

# PolarisUSA Video Terms of Sale

Any sales by PolarisUSA Video, Inc. (PUVI) of Product (the "Product") indicated on the reverse side hereof or attachment is expressly made conditional on the assent of the customer (hereinafter "Buyer") to these Terms and Conditions of Sales. The Buyer's acceptance of delivery of any part of Products/Services sold shall constitute such assent and a waiver of all terms and conditions in its purchase order or similar document which are different from or additional to those set forth herein.

**1.) Prices and Terms Of Payment.** Unless otherwise specified by PUVI in writing, prices and terms of payment shall be those set forth in the applicable Price Schedule. PUVI reserves the right to change or withdraw prices for the Products or services it offers for sale without prior notice. Partial shipments or performance made within this period will not obligate PUVI to make further shipments or performance at these prices after the expiration of the 30-day period. Checks returned for any reason will be subject to a \$45.00 return fee. NSF check Buyer's will automatically be placed on a prepay cash, credit card or wire transfer purchase requirements, subject to additional fees. Shipments will be held until all funds are received. Prices are in United States dollars payable in Norcross, Georgia, USA unless otherwise specified. Unless otherwise specified by PUVI in writing, all taxes and other charges imposed by federal, state, local, or foreign governments on the manufacturer, sale shipment costs, import, export, or use of the Products or services shall be added to the price and billed to and paid by Buyer. Buyer shall defend, indemnify, and hold harmless PUVI from and against all liabilities for such taxes or charges and attorneys' fees or costs incurred by PUVI in connection therewith.

**2.) Available Account Terms.** VISA, MasterCard, American Express, Discover Network, Company Checks, Certified or Cashier's Checks, Wire Transfer and Net 30 Credit Terms are acceptable methods of payments and subject to restrictions. All prices are FOB Norcross, GA, and are subject to change without notice. The Buyer will be responsible for all Wire Transfer Fees assessed by the Buyer's bank. Shipment of goods will be held until all funds are received. All funds are payable in US Dollars. **No C.O.D.'s**

**3.) Acceptance.** Any Estimate or proposal is subject to change or cancellation by PUVI at any time without notice, and, in any event, expires 14-Days from its date, unless otherwise indicated therein or extended in writing by PUVI. PUVI Estimate and proposal does not constitute an offer by PUVI, and any order or orders placed thereon are not binding on PUVI until PUVI's acceptance in writing in Norcross, Georgia, USA has been sent to Buyer. The banking, negotiation, endorsement, or other use of Buyer's down payment, if any, shall not constitute acceptance by PUVI.

**4.) New Accounts.** Credit Terms may be awarded by submitting a completed Credit Application and demonstration of positive credit standing. All Credit Application must be accompanied with a written Purchase Order indicating the amount of credit being sought. Application for minimum Opening Order Requirements. Processing of credit requests will begin only after all forms are received and may take up to two (2) weeks to complete. Average approval time is 24 hours. PUVI reserves the right to deny Credit Terms to any applicant found to be in unsatisfactory credit standing or incomplete application.

**5.) Open Accounts.** Buyers with an approved credit will be extended NET 30 DAY Terms. Accounts more than 15 days past due will be put on "credit hold" until their account is paid in full. Accounts more than 20 days past due will be funded with the available credit card on file provided by the Buyer. Future shipments and technical support maybe postponed until credit hold is lifted. Past due amounts will be charged late payment service charges of one and one-half (1.5%) percent per month, which is an annual rate of eighteen (18%) percent. Accounts past due 45+ days may be sent to collections, or small claims court. The Buyer will then be held responsible for all collection fees/court fees, up to 50% of the Past Due Invoice.

**6.) Taxes and Duties.** Buyer shall pay, in addition to the purchase price of any product, amounts equal to any tariff, duties and/or sales and use tax or any tax in lieu thereof imposed by any government or governmental agency with respect to the sale of such product(s).

**7.) Tax Exemption.** Sales tax must be charged to all orders with a location listed in Georgia. Buyers having a current Georgia Resale Form on file with PUVI will be exempt from sales tax. Buyers are requested to send in a completed Exemption Certificate of their state prior to sale. Failure to do so will result in sales taxes being collected. Sales tax cannot be refunded after the sale has been completed.

**8.) International Orders.** PUVI accepts only wire fund transfers as payment for international orders. Please allow four to six weeks for delivery after receipt of wire transfer. All import and duties fees, imposed by the country of the originating order are the sole responsibility of the consignee. In the event the US courier charges the fees to PUVI, the Buyer will be responsible for the exact amount imposed by the country and will be billed accordingly. (Refer to item #5 posted above regarding past due accounts.) By purchasing products from PUVI, you are agreeing to these terms.

**9.) PolarisUSA Video, Inc. Limited Warranty.** PUVI warrants merchandise against defects in material or workmanship for the time frame specified by the original manufacturer from date of purchase unless otherwise stated. Longer and/or broader warranties may be provided by the manufacturer of a particular product. PUVI warranty is limited to the replacement or repair of the defective item at no charge if we determine such item to be defective. Defective items must be shipped prepaid. Buyer is responsible for any/all shipping charges. Items damaged in transport will be returned to the Buyer and all warranty is void. The foregoing remedy is Buyer's only remedy for breach of this limited warranty. This warranty shall not apply to any item subject to misuse including static discharge, failure by Buyer to follow instructions, product modification, ordinary wear and tear, damages incurred during transport, negligent, improper operation or which have been installed or soldered or altered during assembly or use and are not capable of being tested or resold. Cosmetic wear to any product intended for outside use is considered normal, such as, but not limited to, color fading, and anodization fading. Modification, repair or attempted repair by anyone other than PUVI without the prior written permission of PUVI will void this limited warranty. Warranty is voided on any product that is found to have an altered, tampered with or removed serial number. Warranty and Service provided by PUVI is NOT transferrable. Buyer understands that resale of any PUVI equipment does NOT transfer any existing/remaining warranty and/or service to the final purchasing party. PUVI liability shall be limited to the repair or replacement of defective products in accordance with the PUVI limited warranty. PUVI shall not be liable for any incidental, special or consequential damages for breach of any warranty, expressed or implied, directly or indirectly arising out

of PUVI sale of merchandise, including any failure to deliver any merchandise, or arising out of Buyer's installation or use, whether proper or improper, of the product, separately or in combination with other equipment, or from any other cause. PUVI shall not be held liable for indirect, special or consequential damages, including interruption of service, loss of business or profits or equipment failure due to Acts of Nature, civil commotion, theft, negligence, or unauthorized repairs by others. Warranty will be void on any product that has been installed or used outside and is not intended for outside use (not weather-resistant).

**10.) Special and Custom Orders.** Orders for products that require modification or assembly to Buyers specifications, drawings or instructions whether written or verbal are considered Special Order or Custom Orders. Certain quantities of items will be considered to be Special Orders and will be treated as such. Discuss this with your salesperson. No cancellations or returns are permitted on Special Orders.

**11.) 30 Day Return Policy.** Merchandise, with the exception of special orders and clearance items, may be returned for conditional full refund or store credit within 30-Day period from date of purchase. Merchandise must be in like-new, resalable condition in the original carton with all original packaging, warranties, instructions and accessories, and must be accompanied by the original sales receipt. Return freight must be prepaid. If approved, refunds will be made by the same method as used to purchase the item. A PUVI check will be issued instead of cash for refunds of \$100.00 and greater. Refund checks may take up to 14 working days to process. PUVI may deny a refund or exchange, or assess a charge for used or incomplete merchandise returned or exchanged. Any item(s) showing use or abuse will be returned to the Buyer (no refund/no credit). Store credit cannot be refunded to a Buyer by any other method.

**12.) Under Warranty Repairs/Replacement.** In the unlikely event that a product should demonstrate a manufacturer defect while under warranty, the item can be returned for repair or replacement by first completing the RMA process (See below). If the item cannot be repaired, then it will be replaced with a new unit. If the manufacturer is unable to replace the items due to product discontinuation, PUVI reserves the right to replace the item with a similar item of equal or greater value.

**13.) Return Procedures.** Return Merchandise Authorization ("RMA") policies are subject to revisions to improve Customer Service. Contact the RMA Dept. regarding current policies & returns. All returned merchandise requires an RMA Number. To obtain an RMA Number, visit [www.polarisusa.com](http://www.polarisusa.com) and follow the instructions provided on-line. Your RMA Number must be clearly marked on the OUTSIDE of the returned package. All merchandise must be returned in the same condition as it was originally shipped from PUVI. Items damaged while in transport are the responsibility of the Buyer and will be refunded. It is suggested that the buyer purchase his/her own insurance. Refer to the website for more information on the return process.

**14.) Restock Charge.** If parts are returned to PUVI and merchandise is found to be damaged, altered or in non-resalable condition, products will be returned to the buyer and not eligible for a refund. The buyer will be subject to 15% - 50% restock fee if he/she fails to return documentation or previously included accessories, or returns items with damaged documentation and or damaged/missing accessories.

**15.) Changes.** PUVI reserves the right to make reasonable changes to their products, with or without notification to Buyer. PUVI is only obligated to inform Buyer of differences if such changes affect delivery or price of an existing order. PUVI reserves the right to amend these Terms and Conditions at any time.

**16.) Wireless Equipment / Interference.** PUVI cannot guarantee an interference free signal on any wireless system(s) sold. All distances referred to by PUVI is clear line of sight only. It is the Buyer's responsibility to have a thorough site survey completed prior to their purchase of any 2.4GHz or 5.8GHz wireless equipment in order to assess whether or not the aforementioned system will work to their expectations. PUVI makes no representations about the legality of utilizing wireless RF equipment. It is the Buyer's responsibility to contact local legal counsel to determine the legality of their specific application. PUVI is not liable for any damages caused by a Buyer's failure to consult legal counsel prior to ordering.

**17.) Inspection of Products Damage or Shortage Claim.** Products shall be inspected by Buyer upon delivery. Notice of rejection or claim for shortages, damaged Product, or other nonconformity must be reported by Buyer to PUVI in writing **within 10 days** of receipt of shipment. In case of concealed damage or loss, retain all packing material for inspection by the carrier. Any damage, loss, shortage or other discrepancy with your requested order must be reported immediately. PUVI will not be responsible for damaged parcels which are not inspected by the carrier. All sales are F.O.B. from Norcross, Georgia, USA.

**18.) Waiver, Alteration, or Modification.** No waiver, alteration, or modification of any of the provisions hereof shall be binding on PUVI, unless made in writing and agreed to by a duly authorized officer of PUVI prior to any/all PUVI sales.

**19.) Force Majeure.** PUVI shall not be held liable for any failure in performance to the extent caused by an Act of God, outbreak of hostilities (whether or not war is declared), insurrection, riot, civil disturbance, Government Act or regulation, fire, flood, explosion, production delays, accident, theft, climatic conditions, shortage of material, strike, lockout or trade dispute (whether PUVI's or another party's employees), third party supplier's actions, or other cause beyond PUVI's reasonable control. The period of the contract shall be correspondingly extended by the period of such delay, if deliveries are suspended for six months or more, PUVI may at its option, by written notice to Buyer, without liability or penalty and without relieving Buyer of its obligation to pay for any Products which have been delivered, cancel the contract with respect to any undelivered Products.

**20.) General.** The terms hereof, including those written within the body of this document, shall constitute the entire agreement between Buyer and PUVI. This Agreement shall be construed in accordance with the laws of the State of Georgia, United States of America. Any lawsuits or other proceedings arising out of any sales represented by this invoice shall be brought in a forum of competent jurisdiction in Gwinnett County, Georgia. In the event that any of the printed terms or conditions set forth herein are in conflict with or are inconsistent with other terms, typewritten or hand written, within this document, then the typewritten or handwritten terms shall govern to the extent necessary to remedy the conflict or inconsistency, but the printed terms shall govern all other respects.