



## CASE AV Terms and Conditions of Sales

### Standard Terms and Conditions of CASE AV

- 1. Prices:** the quoted prices are valid only at the time of quote, purchase requisition and subject to change by CASE AV at any time and without notice to you.
- 2. Minimum Advertised Price (MAP):** For select Products purchased through CASE AV, a MAP may be established. The advertised or published price can be no lower than the MAP prices listed on Product specific pricing sheets. The sell price is at the discretion of the distributor. This is a zero tolerance policy and is legally binding. Any advertising or publishing below MAP will result in immediate termination of your account with CASE AV.
- 3. Billing and Credit terms:** Each invoice provided to you by CASE AV will be due and payable within the terms granted to you by CASE AV following the date of invoice. There will be a late charge assessed on the balance due a rate equal to the lesser of 1 ½% per month or the maximum rate permitted by law. CASE AV reserves the right to charge any past due invoice amount to the account holder's credit card provided at the time of application and kept on file by CASE AV. In the event the credit card is charged for overdue payment CASE AV will assess all allowable and applicable late fees and charges. In the event of non-payment of charges or any amounts due CASE AV pursuant to any invoice, you will bear all cost of collection, including, but not limited to, reasonable attorneys fees. CASE AV reserves the right to modify, suspend or terminate your credit terms in accordance with CASE AV standard credit policies.
- 4. Taxes:** You will be responsible for the payment of all applicable sales, use, occupation, excise, property, value added tax, fee, duty, governmental charge, and other assessments in the nature of taxes however designated, on all Products purchased by you , exclusive however, of any taxes measured by CASE AV net income. Personal property taxes assessable on the Products after shipment to you will be your responsibility. To the extent CASE AV is required by law to collect such taxes (state or local), the net effect thereof will be added to invoices as separately stated charges and paid in full by you, unless you are exempt from such taxes and furnish CASE AV with a certificate of exemption in a form reasonably acceptable to CASE AV. If you claim exemption from any taxes CASE AV is required by law to collect, you will hold CASE AV harmless from any and all subsequent assessments levied by a proper taxing authority for such taxes, including interest, penalties and late charges. In addition, all payments will be made free and clear of any deduction for present or future withholding taxes.

- 5. Inspection, acceptance and returns:** All items must be inspected at the time of delivery and if damaged must be signed for as damaged on the shipper's documents. If any item is defective or does not conform to your order, you must give notice in writing to CASE AV of such defect or nonconformity with Five (5) days after delivery. If no such notice is received, the products will be deemed to conform to requirements and to have been irrevocably accepted by you. CASE AV product can be returned within 30 days of purchase. CASE AV will reimburse the purchase price. Shipping charges will not be reimbursed. A 15% restocking fee will be applied to returns that are the customer's mistake. A Return Authorization number (RMA #) must be obtained before product can be returned. **All products must be returned in the original packaging, with all accessories order to receive credit.**
- 6. Warranties:** CASE AV makes no warranties of any kind, either express or implied assigns all manufacturer warranties to the product.
- 7. Liability, Remedy:** CASE AV exclusive liability and your exclusive remedy with respect to Products proven to be defective or nonconforming will be replacement of such Products without charge or the refund of the purchase price, upon the return of such Products in accordance with CASE AV return policy. CASE AV will not in any event be liable for incidental, consequential or special damages of any kind resulting from any use or failure of the Products, even if CASE AV has been advised of the possibility of such damage including, without limitation, liability for loss of use, loss of Products by you or any liability of yours to a third party on account of such loss, or for any labor or any other expense, damage or loss occasioned by such product including personal injury or property damage unless such personal injury or property damage is caused by CASE AV gross negligence or willful misconduct.
- 8. Force Majeure:** CASE AV shall not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform, when such delay or failure results from a cause beyond its reasonable control. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts or failures to act by the other party, acts of civil or military authority, governmental priorities, strikes or other disturbances, shortages of raw material, hurricanes, earthquakes, fires, floods, epidemics, embargoes, wars, riots, delays in transportation, car shortages, and loss or damage to goods in transit.
- 9. Value Added Reseller Agreement (VAR):** For select Products purchased through CASE AV, a VAR may be established. This is a zero tolerance policy and is legally binding. Any selling below VAR will result in immediate termination of your account with CASE AV.
- 10. Miscellaneous:** The failure of CASE AV to enforce at any time any of the provisions of these Terms, to exercise any election or option provided herein, or to require at any time your performance of any of the provisions herein will not in any way be construed to be a waiver of such provisions. These Terms will be governed by the laws of the State of Colorado, USA. CASE AV will provide copies of the Terms when requested. These Terms will be applicable when you choose to purchase Product from CASE AV.