEREAS, the Credit Parties have requested that the Required Lenders amend certain provisions of the Credit Agreement; and

WHEREAS, the Required Lenders are willing to make such amendments to the Credit Agreement, in accordance with and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
WAIVER

1.1 Waiver of Acknowledged Events of Default. Notwithstanding the provisions of the Credit Agreement to the contrary, the Required Lenders hereby waive, on a one-time basis, the Events of Default arising under Section 7.1(c)(i) of the Credit Agreement as a result of (a) the Borrowers permitting Consolidated Capital Expenditures during fiscal year 2012 to be $11,000,000 in excess of the amount permitted during such fiscal year pursuant to the terms of Section 6.15 of the Credit Agreement and (b) the Credit Parties' incurrence of Indebtedness in an amount that is approximately €1,400,000 in excess of the amount permitted to be incurred pursuant to Section 6.1(k) of the Credit Agreement. Further, notwithstanding the provisions of the Credit Agreement to the contrary, provided that Voxx Woodview Trace LLC, a Delaware limited liability company ("Woodview Trace") is joined to the Credit Documents as a Domestic Guarantor prior to the conclusion of the Cure Period (defined below), the Required Lenders hereby waive, on a one-time basis, the Event of Default arising under Section 7.1(c)(ii) of the Credit Agreement as a result of the financing documentation for the Indiana Project prohibiting Woodview Trace from being joined to the Credit Documents as a Domestic Guarantor as required by Section 5.10 of the Credit Agreement (the "Guarantor Default" and collectively with the Events of Default described in the preceding sentence, the "Acknowledged Events of Default"). "Cure Period" shall mean the period commencing on the Amendment Effective Date (as defined in Section 3.1 below) and ending on the earlier to occur of (x) July 10, 2013 (or such later date as agreed to by the Administrative Agent in its sole discretion) and (y) the occurrence of any Default or Event of Default other than the Acknowledged Events of Default.

1.2 Effectiveness of Waiver. This waiver shall be effective only to the extent specifically set forth herein and shall not (a) be construed as a waiver of any breach, Default or Event of Default other than as specifically waived herein nor as a waiver of any breach, Default or Event of Default of which the Lenders have not been informed by the Credit Parties, (b) affect the right of the Lenders to demand compliance by the Credit Parties with all terms and conditions of the Credit Documents, except as specifically modified or waived by this Amendment, (c) be deemed a waiver of any transaction or future action on the part of the Credit Parties requiring the Lenders' or the Required Lenders' consent or approval under the Credit Documents, or (d) except as waived hereby, be deemed or construed to be a waiver or release of, or a limitation upon, the Administrative Agent's or the Lenders' exercise of any rights or remedies under the Credit Agreement or any other Credit Document, whether arising as a consequence of any Default or Event of Default (other than an Acknowledged Event of Default) which may now exist or otherwise, all such rights and remedies hereby being expressly reserved.

ARTICLE II
AMENDMENT TO CREDIT AGREEMENT

2.1 Amendments to Definitions.

(a) The definition of "Consolidated Capital Expenditures" set forth in Section 1.1 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

> "Consolidated Capital Expenditures" shall mean, as of any date of determination for the four (4) consecutive fiscal quarter period ending on such date, for the Company and its Subsidiaries on a Consolidated basis, the aggregate of all expenditures by the Credit Parties and their Subsidiaries during such period that are capital expenditures as determined in accordance with GAAP, whether such expenditures are paid in cash or financed.

(b) The first sentence of the definition of "Consolidated Interest Expense" set forth in Section 1.1 of the Credit Agreement is hereby amended and restated to read as follows:

> "Consolidated Interest Expense" shall mean, as of any date of determination for the four (4) consecutive fiscal quarter period ending on such date, the aggregate of (a) the interest expense of the Company and its Subsidiaries for such period, without duplication, plus (b) any amounts applied under any Permitted Receivables Purchase Facility in the nature of interest, purchase fees or discount, in each case of clauses (a) and (b), determined on a Consolidated basis in accordance with GAAP.

(c) The definition of "Indebtedness" set forth in Section 1.1 of the Credit Agreement is hereby amended to add the following sentence to the end thereof:

"For the avoidance of doubt, Indebtedness shall not include any non-recourse Indebtedness incurred in connection with any Permitted Receivables Purchase Facility."

(d) The definition of "Permitted Acquisition" set forth in Section 1.1 of the Credit Agreement is hereby amended to delete the figure "$25,000,000" in clause (viii) thereof and replace it with the figure "$30,000,000".

(e) Section 1.1 of the Credit Agreement is hereby amended by adding the following definitions to such Section in the appropriate alphabetical order:

"<u>Permitted Receivables Purchase Facilities</u>" shall mean the receivables purchase facilities pursuant to the Receivables Purchase Agreement; <u>provided</u>, that (a) all sales related thereto and all Indebtedness, if any, incurred in connection therewith shall be non-recourse (except for customary representations, warranties, covenants and indemnities made in connection with such facilities) to the Credit Parties and their Subsidiaries, (b) any Liens arising under any Permitted Receivables Purchase Facilities shall not at any time encumber any property other than the accounts receivables sold pursuant to the applicable Permitted Receivables Purchase Agreement, (c) the aggregate amount of all receivables purchased under the Receivables Purchase Agreement shall not exceed $15,000,000 at any time outstanding, (d) one hundred percent (100%) of the consideration paid for such receivables shall be paid in cash or Cash Equivalents and (e) other than customary discounts, the sale of such receivables shall be for fair market value.

"<u>Receivables Purchase Agreement</u>" shall mean the Receivables Purchase Agreement, to be entered into after the Second Amendment Effective Date (as the same may be amended, supplemented or otherwise modified from time to time), by and among the Company and Wells Fargo Bank, National Association, in respect of the accounts receivable owing by Wal-Mart Stores, Inc., a Delaware corporation, and Sam's West, Inc., an Arkansas corporation, and such of their subsidiaries and affiliates as may be included pursuant to the terms thereof.

"<u>Second Amendment Effective Date</u>" shall mean May [__], 2013.

"<u>Visaton Acquisition</u>" shall mean the acquisition by Audiovox German Holdings GmbH of all or substantially all of the assets or a majority of the outstanding Voting Stock or economic interests of VISATON GmbH & Co KG, so long as such acquisition meets the requirements set forth in clauses (i), (ii), (iv), (v), (vi), (vii) and (viii) of the definition of "Permitted Acquisition."

2.2 <u>Amendment to Section 5.14(f)(iv)</u>. Section 5.14(f)(iv) of the Credit Agreement is hereby amended by adding the following to the end thereof:

The Borrowers represent and warrant that as of the Second Amendment Effective Date, the Canadian Guarantors and the Mexican Guarantors have entered into Joinder Agreements and collateral security documents in accordance with the requirements of this Section 5.14(f)(iv). The Multicurrency Revolving Facility shall continue to be unavailable to the Foreign Borrower unless and until the Dutch Guarantors, the German Guarantors, the Hungarian Guarantors and the Foreign Borrower enter into Joinder Agreements (other than with respect to the Foreign Borrower) and collateral security documents in accordance with the requirements of this Section 5.14(f)(iv). Notwithstanding anything to the contrary contained in this Section 5.14(f)(iv), on and as of the date that the Dutch Guarantors, the German Guarantors, the Hungarian Guarantors and the Foreign Borrower fulfill the requirements set forth in the preceding sentence (as determined by the Administrative Agent in its sole discretion), the Multicurrency Revolving Facility shall become available to the Foreign Borrower; provided, that the Borrowers shall continue to use commercially reasonable efforts to cause the Venezuelan Guarantors to enter into Joinder Agreements and collateral security documents in accordance with the requirements of this Section 5.14(f)(iv).

2.3 Amendment to Section 6.1(k). Section 6.1(k) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

"(k) (i) secured or unsecured Indebtedness of Excluded Foreign Subsidiaries incurred in connection with the Visaton Acquisition in an aggregate principal amount not to exceed €13,000,000 and (ii) other secured or unsecured Indebtedness of Excluded Foreign Subsidiaries in an aggregate principal amount not to exceed €7,000,000;"

2.4 Amendment to Section 6.2. Section 6.2 of the Credit Agreement is hereby amended by adding the following clause (u) after clause (t) thereof and making the appropriate grammatical and punctuation changes to the ends of clauses (s) and (t):

"(u) Liens arising under the Permitted Receivables Purchase Facility permitted under Section 6.4(a)(x)."

2.5 Amendment to Section 6.4. Section 6.4(a) of the Credit Agreement is hereby amended by adding the following clause (x) after clause (ix) thereof and making the appropriate grammatical changes to the ends of clauses (viii) and (ix):

"(x) any disposition of receivables (and related supporting obligations) pursuant to the terms of the Permitted Receivables Purchase Facility;"

2.6 Amendment to Section 6.5. Section 6.5 of the Credit Agreement is hereby amended by adding the following clause (k) after clause (j) thereof and making the appropriate punctuation and grammatical changes to the ends of clauses (i) and (j):

"(k) the Visaton Acquisition."

2.7 Amendment to Section 8.10(a)(i)(B). Section 8.10(a)(i)(B) of the Credit Agreement is hereby amended by adding the phrase "(including, without limitation, entering into the Consent to Sale of Receivables in substantially the form attached hereto as Exhibit 8.10)" after the phrase "permitted under Section 6.4".

2.8 Amendment to Exhibits. The Exhibits to the Credit Agreement are hereby amended by adding the attached Exhibit 8.10 thereto in proper numerical order.

ARTICLE III
CONDITIONS TO EFFECTIVENESS

3.1 Closing Conditions. This Amendment shall become effective as of the day and year set forth above (the "Amendment Effective Date") upon satisfaction of the following conditions (in each case, in form and substance reasonably acceptable to the Administrative Agent):

(a) Executed Amendment. The Administrative Agent shall have received a copy of this Amendment duly executed by each of the Credit Parties, the Required Lenders and the Administrative Agent.

(b) Default. After giving effect to this Amendment, no Default or Event of Default shall exist.

(c) Fees and Expenses. The Administrative Agent shall have received from the Borrowers such other fees and expenses that are payable in connection with the consummation of the transactions contemplated hereby (including, without limitation, the legal fees due and payable to King & Spalding LLP, as counsel to the Administrative Agent).

(d) Miscellaneous. All other documents and legal matters in connection with the transactions contemplated by this Amendment shall be reasonably satisfactory in form and substance to the Administrative Agent and its counsel.

ARTICLE IV
MISCELLANEOUS

4.1 Amended Terms. On and after the Amendment Effective Date, all references to the Credit Agreement in each of the Credit Documents shall hereafter mean the Credit Agreement as amended by this Amendment. Except as specifically amended hereby or otherwise agreed, the Credit Agreement is hereby ratified and confirmed and shall remain in full force and effect according to its terms.

4.2 Representations and Warranties of Credit Parties. Each of the Credit Parties represents and warrants as follows:

(a) It has taken all necessary action to authorize the execution, delivery and performance of this Amendment.

(b) This Amendment has been duly executed and delivered by such Person and constitutes such Person's legal, valid and binding obligation, enforceable in accordance with its terms, except as such enforceability may be subject to (i) bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(c) No consent, approval, authorization or order of, or filing, registration or qualification with, any court or governmental authority or third party is required in connection with the execution, delivery or performance by such Person of this Amendment.

(d) The representations and warranties set forth in Article III of the Credit Agreement are true and correct as of the date hereof (except for those which expressly relate to an earlier date).

(e) After giving effect to this Amendment, no event has occurred and is continuing which constitutes a Default or an Event of Default.

(f) The Security Documents continue to create a valid security interest in, and Lien upon, the Collateral, in favor of the Administrative Agent, for the benefit of the Lenders, which security interests and Liens are perfected in accordance with the terms of the Security Documents and prior to all Liens other than Permitted Liens.

(g) Except as specifically provided in this Amendment, the Credit Party Obligations are not reduced or modified by this Amendment and are not subject to any offsets, defenses or counterclaims.

4.3 Reaffirmation of Credit Party Obligations. Each Credit Party hereby ratifies the Credit Agreement and acknowledges and reaffirms (a) that it is bound by all terms of the Credit Agreement applicable to it and (b) that it is responsible for the observance and full performance of its respective Credit Party Obligations.

4.4 Credit Document. This Amendment shall constitute a Credit Document under the terms of the Credit Agreement.

4.5 Expenses. The Borrowers agree to pay all reasonable costs and expenses of the Administrative Agent in connection with the preparation, execution and delivery of this Amendment, including without limitation the reasonable fees and expenses of the Administrative Agent's legal counsel.

4.6 Further Assurances. The Credit Parties agree to promptly take such action, upon the request of the Administrative Agent, as is necessary to carry out the intent of this Amendment.

4.7 Entirety. This Amendment and the other Credit Documents embody the entire agreement among the parties hereto and supersede all prior agreements and understandings, oral or written, if any, relating to the subject matter hereof.

4.8 Counterparts; Telecopy. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart to this Amendment by telecopy or other electronic means shall be effective as an original and shall constitute a representation that an original will be delivered.

4.9 No Actions, Claims, Etc. As of the date hereof, each of the Credit Parties hereby acknowledges and confirms that it has no knowledge of any actions, causes of action, claims, demands, damages and liabilities of whatever kind or nature, in law or in equity, against the Administrative Agent, the Lenders, or the Administrative Agent's or the Lenders' respective officers, employees, representatives, agents, counsel or directors arising from any action by such Persons, or failure of such Persons to act under the Credit Agreement on or prior to the date hereof.

4.10 GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

4.11 Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4.12 Consent to Jurisdiction; Service of Process; Waiver of Jury Trial. The jurisdiction, service of process and waiver of jury trial provisions set forth in Sections 9.13 and 9.16 of the Credit Agreement are hereby incorporated by reference, *mutatis mutandis*.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

BORROWERS: **VOXX INTERNATIONAL CORPORATION,**
a Delaware corporation, as the Company

By: /s/ Charles M. Stoehr
Name: Charles M. Stoehr
Title: CFO/Senior Vice President

VOXX ACCESSORIES CORP., a Delaware corporation, as a Borrower

By: /s/ :Loriann Shelton
Name: Loriann Shelton
Title: CFO/Vice President/Treasurer

AUDIOVOX ELECTRONICS CORPORATION, a Delaware corporation, as a Borrower

By: /s/ :Loriann Shelton
Name: Loriann Shelton
Title: CFO/Secretary/Treasurer

AUDIOVOX CONSUMER ELECTRONICS, INC., a Delaware corporation, as a Borrower

By: /s/ :Loriann Shelton
Name: Loriann Shelton
Title: CFO/Secretary/Treasurer

AUDIOVOX ATLANTA CORP., a Georgia corporation, as a Borrower

By: /s/ Charles M. Stoehr
Name: Charles M. Stoehr
Title: Vice President

CODE SYSTEMS, INC., a Delaware corporation, as a Borrower

By: /s/ Charles M. Stoehr
Name: Charles M. Stoehr
Title: Chief Financial Officer

GUARANTORS: **ELECTRONICS TRADEMARK HOLDING COMPANY, LLC,** a Delaware corporation

By: /s/ Chris Lis Johnson
Name: Chris Lis Johnson
Title: Secretary

TECHNUITY, INC., an Indiana corporation

By: /s/ :Loriann Shelton
Name: Loriann Shelton
Title: Secretary

OMEGA RESEARCH AND DEVELOPMENT TECHNOLOGY LLC, a Delaware limited liability company

By: /s/ :Loriann Shelton
Name: Loriann Shelton
Title: Secretary

LATIN AMERICA EXPORTS CORP., a Delaware corporation

By: /s/ Chris Lis Johnson
Name: Chris Lis Johnson
Title: Secretary

KLIPSCH HOLDING LLC, a Delaware limited liability company

By: /s/ Charles M. Stoehr
Name: Charles M. Stoehr
Title: Vice President/Secretary

KD SALES, LLC, an Indiana limited liability company

By: /s/ T. Paul Jacobs
Name: T. Paul Jacobs
Title: Chief Operating Officer

AUDIOVOX WEBSALES LLC, a Delaware limited liability company

By: /s/ :Loriann Shelton
Name: Loriann Shelton
Title: Vice President/Secretary

AUDIOVOX LATIN AMERICA LTD., a Delaware corporation

By: /s/ Charles M. Stoehr
Name: Charles M. Stoehr
Title: Vice President

AUDIOVOX INTERNATIONAL CORP., a Delaware corporation

By: /s/ Charles M. Stoehr
Name: Charles M. Stoehr
Title: Vice President

AUDIOVOX COMMUNICATIONS CORP., a Delaware corporation

By: /s/ Charles M. Stoehr
Name: Charles M. Stoehr
Title: Vice President/Treasurer

AUDIOVOX GERMAN CORPORATION, a Delaware corporation

By: /s/ Charles M. Stoehr
Name: Charles M. Stoehr
Title: CFO/Vice President

AUDIOVOX ASIA INC., a Delaware corporation

By: /s/ Charles M. Stoehr
Name: Charles M. Stoehr
Title: Vice President/Secretary/Treasurer

CAR COMMUNICATION HOLDING GMBH,a Gesellschaft mit beschränkter Haftung under the laws of the Federal Republic of Germany

By: /s/ Charles M. Stoehr
Name: Charles M. Stoehr
Title: Managing Director

HIRSCHMANN CAR COMMUNICATION GMBH, a Gesellschaft mit beschränkter Haftung under the laws of the Federal Republic of Germany

By: /s/ Charles M. Stoehr
Name: Charles M. Stoehr
Title: Managing Director

HIRSCHMANN CAR COMMUNICATION KFT., a limited liability corporation (*Korlátolt Felelõsségû Társaság*) organized under the laws of Hungary

By: /s/ Peter Inzenhofer
Name: Peter Inzenhofer
Title: Managing Director

AUDIOVOX VENEZUELA C.A., a company organized under the laws of Venezuela

By: /s/ Charles M. Stoehr
Name: Charles M. Stoehr
Title: Vice President

AUDIOVOX MEXICO, S DE RL DE CV, a company organizad under the laws of Mexico

By: /s/ Charles M. Stoehr
Name: Charles M. Stoehr
Title: Board of Managers

KLIPSCH GROUP EUROPE, B.V., a private company with limited liability with its corporate seat in Leiden, the Netherlands

By: /s/ T. Paul Jacobs
Name: T. Paul Jacobs
Title: Chief Operating Officer

AUDIO PRODUCTS INTERNATIONAL CORP., a corporation formed under the laws of Province of Ontario

By: /s/ T. Paul Jacobs
Name: T. Paul Jacobs
Title: President

AUDIOVOX CANADA LIMITED, a corporation formed under the laws of Province of Ontario

By: /s/ Charles M. Stoehr
Name: Charles M. Stoehr
Title: Vice President

AUDIOVOX ADVANCED ACCESSORIES GROUP LLC, a Delaware limited liability company

By: /s/ :Loriann Shelton
Name: Loriann Shelton
Title: Vice President/Secretary/Treasurer

ADMINISTRATIVE AGENT: **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as a Lender and as Administrative Agent

By: /s/ Edward P. Nallan, Jr.
Name: Edward P. Nallan, Jr.
Title: Senior Vice President

LENDERS:

Fifth Third Bank,
as a Lender

By: /s/ Neil Kiernan
Name: Neil Kiernan
Title: Vice President

HSBC Bank USA, N.A.,
as a Lender

By: /s/ William Conlan
Name: William Conlan
Title: Vice President

Citibank, N.A.,
as a Lender

By: /s/ Stuart N. Berman
Name: Stuart N. Berman
Title: Vice President

RBS Citizens, N.A.,
as a Lender

By: /s/ Hassan Sayed
Name: Hassan Sayed
Title: Vice President

People's United Bank,
as a Lender

By: /s/ Matthew Harrison
Name: Matthew Harrison
Title: Assistant Vice President

Sovereign Bank, N.A.,
as a Lender

By: /s/ Christine Gerula
Name: Christine Gerula
Title: Senior Vice President

Capital One, National Association,
as a Lender

By: /s/ Jed Pomerantz
Name: Jed Pomerantz
Title: Senior Vice President

Exhibit 8.10

Form of Consent to Sale of Receivables

(See Attached)

WELLS FARGO BANK, NATIONAL ASSOCIATION
Supply Chain Finance Group
9th Floor, Mail Code 01053-091
301 South College Street
Charlotte, North Carolina 28202
___________, 2013

Wells Fargo Bank, N.A.
____
____
____

Re: Consent to Sale of Receivables

Ladies and Gentlemen:

Wells Fargo Bank, National Association, a national banking association, through its Supply Chain Finance Group (together with its successors and assigns, "SCFG") has been advised that Voxx International Corporation, a Delaware corporation (together with its successors and assigns, "Seller") has entered into financing arrangements with Wells Fargo Bank, N.A. (together with its successors and assigns “Agent”) and a syndicate of lenders (“Lenders”). Under such arrangements Agent, for the benefit of itself, the Lenders and certain other secured parties, has a security interest in the inventory, receivables and other related assets of Seller.

Seller may from time to time offer to sell accounts and related assets (as defined on Exhibit A, the "Purchased Assets") to SCFG arising from sales of goods or services by Seller to Wal-Mart Stores, Inc. , a Delaware corporation, and Sam’s West, Inc., an Arkansas Corporation and such of its subsidiaries and affiliates as SCFG may in writing identify to Seller as a Buyer from time to time (together with its successors and assigns, "Buyer") and SCFG may from time to time purchase such accounts and related assets offered to it by Seller. The Purchased Assets are to be purchased by SCFG pursuant to that certain Receivables Purchase Agreement (the “Receivables Purchase Agreement”) dated ______________, 2013, free and clear of any security interests, liens, charges, claims, pledges or other encumbrances (any of the same being referred to as a “Lien”).

Agent hereby consents to the sale of the Purchased Assets by Seller to SCFG pursuant to the Receivables Purchase Agreement and agrees that such sale shall not be in violation of the agreements of Seller with Agent or give rise to any default under such agreements. Effective upon the payment to Agent by SCFG of the purchase price for any Purchased Assets in accordance with the payment instructions set forth in the immediately following paragraph, Agent releases, automatically and without any further action, all Liens and any other interest or claim of Agent in or to such Purchased Assets. Nothing contained in this paragraph shall be deemed to constitute a release by Agent of its Liens on the proceeds received by Seller from or on behalf of SCFG for the sale of the Purchased Assets pursuant to the Receivables Purchase Agreement or any Liens Agent may have in any accounts or other assets that are not transferred to SCFG or that are required to be repurchased by Seller at any time.

Seller hereby directs SCFG to pay all amounts to which Seller is entitled under the terms of the Receivables Purchase Agreement between SCFG and Seller to the deposit account set forth on Exhibit B hereto. Such instructions shall be irrevocable and shall remain in effect until Agent (or Seller with the written approval of Agent) has notified SCFG in writing that such deposit account has been changed or Agent has notified SCFG in writing that the obligations under the financing arrangements between Seller and Agent have been paid in full in cash and all commitments of Agent to extend credit have been terminated. Seller hereby irrevocably authorizes SCFG to follow such payment directions of Agent without making any inquiry as to the authority of Agent to give any such payment directions and SCFG shall have no liability whatsoever for following any such payment directions.

Agent's employees responsible for administration of Seller's credit facility shall be permitted to access the SCFG internet platform to confirm the name of the Buyer and the amount of the Purchased Assets. Agent shall safeguard and keep confidential, and put into effect and maintain commercially reasonable security measures to safeguard and keep confidential, access to the SCFG platform and all information derived from the SCFG platform. Seller hereby irrevocably authorizes each of Agent and SCFG at all times to share with each other all information in their possession from time to time concerning any of the Receivables Purchase Agreement and the credit facility with Agent, and Seller, its financial condition and business prospects, and the accounts of Seller.

Agent authorizes and agrees that SCFG may file UCC amendments in the form attached to this agreement as Exhibit C to evidence the release and termination of the Liens of Agent as provided for above in any Purchased Assets and that the foregoing shall constitute the irrevocable authorization and direction for such filings. Upon SCFG's request, at Seller's expense, Agent will execute and deliver any other documents or instruments that may be reasonably requested by SCFG in order to evidence the release provided above.

This agreement shall become effective on the date set forth above upon its execution by each of the parties hereto and thereafter shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors and assigns. The successors and assigns for Seller shall include a debtor-in-possession or trustee of such party. This agreement shall be applicable both before and after the filing of any petition by or against Seller under the U.S. Bankruptcy Code and all converted or succeeding cases in respect thereof and its validity, interpretation and enforcement shall be governed by the internal laws of the State of New York but excluding any principles of conflict of laws or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York. Each party hereto irrevocably consents and submits to the non-exclusive jurisdiction of the Supreme Court of the State of New York in New York County and the United States District Court for the Southern District of New York and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this agreement. This agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original but all of which when taken together shall constitute one and the same agreement. In making proof of this agreement, it shall not be necessary to produce or account for more than one counterpart hereof signed by each of the parties hereto. EACH PARTY HERETO HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CAUSE OF ACTION ARISING UNDER OR RELATED TO THIS AGREEMENT.

Very truly yours,

WELLS FARGO BANK, NATIONAL ASSOCIATION
Supply Chain Finance Group

By: ______________________________
Name:
Title:

Agreed and Accepted:

WELLS FARGO BANK, NATIONAL ASSOCATION
____

By: ______________________________
Name:
Title:

Voxx International Corporation

By: ______________________________
Name:
Title:

EXHIBIT A
TO
CONSENT TO SALE OF RECEIVABLES

Definition

The term "Purchased Assets" means all present and future accounts owing and payable by a Buyer to Seller arising pursuant to the sale by Seller of goods or services to such Buyer that are at any time purchased by SCFG (each a "Purchased Receivable"), together with (a) all rights, but not any obligations, under all related invoices, purchase orders or other agreements between Seller and Buyer with respect to such Purchased Receivables; (b) all documents, instruments and chattel paper arising pursuant to or otherwise evidencing such Purchased Receivables;(c) all returned, repossessed or reclaimed inventory or goods, if any, the sale of which gave rise to any such Purchased Receivables, and all rights to reclaim, repossess, and demand return of such inventory or goods;(d) all commercial tort claims or any other claims arising with respect to any such Purchased Receivables;(e) all related invoices, purchase orders or other agreements between Seller and Buyer evidencing such Purchased Receivables and such other documents of Seller reasonably determined by SCFG to be necessary for the efficient collection of Purchased Receivables that have not been paid by the due date thereof, including as appropriate, credit memos, ledger cards, bills of lading and other shipping evidence, statements, correspondence, and other data relating to any such Purchased Receivables or any Buyer;(f) all funds which are received by Seller or SCFG in payment of any amounts owed in connection with any such Purchased Receivables; and (g) all proceeds of the foregoing, in any form, including insurance proceeds and all claims against third parties for loss or damage to or destruction of or other involuntary conversion of any kind or nature of any or all of the foregoing.

EXHIBIT B

TO

CONSENT TO SALE OF RECEIVABLES

Payment Instructions

Wells Fargo Bank, N.A.

Account: _________________

ABA: __________________

Address: ___________________

____

EXHIBIT C

TO

CONSENT TO SALE OF RECEIVABLES

UCC FINANCING STATEMENT ADDENDUM

SELLER/DEBTOR:

PURCHASER/SECURED PARTY:

The “Purchased Assets” shall mean the following assets and properties purchased by Wells Fargo Bank, National Association, a national banking association, as purchaser (together with any successors and assigns, “Purchaser”) from Voxx International Corporation , a Delware corporation, as seller (together with any successors and assigns, “Seller”), pursuant to the Receivables Purchase Agreement, dated as of January 19, 2012, by and between Seller and Purchaser (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the “Receivables Purchase Agreement”):

1. all present and future accounts owing and payable by a Buyer to Seller arising pursuant to the sale by Seller of goods or services to such Buyer (“Purchased Receivables”);

2. together with (a) all rights, but not any obligations, under all related invoices, purchase orders or other agreements between Seller and Buyer with respect to such Purchased Receivables; (b) all documents, instruments and chattel paper arising pursuant to or otherwise evidencing such Purchased Receivables;(c) all returned, repossessed or reclaimed inventory or goods, if any, the sale of which gave rise to any such Purchased Receivables, and all rights to reclaim, repossess, and demand return of such inventory or goods;(d) all commercial tort claims or any other claims arising with respect to any such Purchased Receivables;(e) all related invoices, purchase orders or other agreements between Seller and Buyer evidencing such Purchased Receivables and such other documents of Seller reasonably determined by Purchaser to be necessary for the efficient collection of Purchased Receivables that have not been paid by the due date thereof, including as appropriate, credit memos, ledger cards, bills of lading and other shipping evidence, statements, correspondence, and other data relating to any such Purchased Receivables or any Buyer;(f) all funds which are received by Seller or Purchaser in payment of any amounts owed in connection with any such Purchased Receivables; and (g) all proceeds of the foregoing, in any form, including insurance proceeds and all claims against third parties for loss or damage to or destruction of or other involuntary conversion of any kind or nature of any or all of the foregoing.

As used in this Addendum, the term “Buyer” shall mean Wal-Mart Stores, Inc. a Delaware corporation and Sam’s West, Inc. an Arkansas corporation and such of its subsidiaries and affiliates as Purchaser may in writing identify to Seller as a Buyer from time to time, together with its and their successors and assigns. As used herein “Agent” shall mean Wells Fargo Bank, N.A. in its capacity as agent for a syndicate of lenders, together with its successors and assigns, including any replacement agent.

FOR IMMEDIATE RELEASE

VOXX INTERNATIONAL CORPORATION REPORTS
FISCAL 2013 FOURTH QUARTER AND YEAR-END RESULTS

FY13 Highlights:

- Sales increased 18.2%, driven by the Hirschmann acquisition, increases in Mobile OEM and Premium Audio.
- Company reports net income of $22.5 million or $0.95 per diluted share; free cash flow of $30.0 million.
- EBITDA of $60.4 million, increased $5.6 million; Adjusted EBITDA of $67.5 million, increased $6.8 million.

HAUPPAUGE, NY — May 14, 2013 – VOXX International Corporation (NASDAQ: VOXX), today announced financial results for its fiscal 2013 fourth quarter ended February 28, 2013.

Commenting on the Company's performance, Pat Lavelle, President and CEO stated, "We had one of the most successful years in our Company's history, despite the challenges we and most companies continue to experience given the struggling global markets. While our international operations were impacted, mostly in the Eurozone, domestically, we performed ahead of expectations. The strategy we embarked on is working and we are anticipating modest improvements in Fiscal 2014 in our sales, margins, net income and EBITDA. Moving in to the following year, barring any unforeseen changes, we should be even better positioned to grow organically, drive bottom-line performance and generate meaningful returns for our shareholders. I remain very optimistic with our market positions and outlook."

Fiscal Year Comparisons
Net sales for the fiscal year ended February 28, 2013 were $835.6 million, an increase of 18.2% compared to net sales of $707.1 million reported in the fiscal year ended February 29, 2012.

Automotive sales were $427.0 million in fiscal 2013, an increase of 43.7% over $297.1 million reported in the comparable period last year. Driving this increase was the addition of Hirschmann sales, increases in OEM manufacturing due to several ongoing programs and the launch of new programs with Ford and Nissan in the second quarter of fiscal 2013, as well as from new product launches. Weakness in Europe and declines in select aftermarket categories, such as mobile audio and satellite radio fulfillment sales, partially offset the year-over-year increases.

Premium Audio sales were $193.0 million in fiscal 2013, an increase of 0.8% over $191.4 million reported in the comparable period last year. The Company experienced growth in its domestic operations, primarily in the headphone and soundbar product categories. This growth was partially offset by sales declines in the European business as a result of the European economic environment.

Consumer Accessories sales were $214.3 million in fiscal 2013, a decrease of 0.6% as compared to $215.6 million reported in the comparable period last year. The small decline was primarily related to lower sales in our international markets as a result of European market conditions, and the Company's decision to exit lower margin product categories throughout the year. The Accessories group posted strong gains in its domestic operations due to the growth in new product sales for wireless speakers, portable power lines and power supply systems.

As a percentage of sales for the fiscal year ended February 28, 2013, Automotive represented 51.1%, Premium Audio 23.1% and Consumer Accessories, 25.6%. As a percentage of net sales for the fiscal year ended February 29, 2012, Automotive represented 42.0%, Premium Audio 27.1% and Consumer Accessories 30.5%.

The gross margin for the year ended February 28, 2013 was 28.3%, a decrease of 40 basis points as compared to 28.7% for the same period last year. The small decrease in gross margin was due primarily to product mix, lower sales of certain higher margin international products such as premium audio and car speakers, costs associated with the shifting of our Asia warehouse facility, increased inventory provisions, and unfavorable swings between hedged costs and related sales. Despite lower year-over-year comparisons, gross margins came in slightly above prior forecasts. Positively impacting margins for the comparable fiscal years was the addition of Hirschmann, increased sales of OEM related products, the net impact of the currency devaluation in Venezuela, and higher margin consumer accessory sales.

Operating expenses for the fiscal year ended February 28, 2013 were $195.1 million, an increase of $36.0 million over $159.1 million reported in the comparable fiscal 2012 period. This increase was due primarily to our acquisition of Hirschmann, which accounted for $43.0 million of operating expenses for the 2013 fiscal year, as well as higher advertising expenses. Excluding Hirschmann, operating expenses for the comparable fiscal year declined $7.0 million or 4.4%.

The Company reported operating income of $41.7 million for the year ended February 28, 2013 compared to operating income of $43.9 million in the comparable year ago period. Net income in fiscal 2013 was $22.5 million or net income per diluted share of $0.95 as compared to net income of $25.6 million and net income per diluted share of $1.10 for the fiscal year ended February 29, 2012. Net income in fiscal 2013 was unfavorably impacted by losses on forward exchange contracts and a decrease in European sales, offset by the addition of Hirschmann, an increase in domestic sales and a net foreign currency gain related to the devaluation of the bolivar fuerte in Venezuela. Fiscal 2012 net income was favorably impacted by the addition of Klipsch.

Earnings before interest, taxes, depreciation and amortization (EBITDA) for the year ended February 28, 2013, was $60.4 million as compared to EBITDA of $54.8 million for the comparable period in fiscal 2012, an increase of $5.6 million. Taking into account stock-based compensation, net settlement charges related to the patent litigation, Asia restructuring charges, settlement recoveries at Klipsch, acquisition related costs, and losses on foreign exchange contracts as a result of the Hirschmann acquisition, the Company reported Adjusted EBITDA of $67.5 million in fiscal 2013 as compared to $60.7 million in the comparable fiscal year period, an improvement of $6.8 million. Diluted adjusted EBITDA per common share for the year ended February 28, 2013 was $2.86 as compared to $2.61 for the same period in fiscal 2012.

Lavelle continued, “We’re operating lean and we’re investing in our infrastructure, which will result in meaningful savings for the Company. We’ve expanded and broadened our retail distribution and believe our commercial business will expand further in Fiscal ’14. While our domestic aftermarket business has declined, primarily due to satellite radio and mobile audio, our OEM business is growing and we were recently awarded several new domestic and international OEM programs, which positions us well for the future. VOXX is a different company – our technical capabilities and resources have never been stronger and with 280 engineers on staff, we are creating technology for the future. We still have some near-term headwinds ahead of us in the global markets, but we’re well positioned to work through these issues and continue to improve companywide performance.”

Fiscal Fourth Quarter Comparisons

Net sales for the fiscal 2013 fourth quarter were $206.8 million, an increase of 17.1% over net sales of $176.6 million reported in the comparable year-ago period. Net sales were favorably impacted by the addition of Hirschmann, and increases in the Company’s domestic OEM manufacturing lines, in domestic accessories sales, and in Premium Audio, partially offset by weakness in the international markets, and the continued exit of lower margin products.

The gross margin for the fiscal 2013 fourth quarter was 29.8% as compared to 31.5% in the comparable quarter last year. Gross margins were primarily impacted by higher inventory provisions and the product mix, offset by higher margins in the consumer accessories segment.

Operating expenses were $49.7 million for the fiscal 2013 fourth quarter, an increase of $7.9 million over $41.8 million reported in the fiscal 2012 fourth quarter. The increase in operating expenses was due to the addition of Hirschmann and higher advertising fees, partially offset by lower occupancy costs and professional service fees for the comparable periods. Excluding the addition of Hirschmann, operating expenses were down approximately $3.0 million.

The Company reported net income of $10.3 million and net income per diluted share of $0.43 for the quarter ended February 28, 2013 as compared to net income of $10.9 million and net income per diluted share of $0.46 for the three months ended February 29, 2012.

EBITDA for the fiscal 2013 fourth quarter was $24.0 million, an increase of $6.4 million as compared to $17.6 million reported in the comparable year-ago period. Adjusting for stock-based compensation, net patent litigation settlement charges, losses on foreign currency exchange as a result of the Hirschmann acquisition, and acquisition related costs, Adjusted EBITDA for the fiscal 2013 fourth quarter was $18.4 million as compared to $18.6 million for the fiscal 2012 fourth quarter.

Non-GAAP Measures

Adjusted EBITDA and diluted adjusted EBITDA per common share are not financial measures recognized by GAAP. Adjusted EBITDA represents net income, computed in accordance with GAAP, before interest expense, taxes, depreciation and amortization, stock-based compensation expense, litigation settlements, restructuring charges and costs and foreign exchange gains or losses relating to our acquisitions. Depreciation, amortization, and stock-based compensation expense are non-cash items. Diluted adjusted EBITDA per common share represents the Company's diluted earnings per common share based on adjusted EBITDA.

We present adjusted EBITDA and diluted adjusted EBITDA per common share in this Form 10-Q because we consider them to be useful and appropriate supplemental measures of our performance. Adjusted EBITDA and diluted adjusted EBITDA per common share help us to evaluate our performance without the effects of certain

GAAP calculations that may not have a direct cash impact on our current operating performance. In addition, the exclusion of costs and foreign exchange gains or losses relating to our acquisitions, litigation settlements and restructuring charges allows for a more meaningful comparison of our results from period-to-period. These non-GAAP measures, as we define them, are not necessarily comparable to similarly entitled measures of other companies and may not be appropriate measures for performance relative to other companies. Adjusted EBITDA should not be assessed in isolation from or construed as a substitute for EBITDA prepared in accordance with GAAP. Adjusted EBITDA and diluted adjusted EBITDA per common share are not intended to represent, and should not be considered to be more meaningful measures than, or an alternative to, measures of operating performance as determined in accordance with GAAP.

Conference Call Information

The Company will be hosting its conference call on Wednesday, May 15, 2013 at 10:00 a.m. EDT. Interested parties can participate by visiting www.voxxintl.com, and clicking on the webcast in the Investor Relations section or via teleconference (toll-free number: 877-415-3183; international: 857-244-7326; pass code: 48588352). For those who will be unable to participate, a replay will be available approximately one hour after the call has been completed and will last for one week thereafter (replay number: 888-286-8010; international replay: 617-801-6888; pass code: 91586038).

About VOXX International Corporation

VOXX International Corporation (NASDAQ:VOXX) is the new name for Audiovox Corporation, a company that was formed over 45 years ago as Audiovox that has grown into a worldwide leader in many automotive and consumer electronics and accessories categories, as well as premium high-end audio. Through its wholly owned subsidiaries, VOXX International proudly is recognized as the #1 premium loudspeaker company in the world, and has #1 market positions in automotive video entertainment and remote starts, digital TV tuners and digital antennas. The Company's brands also hold #1 market share for TV remote controls and reception products and leading market positions across a wide-spectrum of other consumer and automotive segments.

Today, VOXX International is a global company….with an extensive distribution network that includes power retailers, mass merchandisers, 12-volt specialists and most of the world's leading automotive manufacturers. The company has an international footprint in Europe, Asia, Mexico and South America, and a growing portfolio, which is now comprised of over 30 trusted brands. Among the key domestic brands include Klipsch®, RCA®, Invision®, Jensen®, Audiovox®, Terk®, Acoustic Research®, Advent®, Code Alarm®, CarLink®, Excalibur® and Prestige®. International brands include Hirschmann Car Communication®, Klipsch®, Jamo®, Energy®, Mirage®, Mac Audio®, Magnat®, Heco®, Schwaiger®, Oehlbach® and Incaar™. The Company continues to drive innovation throughout all of its subsidiaries, and maintains its commitment to exceeding the needs of the consumers it serves. For additional information, please visit our Web site at www.voxxintl.com.

Safe Harbor Statement

Except for historical information contained herein, statements made in this release that would constitute forward-looking statements may involve certain risks and uncertainties. All forward-looking statements made in this release are based on currently available information and the Company assumes no responsibility to update any such forward-looking statement. The following factors, among others, may cause actual results to differ materially from the results suggested in the forward-looking statements. The factors include, but are not limited to risks that may result from changes in the Company's business operations; our ability to keep pace with technological advances; significant competition in the automotive, premium audio and consumer accessories businesses; our relationships with key suppliers and customers; quality and consumer acceptance of newly introduced products; market volatility; non-availability of product; excess inventory; price and product competition; new product introductions; foreign currency fluctuations and concerns regarding the European debt crisis; restrictive debt covenants; the possibility that the review of our prior filings by the SEC may result in changes to our financial statements; and the possibility that stockholders or regulatory authorities may initiate proceedings against VOXX International Corporation and/or our officers and directors as a result of any restatements. Risk factors associated with our business, including some of the facts set forth herein, are detailed in the Company's Form 10-K for the fiscal year ended February 29, 2012.

Company Contact:
Glenn Wiener, President
GW Communications
Tel: 212-786-6011
Email: gwiener@GWCco.com

VOXX International Corporation and Subsidiaries
Consolidated Balance Sheets
February 28, 2013 and February 29, 2012
(In thousands, except share data)

	February 28, 2013	February 29, 2012
Assets		
Current assets:		
Cash and cash equivalents	$ 19,777	$ 13,606
Accounts receivable, net	152,596	142,585
Inventory	159,099	129,514
Receivables from vendors	9,943	4,011
Prepaid expenses and other current assets	12,017	13,549
Income tax receivable	448	698
Deferred income taxes	3,362	3,149
Total current assets	357,242	307,112
Investment securities	13,570	13,102
Equity investments	17,518	14,893
Property, plant and equipment, net	76,208	31,779
Goodwill	146,680	86,069
Intangible assets, net	205,398	175,349
Deferred income taxes	924	796
Other assets	11,732	3,782
Total assets	$ 829,272	$ 632,882
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	$ 56,894	$ 42,026
Accrued expenses and other current liabilities	51,523	52,679
Income taxes payable	5,103	5,864
Accrued sales incentives	16,821	18,154
Deferred income taxes	178	515
Current portion of long-term debt	26,020	3,592
Total current liabilities	156,539	122,830
Long-term debt	148,996	34,860
Capital lease obligation	5,764	5,196
Deferred compensation	4,914	3,196
Other tax liabilities	9,631	2,943
Deferred tax liabilities	43,944	34,220
Other long-term liabilities	14,948	7,840
Total liabilities	384,736	211,085
Commitments and contingencies		
Stockholders' equity:		
Preferred stock	—	—
Common stock	254	250
Paid-in capital	283,971	281,213
Retained earnings	185,168	162,676
Accumulated other comprehensive loss	(6,497)	(3,973)
Treasury stock, at cost	(18,360)	(18,369)
Total stockholders' equity	444,536	421,797
Total liabilities and stockholders' equity	$ 829,272	$ 632,882

VOXX International Corporation and Subsidiaries
Consolidated Statements of Operations and Comprehensive Income
Years Ended February 28, 2013, February 29, 2012 and February 28, 2011
(In thousands, except share and per share data)

	Year Ended February 28, 2013	Year Ended February 29, 2012	Year Ended February 28, 2011
Net sales	$ 835,577	$ 707,062	$ 561,672
Cost of sales	598,755	504,107	437,735
Gross profit	236,822	202,955	123,937
Operating expenses:			
Selling	51,976	47,282	34,517
General and administrative	114,653	93,219	67,262
Engineering and technical support	26,971	15,825	11,934
Acquisition related costs	1,526	2,755	1,207
Total operating expenses	195,126	159,081	114,920
Operating income	41,696	43,874	9,017
Other (expense) income:			
Interest and bank charges	(8,288)	(5,630)	(2,630)
Equity in income of equity investee	4,880	4,035	2,905
Other, net	(2,633)	(3,387)	3,204
Total other (expenses) income, net	(6,041)	(4,982)	3,479
Income from operations before income taxes	35,655	38,892	12,496
Income tax expense (benefit)	13,163	13,243	(10,535)
Net income	22,492	25,649	23,031
Other comprehensive income (loss):			
Foreign currency translation adjustments	(1,281)	(1,153)	795
Derivatives designated for hedging	(174)	(131)	238
Reclassification adjustment of other-than-temporary impairment loss (gain) on available-for-sale investment into net income	—	1,225	1,600
Pension plan adjustments, net of tax	(1,031)	—	—
Unrealized holding gain (loss) on available-for-sale investment securities arising during the period, net of tax	(38)	(65)	796
Other comprehensive income (loss), net of tax	(2,524)	(124)	3,429
Comprehensive income	$ 19,968	$ 25,525	$ 26,460
Net income per common share (basic)	$ 0.96	$ 1.11	$ 1.00
Net income per common share (diluted)	$ 0.95	$ 1.10	$ 1.00
Weighted-average common shares outstanding (basic)	23,415,570	23,080,081	22,938,754
Weighted-average common shares outstanding (diluted)	23,617,101	23,265,206	23,112,518

VOXX International Corporation and Subsidiaries
Years Ended February 28, 2013, February 29, 2012 and February 28, 2011
(In thousands, except share and per share data)

Reconciliation of GAAP Net Income to Adjusted EBITDA and Adjusted Diluted Earnings per Common Share

	Fiscal 2013	Fiscal 2012	Fiscal 2011
Net income	$ 22,492	$ 25,649	$ 23,031
Adjustments:			
Interest expense and bank charges	8,288	5,630	2,630
Depreciation and amortization	16,446	10,295	7,865
Income tax expense (benefit)	13,163	13,243	(10,535)
EBITDA	60,389	54,817	22,991
Stock-based compensation	435	1,082	1,284
Net settlement charges related to MPEG suit	2,676	3,621	—
Klipsch settlement recovery	(1,015)	—	—
Asia restructuring charges	789	—	—
Acquisition related costs	1,526	2,755	1,207
Loss/(gain) on foreign exchange as a result of Hirschmann acquisition	2,670	(1,581)	—
Adjusted EBITDA	$ 67,470	$ 60,694	$ 25,482
Diluted earnings per common share	$ 0.97	$ 1.10	$ 1.00
Diluted adjusted EBITDA per common share	$ 2.86	$ 2.61	$ 1.10

THOMSON REUTERS STREETEVENTS

EDITED TRANSCRIPT

VOXX - Q4 2013 VOXX International Corporation Earnings Conference Call

EVENT DATE/TIME: MAY 15, 2013 / 02:00PM GMT

CORPORATE PARTICIPANTS

Glenn Wiener *GW Communications - IR*

Pat Lavelle *VOXX International Corporation - President, CEO*

Michael Stoehr *VOXX International Corporation - SVP, CFO*

CONFERENCE CALL PARTICIPANTS

Scott Tilghman *B. Riley & Co. - Analyst*

Ross Licero *Craig-Hallum Capital Group - Analyst*

PRESENTATION

Operator

Good day, ladies and gentlemen, and welcome to the Q4 2013 VOXX International Corporation's earnings conference call. My name is Marie, and I will be your operator for today.

At this time, all participants are in a listen-only mode. And we will conduct a question-and-answer session toward the end of this conference. (Operator Instructions). As a reminder, this call is being recorded for replay purposes.

And now I would like to turn the call over to today's host, Glenn Wiener. Please proceed.

Glenn Wiener - ***GW Communications*** - ***IR***

Thank you very much, and welcome to VOXX International's fiscal 2013 year-end results conference call. Today's call is being webcast on our website, www.voxxintl.com, and can be accessed in the Investor Relations section. We also have a replay available for those who are unable to join us.

With us today are Pat Lavelle, President and CEO, who is calling in from overseas; Michael Stoehr, Senior Vice President and Chief Financial Officer; and John Shalam, Chairman of the Board.

Before we begin, I would like to remind everyone that except for historical information contained herein, statements made on today's call and webcast that would constitute forward-looking statements are based on currently available information and the Company assumes no responsibility to update any such forward-looking statements. Risk factors associated with our business are detailed in our Form 10-K for the fiscal year ended February 28, 2013.

We will begin today's call with remarks from Pat; followed by Michael; and we will then open up the call for your questions. If you have any follow-up questions thereafter, please feel free to call my office. We will be more than happy to address them. We had a good year, and we're looking forward to an even better one next year.

And at this time, I would like to turn the call over to Mr. Pat Lavelle.

Pat Lavelle - ***VOXX International Corporation*** - ***President, CEO***

Thank you, Glenn, and good morning, everyone. I would like to start with a recap of our fiscal year performance and then provide background on some of our latest product offerings and programs, and conclude with remarks on our fiscal 2014 outlook. Mike will then follow my remarks with more financial details.

Despite the challenges we and most companies continue to experience, given the struggling global markets, we had one of the most successful years in the Company's history. Actually, posting the third-highest bottom-line results. Gross sales came in at $933 million, with net sales after returns and NDF funds at $835.6 million.

Gross margins were 28.3%, which was in line with our prior guidance. Our EBITDA was $60.7 million, and our adjusted EBITDA was $67.7 million, which is higher than our prior statements, and due to the strength of our fourth quarter.

We also generated free cash of $30 million in fiscal 2013. On one hand, our domestic operations performed to expectations and, in some cases, ahead, as we continue to see strong growth in our OEM and modest growth in Premium Audio and Accessories. This growth was somewhat offset by softness in the automotive aftermarket and weakness internationally in the Eurozone countries.

Those issues, along with our SKU rationalization, translate to the following full-year topline impact -- $11.9 million in lower-margin products we exited throughout the year; $17.6 million, related solely to the euro translation; and $16.7 million in international sales that came in below forecast, excluding Hirschmann.

As I announced last quarter, and as you saw from our release and 10-K, we have changed our reporting structure and will now be providing financial details in three segments -- Automotive, Premium Audio, and Consumer Accessories. The Automotive segment includes our domestic and international aftermarket and OEM business. The OEM group includes sales from Code Systems, Invision, Hirschmann and Incaar. And the aftermarket is made up primarily of sales from Jensen, Advent, Code Alarm, Audiovox, Mac Audio, and others.

Domestically, the bulk of our sales are in rear-seat entertainment, security and remote starts, satellite radio, call audio, and a growing automotive electronics group. Internationally, sales are in antennas, digital TV tuners, rear-seat entertainment, and car audio.

For the comparable fiscal year our Automotive segment was up 43.7%, driven by the addition of Hirschmann. Domestically, OEM sales had a soft first half as we transitioned to new programs. And, as anticipated, we saw a significant pickup in those sales in the second half as we launched the new Ford and Nissan programs. We expect we will continue to see growth in our OEM sales.

The domestic car market remains healthy, and projections now call for seasonally adjusted rate of just under 15 million in the US. In fact, March marked the best month for car sales since before the recession; with Ford, Chrysler, Toyota, GM, and Nissan all reporting increases. April sales numbers came in a little below industry forecast, but still much stronger than the 14.1 million rate at this time last year. And the Detroit's big three all posted higher sales amid rising demand for larger vehicles such as SUVs, which are in our sweet spot.

Automotive international sales are where we continue to feel the greatest impact on the short-term. We do believe we have seen the worst, as our OEM customers have re-forecast demand to more realistic numbers. However, based on the volatility in Europe, I'm going to remain cautious near-term.

With the acquisition of Hirschmann, we significantly increased our capabilities as an OE supplier. And with many projects currently in development, as well as a number of recent project awards, we believe the Automotive business gives us one of our strongest growth areas for years to come.

Besides the existing TV tuner, remote start, security, rear-seat entertainment, and digital antenna business, which we expect will continue to grow, we have secured a 5-year $160 million contract with Daimler-Benz; and a contract with Jaguar Land Rover to build multi-digital tuner modules for their next multimedia head units. Production starts in 2016 and 2014, respectively. This technology offers tremendous savings to the carmakers, and we believe this contract will be the first of many.

In addition, over the last few months we have been awarded several new projects from major OEs including Ford, GM; the development of a new multimedia connectivity-based rear-seat entertainment solution for a premium vehicle; as well as a seat-top DVD rear-seat entertainment system with smartphone connectivity for their accessory business.

For Nissan, rear-seat entertainment for the Affinity QX60 vehicle; for Jaguar and Land Rover, the development of a software project for automotive TV; and for Ford Motor Company, a customized Ford and Lincoln-specific versions of a remote start keyless entry and security smartphone app; and hardware for premium [port] in Lincoln vehicles.

In addition, the we have recently won several new OE contracts. Unfortunately, I am not at liberty to share details on them; however, I will do so on future calls. With the exception of Ford, which has just launched, the effect of most of these new programs will not be felt in fiscal 2014. But I believe that these programs are indicative of the potential for our global Automotive business.

For fiscal 2014, although we see growth in certain parts of our Automotive business, we are projecting a soft first half of aftermarket sales. And we're anticipating a decline in aftermarket satellite radio sales, as more and more cars come equipped with satellite radio.

For the year, we expect OEM to increase, which will be a positive for margins. And we expect aftermarket sales to reverse a declining trend, based on new products coming to market. Some potential drivers include the telematics category, as Car Connection rolls out throughout the year. Other new programs include the CES-introduced Qi charging cradle; a new Android-based rear-seat entertainment system; Siri voice control for select vehicles; and a new OE style radios.

We maintain first-mover advantage with the mobile content venture. Though the launch date has been pushed back to the fourth quarter, we remain just as bullish on the opportunities Dyle TV will deliver once this product hits the market.

In Premium Audio, our Premium Audio segment includes the high-end speaker lines Klipsch, Jamo, Energy, Magnat and Heco. Fiscal 2013, we reported sales of $193 million, which is up slightly from the prior year. Similar to the Automotive segment, our domestic business was strong. And we saw some weakness in the Eurozone countries which offset this growth.

Domestically, Klipsch has expanded distribution across all its brands, and its headphone and sound bar categories are growing. Klipsch continues to lead across all distribution, with the S4, S4i product families, and continues its expansion into the action sports world with the S4i Rugged and the A5i Lifestyle products.

We continue to add to our ear and over-ear headphone line, adding to the passive and noise canceling line with mode passive; and the youth-oriented [Ego] model, scheduled for the early fall.

In sound bars, Klipsch and Energy hold the number-one spot at Best Buy and Magnolia, with the Klipsch SB 1 and the Power Bar Elite. In addition, Klipsch and Energy will deliver two sound-based products this fall to further support the high-performance consumer demand, with simple plug-and-play solutions the consumer want.

We support the continued expansion into the connected lifestyle experience. The new Klipsch music centers have launched the first of three Bluetooth models that deliver high-performance sound and portability. This year, we plan to focus more resources on the professional and commercial markets. We have a solid base of business with customers like Hard Rock Hotel; Margaritaville restaurants; theater chains like Cinepolis, Regal Cinemas, and Lumiere Pavilions in China.

There are opportunities to expand our commercial footprint both in the US and Europe, and we believe we are well positioned to do so. Overall, we believe our Premium Audio business will be the biggest growth driver in fiscal 2014, with a growth rate of approximately 9%.

Our third segment, Consumer Accessories, consists primarily of RCA, Acoustic Research and Terk domestically; and Schwaiger and Oehlbach in Europe. We sell a host of products -- remote controls; reception products; wireless speakers and sound systems; a strong power and charging portfolio; and select digital consumer products.

Domestically, we hold the number-one market share for unit sales of universal remotes. We are number-one in both dollars and units for reception products, and number-one in outdoor wired and wireless speaker unit sales.

In fiscal 2013, we posted sales of $214.3 million, nearly flat with last year. Our domestic sales were up 2.8%, driven by strong revenue and reception products, and solid growth in the wireless portable charging products like our wall plate line.

Expanded distribution also aided the increase as we added a number of home furnishing do-it-yourself chains, discount stores, and drug chains as customers both in the United States and Europe. New AR wireless speakers were launched at Lowe's, Bed Bath & Beyond, Home Depot, HHGregg, Fry's, P.C. Richard, and RadioShack. Three of those are new distribution partners.

In Europe we have entered into a three-year agreement with Saturn for AV accessories. Saturn is a leading German retailer that belongs to the METRO group, the largest electronic retailer in Europe.

New RCA charging products continue to gain distribution and consumer acceptance, and we have several new products slated for launch in Q3 that include multiple port wall plate chargers, and which are a top consumer demand charging product now that most households have more than six devices all needing charging.

Bluetooth speakers and new SoundFlow audio products are scheduled for the third quarter. And we continue the development on a streaming-enabled digital antenna to provide the best value in TV entertainment; and we'll have additional information on these products on future calls.

We are projecting that sales for the Consumer Accessories group will likely be close to this year's for these reasons -- we will continue to exit certain lower-margin product categories, as we have been doing consistently over the last several years in an effort to increase profit margins. This year, we have exited camcorders and reduced the SKU count in conventional MP3, as they no longer are a profit or a sales driver for us. As result, I expect that we will be removing approximately $20 million to $25 million of products from our mix. However, there is no inventory risk associated with this exit.

Softness throughout Europe and Germany still persist and we expect this will have a negative to neutral effect on our German accessories operation. We also have a number of programs in presentation and approval stages right now that could result in improved numbers for the Group. Keep in mind, and when I say overall flat sales in Consumer Accessories, if you remove the categories that we have planned to exit, our accessory products show an approximate 10% growth rate.

In summary, we did a little over $835 million in sales in fiscal 2013, and we are estimating approximately $840 million in fiscal 2014. Automotive will be approximately $413 million; Premium Audio will be approximately $210 million; and Consumer Accessories will be approximately $216 million.

We posted EBITDA of $60.4 million, and adjusted EBITDA of $67.5 million. And we generated free cash of $30 million in fiscal 2013. Our current budget calls for fiscal 2014 EBITDA of $62 million, but better free cash flow of approximately $37 million. And gross margins should come in at 28.8%.

This projection takes into account, again, at minimum, $20 million of lower-margin commoditized products that we are exiting. While we still maintain a healthy business and are named the exclusive aftermarkets supplier to Sirius XM, this product category continues shifting from the aftermarket to the OE side.

And we're anticipating a $14 million decline in sales for fiscal 2014; anticipated weakness in the Eurozone throughout the year; with modest increase in the second half versus the first. And there is also approximately $12 million in sales through our Venezuelan operation that we have not projected, due to the uncertainties in the country's economic policies, as there is currently no mechanism for the conversion of bolivar to dollars. Although we believe the situation is temporary, we have not projected sales in Venezuela for fiscal 2014.

All this considered, we expect our business to be up modestly this year on a consolidated basis. But when you factor in $45 million-plus for a commodity products, satellite radio, and Venezuela, I think you would see that our other businesses continue to grow within the 5% to 6% range.

Our margins will trend upwards from fiscal 2013 approximately 50 basis points with the projected mix of products that we have slated for the year. And our goal remains to get our gross margins north of 30%. And that will come organically as well as from some smaller tuck-in acquisitions we may make.

We have expanded our retail distribution during the past year to a wider selection of retailers, and we will expand our commercial business further in fiscal 2014. We're operating lean, and we are investing in our infrastructure. We're in the process of rolling out our upgraded ERP system for our Klipsch and Invision businesses. Once complete in fiscal 2015, we anticipate a total savings in the neighborhood of $4 million as result of this upgrade and some facility consolidation.

Our technical capabilities and resources have never been stronger. We have moved the Company from an import distribution model to a leading manufacturer in our specific categories, with over 30% of our revenue produced in our own facilities. With 280 engineers and staff, we are creating technology -- our own technology -- for the future.

We have expanded our distribution globally. And although we have seen a significant rise in our total revenue; more importantly, we have increased margins by 46%, and nearly tripled EBITDA over the last three years.

And although we have room for improvement, I do believe the Company is headed in the right direction.

And with that, I will turn the call now over to Mike. And then, when he is done, we will open it up for questions. So, Mike?

Michael Stoehr - ***VOXX International Corporation - SVP, CFO***

Thanks, Pat. Good morning. With the change in our reporting structure, we have a lot of information to cover. I am going to tailor my remarks to the way we reported in our Form 10-K, and hopefully this will provide you with a better insight into our operations and performance.

We reported net sales of $385.6 million, an increase of $128.5 million, or 18.2%. Within this, Automotive sales were $427 million, up 43.7%, driven by the addition of Hirschmann and gains in our domestic OEM business, such as new programs with Ford and Nissan which began in the second quarter. We also got a pick up for new product sales, mobile iPad and iPod interfaces. Offsetting these increases were declines in domestic aftermarket for mobile audio and satellite radio products.

Internationally, Automotive sales were up due to Hirschmann, but down in the aftermarket due to slower car speaker sales in Europe. OEM products accounted for approximately 33% of total sales in fiscal 2013 versus 19% to 20% in fiscal 2011 and fiscal 2012.

Premium Audio sales were $193 million, up $1.6 million year-over-year, or 0.8%. Our sales of headphones increased by 14.4%. Sound bars, which is a relatively new category, was up over sevenfold. Offsetting these increases were the impact of Europe, where we had approximately a 19% decrease in sales.

Consumer Accessories sales were $214.3 million, down $1.3 million, or 0.6%. This number is a bit misleading, however, as the declines were due to us exiting lower-margin categories; almost $12 million in sales throughout the fiscal year.

Adjusting for this planned exit of these product lines, our domestic business was up 5% year-over-year, as much of the increase was driven by growth in the wireless speaker category and increased sales of portable power lines and power supply systems. Internationally, our sales declined 8.6%.

In fiscal year 2013, Automotive comprise 51.1% of our total sales; Premium Audio was 23.1%; and Consumer Accessories was 25.6%. This compares to 42% for Automotive; 27.1% for Premium; and 30.5% Consumer Accessories in fiscal year 2012.

Our five largest customers represented 28% of total sales, which is consistent with recent years, and one customer accounted for more than 10% of our sales. As Pat mentioned, the euro translation impacted our top line by approximately $17.6 million.

Our gross profit margins came in at 28.3% in fiscal year 2013, versus 28.7% in fiscal year 2012, slightly higher than our prior guidance, but down 40 basis points for the comparable periods. As we just reported, we now break out gross margin percentage for each of our business segments.

In the Automotive segment, our gross margins increased 220 basis points to 26.9%. This was primarily due to the acquisition of Hirschmann; higher sales of OEM-related products; and the net impact of the currency devaluation in Venezuela. Offsetting this increase was a decrease in sales of higher-margin car speakers in Europe, and unfavorable swings between hedge costs and related sales.

Gross margins in the Premium Audio segment declined 410 basis points to 33.9%. However, this is not a product sales related. It is primarily result of, one, higher inventory provisions, both for warranty; and the cost of moving our Asian warehouse facilities. The mix, given the impact of lower international sales in Europe, also impacted margins.

In our Consumer Accessories segment, we saw a 110 basis point increase to gross margins to 25.9%. This was all due to the product mix, as we sell fewer low-margin consumer products and more of our newer, higher-margin product lines such as wireless speakers and some of our charging and power products. The strong increases we are seeing domestically were offset somewhat by the European environment.

Margins should continue to trend upwards, and our goal remains to get our gross margins over 30%. Operating expenses of $195.1 million increased by $36 million; though, as a percentage of sales, increased marginally by 0.9%.

Excluding Hirschmann, operating expenses, which were $43 million -- our core overhead declined by $7 million or 4.4%, despite increases in advertising marketing to raise awareness of our product lines and expand both our distribution and consumer adoption. Excluding Hirschmann, the increases in operating expenses were partially offset by a reduction in our depreciation expense; headcount reduction in some of our other operating groups; lower commissions tied to net sales -- these are non-Hirschmann sales; lower occupancy costs, as we purchased the Klipsch headquarter in fiscal 2013; and lower professional fees, as patent lawsuits have ended.

We reported operating income of $41.7 million versus operating income of $43.9 million last fiscal year. Other net for fiscal year 2013 included net charges in connection with a patent suit of approximately $2.7 million; and losses on foreign exchange contracts of roughly $2.7 million, which were incurred with the Hirschmann acquisition. These charges were partially offset by, one, income recorded and related to the favorable settlements received by Klipsch of approximately $1.1 million; and rental income of approximately $1.1 million.

We recorded interest and bank charges for bank obligations of $8.3 million in fiscal year 2013 versus $5.6 million in fiscal year 2012, principally as a result of increased borrowings outstanding to fund the Hirschmann acquisition.

Equity and income of equity investees that was $4.9 million versus $4 million, a $900,000 year-over-year improvement, as our equity investees markets continue to improve.

We recorded an income tax expense of $13.2 million in both fiscal year 2013 and fiscal 2012. This is based on an effective tax rate of 37% in fiscal 2013; and 34% in fiscal 2012. I will address fourth-quarter impact on tax rates in our discussions of fourth quarter later on in this presentation.

We reported net income of $22.5 million, and net income per common share of $0.95 diluted in fiscal 2013, versus net income of $25.6 million, or $1.10 per diluted share, in fiscal year 2012.

Our EBITDA came in at $60.4 million versus $54.8 million in fiscal year 2012, an increase of $5.2 million. Adjusted EBITDA was $67.5 million versus $60.7 million in fiscal year 2012, an increase of $6.8 million.

The reconciliations are as follows -- one, in fiscal 2013 stock-based compensation was $435,000 versus $1.1 million in fiscal 2012. Two, net charges related to MPEG suit after a $7.1 million of settlements with our vendors, were $2.7 million in fiscal 2013 versus $3.6 million in fiscal year 2012. Three, we had $1 million in funds recovered as part of a Klipsch counterfeiting suit in fiscal year 2013 versus nothing in fiscal 2012. Four, this was mostly offset by Asian restructuring charges in fiscal 2013 of approximately $800,000 versus nothing last year. Five, we had $1.5 million in acquisition-related costs in fiscal 2013, and $2.8 million in fiscal 2012. And, finally, we had losses on foreign exchange contracts of $2.7 million in fiscal 2013 versus a gain of $1.6 million in fiscal 2012, a difference of roughly $4.3 million.

Taking everything into account, there were $7.1 million in adjustments to EBITDA in fiscal year 2013, and $5.9 million adjustments last fiscal year.

Now, we would like to address the fourth quarter. Our Form 10-K includes annual comparison for each of the segments based on our new reporting structure, but does not have detailed segment reporting on a quarterly basis yet. This will be reported on a go-forward basis beginning with our first-quarter report to you in July.

For the fourth quarter, on a consolidated basis only, we reported net sales of $206.8 million, up 17.1% over net sales of $176.6 million. The big increase was Hirschmann, which accounted for $37.7 million. Domestically, our Mobile OEM group rose for the quarter on the heels of a strong fourth-quarter at Invision for rear-seat entertainment system; and offset by declines in the aftermarket, satellite radio, and mobile audio.

We also experienced increases in our domestic Accessories and Premium Audio segments, offset by weakness in the Eurozone, which we have discussed. Overall sales at Klipsch, both domestically and abroad, were up in the fourth quarter.

Gross profit came in at 29.8% versus 31.5% in the fourth quarter last year. There was some activity in the gross profit for both the fourth quarter of 2013 and the fourth quarter of 2012. This year's fourth quarter was adjusted for increased inventory provisions and a customer claim. This claim is the result of a negotiation in which the vendor, customer and VOXX participated in.

Within both of these events -- without both of these events, gross profit would have been 30.9%. Fourth-quarter fiscal 2012 adjusted for charges that were in the cost of goods sold during the year, which were adjusted to the other expense line in the fourth quarter fiscal 2012; and the gross profit margin accounting for this would have been 30.8% for fourth-quarter fiscal 2012. We continue to experience a similar pattern for NDF releases -- $3.4 million for the entire fiscal year 2013 versus $3.7 million in fiscal 2012.

So, as you can see, it is not a product growth issue. Operating expenses were $49.7 million, an increase of $7.9 million for the comparable quarters. Excluding Hirschmann, which was not in our fiscal 2012 comparison, operating expenses were down $3 million.

Pretax net income was $17.7 million versus $13.9 million in last year's fourth quarter. The effective tax rate in fourth-quarter fiscal 2013 was 41.9% versus 21.6% in fiscal year 2012, which impacted the total fiscal tax rate. During fiscal fourth-quarter fiscal 2012 the Company completed an R&D study and a remeasurement of state tax provisions, which reduced the fiscal fourth quarter effective tax rate. This did not repeat in our fourth quarter of 2013.

We reported net income of $10.3 million, or $0.43 per diluted share, versus $10.9 million or $0.46 per diluted share. EBITDA was $24 million versus $17.6 million, an increase of $6.4 million.

On an adjusted basis, EBITDA was $18.4 million versus $18.6 million. Here are how the adjustments break out for the fiscal 2013 fourth quarter versus fiscal 2012 fourth quarter. One, stock-based compensation was $245,000 fourth-quarter 2013; versus $354,000 fourth-quarter 2012. Two, a settlement charge of $5.7 million versus a settlement charge of $1 million; an acquisition credit of $181,000 versus a charge of $1.1 million; and our fiscal year fourth quarter includes again of -- fourth-quarter 2012 -- includes a gain of $1.6 million for FX exchange from the Hirschmann acquisition. There was no gain or loss in fiscal 2013 fourth quarter.

Before turning to the balance sheet, I will refer you all to page 81 and 82 of our Form 10-K, where you can find the segment information. I'm not going to read through every line, but instead would like to make a few high-level comments. In this section, we describe what the products make up segments of Automotive, Premium Audio and Consumer Accessories. All three groups show expenses related to interest and bank charges and depreciation and amortization. The Automotive segment also includes equity income from our equity investee.

The final item in our segment reporting is corporate/elimination. This group is responsible for the financing, public reporting costs, such as audit and director fees, et cetera. The corporate group also is the operating platform for all of our US corporation and provides accounting, MIS, distribution, logistics, and marketing support. This is also inclusive our overseas buying and engineering offices.

These costs are allocated out to the business segments. Our German, Mexican, and Venezuelan operations provide their own operating support. The segment groups are charged 6% interest on their outstanding intercompany loans on funds provided by the corporate group. The elimination portion of this column is the basic elimination of intercompany activity and allocations to arrive at consolidated numbers.

Now, for the balance sheet. Our AR turns were 5.5 in fiscal 2013 versus 5 in fiscal 2012. Our inventory turns were 3.4 versus 3.5 for the same period.

On December 31, 2012, the Company reached a high point on its bank lines of $181.8 million. The revolver outstanding was $118.1 million, and the term loan was $63.7 million. As of February 28, 2013, our bank borrowings under the term loan were $60 million, and our revolver was $93.3 million. Our cash balances on February 28, 2013, were $19.8 million versus $13.6 million, a $6 million increase.

I would like to point out that we have been discussing impacts in the Eurozone. Our European operations, though not more profitable, have been profitable and are generating cash and building up cash balances. Today, May 15, the term loan outstanding is $60 million, and the revolver is $65 million, a total of $125 million outstanding.

Our leverage ratio, which is inclusive of mortgage debt, bank debt, and capital leases, was 2.8 on February 28, 2013. And at the end of our first-quarter 2014, we were looking at leverage below 2.5.

CapEx purchases for the Company were approximately $20.2 million for fiscal year 2013 versus $12.3 million for fiscal 2012. This increase is a result of previously discussed real estate projects, MIS upgrades, and leasehold improvements. During the fourth quarter, the Company purchased industrial real estate in anticipation of a devaluation in Venezuela. This was done using cash that we had built up in Venezuela.

We completed, earlier than anticipated, the acquisition of our German facility. As we have discussed, the Indiana and German real estate acquisitions reduce overhead by approximately $1.5 million per annum. As an update on our MIS upgrade and integration project, we have been successfully running, since March 1, the original VOXX Group. Klipsch is slated to come on our system as of June 30. As we progress throughout the year, I will give you further updates.

There is one area I would like to quickly address before moving to guidance, and that relates to the exercise of options and sale of underlying stock by insiders to 10b-5 programs. As reported in our Form 10-K and proxy, the Company awards options to executives at the VP level and above. Because of the complexity in operations of our Company, and the resulting lockout periods, we were advised by our counsel years ago that the best way to exercise an option and sell the underlying shares was through the use of a 10b-5 plan, where prices are set well in advance and cannot be altered.

All of the insider sales seen over the past years were made pursuant to 10b-5 plans and were not attributable to executives freely selling shares in the open market. Although some purchases were made in the open market recently, certain senior executives have also entered into purchasing programs under 10b-5 programs.

Lastly, our guidance -- Pat covered sales, gross margin, and EBITDA. I will add that, one, our overhead will be increasing as we return the salaries to more competitive levels for VP and below, following our cuts in prior years. And we will be investing more in advertising. Most of the increase in our overhead, however, should be offset by higher gross margins and planned efficiencies.

EBITDA should increase by more than $1 million, on $5 million on sales, based upon projected mix. If sales come in higher, of course, we will adjust on the upside. But right now, we see domestic offsetting international for the most part. Our cash flow is [approx] to be -- free cash flow is projected to be approximately $37 million in fiscal 2014. And our CapEx should be somewhere north of $12 million.

Our strategy remains to lower our overhead; pay down our debt; and reduce our interest payments, while remaining opportunistic for tuck-in acquisitions, as Pat mentioned. Overall, I feel confident in the future direction of the Company, and believe we have the right financial structure and team in place to capitalize on some very exciting programs and opportunities that are now materializing.

Thank you. And at this time, I will turn the call back to Pat.

Pat Lavelle - ***VOXX International Corporation*** - ***President, CEO***

Okay, Mike. Thank you for your detailed report. And now we will open the call to any questions.

QUESTION AND ANSWER

Operator

(Operator Instructions). Scott Tilghman, B. Riley.

Scott Tilghman - ***B. Riley & Co.*** - ***Analyst***

I wanted to touch on a couple of things. First off, Pat, you were breaking up a couple times, at least, on my end. And I wanted to clarify that the revenue guidance, the 842, excludes any numbers from Venezuela; whereas the 836 in round numbers for 2013 does include Venezuela. Is that correct?

Pat Lavelle - ***VOXX International Corporation*** - ***President, CEO***

Yes, that is correct.

Scott Tilghman - ***B. Riley & Co.*** - ***Analyst***

Okay. Second, just looking at the cost trends -- and then, Mike, to your point about overhead increasing -- we see selling sort of ticking up here in the fourth quarter; G&A ticking up, even though we had a lower revenue level than in the fiscal third quarter. Is that part of that increase kicking there. Or is there some other dynamic at work that caused the uptick in expenses relative to the revenue line?

Michael Stoehr - ***VOXX International Corporation*** - ***SVP, CFO***

No, the advertising -- as I said, we have been advertising more. And there has really, I think, if you kind of take out the Hirschmann, you will see that our actual compensation expenses haven't risen here.

Scott Tilghman - ***B. Riley & Co.*** - ***Analyst***

And then let me -- last, and then I will get back in queue -- but the engineering line has been fairly consistent, adjusting for acquisitions, and saw that number come in significantly lower here in the fourth quarter. Was wondering what was causing that.

Michael Stoehr - ***VOXX International Corporation*** - ***SVP, CFO***

I am actually looking at the fourth quarter. I don't see the engineering labor line -- this year versus last year?

Scott Tilghman - ***B. Riley & Co.*** - ***Analyst***

Right. It looked like it was about $5.9 million. You are backing into it with the full-year results you offered, versus $6.9 million in the third quarter. Just wanted to get that(multiple speakers) some of the upfront money on the Hirschmann contract, or is there something else at play there?

Michael Stoehr - ***VOXX International Corporation*** - ***SVP, CFO***

I am sorry. I'm actually looking at this year versus last year. You caught me by -- no, nothing major. We have -- actually, as we said -- we've had some headcount reductions internally here not related to the Hirschmann people, as I have said. So we have reduced some of the engineering expenses.

Scott Tilghman - ***B. Riley & Co.*** - ***Analyst***

Okay, thanks. I will get back in queue.

Operator

Mike Malouf, Craig-Hallum Capital.

Ross Licero - ***Craig-Hallum Capital Group*** - ***Analyst***

This is Ross Licero on for Mike. Good quarter, guys. I had a couple of questions. First you said there were several OEMs that you won for the Automotive business that you couldn't really go into detail on. But could you just give us a little more color around the size of the contracts? Are these new customers, or are you just increasing business with current customers? A little color would be helpful.

Pat Lavelle - ***VOXX International Corporation*** - ***President, CEO***

Okay, this is primarily new business with existing customers. At this particular point, until we have everything formal, I think I will hold back on providing any more detail. But this is -- these are new wins for some existing projects where we will get the next program. And then these are also wins for new technology that we haven't provided previously. So that is rather exciting, those new wins. But I will hold until I can formally make some announcements.

Ross Licero - ***Craig-Hallum Capital Group*** - ***Analyst***

Okay, great. That sounds exciting. And with your new business pipeline, can you let us know -- how is that looking right now?

Pat Lavelle - ***VOXX International Corporation*** - ***President, CEO***

The pipeline looks good. As, again, we have some new programs that I announced, one with Daimler-Benz. A portion of that business is also under NRE, where we get paid up front for developing a portion of the program. So until we deliver the product, we are still generating income off of the NRE. And then the new projects that we are winning, the Daimler-Benz program is completely new to us. These are multi-tuner modules that will house the AM/FM section, the satellite connection, the TV tuner section. And we will build these for each geographic marketplace so that the car manufacturer does not have to go out and retest every time there is a change to, let's say, the center stack.

That is a very costly proposition to retest all their radios when the designers change the center stack. So this technology -- and putting all the tuners for one geographic, market like Europe and China and the United States, into one tuner pack that can interface with the center stack will save millions of dollars of testing and engineering time for the OEM. So we're pretty excited about those multi-tuners.

Ross Licero - ***Craig-Hallum Capital Group*** - ***Analyst***

Okay, great. And I have just got one more. For the Dyle launch, it looks like it has been pushed back into the fourth quarter. What is driving that? And is that -- how do you guys factor that into your guidance for this year?

Pat Lavelle - ***VOXX International Corporation*** - ***President, CEO***

We have very, very little sales posted or projected for it. And it would be very late in the fourth quarter. This is a -- this really stems from what MCV and one of their vendors, their chip manufacturers vendors, are doing. The chip manufacturer is a little late on the program; and, therefore, it is all pushing it back for us because MCV needs that chip. We need to get that chip to build out the product.

Ross Licero - ***Craig-Hallum Capital Group*** - ***Analyst***

Okay, great. So the contracts with the content providers have been negotiated, and that is all settled?

Pat Lavelle - ***VOXX International Corporation*** - ***President, CEO***

That is all settled. That is all done. We're just waiting for the chip so that we can continue doing our end.

Ross Licero - ***Craig-Hallum Capital Group*** - ***Analyst***

Great, thanks.

Operator

(Operator Instructions). Scott Tilghman, B. Riley.

Scott Tilghman - ***B. Riley & Co.*** - ***Analyst***

Just wanted to circle back on the product exits. You talked a little bit about some of the Eurozone softness in the first half of the year. Obviously, the euro is closer to parity against last year, so less of an impact there. But thinking about the product exits, will those be fairly evenly spread over the course of the year, or are you doing more early on? How should we think about that, in terms of the pace of revenue during the four quarters?

Pat Lavelle - ***VOXX International Corporation*** - ***President, CEO***

You will see, as we exit the category, you will see that we will not make that particular sale in that particular quarter. And that will be -- that will follow our year, whether it is -- we have higher incident of sale in our third quarter for our Christmas quarter. So it will follow the year the way you would normally see it.

But some of these categories, when we run the numbers, it is -- at best case, at times, it is trading dollars. And we have much, much better use for our dollars. So we made the call to exit these categories. This is part of the CE space. We reached end-of-life. ASPs dropped to a point where it doesn't pay any longer. And, again, as I indicated, we have no exit loss with any of this. These are all planned. And it is better to have a planned exit than to be forced out when the business just goes down. So that is pretty much what we are doing.

Scott Tilghman - ***B. Riley & Co.*** - ***Analyst***

Okay, and then, second, when the Car Connection program and the OBD devices -- I know you have talked about being in discussions with some of the insurance companies previously. Anything new to report there, in terms of potential opportunities going forward? Or is it still just in the discussion stage?

Pat Lavelle - ***VOXX International Corporation*** - ***President, CEO***

Scott, until we have more formal information -- all of the insurance companies we're talking to are interested. They're engaged. But they're large companies, and like our OEM business, putting a program together will take some time. But I can tell you the interest level is high, and we are positioned with our partners and our product very well.

Scott Tilghman - ***B. Riley & Co.*** - ***Analyst***

Great, that is all I have. Thank you.

Operator

We have no further questions at this time. (Operator Instructions). We have no further questions.

Pat Lavelle - ***VOXX International Corporation*** - ***President, CEO***

Okay, or if there are no further questions, I want to thank you for joining us this morning. I would like to express the Company's appreciation for your interest and support. And I wish you all a good day.

Operator

Thank you, ladies and gentlemen. That concludes the conference for today. Thank you for joining us. You may now all disconnect.