

Wolf Seeberg Video Legal etc:

TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE OF ORDERS

No purchase order shall be binding unless or until accepted in writing by an authorized employee of WSV (Vendor). Any terms and conditions of the purchase order or other instrument which are in addition to or inconsistent with Vendor's terms and conditions of sale shall not be binding on Vendor and shall not apply to this transaction unless specifically agreed to in writing to Vendor. These terms and conditions and any such writing signed by Vendor, sets forth the entire understanding between the parties with reference to the subject matter. All provisions contained in law and regulation have been considered by the parties herein, and any provisions not so included are deemed to have been specifically considered and excluded, by mutual agreement of the parties.

2. TERMS OF PAYMENT

Unless otherwise stated, terms are cash with order, Visa or Mastercard credit cards, or C.O.D., at Vendor's option. Net thirty (30) day terms are available where credit is established satisfactorily, in advance of order. If the purchaser becomes delinquent in payments to the Vendor, or refuses to accept C.O.D., shipments, then the Vendor has the right, in addition to any other remedy to which it may be entitled in law or equity, to cancel the order, refuse to make further deliveries, and declare due and payable immediately all unpaid amounts for goods previously delivered to purchaser. Each shipment shall be considered a separate and independent transaction and payment thereof shall be made accordingly. In any action to enforce these terms and conditions of sale, the prevailing party shall be entitled to recover costs and reasonable attorney's fees. **Cancellations shall be subject to a thirty percent (30%) restocking charge at Vendor's discretion.**

3. PRICE QUOTATIONS

Unit prices apply only to the specific quantities and delivery schedule shown. Any variation in quantity, specifications and/or rate of delivery may necessitate a revision in unit price. Prices quoted do not include Federal, State, or local taxes, insurance, shipping and handling charges which shall be shown separately on Vendor's invoices and paid by purchaser. **Price quotations are valid for 10 days from date of quotation unless otherwise noted.**

4. CHANGES

Purchase order changes will not be considered effective until mutual agreement has been reached in writing between Purchaser and Vendor concerning the effect in said changes on price, delivery or other terms and conditions of the order.

5. DELIVERY

Each seated delivery date is Vendor's best estimate of the time at which any item will be shipped from the Vendor, but **Vendor assumes no liability for loss, damage, or consequential damages due to any delays. Items quoted as "in stock" are subject to prior sale.**

6. PROCEDURE FOR RETURNS

No products may be returned without Vendor's prior consent. After receiving Vendor's authorization, items requiring repair or replacement should be sent prepaid to the Vendor, accompanied by a purchase order or letter stating as completely as possible the defects and the conditions under which the reported defects occurred. No returns will be allowed, or refunds or exchanges granted, on custom orders. Returns are subject to charges for any necessary repairs, plus a thirty percent (30%) restocking charge.

7. SPECIFICATIONS

Dimensions and specifications shown in sales literature are not guaranteed. **Vendor reserves the right to make design changes at any time without incurring any obligation to incorporate these changes in units previously purchased or to continue to supply obsolete items.** Vendor is not responsible for typographical, clerical or accidental errors in any quotations, orders or publications. All such errors are subject to correction. Vendor is liable for his employees' errors, mistakes or other deficiencies.

8. SHIPMENTS

All shipments are made F.O.B. Vendor's Valencia, California warehouse, unless otherwise specified. When ordering, method of shipment should be clearly stated. Unless otherwise specified, Vendor will select what it considers to be the appropriate method of shipment. Reasonable care is exercised in packing products for shipment, and vendor assumes no responsibility for delay, breakage, or damage after having made delivery in good order to the carrier. Shipments will be insured unless a specific request is made by purchaser directly to the carrier. Vendor will render all reasonable assistance in securing satisfactory adjustment of such claims. Claims of short shipment or other errors must be made to Vendor within five days after receipt of shipment.

9. NON-WAIVER

The waiver of any terms, provision or condition herein stated shall not be considered a waiver of any other term, condition or provision hereof, nor of any subsequent breach of the same term, condition or provision, not of any condition in any subsequent order.

10. APPLICABLE LAW

All questions or validity, interpretation, performances and non-performances shall be governed by the laws of the County of Los Angeles, State of California, U.S.A.

DAMAGE IN SHIPPING

This item was thoroughly tested and carefully packed in our factory. Upon acceptance by the carrier he assumes responsibility for its safe arrival. Should you receive this item in a damaged condition, apparent or concealed, claim for damage must be made upon the carrier. Do not give a carrier a clean receipt for damaged goods.

APPARENT LOSS OR DAMAGE

Should visual inspection upon receipt of shipment show loss or damage, it must be noted on the freight bill or express receipt and signed by the carrier's agent. Failure to do this will result in the carrier refusing to honor the claim. The carrier will furnish you with the necessary form for filing a claim.

CONCEALED DAMAGE

When the damage is not apparent until the item is unpacked, then a claim for concealed damage is entered. When damage is discovered, make a written or phone request to the carrier for inspection.

KEEP ALL CARTONS AND FILLERS

You must make request for inspection immediately upon discovery of concealed damage. The carrier will furnish you with an inspection report and necessary forms for filing a concealed damage claim, since such damage is the carrier's responsibility. The Interstate Commerce Commission has held that carriers are equally responsible for concealed or visible damage, and if the above is carefully followed, it will enable you to collect all claims promptly and in full.

DO NOT RETURN DAMAGED MERCHANDISE TO WOLF SEEBERG VIDEO. FILE YOUR CLAIM AS ABOVE.

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