

## **TERMS AND CONDITIONS OF PURCHASE**

### **1 Prices**

Unless otherwise specified, prices do not include freight, storage, insurance charges, import taxes, local sales taxes, local delivery or installation.

### **2 Change or Cancellation of Order**

Orders may only be cancelled or changed by contacting Media Technologies at least 2-working days before the product is shipped. A restocking charge of 20% up to the total value of the order, depending on condition of the returned product, may be applicable for orders cancelled or changed after the unit is shipped.

### **3 Shipping Dates**

Shipping date is typically within 5 business days from clearance of payment to our bank, or as notified at the time of sale.

### **4 Title to Shipment**

Once the carrier delivers the goods to the purchaser specified location, title of the goods and risk of loss will transfer to the purchaser.

### **5 Shipment Damage Claims**

All Media Technologies products are carefully packaged and inspected prior to shipping. All visible damage claims should be noted with the delivering carrier. If concealed damage is found after delivery please contact Media Technologies. Notification of concealed damaged claims must be made within 5 days of delivery. All packaging must be retained and available for inspection, and the merchandise available at original delivery point. Although notification of damage is noted with the delivering carrier upon delivery, or with the carrier within 5 days for concealed damage, a formal freight claim must be filed within 14 days. Please note that an inspection report does not represent a claim.

### **6 Product Warranty**

Media Technologies provides a 1-year warranty to the original purchaser subject to the exclusions and limitations set forth below: Exclusive remedy: If any Media Technologies equipment is or becomes defective in the normal course of the warranty period, Purchaser must return the item to Media Technologies with a written explanation of the defect. Purchaser must pay shipping costs for return. If we determine that the problem is due to a manufacturing defect, Media Technologies will promptly repair or replace the item without charge to the Purchaser and ship the item back to Purchaser at Media Technologies cost. If the product is returned in unsuitable packaging exposing the unit to shock in transit, the warranty will be void. If we determine that the problem is due to excessive wear and tear, environmental damage, or abuse, Media Technologies will quote for repair of the unit, or return the unit to the Purchaser in the condition received at Purchaser cost. In all cases, purchaser must contact Media Technologies for return instructions prior to returning product (see 8 below).

### **7 Miscellaneous Claims**

Claims against Media Technologies, other than valid warranty claims, must be made in writing within 5 days of delivery to the purchaser. Failure to make a written claim against Media Technologies within a 5-day period will constitute acceptance of the goods and a waiver of any shortages, errors or other claims.

### **8 Return Policy**

Product returns are only authorised with instructions provided by Media Technologies. Contact Media Technologies to request return instructions. When requesting return instructions, please provide the item serial number which is marked on the product. Returns may be subject to shipping, handling, restocking, or restoration charges.

### **9 Product Specifications**

Product specifications are subject to change without notice. Media Technologies reserves the right to modify all products.

### **10 Governing Law**

All orders and purchases of Media Technologies products shall be governed in all respects by the laws of England and Wales.

### **11 Controlling Terms**

In the event of a conflict between the terms and conditions of this document and the customer's purchase order, the terms of this document will be the controlling terms and conditions of the transaction.